

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

SPECIFICATIONS

1. PURPOSE AND SCOPE: The City of Charleston, WV (the “City”) is soliciting bids from qualified contractors for the demolition of the condemned church building (the “Building”) located at 915 Main St, Charleston, WV 25302. The Work includes asbestos abatement, demolition of the structure, and site restoration (leveling, compaction, and seeding), for use by the City's Building Commission. This Solicitation is for the demolition of the Building only; no additional structures are included in this scope of work.

This project is funded in whole or in part by a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) and is subject to the Davis-Bacon and Related Acts prevailing wage requirements and other applicable federal requirements. See Section 4, Federal Funding Requirements, and the Federal Funds Addendum (attached).

Event	Date	Time
RFQ Issued	October 13, 2026	—
Mandatory Pre-Bid Meeting	October 27, 2026	1:00 PM
Deadline for Written Questions	November 2, 2026	1:00 PM
Addendum Issued (if necessary)	November 5, 2026	1:00 PM
Bid Opening	November 10, 2026	1:00 PM

Note: Contract award may occur after the Bid Opening date shown above. As set forth in Section 7.1 (Contract Award), award is contingent upon completion of federal environmental and historic preservation review, and the City reserves the right to delay award pending that clearance.

BID SUBMISSION: Paper bids will be accepted either by hand delivery, mail or courier service. Electronic bids will be accepted through the online procurement platform BidExpress. **Emailed bids will not be accepted.** Regardless of delivery method, bids must be received by City staff 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. Bids that are not received through an approved method listed in these specifications, on or before the closing date and time, will not be considered for 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 “Demolition Services” means the asbestos abatement, demolition, and site restoration (leveling, compaction, and seeding) work at the Building, as more fully described in these specifications, commonly referred to as the Work.

2.2 “Pricing Page” means the pages upon which Vendor should list its proposed price for the Demolition Services, commonly referred to as a quote.

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

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>

2.4 “Building” means the condemned church building located at 915 Main St, Charleston, WV 25302, together with its appurtenances.

2.5 “Work” means the Demolition Services and all labor, materials, equipment, and incidentals necessary for their complete and satisfactory performance.

3. PROJECT INTENT: The Building is a former church structure to be fully razed, cleared, and removed, with the site restored to a cleared, neat, and leveled condition. The Work generally includes: (a) asbestos abatement of asbestos-containing materials identified in the City's testing report; (b) disconnection of utilities and demolition of the structure, including foundations and basements; (c) removal and disposal of impervious surfaces and miscellaneous debris; and (d) leveling, compaction, fill, and seeding of the site following demolition. The structures in question are limited to the single Building identified above; the City shall confirm the scope of demolition to the Contractor before work begins.

4. FEDERAL FUNDING REQUIREMENTS (CDBG): This Contract is funded in whole or in part with Community Development Block Grant (CDBG) funds administered by the City and is subject to federal labor standards provisions, including the Davis-Bacon and Related Acts, the Copeland “Anti-Kickback” Act, and the Contract Work Hours and Safety Standards Act. The applicable U.S. Department of Labor wage determination for this project - General Decision No. WV20260038, dated May 18, 2026 - is attached as Exhibit B and is incorporated into these specifications. Contractor and all subcontractors shall pay not less than the wage rates set forth in that wage determination, shall submit weekly certified payrolls (WH-347 or equivalent) to the City, and shall comply with all applicable Section 3, Equal Employment Opportunity, and Uniform Administrative Requirements (2 CFR Part 200) provisions. See the Federal Funds Addendum for full requirements.

5. GENERAL REQUIREMENTS: Demolition Services must meet or exceed the mandatory requirements listed below. All Work shall conform to applicable EPA NESHAP asbestos regulations (40 CFR Part 61, Subpart M), OSHA 29 CFR §1926.1101, the West Virginia Contractor Licensing Act, and City of Charleston Building Code requirements, in addition to the specific requirements set forth below.

The Work to be completed hereunder includes the furnishing of all supervision, labor, materials, machinery, tools, supplies, plant equipment, services and appurtenances including utilities and transportation necessary for the complete and satisfactory demolition and asbestos removal of the Building.

The Contractor shall take all necessary precautions to protect City property (streets, utilities, etc.) from damage by the Contractor's equipment. Contractor shall remove and segregate all hazardous materials identified by the City or by the Environmental Protection Agency (EPA). The Contractor, in accordance with EPA guidelines, shall remove refrigerators, air conditioners and other hazardous materials.

Payment of worker's compensation, overtime and any other required coverage are the exclusive responsibility of the Contractor as required by Local, State and/or Federal Law or Regulations, where applicable.

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

All structure and building debris shall be cleared and removed from the project area and transported to and legally disposed of by the Contractor at an approved and properly licensed sanitary landfill. Copies of the tipping fees or demolition landfill license shall be supplied to the City of Charleston Building Commission. The Contractor shall pay landfill fees and is responsible for ensuring that debris does not fall from or blow off transporting vehicles en route to the sanitary landfill.

The Contractor shall leave the demolition and project site clean and free of all trash and debris to the satisfaction of the Building Commissioner or designated representative, shall keep the project area and public right of way reasonably clear at all times, and upon completion shall remove all equipment and materials used in performance of the Work, leaving the entire project area in a totally cleared, neat and leveled condition appropriate to the site. Burning of trash and debris on the site is not permitted, and no material removed under the Contract shall be burned, buried on the project site, or deposited or placed at any place other than an approved and properly licensed landfill.

The Contractor shall install temporary fencing around the perimeter of the site, and shall enclose or otherwise close off surrounding sidewalks, with any barrier to be removed following completion. The following major items of Work are included herein:

ASBESTOS ABATEMENT:

Asbestos Testing: The City shall provide the Contractor with an asbestos testing report identifying asbestos-containing materials identified through City testing. The Contractor shall review the report and comply with all applicable State and Federal requirements for inspection, testing, removal, handling, transportation, and disposal of asbestos-containing materials. Any additional testing shall be performed by a West Virginia-licensed asbestos inspector, and the Contractor shall provide the City with copies of all sampling results and reports before disturbing the affected material. Except for the rooftop and flooded basement areas described below, areas of the Building reasonably accessible for inspection and testing have been tested by the City before bidding.

The City's asbestos testing report is the "Asbestos Inspection" prepared by The Thrasher Group, Inc. for the Religious Coalition for Community Renewal, dated August 25, 2026 (Project No. T70-11851, Phase 007, Task 0017), attached hereto as Exhibit A and incorporated by reference. The report identifies asbestos-containing floor tile, mastic, window glaze, HVAC expansion cloth, roof drain insulation, ceiling tile, and pipe insulation throughout the Building, and identifies the flooded basement and the main roof of the sanctuary, gym, and second-floor area as areas of presumed but unconfirmed asbestos content, consistent with the Known Inaccessible/Rooftop Area and Known Inaccessible/Submerged Area provisions below. Bidders should review Exhibit A in full before submitting a bid.

Asbestos Abatement: The Contractor shall remove and properly dispose of asbestos-containing materials identified in the City's testing report. The Contractor shall be properly licensed for asbestos removal or retain a properly licensed subcontractor, pay required fees, and provide required notifications within applicable time frames before abatement. Copies of all asbestos abatement paperwork shall be provided to the City. Abatement costs for asbestos-containing materials identified in the City's testing report shall be included in the Contractor's Base Bid.

Known Inaccessible/Rooftop Area: The Building has an approximately 78-foot by 180-foot rooftop that is currently inaccessible to the City. The City has therefore been unable to inspect, test, or determine the

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

quantity or extent of asbestos-containing materials in this area. When access becomes possible, the Contractor shall safely access, inspect, test, and properly abate any asbestos-containing materials in accordance with applicable State and Federal requirements. All costs for testing, abatement, removal, handling, transportation, and disposal in this area, regardless of quantity or scope, shall be included in the Contractor's all-inclusive Base Bid price, and no separate Change Order shall be issued for this area. The Contractor shall promptly notify the City of any suspected hazardous materials encountered in this area.

Known Inaccessible/Submerged Area: The Building contains a flooded basement, including a former boiler room, that is currently inaccessible to the City. The City attempted to drain the basement but was unsuccessful due to building debris. The City has therefore been unable to inspect, test, or determine the quantity or extent of asbestos-containing materials in this area. When access becomes possible, the Contractor shall safely access, inspect, test, and properly abate any asbestos-containing materials in accordance with applicable State and Federal requirements. All costs for testing, abatement, removal, handling, transportation, and disposal in this area, regardless of quantity or scope, shall be included in the Contractor's all-inclusive Base Bid price, and no separate Change Order shall be issued for this area. The Contractor shall promptly notify the City upon gaining access and of any suspected hazardous materials encountered in this area.

LEAD-BASED PAINT:

Presumed Lead-Based Paint: The Building was constructed in the 1920s and is presumed to contain lead-based paint. The City has not conducted lead-based paint testing of the Building. Because the Building is a non-residential structure to be fully demolished, the U.S. Department of Housing and Urban Development's Lead Safe Housing Rule (24 CFR Part 35), which applies to "target housing," does not apply to this Work.

Contractor Responsibility: The Contractor shall be solely responsible for compliance with all applicable worker-protection and waste-disposal requirements for lead-based paint encountered during demolition, including OSHA's Lead in Construction Standard (29 CFR §1926.62) and, to the extent demolition debris is classified as hazardous waste under the Resource Conservation and Recovery Act based on Toxicity Characteristic Leaching Procedure (TCLP) testing, all applicable hazardous waste handling, transportation, and disposal requirements. All costs associated with lead-based paint compliance, testing, and disposal shall be deemed included in the Contractor's lump sum Base Bid, and no separate Change Order shall be issued for leadbased paint encountered in the Building.

DEMOLITION:

Utilities: The Contractor shall coordinate with all utilities to locate all service connections. It shall be required that the Contractor call Miss Utility of West Virginia, Inc. at +1 (800) 345-4848 to do so. The Contractor shall disconnect, or have disconnected, all utilities as required. The Contractor shall excavate and properly plug and flag all underground tap locations at a point close to the property line, but not so close as to damage City streets, and then properly close excavations after removing all underground or aboveground pipe or wire. The Charleston Sanitary Board shall inspect the capping of the sewer line.

Demolition: The Contractor shall raze, demolish, clear, remove and dispose of all parts of the Building, including any structural components, foundations, and basements, on the project in an efficient and workmanlike manner and all in strict accordance with all of the contract documents. All demolition debris

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

and waste shall be removed from the site and placed in an appropriate, approved location at the expense of the Contractor.

Impervious Surfaces: All impervious surfaces, except for any city sidewalk following the right of way, shall be removed and disposed of in an appropriate, approved location. These surfaces include, but are not limited to, asphalt or concrete driveways, walkways, porches, basketball courts, and/or patios. Costs associated with this item shall be included in the Base Bid price.

Miscellaneous Debris: Miscellaneous debris surrounding the structures, such as fallen trees, junk and litter, and any other items on the site shall be disposed of as provided herein. Any tree stumps shall be cut to ground level. Cost of this work is to be included in the Base Bid price.

Disposal of Materials: Materials resulting from the demolition and clearance operation are to be disposed of only at properly licensed and approved sanitary landfills. The Contractor is to exercise care so as not to deposit debris on the sidewalks and streets. Any ferrous materials should not be placed in the disposal sites. The Contractor can salvage such ferrous metals. Salvageable materials resulting from the demolition and clearance operations shall become the property of the Contractor.

Site Inspection: The Building Commissioner or their designated agent shall inspect the site following demolition, and before site is filled by any fill material.

LEVELING, COMPACTION, AND SEEDING:

Erosion Control Plan: The Contractor shall submit an erosion control plan to prevent erosion and runoff of the site.

Fill Material: The Contractor shall provide locally approved fill material, which shall be less than 6 inches in size, and consist of granular sand, silty sand, clayey sand, silty gravel, and/or clayey gravel. The Contractor may submit other fill material for approval by the Building Commissioner.

Leveling and Compaction: The Contractor shall fill in all low areas, including any basement area or crawl spaces, etc. to a minimum of six inches (6") above existing surrounding grade to allow for settlement. Soil shall be placed in lifts and shall be compacted to achieve a uniform 95% compaction. The Contractor shall conduct compaction tests and provide the test reports to the Building Commissioner for review and approval.

Seeding: The Contractor shall seed the ground following leveling and compaction. Hydroseeding may be permitted upon approval by the Building Commissioner. Areas shall be seeded and mulched as follows:

- Approved grass seed, i.e. clover, rye, fescue, etc., at one hundred (100) pounds per acre;
- Lime at two (2) tons per acre;
- Fertilizer at five hundred (500) pounds per acre; and
- Mulch at two (2) tons per acre.

6. CONDITIONS OF THE WORK:

Permits: The Contractor shall provide all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances, including any asbestos abatement notifications and demolition permits required by the City of Charleston Building Commission.

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in these specifications or in Exhibit A (Asbestos Inspection Report), Contractor must immediately notify the City's representative. Contractor must also immediately notify the City if suspected hazardous materials are encountered, including in the rooftop and flooded basement areas described in Section 5.

Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday, 8:00 a.m. to 5:00 p.m. EST, excluding holidays recognized by the City of Charleston. Any work outside of the standard hours of work must be approved in advance at the City's sole discretion. Authorization of work outside of the standard hours of work will not entitle Contractor to additional compensation.

Damage of City Property: The Contractor shall exercise due care so as not to damage the sidewalks and streets. The Contractor, at no additional expense to the City, shall correct any damage to City property caused by the Contractor's demolition work.

Indemnification and Care of Work: Contractor shall be responsible for the proper care and protection of all Work until its completion and final acceptance by the City. See General Terms and Conditions §40 (Indemnification) for Contractor's full indemnification obligations to the City.

Contract Price: The City shall pay the Contractor for the full and complete performance of the contract. Upon completion of all Work required under this contract, the City shall issue a Certificate of Acceptance, in the form of an approved inspection ticket duly signed by the Building Commissioner or his authorized agent, certifying that the Work has been fully and satisfactorily completed and is accepted by the City. The contract price shall be payable following issuance of the Certificate of Acceptance and the City's receipt of a proper invoice and all required certified payrolls.

Time for Commencement and Completion of Work: The Contractor shall observe the following schedule for commencement and completion of work:

- (a) The Contractor shall commence performance of the project within ten (10) calendar days following notice to proceed from the City Manager, Building Commissioner, or a designated agent.
- (b) The Contractor shall complete the project within forty-five (45) calendar days of the notice to proceed, consistent with General Terms and Conditions §19 (Time).

Extension of Time: The Contractor may be granted an extension of the time stipulated in the contract under the following conditions:

- (a) If the work of the Contractor is delayed on account of conditions that could not have been foreseen or are beyond the control of the Contractor and are not the result of the Contractor's fault or negligence.
- (b) The Contractor shall notify the City promptly of any occurrence or conditions that, in the Contractor's opinion, entitles the Contractor to an extension of time. Such notice shall be submitted in writing in ample time to permit full investigation of the Contractor's claim. Failure to provide such notice shall constitute a waiver by Contractor of any claim for additional time. Except as might otherwise be provided under "Termination of Contract and Liquidated Damages" below, the decision of the City on whether or not the Contractor shall be granted an extension of time, and the amount thereof, shall be final.

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

(c) Notwithstanding any other provision of the contract to the contrary, if the City deems the same to be in the best interests of the City, for any cause or reason whatsoever, then the City may grant the Contractor such extensions of time for completion of work required under the contract as the City shall determine necessary and in the best interest of the City.

Inspection of Work and Correcting of Defects: All work under the contract shall be subject to inspection, surveillance and testing by the City at all reasonable times, both on the project area herein described and elsewhere. All such inspections shall be performed in such a manner as will not unduly delay the work. At any time during the performance of the contract, the City may require the Contractor to remedy, by whatever means necessary, any failure by the Contractor to comply with the Contractor's obligations under this contract. Following final acceptance, the Contractor's warranty obligations shall be as set forth in General Terms and Conditions §44.

Disputes: Any controversy or claim arising out of, or relating to, the contract or breach thereof, which cannot be resolved by mutual agreement, shall be resolved in accordance with General Terms and Conditions §27 (Dispute Resolution, Jurisdiction and Venue), including its exclusive vesting of jurisdiction in the Circuit Court of Kanawha County, West Virginia, or the Federal District Court for the Southern District of West Virginia.

Project Closeout: Project Closeout shall include the following:

Final Cleanup: It shall be the responsibility of the Contractor to always keep the construction area clean from trash and debris. The final cleanup shall be reviewed by the City Engineer or Building Commissioner prior to final payment.

Final Inspection: Contractor shall participate in a final inspection with the City's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to the City's final acceptance of the Work. Contractor shall always be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that the Work complies with the requirements of the Contract prior to final acceptance. Final acceptance does not waive or release Contractor from its obligation to ensure that the Work complies with the Contract requirements.

Termination of Contract and Liquidated Damages: If the Contractor refuses or fails to prosecute this work in a workmanlike manner, to the satisfaction of the City or contrary to the terms of the agreement, or fails to work with such diligence as will insure its completion within the time specified in the contract, including extensions, if any be granted, then the City by written notice to the Contractor may terminate the Contractor's right to proceed with the work. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Contractor shall be liable to the City for any additional cost incurred by the City in the completion of the work and, in addition, the Contractor shall also be liable for liquidated damages for any delay in the completion of the work as is outlined in the following paragraph.

Consistent with this provision, should the Contractor fail to complete the Work within the Contract Time specified in Sections 3 and 19 of the General Terms and Conditions, or within any duly authorized extension thereof, the City will assess liquidated damages against the Contractor in the amount of one thousand dollars (\$1,000.00) for each calendar day the Work remains incomplete beyond the specified Contract Time. Liquidated damages assessed under this Section represent a reasonable estimate of the City's costs for contract administration, inspection, and public inconvenience resulting from the

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

Contractor's delay, and are not to be construed as a penalty. The City may deduct the amount of liquidated damages so accrued from any money due or to become due the Contractor, or may recover such amount from the Contractor and/or its surety.

Compliance with Laws: Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations affecting the Work. See General Terms and Conditions §20 (Compliance with Laws).

All notices required or authorized to be given to the City by the Contractor pursuant to the contract shall be delivered by the Contractor to the City Manager, City of Charleston, 501 Virginia Street East, Room 101, Charleston, WV 25301.

Subcontracting Requirements: See General Terms and Conditions, Additional Terms and Conditions (Construction Contracts Only) §7 (Subcontractor List Submission), for the required subcontractor list and its content, submission, and substitution requirements.

Insurance Requirements: See General Terms and Conditions §10 (Insurance) for Contractor's required insurance coverages.

Bid Bond: See General Terms and Conditions, Additional Terms and Conditions (Construction Contracts Only) §2 (Bonds), for the required Bid Bond, Performance Bond, and Labor/Material Payment Bond.

7. CONTRACT AWARD:

7.1 Contract Award: The Contract is intended to provide the City with the Demolition Services described in these specifications. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications, subject to compliance with all General Requirements, CDBG/Davis-Bacon federal requirements, and required bonding. Award of any contract resulting from this Solicitation is further contingent upon completion of the environmental review required under 24 CFR Part 58 (including the Section 106 historic preservation review) and receipt of Release of Funds (ROF) from HUD, as set forth in the Federal Funds Addendum. The City reserves the right to delay award, or to cancel this Solicitation without award, if such clearance is not obtained.

7.2 Pricing Page: Vendor should complete a 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.

7.3 Payment: Vendor shall accept payment in accordance with the payment procedures of the City of Charleston, WV. The City shall pay the Contract Price upon completion and final acceptance of the Work, as set forth under Contract Price in Section 6 (Conditions of the Work).

8. VENDOR DEFAULT:

8.1 The following shall be considered a vendor default under this Contract:

8.1.1 Failure to perform the Demolition Services in accordance with the requirements contained herein.

8.1.2 Failure to comply with other specifications and requirements contained herein.

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Work performed under this Contract, including but not limited to the Davis-Bacon and Related Acts (federal prevailing wage).

8.1.4 Failure to remedy deficient performance upon request.

8.1.5 Failure to maintain required insurance coverage, certifications, or bonding.

8.2 The following remedies shall be available to City upon default:

8.2.1 Immediate cancellation of the Contract.

8.2.2 Immediate cancellation of one or more release orders issued under this Contract.

8.2.3 Withholding of payment until the Work is brought into compliance.

8.2.4 Any other remedies available in law or equity.

9. CONTRACT DOCUMENTS:

The contract shall consist of the following documents:

(a) These specifications;

(b) Any addenda or supplements to the specifications;

(c) General Terms and Conditions;

(d) Federal Funds Addendum and CDBG Vendor Certification (see Section 4, Federal Funding Requirements (CDBG));

(e) Weekly Certified Payroll Reports (WH-347 or equivalent), submitted throughout performance;

(f) Exhibit A - Asbestos Inspection Report, The Thrasher Group, Inc., dated August 25, 2026 (Project No. T70-11851); and

(g) Exhibit B - U.S. Department of Labor Davis-Bacon Wage Determination applicable to this Contract.

Vendor shall furnish all licenses, certifications, permits, bonds, and insurance required under the General Terms and Conditions and the Contract Documents listed above.

REQUEST FOR QUOTATION
CITY OF CHARLESTON, WV
2026-41 Demolition of Condemned Church Building

PRICING PAGE

We agree to provide the City of Charleston, WV the demolition, asbestos abatement, and site restoration Demolition Services described in the attached specifications for the price(s) listed below:

Phase / Line Item	Basis of Payment	Unit Price / Lump Sum
1. Asbestos Abatement (all-inclusive of all asbestos-containing materials in the Building, including the rooftop and flooded basement areas)	Lump Sum	\$
2. Demolition of Structure, Leveling, Compaction, Filling, and Seeding (incl. utility disconnection, foundation/basement removal, impervious surfaces, misc. debris, disposal)	Lump Sum	\$
TOTAL BID PRICE (Items 1-2)	—	\$

The lump sum prices above shall be all-inclusive of all labor, equipment, materials, transportation, and disposal costs necessary to fully complete each item as described in these specifications, including the Known Inaccessible/Rooftop Area and Known Inaccessible/Submerged Area described in Section 5. No separate Change Order shall be issued for those areas, and no unit pricing or quantity-based pricing shall be submitted for any item on this Pricing Page.

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

FEDERAL FUNDS ADDENDUM
Community Development Block Grant (CDBG) - U.S. Department of Housing and Urban Development

24 CFR Part 570 | 2 CFR Part 200 | Davis-Bacon and Related Acts

NOTICE: This procurement is funded in whole or in part by a federal Community Development Block Grant (CDBG) administered by the U.S. Department of Housing and Urban Development (HUD) and passed through to the City of Charleston, WV. Submission of a bid constitutes Vendor's acknowledgment of and agreement to comply with all applicable federal, State of West Virginia, and City of Charleston terms and conditions.

1. Uniform Guidance - 2 CFR Part 200. Vendor shall comply with all applicable provisions including procurement standards, record retention, audit requirements, and allowable costs.
2. Davis-Bacon Act - 40 U.S.C. §3141 et seq., as required for CDBG-funded construction contracts over \$2,000 under 24 CFR §570.603. All laborers and mechanics employed on this project shall be paid not less than the prevailing wage rates set forth in the applicable U.S. Department of Labor wage determination - General Decision No. WV20260038, dated May 18, 2026 - attached hereto as Exhibit B. Certified payrolls (WH-347 or equivalent) shall be submitted weekly to the City. Vendor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. §874; 29 CFR Part 3). Form HUD-4010, Federal Labor Standards Provisions, attached hereto as Exhibit C, is incorporated into and made part of this contract. In the event of a conflict between Form HUD-4010 and any other provision of the contract documents, Form HUD-4010 shall govern.
3. Contract Work Hours and Safety Standards Act - 40 U.S.C. §3701 et seq. Laborers and mechanics shall not work in excess of forty (40) hours per week without overtime compensation at one and one-half times the regular rate of pay.
4. Section 3 of the Housing and Urban Development Act of 1968 – 24 CFR Part 75. To the greatest extent feasible, Vendor shall provide economic opportunities - training, employment, and contracting - generated by this CDBG-funded project to Section 3 workers and Section 3 business concerns, and shall comply with all applicable Section 3 reporting requirements.
5. Debarment and Suspension - 2 CFR Parts 180 and 2424 (HUD implementation). Vendor certifies it is not debarred, suspended, or excluded from federal participation. Vendor shall verify subcontractor status through www.sam.gov prior to entering any subcontract.

6. Byrd Anti-Lobbying Amendment - 31 U.S.C. §1352. Vendor certifies no federal appropriated funds have been or will be paid to any person to influence the awarding of this Contract.

7. Clean Air Act and Federal Water Pollution Control Act – 42 U.S.C. §7401 et seq.; 33 U.S.C. §1251 et seq. Vendor shall comply with all applicable requirements for contracts and subgrants exceeding \$150,000.

8. ADA / Section 504 Compliance – All work performed under this Contract shall conform to the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act, as applicable to the scope of work.

9. Environmental Review – 24 CFR Part 58. Award of any contract resulting from this Solicitation is contingent upon completion of the environmental review required under this Part and receipt of Release of Funds (ROF) from HUD. The City reserves the right to delay award, or to cancel this Solicitation without award, if environmental clearance is not obtained.

10. Lead-Based Paint – 24 CFR Part 35. The Lead Safe Housing Rule applies to “target housing” and does not apply to this Work, as the Building is a non-residential structure to be fully demolished. The Building was constructed in the 1920s and is presumed to contain lead-based paint. Vendor is solely responsible for compliance with OSHA's Lead in Construction Standard (29 CFR §1926.62) and all applicable hazardous waste disposal requirements, and all associated costs are included in Vendor's lump sum Base Bid, as set forth in Section 5 (General Requirements) of the specifications.

11. Historic Preservation – Section 106 of the National Historic Preservation Act, 36 CFR Part 800. Award of any contract resulting from this Solicitation is contingent upon completion of the Section 106 review process, including confirmation of State Historic Preservation Office (SHPO) review status for 915 Main St. The City reserves the right to delay award, or to cancel this Solicitation without award, if such clearance is not obtained. Contractor shall immediately notify the City of any unanticipated discovery of archaeological or cultural resources during demolition.

12. Record Retention – 2 CFR §200.334. Vendor shall retain all records pertinent to this Contract for three (3) years following closeout of the CDBG grant, available to the City, HUD, and the Comptroller General upon request.

13. Access to Records – 2 CFR §200.337. Vendor shall provide the City, HUD, and authorized representatives access to all records directly pertinent to this Contract.

14. Termination – 2 CFR §200.340. City may terminate for cause upon default, or for convenience upon thirty (30) days' written notice, with compensation for allowable costs incurred.

15. No Obligation by Federal Government – The federal government is not a party to this Contract and is not subject to any obligations or liabilities arising from it.

16. Program Fraud – 31 U.S.C. Chapter 38. False statements or claims may subject Vendor to criminal, civil, or administrative penalties.

FEDERAL FUNDS ADDENDUM - VENDOR CERTIFICATION

CERTIFICATION: By signing below, the authorized representative of the Vendor certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a Member of Congress in connection with the awarding of this federally-funded contract.
2. Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
3. Vendor has not within a three (3) year period preceding this bid been convicted of or had a civil judgment rendered against it for commission of fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.
4. Vendor will pay all laborers and mechanics not less than the wage rates set forth in the applicable Davis-Bacon wage determination (General Decision No. WV20260038, dated May 18, 2026; Exhibit B) and will submit certified payrolls weekly to the City.
5. Vendor will provide economic opportunities generated by this project to Section 3 workers and Section 3 business concerns to the greatest extent feasible.
6. Vendor will comply with all environmental review conditions established for this project, and will immediately notify the City of any unanticipated discovery of cultural or archaeological resources during demolition.
7. All work performed under this Contract will conform to the ADA and Section 504 of the Rehabilitation Act, as applicable.
8. Vendor will comply with all applicable requirements of all federal laws, executive orders, regulations, and policies governing the CDBG program.

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

Exhibit A

Asbestos Inspection Report

Asbestos Inspection

**Religious Coalition for Community Renewal
1117 Quarrier Street
Charleston, WV 25301**

**Inspection Location
Former Rehoboth Cathedral of Christ Church
915 Main Street
Charleston, WV 25302**

**Prepared by:
The Thrasher Group
1000 Corporate Landing
Charleston, WV 25311**

**August 25, 2026
T70-11851 Phase 007 Task 0017**

Table Of Contents

1	Introduction.....	5
1.1	Purpose and Scope of Work.....	5
1.2	Site Locations and Descriptions	5
2	ACM Survey	6
2.1	Sampling Locations and Methods	6
2.2	Analytical Test Results	6
3	Conclusions and Recommendations	6
3.1	ACM.....	6
3.2	Preparation for Construction	7
4	Limitations.....	7

Figures

Figure 1	Site Location
Figure 2	Sample Location Maps

Appendices

Appendix A	Site Photos
Appendix B	Analytical Results
Appendix C	Certification and License

EXECUTIVE SUMMARY

Building Information: Former Rehoboth Cathedral of Christ, a two-story mixed-construction building consisting of brick, concrete, wood, and metal, with a flooded basement.

Building address: Former Rehoboth Cathedral of Christ Church
915 Main Street
Charleston, WV 25302

Current Building owner: Rehoboth Cathedral of Christ Church

Contact name: John Butterworth, Charleston Land Reuse Agency

Building description Approximately 22,000 Square Feet not including basement

Construction date: Unknown

Inspection date: July 22, 2026, July 23, 2026, August 4, 2026, and August 5, 2026

Inspector: Mr. Robert Smith
WV License #AI010913, expires 2/28/2027
Mr. Elliot Butcher
WV License #AI011141, expires 2/28/2027

Asbestos Containing Materials (ACM)

LOCATION	Sample #'s	MATERIALS	ASBESTOS %	QUANTITY	Friable/ Non- Friable
Rooms 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 16, 17	915-10, 11, 12, 13, 14, 15, 16, 17, 18	White 9"x 9" Floor Tile	5%	Approximately 3,474 SF	Non-Friable
Rooms 1, 2, 3, 4, 5, 6, 7, 8, 12, 13, 14, 16, 17	915-10b, 11b, 12b, 13b, 14b, 15b, 16b, 17b, 18b	Black Mastic	3%	Approximately 3,474 SF	Non-Friable
Rooms 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 57, 59, 60, 61, 62	915-25, 26, 27, 30, 31, 47, 48, 49, 50, 51, 52, 53, 54, 55	Black 9"x 9" Floor tile	6%	Approximately 14,499 SF	Non-Friable

LOCATION	Sample #'s	MATERIALS	ASBESTOS %	QUANTITY	Friable/ Non-Friable
Rooms 18, 19, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 57, 58, 59, 60, 61, 62	915-25b, 26b, 27b, 30b, 31b, 47b, 48b, 49b, 50b, 51b, 52b, 53b, 54b, 55b	Black Mastic	3%	Approximately 14,499 SF	Non-Friable
All Windows	915-32, 33, 34	Window Glaze	2%	Approximately (13) 4'x5' (18) 5'x6' (2) 3'x4' (3) 4'x9' (10) 5'x7' (31) 4'x6' (3) 5'x9' (1) 2'x3' (2) 5'x20'	Non-Friable
Room 21 and possibly in attic/wall cavities	915-41, 42	HVAC Expansion Cloth on Ductwork	90%	Approximately 40 LF (Visually)	Friable
Rooms 2, 4, and could be some hidden	915-45, 46	Roof Drain Insulation	5%	Visually, approximately 2 Roof Drains	Friable
Room 37	915-65, 66	Gray 9"x 9" Floor Tile (Mastic is Negative), Top layer over black 9"x 9" Tile	2%	Approximately 436 SF	Non-Friable
Room 31	915-82	2'x 2' Ceiling Tiles on floor (Cross Contaminated from pipe insulation debris)	25%	Approximately 100 SF of contaminated flooring debris.	Friable
Room 24 (Could be a representative of what's in the walls/basement area	915-107, 108	Pipe Insulation	12%	Appears to be (1) 90-degree mud fitting.	Friable
Rooms 25 & 55	915-111, 111b, 112, 112b	Gray 12"x 12" Floor Tile is negative. However, the mastic is asbestos	3%	Approximately 53 SF	Non-Friable
Rooms 27, 31, 49 (Visually, Possibly in Wall/Attic Cavities)	915-113, 114	Pipe Insulation	15%	Visually, approximately 50 LF	Friable
Rooms 9, 10, 11	915- 30 & 31	Tan/Black 9"x 9" Floor Tile	4%	Approximately 78 SF	Non-Friable

LOCATION	Sample #'s	MATERIALS	ASBESTOS %	QUANTITY	Friable/ Non- Friable
Rooms 9, 10, 11	915- 30b & 31b	Black Mastic	3%	Approximately 78 SF	Non-Friable
Flooded Basement (Presumed)	N/A	Unknown	Presumed	Unknown	Unknown
Main Roof of Sanctuary, Gym, and 2nd Floor Area	Unknown	Presumed	Presumed	Unknown	Unknown

1 INTRODUCTION

1.1 Purpose and Scope of Work

The Thrasher Group, Inc. (Thrasher), conducted an asbestos containing material (ACM) inspection located at the Former Rehoboth Cathedral of Christ Church, 915 Main Street, Charleston, WV 25302. The inspection was conducted on July 22, July 23, August 4, and August 5, 2026, by Robert C. Smith, WV licensed number AI010913, expires 2/28/2027 and Elliot Butcher, WV licensed AI011141, expires 2/28/2027. At the time of inspection, The Thrasher Group is working with John Butterworth (Charleston Land Reuse Agency) on behalf of the Religious Coalition of Community Renewal and the assistance of the Kanawha County Brownfields Grant to perform environmental, and possible conceptual designs for developing the property.

The goal of this inspection is to locate and quantify any asbestos containing materials located in or on this structure. Samples were taken from areas based upon both selective and random sampling strategies depending upon the nature of the suspect material and its condition, size, and type.

Non-destructive sampling is taking small samples of material, in areas that are hidden (behind doors, electric switch plates etc.). These locations are not marked at the sampling point unless requested by the client.

In general, non-destructive sampling will be utilized, unless the inspector suspected asbestos containing material to be located in an inaccessible area, such as pipe insulation in a wall or if this project is scheduled for demolition. The inspector, if possible, may have removed a portion of the interfering material to gain sampling access. However, demolition and renovation contractors should be alert that non-sampled asbestos containing materials might be present in such inaccessible areas. The areas sampled at this location are areas where damaged building materials already existed.

Each sample was assigned a unique sample identification number composed of a four (4) or five (5) -digit identification code.

1.2 Site Locations and Descriptions

The inspection took place at the Former Rehoboth Cathedral of Christ Church, 915 Main Street, Charleston, WV 25302, physically located at the Global Positioning System coordinates +38.363973°, -81.656114°.

The age of the structure is unknown. The structure is approximately 22,000 SF not including basement. Site location maps are attached as **Figure 1**.

2 ACM SURVEY

2.1 Sampling Locations and Methods

Sample methodology was conducted in general accordance with United States Environmental Protection Agency and Occupational Safety and Health Administration (OSHA) regulations. Samples were submitted to Pinnacle Consultants, LLC (Pinnacle). Pinnacle is a WV-licensed asbestos analytical laboratory that performs analysis of bulk asbestos samples by polarized light microscopy (PLM) to identify the presence and type of asbestos, as described in 40 CFR 763: Asbestos Hazard Emergency Response Act and 40 CFR 63, Subpart M: National Emission Standards for Hazardous Air Pollutants (NESHAP). The homogeneous materials sheet identifies and provides descriptions of homogeneous areas, type of material, and analysis results. Samples taken from specific locations were representative of the homogenous materials found within the identified areas.

Photographic documentation is provided in **Appendix A**. Representative bulk samples of suspect ACM were collected within each homogeneous area, which are areas with the same color, texture, and system. The collected bulk samples were stored in labeled and sealed zip-top bags and delivered to Pinnacle. Professional judgment was used in the selection of the number of bulk samples collected for laboratory testing and was in general accordance with OSHA and NESHAP requirements for asbestos sampling.

2.2 Analytical Test Results

ACM is defined as any material containing greater than one percent (>1%) asbestos, as determined using PLM. ACM was found in the sample analysis. Full analytical results for all sampled areas are included in **Appendix B and the Executive Summary**.

3 CONCLUSIONS AND RECOMMENDATIONS

3.1 ACM

According to the analytical results, the suspected ACM samples taken on July 22nd, July 23rd, August 4th, and August 5, 2026, were confirmed to contain asbestos. Only a portion of Roofing materials were tested for the presence of asbestos. However, the Sanctuary, 2nd Floor, and Gymnasium roofs were not inspected due to safety issues and are presumed to be asbestos. It is highly recommended, and required by West Virginia State law, that roofing materials be tested for asbestos prior to demolition or renovation. Excluding the roofing materials, the focus of this inspection was for demolition purposes. Furthermore, at the time of inspection, the basement was not inspected because it was flooded. The City of Charleston Sanitation Department attempted to drain the basement but was unsuccessful because of extreme building debris. It is advised to take extreme caution at time of demolition that the basement could be full of asbestos containing materials. Please see the **executive summary page** and the analytical results in **Appendix B**.

3.2 Preparation for Construction

Any materials found hidden in such inaccessible areas during the demolition/renovation project and not listed in this report, must be sampled by a West Virginia Licensed Asbestos Inspector.

4 LIMITATIONS

This report and the associated work have been provided in accordance with the principles and practices generally employed by the local environmental consulting profession. This is in lieu of all warranties, expressed or implied.

The conclusions presented in this report are professional opinions based solely upon indicated data described in this report. Thrasher does not assume any liability for information that has been misrepresented to Thrasher by others or for items not visible, accessible, or present on the subject property during the time of this investigation. The conclusions and recommendations are intended exclusively for the purpose outlined herein and for the site location and project indicated. This asbestos inspection has been prepared for the Religious Coalition for Community Renewal. This report shall not be relied upon by or transferred to any additional parties or used for any other purpose without the expressed written authorization of Thrasher.

Opinions and recommendations presented herein apply to the site conditions existing at the time of Thrasher's investigation and cannot necessarily apply to site changes of which Thrasher is not aware of and has not had the opportunity to evaluate. Changes in the conditions of this property may occur with time due to natural processes or anthropogenic activities on the subject site or adjacent properties. Changes in applicable standards may also occur as a result of legislation or the broadening of knowledge. Accordingly, the findings of this report may be invalidated, wholly or in part, by changes beyond Thrasher's control. Opinions and judgments expressed herein are based on Thrasher's understanding and interpretation of current regulatory standards and should not be construed as legal opinions. Inspector credentials are included in **Appendix C**.

The Thrasher Group, Inc.



Robert C. Smith

Asbestos Inspector

License Number – AI010913 expires 2/28/2027

Exhibit B

Davis Bacon Wage Determination

State: West Virginia

Construction Types: Building

Counties: West Virginia Counties of
Kanawha

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

ASBE0002-002 08/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 46.50	29.43

BOIL0667-005 01/01/2025

	Rates	Fringes
BOILERMAKER.....	\$ 47.13	28.93

BRWV0009-006 12/01/2022

	Rates	Fringes
BRICKLAYER (BRICKLAYER & BRICK POINTER/CAULKER/CLEANER).....	\$ 31.65	25.56

BRWV0009-007 12/01/2022

	Rates	Fringes
TILE SETTER.....	\$ 31.65	25.56

BRWV0009-008 12/01/2022

	Rates	Fringes
MASON - STONE.....	\$ 31.65	25.56

BRWV0015-014 06/01/2024

	Rates	Fringes
TILE FINISHER.....	\$ 27.00	22.57

CARP0439-003 12/01/2024

	Rates	Fringes
CARPENTER (INCLUDING DRYWALL HANGING, FORM WORK, SCAFFOLD BUILDER AND FLOOR LAYING - CARPET, HARDWOOD, RESILIENT AND VINYL).....	\$ 33.84	25.51

CARP0443-009 06/01/2023

MILLWRIGHT.....	Rates \$ 37.40	Fringes 26.06

ELEC0466-010 06/01/2023		
ELECTRICIAN (INCLUDING LOW VOLTAGE WIRING).....	Rates \$ 39.00	Fringes 23.45

ENGI0132-011 12/01/2024		
POWER EQUIPMENT OPERATOR: GROUP 4 BOBCAT/SKID STEER/SKID LOADER, FARM TYPE TRACTOR, LOADER.....	Rates \$ 34.71	Fringes 22.05
POWER EQUIPMENT OPERATOR: GROUP 3 BACKHOE, BULLDOZER, EXCAVATOR, FORKLIFT, NON-FARM TYPE TRACTOR, ALL OTHER CRANES, ALL OTHER MECHANICS.....	\$ 45.21	22.05
POWER EQUIPMENT OPERATOR: GROUP 2 OPERATING CRANES AND TOWER CRANES WITH A LIFTING CAPACITY OF 15 TONS AND OVER.....	\$ 46.21	22.05
POWER EQUIPMENT OPERATOR: GROUP 1 ALL FRICTION CRANES, TOWER CRANES AND ALL CRANES WITH 180 FT. OR MORE OF BOOM INCLUDING MAST AND JIBS OR LIFTING CAPACITY OF 100 TONS OR MORE AND HOISTS WITH 30,000 POUND LINE PULL OR MORE, MECHANICS WITH TOOLS WITH 3/4 INCH DRIVE AND BELOW.....	\$ 46.56	22.05

IRON0549-006 12/01/2022		
IRONWORKER: ORNAMENTAL.....	Rates \$ 35.19	Fringes 25.66

IRON0787-004 12/01/2025		
IRONWORKER (REINFORCING AND STRUCTURAL).....	Rates \$ 36.10	Fringes 24.65

LAB01353-005 12/01/2020		
LABORER: GROUP 3 PIPELAYER.....	Rates \$ 25.62	Fringes 17.25
LABORER: GROUP 2 BOBCAT OPERATOR (CLEAN UP/DEMOLITION), CHIPPING GUNS, CONCRETE SAW (HAND HELD/WALK BEHIND), CONCRETE WORKER, FENCE ERECTION, GRADE CHECKER, JACK HAMMER, MASON TENDER-BRICK, MASON TENDER-CEMENT/CONCRETE, MORTAR MIXER, SCAFFOLD BUILDER (BRICK AND MASONRY), SKYTRAK FORKLIFT OPERATOR, TAMPER (HAND HELD), WACKER ROLLER OPERATOR.....	\$ 24.78	17.25
LABORER: GROUP 1 CARPENTER TENDER, COMMON OR GENERAL, DEMOLITION, LANDSCAPE, WATER BOY.....	\$ 24.16	17.25

PAIN0970-008 12/01/2022		
PAINTER (DRYWALL FINISHING/TAPING; BRUSH, ROLLER AND SPRAY).....	Rates \$ 30.85	Fringes 17.80

PAIN1195-002 12/01/2024		
GLAZIER.....	Rates \$ 32.89	Fringes 13.38

PLAS0926-010 12/01/2024		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 32.52	22.34

PLAS0926-011 06/01/2024		
	Rates	Fringes
PLASTERER (EIFS).....	\$ 32.52	22.34
CEMENT MASON/CONCRETE FINISHER.....	\$ 34.77	26.66

PLUM0083-004 07/01/2025		
	Rates	Fringes
PIPEFITTER.....	\$ 38.04	39.72

PLUM0565-004 07/01/2025		
	Rates	Fringes
PLUMBER.....	\$ 41.00	37.63

ROOF0034-003 05/01/2023		
	Rates	Fringes
ROOFER.....	\$ 29.75	16.71

SHEE0033-013 06/01/2023		
	Rates	Fringes
SHEET METAL WORKER (INCLUDES HVAC DUCT INSTALLATION).....	\$ 32.07	27.52

TEAM0175-005 10/01/2024		
	Rates	Fringes
TRUCK DRIVER: GROUP 3 DUMP TRUCK (5 CU. YDS. & OVER), TRACTOR HAUL TRUCK, WATER TANK TRUCK (SEMI)..	\$ 29.96	22.50
TRUCK DRIVER: GROUP 2 DUMP TRUCK (UP TO 5 CU. YDS.), WATER TANK TRUCK (STRAIGHT).....	\$ 29.81	22.50

UAVGWV0026 01/01/2019		
	Rates	Fringes
LABORER: POWER TOOL OPERATOR.....	\$ 23.10	16.75

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **◆SU◆**, **◆UAVG◆**, **◆SA◆**, or **◆SC◆** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was

updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ♦SU♦ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

♦SU♦ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ♦SA♦ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ♦SA♦ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be

directed to the WHD Branch of Construction Wage Determinations.
Requests can be submitted via email to BCWD-Office@dol.gov or
by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested
party (those affected by the action) that disagrees with the
decision can request review and reconsideration from the Wage
and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).
Requests for review and reconsideration can be submitted via
email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the
interested party's position and any information (wage payment
data, project description, area practice material, etc.) that
the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an
interested party may appeal directly to the Administrative
Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

Exhibit C

Federal Labor Standards Provisions

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

- i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

- A.** In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:
1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
 2. The classification is used in the area by the construction industry; and
 3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- B.** The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

- A.** The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 2. The classification is used in the area by the construction industry; and
 3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- vi. Interest** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- D.** A contractor's assignee(s);
- E.** A contractor's successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

A. Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

B. Information required Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

C. Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;
2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
 - D. **Use of Optional Form WH-347** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by 29 CFR 5.5(a)(3)(ii)(C).
 - E. **Signature** The signature by the contractor, subcontractor, or the contractor’s or subcontractor’s agent must be an original handwritten signature or a legally valid electronic signature.
 - F. **Falsification** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
 - G. **Length of certified payroll retention** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iii. **Contracts, subcontracts, and related documents** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- iv **Required disclosures and access**
- A. **Required record disclosures and access to workers** The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
 - B. **Sanctions for non-compliance with records and worker access requirements** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
 - C. **Required information disclosures** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

- A. Rate of pay** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- B. Fringe benefits** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- C. Apprenticeship ratio** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- D. Reciprocity of ratios and wage rates** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- ii Equal employment opportunity** The use of apprentices and journeymen under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;

iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or

iv. Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms “laborers and mechanics” include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).

3. Withholding for unpaid wages and liquidated damages

i. Withholding process The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii Priority to withheld funds The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- A.** A contractor’s surety(ies), including without limitation performance bond sureties and payment bond sureties;
- B.** A contracting agency for its procurement costs;
- C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor’s bankruptcy estate;
- D.** A contractor’s assignee(s);
- E.** A contractor’s successor(s); or
- F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- 5 Anti-retaliation** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- ii. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- iv. Informing any other person about their rights under CWHSSA or 29 CFR part 5.

- C. CWHSSA required records clause** In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

- D. Incorporation of contract clauses and wage determinations by reference** Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

- E. Incorporation by operation of law** The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **\$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.



City of Charleston, WV

2026-41 Demolition of Condemned Church Building

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:	Rehoboth Cathedral of Christ
	915 Main Street
	Charleston, WV 25302
Date:	October 27, 2026
Time:	1:00 PM

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.



City of Charleston, WV

2026-41 Demolition of Condemned Church Building

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 Coordinator. 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 DATE:	November 2, 2026
QUESTION SUBMISSION TIME:	1:00 PM



City of Charleston, WV

2026-41 Demolition of Condemned Church Building

Submit Questions to:

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

4. BID SUBMISSION: Paper bids will be accepted either by hand delivery, mail, or courier service. Electronic bids will be accepted through the online procurement platform BidExpress. **Emailed bids will not be accepted.** Regardless of delivery method, bids must be received by City staff 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. Bids that are not received on or before the closing date and time, will not be considered for contract award.

BID OPENING DATE:	November 10, 2026
BID OPENING TIME:	1:00 PM

Submit bids to:

Paper Bids Submitted to:	Rodney Burdette, Purchasing Coordinator City of Charleston 501 Virginia Street East, Room 101 Charleston, WV 25301
Electronic Bids:	www.bidexpress.com

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

5.1 Marked on the outside of the Envelope:

A. Vendor Name



City of Charleston, WV

2026-41 Demolition of Condemned Church Building

B. Vendor Address

C. Solicitation Number and Name

D. BID OPENING DATE and BID OPENING TIME

5.2 Completed Signed forms to Include with Bid:

1. Pricing Page
2. Contact and Signature Form
3. Purchasing Affidavit
4. Protest Acknowledgement Form
5. Addendum Acknowledgement Form
6. Certification of Insurance
7. Any Required Certifications or License
8. Any and all additional forms listed in the Specifications or Terms and Conditions
9. Bid Bond (if Applicable)
10. Drug Free Affidavit
11. Subcontractor List (if Applicable)
12. Federal Funds Addendum

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 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 bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid 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



City of Charleston, WV

2026-41 Demolition of Condemned Church Building

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: This project is funded in whole or in part with federal Community Development Block Grant (CDBG) funds. In accordance with 2 CFR 200.319, the City's local vendor preference does NOT apply to this solicitation.

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 because 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.



City of Charleston, WV

2026-41 Demolition of Condemned Church Building

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 as 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.



2026-41 Demolition of Condemned Church Building

GENERAL TERMS AND CONDITIONS

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. The plans, specifications, and other specified provisions thereto and Vendor's response thereto, including but not limited to specifications, warranty information, any addendums, and all other information provided by Vendor, are incorporated herein and made a part hereof, collectively, as "Attachment A."

In consideration of such payments and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Vendor agrees to provide the Materials and perform the Services in accordance with the provisions of this Agreement, Attachment A, and all other exhibits attached hereto and documents incorporated herein by reference.

The parties acknowledge and agree that Attachment A is intended to and shall supplement the terms of this Agreement, but in the event of any inconsistency between the provisions of this Agreement and Attachment A, City shall have the exclusive right to elect which provision shall control. The parties further acknowledge and agree that in the event of any inconsistency between the Request, including attachments thereto, and Vendor's responses, including any attachments thereto, contained in Attachment A, City shall have the exclusive right to elect which provision shall control.

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 vendor's 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.



2026-41 Demolition of Condemned Church Building

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 one (1) year. Renewal Term: This Contract may be renewed upon the mutual written consent of the City and the Vendor. All requests 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 two (2) successive one (1) year periods. Automatic renewal of this Contract is prohibited. This Contract becomes effective on the effective start date listed on the Notice to Proceed.~~

☐ ~~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.~~



2026-41 Demolition of Condemned Church Building

☒ Construction/Project: This Contract becomes effective on the effective start date listed on the Notice to Proceed and must be completed within forty-five (45) calendar days after the Notice to Proceed is issued.

☐ Other: _____ 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. This Contract becomes effective on the effective start date listed on the Notice to Proceed.

4. PROCUREMENT OF AGREEMENT: Vendor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation.

Vendor represents and warrants that it is authorized to do business in the State of West Virginia and may lawfully perform the Services and provide the Materials required by this Agreement without violating any Federal, State, or local law or regulation.

The Vendor represents and warrants that the execution, delivery and performance hereof including the performance of the Services and the sale of the Materials have been authorized and approved by all necessary action on its behalf, constitutes its valid and binding obligation and that the same shall not violate any law or agreement binding on or applicable to Vendor.

5. FAIR PRACTICES: Vendor, and each person signing on behalf of Vendor, represents, warrants, and certifies, under penalty of perjury, that to the best of their knowledge and belief:

The prices in Attachment A have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such price with any other bidder or with any competitor.

Unless otherwise required by law, the prices stated in this Agreement and Attachment A have not been knowingly disclosed by Vendor prior to the proposal opening, directly or indirectly, to any other bidder or to any competitor.

No attempt has been made or will be made by Vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.



2026-41 Demolition of Condemned Church Building

6. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon the date of the Notice to Proceed signed by the City Manager or their designee.

7. 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.

8. 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.

9. 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:



2026-41 Demolition of Condemned Church Building

☒ **LICENSE(S) WV Contractor's License**

☒ **CERTIFICATION(S)**

☒ **PERMIT(S)**

☒ **WV Asbestos Abatement Contractor/Supervisor Certification**

☒ **Proof of Asbestos Abatement Notification filed with the applicable state regulatory agency prior to commencement of abatement**

☒ **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 (including asbestos abatement licensure per Section 5, General Requirements – Asbestos Abatement).**

10. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award and shall name the City as an additional insured for purposes of this Agreement and the indemnity provisions herein. Vendor shall be responsible for the payment of all deductibles. All policies shall provide primary coverage, shall reflect that the Vendor is responsible for any and all deductibles, and shall otherwise be in such form and with such endorsements and riders as the City shall specify. Insurance coverage required herein shall be furnished by a company approved by the insurance commission of the State of West Virginia. In the event that Vendor's insurer denies coverage or terminates Vendor's insurance coverage, the City may, at its option, terminate this Agreement immediately. 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 cancellation, 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.**



2026-41 Demolition of Condemned Church Building

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

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

☐ 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: \$1,000,000.00 per occurrence.

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

11. 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.

12. 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.

13. 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.

14. 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 Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing,



2026-41 Demolition of Condemned Church Building

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.

15. 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.

Requests for payment for Materials provided and Services performed in any month shall be prepared and submitted monthly by Vendor in the form of a proper detailed invoice. The City will pay proper requests for payments within thirty (30) days following City's receipt of a proper request for payment. For contracts involving construction services or architecture and engineering services, the City may withhold ten percent (10%) of each interim payment. Vendor shall provide a certified payroll with each invoice submitted. **Invoices shall be mailed to: City Manager, City of Charleston, P.O. Box 2749, Charleston, WV 25330, or hand delivered to City Manager, 501 Virginia Street East, Charleston, WV.**

City may reject any Services or Materials that do not conform to this Agreement, provided that approval shall not be unreasonably withheld. No payment shall be made until said services are performed to the satisfaction of the City. Vendor shall immediately correct such non-conforming Services or Materials without additional cost to City.

City agrees to pay Vendor the retainage amount accrued and the remaining Total Contract Amount within thirty (30) working days of completion of all the following:

1. Inspection of the Materials and Services by City;
2. Acceptance of the Materials by City;
3. Timely completion of the Services to the satisfaction of City; and
4. Receipt by City of a proper invoice from Vendor.

16. TAXES: The Vendor shall pay and be solely responsible for any applicable sales, use, personal property, or any other taxes directly or indirectly arising out of this Contract and the transactions contemplated thereby, including but not limited to municipal Business and Occupation Taxes. The City is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. 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



2026-41 Demolition of Condemned Church Building

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.

18. CANCELLATION: City shall have the right to terminate this Agreement, in whole or in part, in accordance with the following, or for reasons set forth elsewhere in this Agreement:

- A. Upon the default by Vendor under any covenant or other term or condition of this Agreement or Attachment A, or if any warranty or representation made by Vendor is untrue in any material respect; or
- B. Upon Vendor's becoming insolvent or upon commencement under the Bankruptcy Act of any similar proceeding either voluntarily or involuntarily; or
- C. If funds are not appropriated by City for the purposes of this Agreement. In the event of City's termination pursuant to this section of the Agreement, City agrees to compensate Vendor for all Services and Materials for which funds were appropriated, and which were satisfactorily performed through the date of termination; or
- D. Upon failure by Vendor to perform the Services with sufficient and qualified employees, sufficient and suitable equipment, or with sufficient and suitable Materials to assure the prompt and satisfactory completion of the work; or
- E. If Vendor performs the Services unsuitably or neglects or refuses to remove and replace non-conforming Materials or to correct non-conforming Services to the satisfaction of the City; or
- F. If Vendor fails to maintain General Liability insurance as required herein, with the City and its agents as additional insureds, with limits of at least \$1 million; or
- G. For any other lawful reason, provided that the City provides thirty (30) days' written notice to the Vendor.



2026-41 Demolition of Condemned Church Building

Upon such termination resulting from the default of Vendor, City may, in addition to its other rights and remedies hereunder, institute a civil action for damages or specific performance and exercise such other rights and remedies as it may have under applicable law.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Vendor pursuant to this Agreement shall, at the option of the City, become property of the City.

19. TIME: Time is of the essence regarding all matters of time and performance in this Contract. Vendor shall complete the Services to City's satisfaction:

☒ Project will be completed within forty-five (45) Days after Notice to Proceed is issued.

☐ Within a reasonable time of receiving the notice to proceed

unless the term herein shall be extended by the mutual written agreement of the Parties hereto. If Vendor fails to perform its obligation to provide the Materials and complete the Services by such date, or otherwise breaches the terms of this Agreement or Attachment A, City may, but without any obligation to do so, terminate this Agreement immediately, call Vendor's bonds, engage another vendor or vendors to provide the Materials and/or complete the Services as City may determine, and seek monetary damages from Vendor in addition to other remedies available under this Agreement, Attachment A, or applicable law. Vendor shall not be responsible for: (1) delays occasioned by circumstances beyond the control of Vendor, including property access, labor strikes, lockouts and unavoidable casualties or causes; or (2) changes ordered by City, unless the changes were necessary to correct defects or non-compliance of the Services or the Materials.

20. 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. If Vendor fails to comply with the aforementioned laws and/or requirements, the City may, at its discretion, take appropriate action, including, but not limited to, calling Vendor's bonds and/or terminating this Agreement immediately.

20.1. 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.



2026-41 Demolition of Condemned Church Building

Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

21. PROHIBITED ACTIVITY: During the performance of this Agreement, Vendor or personnel employed hereunder shall not use their position as a Contractor for the City of Charleston to directly promote political activities, inherently religious activities, lobbying, political patronage, or nepotism activities.

22. DILIGENT REVIEW BY VENDOR AND ABILITY TO PERFORM THE SERVICES: Vendor agrees and acknowledges that:

- A. Vendor has examined and carefully studied this Agreement, Attachment A hereto, and other related data identified in the request for bids and the plans, specifications, and other specified provisions thereto;
- B. Vendor has visited the site of the project, has become familiar with it, and is satisfied as to the general, local, and site conditions that may affect cost, progress, provision of the Materials, and performance of the Services;
- C. Vendor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site of the project which may affect cost, progress, provision of the Materials or performance of the Services or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by this Agreement, Attachment A, and all safety precautions and programs incident thereto;
- D. Vendor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the provision of the Materials or performance of the Services at the Total Contracted Price stated herein.
- E. Vendor has given the City Manager and/or the design engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Vendor has discovered in this Agreement and Attachment A hereto, and the written resolution thereof by the City Manager and/or design engineer is acceptable



2026-41 Demolition of Condemned Church Building

to Vendor; and

- F. This Agreement and Attachment A hereto are generally sufficient to indicate and convey understanding of all terms and conditions for provision of the Materials and performance of the Services to the satisfaction of the City.

23. TRAFFIC CONTROL: Vendor shall always conduct work in such a manner and in such sequence as will assure the least interference with traffic. During the performance of the Services, Vendor shall be solely responsible for putting in place adequate safety measures and warnings for both pedestrians and vehicular traffic, including, but not limited to, barricades, flashing lights, flaggers, and all other measures required by law or necessary under the circumstances. Vendor should anticipate pedestrian traffic and shall provide adequate measures to protect the work and the public.

24. RESPONSIBILITY OF AVOIDING STRUCTURES: Vendor shall assume full responsibility for the protection of all property owned by City or by any third party in the vicinity of the project. Vendor shall notify the City Manager if Vendor's work encroaches on structures or property owned by a third party in the area of the project. Vendor shall replace or repair at Vendor's expense any and all property of any kind damaged as a result of Vendor's work at no additional cost to the City.

25. ACCESS: City agrees to take all actions necessary to allow Vendor and its subcontractor(s) authority to enter the property upon which Vendor's Services are to be performed. Vendor shall take all reasonable precautions to minimize any damage to the property covered by the Agreement and to any adjoining property. Any cost of correction, repair, or replacement to such property, or adjoining properties, shall be borne by Vendor.

26. CLEAN UP: Vendor shall pick up all debris and materials resulting from its work and remove it from the job site. Vendor shall dispose of all debris resulting from its work at its own expense and in conformity with applicable Federal, State, and local health and sanitary codes and laws. Vendor shall be responsible for complete and lawful removal of any and all hazardous material/debris resulting from Vendor's work activities from the job site. The final clean up shall be reviewed and approved by the City Engineer prior to final payment.

27. 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,



2026-41 Demolition of Condemned Church Building

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.

28. MODIFICATIONS: This writing is the parties' 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 and, for any modification to be enforced against City, shall reference the Section of this Agreement to be modified and specifically identify the term, condition, or obligation to be modified. Any change to existing contracts that adds work or changes contract cost, and was not included in the original contract, must be approved by the City.

29. 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.

30. 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.

31. 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.

32. 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 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.



2026-41 Demolition of Condemned Church Building

33. 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.

34. 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.

35. 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.

36. 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 State Tax Division, West Virginia Offices of the Insurance Commissioner, 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.

36.1 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 and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and



2026-41 Demolition of Condemned Church Building

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.

37. 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 assignment shall be made and become effective at the time the City tenders the initial payment to Vendor.

38. VENDOR NON-CONFLICT: Vendor represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict or compromise in any manner or degree with the performance of the Services or the provision of Materials as herein provided. Any such interests shall be promptly presented in detail to the City.

39. 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.

40. INDEMNIFICATION: In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor agrees that it shall indemnify, defend and hold harmless City, its officers, employees and agents (hereinafter collectively, "City" for purposes of the



2026-41 Demolition of Condemned Church Building

indemnity, defense, hold harmless and insurance obligations contained in this Agreement) from and against any and all claims, demands, obligations, causes of action, lawsuits, fines, costs, judgments and damages of any character whatsoever, and all expenses associated therewith (including, but not limited to, reasonable attorney's fees and costs), arising from or related in any way to: (i) the operations of Vendor, its officers, agents, employees, subcontractors and its related or affiliated companies (hereinafter collectively, "Vendor" for purposes of the indemnity, defense and hold harmless obligations contained in this Agreement); (ii) Vendor's provision of the Services or Materials; (iii) any act or omission, negligence or misconduct of Vendor; (iv) a breach of this Agreement; (v) failure of Vendor to complete any required work as specified in the Agreement; or (vi) failure of Vendor to perform any obligation contained in the Agreement or otherwise agreed to by Vendor, whether written or oral. Vendor specifically acknowledges that the indemnification, defense, and hold harmless obligations imposed by this Agreement require Vendor to indemnify and defend City regardless of whether or not any claimant or litigant also alleges that City was negligent. Further, Vendor agrees that its duty to defend and indemnify City does not require a judicial determination of the Vendor's negligence as a precondition of the duty to indemnify and defend City.

In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor shall be solely responsible for all physical injuries or death to its officers, agents, employees and subcontractors and, consistent with the obligations imposed by this Agreement, shall indemnify, defend and hold harmless City for such injury or death. Vendor shall be solely responsible for the safety and protection of all of its employees, whether due to the acts and omissions, negligence, fault, or default of Vendor or not. Vendor hereby agrees to purchase and carry workers' compensation insurance for all of its employees and to ensure that all of its subcontractors purchase and carry workers' compensation insurance for all of their employees.

In addition to, and not in lieu of the indemnity provisions set forth in this Section, Vendor shall be solely responsible for any and all damage to any property of the City or of any third-party related in any way to Vendor's operations, provision of the Services or Materials, or any act or omission, negligence or misconduct of Vendor. Consistent with the obligations imposed by this Agreement, Vendor shall indemnify, defend and hold harmless City for any and all such damage, and, in the event of damage to any property of City, shall promptly reimburse City for all costs and expenses of any character upon Vendor's receipt of a demand for reimbursement by City.



2026-41 Demolition of Condemned Church Building

The indemnity provided for in the Section herein shall be deemed in addition to and in no way a limitation upon the right of common law indemnification of City, its officers, employees, and agents from Vendor.

41. 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.

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

☒ 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.

43. BOOKS, RECORDS, AND AUDIT BY CITY: All vouchers or invoices presented for payment to be made hereunder, and the books, records, and accounts upon which said vouchers or invoices are based, are subject to audit by appropriate City officials. Vendor agrees to maintain and retain separate and accurate books, records, documents, and other evidence and accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement.

Vendor agrees to retain all books, records, and other documents relevant to this Agreement for ten years after the final payment or termination of this Agreement, whichever is later. City, State, and Federal auditors, and any other persons duly authorized by the City, shall have full access to and the right to examine any of said materials during said period.

Vendor shall submit any and all documentation and justification in support of expenditures or fees under this Agreement as may be required by City.

Vendor shall not be entitled to final payment under the Agreement until all requirements of this Agreement and Attachment A have been satisfactorily met.



2026-41 Demolition of Condemned Church Building

44. VENDOR'S REPRESENTATION, WARRANTIES, AND GUARANTEE; PROHIBITION AGAINST USED OR REFURBISHED: Unless otherwise agreed to in writing by City or expressly permitted by City in Attachment A, Vendor hereby represents, warrants and agrees that the Materials used in connection with the Agreement are new, in good and marketable condition, have never been used, are sufficient for their intended purposes, are in compliance with the specifications in Attachment A, and that Vendor owns them and has the right to sell and convey them to City free of liens and encumbrances. Vendor hereby assigns to City all rights to any and all warranties and/or guarantees, whether express or implied, made to Vendor by the manufacturers or distributors of the Materials or any part thereof. Vendor agrees to assist the City in enforcing any and all warranties and/or guarantees related to the Materials.

Vendor further warrants that, if any of its completed Services fail to conform to this Agreement or Attachment A, Vendor shall, at its own expense, and provided Vendor is notified of such defect or non-conformity within one year of the completion of the Services, either perform corrective services at no cost to City as may be required to correct such defect or non-conformity or refund to City the amount paid to Vendor for Services that are defective or non-conforming.

45. PROTECTION OF WORK AND MATERIALS; SUSPENSION OF WORK: Vendor shall at all times be solely responsible for the protection of all work and Materials against damage or injury. In the event of temporary suspension of work for any reason, including, but not limited to, inclement weather, Vendor shall immediately take all action(s) necessary to ensure the protection of all work and Materials against damage or injury.

City may suspend work if the City Manager or his designee determines that suspension is in the City's best interest and/or the City elects to terminate this Agreement for any of the provisions contained in this Agreement. The City Manager and/or the designee will deliver to Vendor a Notice of Suspension specifying the extent and duration of the suspension and the effective date thereof. Upon receipt of such Notice of Suspension, Vendor shall immediately proceed to stop work, as specified in the notice, place no further subcontracts or orders for materials (except as necessary to complete any work that is not subject to suspension), and take all action(s) necessary, including any action(s) that the City Manager may direct, for the protection and preservation of the Materials and any property related to this Agreement.

If, in the opinion of the City Manager, any work or Materials have been damaged or injured by reason of failure on the part of the Vendor or his subcontractors to protect their work or Materials, such Materials shall be removed and replaced at the expense of the Vendor.



2026-41 Demolition of Condemned Church Building

46. GOVERNING LAW: The Agreement shall be deemed to be executed in the City of Charleston, State of West Virginia, regardless of the domicile of Vendor, and shall be governed by the laws of the City of Charleston and State of West Virginia. This provision replaces any references to any other State's governing law.

The parties agree that any and all claims asserted by or against City arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the Southern District of West Virginia or in the Circuit Court of Kanawha County, West Virginia.

47. CONDITIONS PRECEDENT: This Agreement shall neither be binding on City nor effective until the execution of this Agreement by the City Manager or their authorized representative. The requirements of this section of this Agreement shall be in addition to, and not in lieu of, any approval or authorization otherwise required for this Agreement to be effective and for the expenditure of City funds.

48. GENERAL RELEASE; WAIVER OF MECHANIC'S LIENS: The acceptance by the Vendor and its assignees of the final payment under this Agreement, whether by check, voucher, judgment of any court of competent jurisdiction or any other administrative means, shall constitute and operate as a general release to City from any and all claims of and liability to Vendor arising out of the performance of this Agreement. Vendor waives its right to file a mechanic's or other lien in connection with the provision of the Services or Materials.

49. NO CLAIM AGAINST OFFICER, AGENT, OR EMPLOYEES: No claim whatsoever shall be made by Vendor against any officer, employee, or agent of City for, or on account of, anything done or omitted in connection with this Contract.

50. NOTICE BETWEEN VENDOR AND CITY: Vendor and City hereby designate the business mailing addresses set forth in this Agreement as the places where all notice, directions, or communications from one such party to the other party shall be delivered, or to which they shall be mailed. Such address may be changed at any time by either party by written notice to the other party in the manner prescribed herein.

Vendor shall identify and provide a superintendent, foreman, or supervisor who shall have the authority to act for Vendor for the purposes of this Agreement.

51. FORCE MAJEURE: In the event of any condition or event, not existing as of the date of execution of the Agreement, not reasonably foreseeable as of such date, and not reasonably within the control of the parties which prevents in whole or in material part the performance of either party of its obligations hereunder, the obligations of each party to perform under the



2026-41 Demolition of Condemned Church Building

Agreement shall be suspended until the cause no longer prevents or makes impracticable either party's performance at which time all obligations shall resume. Either party shall have the right to terminate this Agreement upon written notice to the other should the condition or event continue for a period of two (2) days or more. Force Majeure events or conditions shall include, but not be limited to, riots, war, governmental action, strikes or lockouts (other than the parties), epidemics, floods, earthquakes, and explosions.

52. ENTIRE AGREEMENT: This Agreement, including Attachment A and all other exhibits attached hereto, and documents incorporated herein by reference, constitutes the entire Agreement between City and Vendor and supersedes all prior or contemporaneous communications, whether electronic, oral, or written, between City and Vendor.

53. HEADINGS: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

54. SEVERABILITY: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force or effect.

55. SURVIVAL: The insurance and indemnity obligations contained in this Agreement herein shall remain in full force and effect and shall survive the completion or earlier termination of this Agreement.



2026-41 Demolition of Condemned Church Building

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 naming the City Of Charleston, WV as obligee. **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 to checkmark the required bonds above does not relieve the Vendor from the legal requirement of providing these



2026-41 Demolition of Condemned Church Building

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.

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 meet the requirements of West Virginia Code § 21-1D-5 was provided



2026-41 Demolition of Condemned Church Building

- (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
- (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) Post-accident
 - (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 under W. Va. Code § 5-22-1 in conjunction with architectural services procured under W. Va. Code § 5G-1 will be governed by the terms and conditions contained herein, in addition to AIA documents that may be necessary on a case-by-case basis. In any case, the terms and conditions of this document shall prevail over anything contained in the AIA Documents or the Supplementary Conditions.

6. PROHIBITION AGAINST GENERAL CONDITIONS: Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the City will not pay for general conditions, 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



2026-41 Demolition of Condemned Church Building

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 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 § 30-42-1 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



2026-41 Demolition of Condemned Church Building

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

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

VENDOR SIGNATURE

(Company) _____

(Signature) _____

(Printed Name) _____

(Title) _____



2026-41 Demolition of Condemned Church Building

(Date) _____

(Phone Number) _____

(Email Address) _____

(Mail Address) _____

CITY SIGNATURE

CITY OF CHARLESTON, A WEST VIRGINIA MUNICIPAL CORPORATION

(Signature) _____

(Printed Name) _____

(Title) _____

(Date) _____

(Phone Number) _____

(Email Address) _____

(Mail Address) _____

City Of Charleston
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with **West Virginia 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. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than \$25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of \$25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: _____

Contract Purpose: _____

Agency Requesting Work: _____

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of **West Virginia Code** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ 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) Post-accident; and (D) Random.

Vendor Contact Information:

Vendor Name: _____

Vendor Telephone: _____

Vendor Address: _____

Vendor Fax: _____

Vendor E-Mail: _____



CITY OF CHARLESTON
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)

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

VENDOR PROTEST ACKNOWLEDGMENT

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

The written protest must be submitted to: **Benjamin Mishoe, City Manager, City of Charleston, 501 Virginia Street, Charleston, WV 25301.**

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

Protests shall include the following information:

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

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

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

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

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

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

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

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

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

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

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

Vendor Signature: _____

Date: _____



ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION: 2026-41 Demolition of Condemned Church Building

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

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

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

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

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

Company Name:	
Authorized Signature:	
Printed Name:	
Date:	

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

2026-41 Demolition of Condemned Church Building

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: _____



B&O Tax Overview For Construction Projects

Office of the City Collector

915 Quarrier Street, Suite 4

Charleston, WV 25301

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

Website: www.charlestonwv.gov

Email: constructionprojects@cityofcharleston.org



OFFICE OF THE CITY COLLECTOR

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Construction Projects Handbook Table of Contents

<u>Topic</u>	<u>Page</u>
Introduction to Charleston Municipal Business and Occupation Tax	1
Business and Occupation Tax Overview	2
Business and Occupation Tax Contracting Frequently Asked Questions	3-4
State of WV Code for Construction Projects	5-8
City of Charleston Municipal Tax Code – Business & Occupation Privilege Tax	9-15
Procedures for Authorization to Release Final Payment/Retainage	16

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 Information Form*](#) (see appendix b) for each contractor, service provider, and supplier 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 may 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 current contractor’s license from the State of West Virginia and proof of insurance.

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 OVERVIEW

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 the Charleston.

Construction or Installation Contracts in the City of Charleston:

When the business involves a construction or installation 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 or Installation Contracts Outside the City of Charleston:

When the business involves a construction or installation 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 CONTRACOR 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 in 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 cards, 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 at:

<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

CONSTRUCTION PROJECTS

WEST VIRGINIA CODE: TITLE 110, SERIES 26

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

West Virginia Code Title 110-26-1a. Definitions

1a.25. The term "Contracting" shall 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. The term "Contracting" shall also include the alteration improvement or development of real property.

1a.25.1. A person performing any activity described in the preceding paragraph shall report his gross income therefrom under the contracting classification of the municipal business and occupation tax return and shall receive no deduction from gross income on 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.

1a.25.2. The term "Prime Contractor" means a person engaged in the business of preforming 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.

1a.25.3. The word "Subcontractor" means a person engaged in the business of preforming a like or similar service for persons other than consumers, either for the entire work or for a specific portion thereof.

1a.25.4. The terms "Prime Contractor" and "Subcontractor" include persons preforming 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.

1a.25.5. The term "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.

1a.25.6. The term "Contracting, Repairing, Decorating or Improving" of a new part of an existing building or structure or any part thereof, in addition to its ordinary meaning, includes 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.

1a.26. The term "Speculative Builder" means and includes one who constructs improvements upon real property owned by him for sale or rental. The gross income derived by the speculative builder from the sale of real property upon which the speculative builder has constructed improvements shall be reported under the retail classification on the municipal business and occupation tax form. The sales price is the measure of the tax.

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 110-26-2e. Contracting.

2e.1. The business of contracting is taxable under the municipal business and occupation tax law and the gross income derived therefrom must be reported under the contracting classification. See Section 1a of these rules as to definition of "Contracting," "Prime Contractor," "Subcontractor," "Buildings or Structures," "Contracting, Repairing, Decorating or Improving" and "Speculative Builder".

2e.2. Prime and subcontractors, taxable on gross income with no deductions therefrom. -- 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 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 payments made to the subcontractor. The subcontractor will also be taxable on his

gross income under the contracting classification.

2e.3. Contract entered into with governments. -- 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 nonprofit organization does not relieve the contractor, subcontractor, suppliers or any other person from liability for municipal business and occupation tax on the full amount of gross income.

2e.4. Form of contract.

2e.4.1. 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 the work.

2e.4.2. 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 has not incurred a municipal business and occupation tax liability because he acted solely as agent for the owner, the burden of proving alleged principal-agency relationship shall be upon the contractor.

2e.5. Separate contracts for labor and materials.

2e.5.1. 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 proved 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.

2e.5.2. A separate purchase order for the furnishing of work or labor and a separate purchase order for the furnishing of materials which constitute the contract(s) between the parties shall be treated in the same manner as set forth in the paragraph above.

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 110-31	Definitions
Section 110-56	Business of Contracting
Section 110-63	Exemptions
Section 110-81-84	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 nonprofit 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; provided that: the city may impose its business and occupation tax on any activity of a corporation, association or society organized and operated exclusively for religious or charitable purposes only to the extent that the income generated by the activity is subject to taxation under the provisions of section 511 of the Internal Revenue Code of 1986, as amended;
- (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. Code 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. Code 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 first \$5,000.00 of gross income or gross proceeds in each calendar year derived from sales or services by a vendor, as defined in [section 18-1031](#) of this Code, shall be exempt from the tax imposed by this article. The vendor shall file a business and occupation tax return for such gross income or gross proceeds even if such revenue is exempt.

(b) Effective July 1, 2025:

(1) A person engaging in business within the City shall not be subject to the municipal business and occupation or privilege tax imposed by this article for any tax year in which the taxpayer's gross income or gross proceeds is less than \$2,500.00. This exemption shall apply on a prospective basis only and shall not affect liability for any tax periods ending prior to July 1, 2025. The person shall file a business and occupation tax return for such gross income or gross proceeds even if such revenue is exempt; and

(2) The municipal business and occupation or privilege tax imposed by this article shall not apply to the sale of new automobiles that have never been registered in the name of an individual. For the purposes of this subsection, an automobile is a self-propelled vehicle used on the roads and highways by the use of motor vehicle fuel or propelled by one or more electric motors using energy stored in batteries or a combination thereof. An automobile shall include a light-duty truck with an enclosed cabin and an open loading area at the rear and a sport utility vehicle. An automobile does not include a motorcycle. The full exemption shall apply on a prospective basis. For any tax periods ending prior to July 1, 2025, a partial exemption shall apply as set forth in W.Va. Code § 8-13-5. The person shall file a business and occupation tax return for such gross income or gross proceeds even if such revenue is exempt.

(c) An organization is "charitable" for purposes of subdivision (4) of subsection (a) of this section if 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, except as otherwise provided in this subsection. 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. In reporting and remitting the amount of tax due each quarter, the taxpayer may deduct one-fourth of the total exemption allowed for the year. When the total tax for which any person is liable under this article does not exceed the sum of \$2,500.00 in any year, the taxpayer may pay the tax quarterly as aforesaid or, with the consent in writing of the city collector in the manner prescribed by regulations promulgated pursuant hereto, on an annual basis 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, they 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. Is this a Home Based Business: Yes / No **Home Based Business-** A business that is operated out of a personal residence.

23. 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, or #23)

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.

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.

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)

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.

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

RTS ACCOUNT # : _____

City Official Use Only

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



THIS SECTION MUST BE COMPLETED

ACCOUNT #: _____ TAX QUARTER: _____

BUSINESS NAME: _____

ADDRESS: _____

PHONE#: _____

SEE REVERSE
FOR INSTRUCTIONS



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%) (sales & demand charges domestic purposes & commercial lighting)		0.04	
6	Electric Power Companies (3%) (all other sales & demand charges)		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%) (totals from worksheet on back)		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

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.) Not all gross income may be taxable. You should review Section 110-63 of the municipal code to determine if any gross income qualifies for an exemption.
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 may 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 postmarked 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 citycollector@cityofcharleston.org.

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.10/2022)

Basis of Computation (choose one)	Weekly ☐ \$3.00	Bi-Weekly ☐ \$6.00	Semi-Monthly ☐ \$6.50	Monthly ☐ \$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 may 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. Self-employed individuals may request authorization from the City Collector to remit the fees annually.
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 postmarked 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.

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) 348-8000 Ext. 377 | (304) 348-0734 (fax)|
constructionprojects@cityofcharleston.org

SUBCONTRACTOR INFORMATION FORM

Please Print or Type

Subcontractor Company Name: _____

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 PAYMENT NOTIFICATION FORM (COMPLETE QUARTERLY)

General Contractor: _____

Quarter: _____

Name/Address of Project: _____

Subcontractor Name, Address & Contact Information		Total Subcontract 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:				
City,State,Zip:				
Contact Name & #:				
Name:				
Address:				
City,State,Zip:				
Contact Name & #:				



OFFICE OF THE CITY COLLECTOR

915 Quarrier St., Suite 4, Charleston, WV 25301 | (304) 348-8000 Ext. 377 | (304) 348-0734 (fax)

December 16, 2025

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 December 16, 2025, 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.

John Doe Construction

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