REQUEST FOR QUOTATION

CITY OF CHARLESTON, WV

2026-43 Upper Theater Roof Replacement

GENERAL CONSTRUCTION SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The City of Charleston, West Virginia ("City") is soliciting bids from qualified vendors for the complete removal and replacement of the existing damaged upper roof system down to the existing roof deck at the Charleston Coliseum & Convention Center Theater (approximately 3,240 square feet). The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the work, whether or not specifically identified in these specifications.

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

Event	Date	Time
RFQ Issued	November 6, 2026	—
Mandatory Pre-Bid Meeting	November 17, 2026	1:00 PM
Deadline for Written Questions	November 20, 2026	1:00 PM
Addendum Issued (if necessary)	November 24, 2026	1:00 PM
Bid Opening	December 4, 2026	1:00 PM

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in the General Terms and Conditions.

   2.1 "Construction Services" means the removal and replacement of the Theater upper roof system, down to the existing roof deck, as more fully described in these specifications.

   2.2 "Pricing Page" means the pages upon which the Vendor should list its proposed price for the Construction Services.

   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 "Facility" means the Charleston Coliseum & Convention Center, including the Theater, its grounds, and adjacent public areas.

2.5 "City's Project Manager" means the City employee designated in writing in the Notice to Proceed, or his or her designee, who is the City's representative for this Contract. The City's Project Manager does not have authority to approve additional work or changes in contract price; all additional work must be approved in writing by the City Manager's Office.

3. **MANDATORY CONTRACT ITEM REQUIREMENTS:** Vendor shall provide the City with Construction Services that meet or exceed the mandatory contract item requirements listed below.

3.1. Roof Area. The Theater upper roof area is approximately 3,240 square feet. All measurements necessary for the scope of the project are the responsibility of the bidder and should be verified at the mandatory pre-bid site visit. Photographs of the existing roof are attached as Exhibit B.

3.2. Removal. Remove and properly dispose of all ballast and all existing roofing materials, including membrane, insulation, and flashings, down to the existing roof deck. The existing roof deck shall remain in place.

3.3. Deck Inspection. Upon removal, inspect the entire exposed roof deck. Before installing insulation, notify the City's Project Manager in writing, with photographs, of any deteriorated, damaged, or wet decking. The City's Project Manager will verify and measure the affected area. Deck repairs or replacement shall be performed only upon written authorization from the City Manager's Office and will be paid at the unit price listed on the Pricing Page (Item 2). If damage to the structural framing is found, Vendor shall stop work in the affected area, make it watertight, and notify the City's Project Manager immediately.

3.4. Deck Repair. Replacement decking shall equal or exceed the existing decking in type, thickness/gauge, and attachment, and shall comply with the applicable building code. The deck shall be clean, dry, and sound before insulation is installed.

3.5. Insulation. Install two (2) layers of 2.6" 25 PSI polyisocyanurate (ISO) insulation with staggered joints, attached in accordance with ASCE-7 wind uplift requirements and the membrane manufacturer's installation requirements.

3.6. Tapered Insulation. Install tapered ISO in addition to the two base layers, providing a minimum slope of 1/4 inch per foot to the roof drains, including crickets and saddles as required.

3.7. Membrane. Install a fully adhered 60 mil EPDM roof system (approximately 3,240 sq. ft.) meeting ASTM D4637 Type II, installed per the manufacturer's specifications.

3.8. Seams, Flashings, and Accessories. Furnish and install seam tape, pipe wraps, termination bar, strapping, plates, fasteners, and adhesives as required by the membrane manufacturer to obtain the warranty specified in Section 3.17.

3.9. Drains. Replace the two (2) existing roof drain inserts with new, sized to match the existing drain bodies.

3.10. Metal Accessories. Install continuous cleat coping of minimum 0.063" aluminum with factory finish (color selected by the City), on a continuous minimum 22-gauge galvanized steel cleat.

3.11. Walk Pads. Install walk pads at the roof access hatch and from the hatch to each roof drain.

3.12. Pricing Inclusions. Price shall include all labor and materials, including but not limited to: ballast removal, ISO, tapered ISO, adhesives, fasteners, plates, seam tape, strapping, pipe wraps, termination bar, walk pads, coping, roof height transitions, proper disposal of construction debris, and permits.

3.13. Weather Protection. Vendor shall not remove more of the existing roof than can be made watertight the same day. All open areas shall be fully protected at the end of each work day and before inclement weather. Vendor shall be responsible for any damage to the building interior, finishes, or contents resulting from water infiltration during the work.

3.14. Facility Operations. All work shall be done without disturbance of the day-to-day operations of the Facility. Vendor shall coordinate its work schedule with the City’s Project Manager and Facility management around scheduled events.

3.15. Clean Up. Remove and dispose of all trash and debris daily.

3.16. New Materials. All supplies and materials shall be new.

3.17. Warranty. Provide a minimum 20-year manufacturer's No Dollar Limit (NDL) total system labor and material warranty upon completion, issued in the name of the City of Charleston and delivered to the City's Project Manager at final inspection.

3.18. Roof Height Transitions. Vendor shall raise the roof access hatch curb, extend the three (3) existing roof vents, extend base flashings to a minimum of 8 inches above the finished roof surface, adjust drains, and modify coping, nailers, and blocking as necessary to accommodate the new roof assembly height. All such work shall be included in the lump sum price.

4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

4.1. License. Vendor must hold a valid West Virginia Contractor's License at the time of bid submission and shall include its license number with its bid.

4.2. Manufacturer Certification. Vendor must be an authorized/certified installer of the proposed EPDM manufacturer, eligible to obtain the warranty in Section 3.17, and shall include proof with its bid.

5. **CONTRACT AWARD:** The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications, based on the Grand Total shown on the Pricing Page. The City reserves the right to reject any bid, in whole or in part.

6. **SUBSTITUTIONS:** Any proposed substitution of a specified material or product must be identified in the Proposed Exceptions and Deviations section, accompanied by manufacturer's product data sufficient for the City to evaluate it. The City shall be the sole judge of whether a proposed substitution is equal to the item specified.

7. **CONDITIONS OF THE WORK**

7.1. Permits: The Vendor shall provide all necessary permits and licenses to comply with all applicable Federal, State, or Local laws, regulations and ordinances of any regulating body.

7.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the City's representative. Vendor must also immediately notify the City if suspected hazardous materials are encountered. A 2023 asbestos inspection of the Theater roof is attached as Exhibit A. Additional sampling results will be provided by addendum if available. If suspect materials not identified in Exhibit A are encountered, Vendor shall stop work in the affected area and notify the City's Project Manager immediately.

7.3. Standard Work Hours: The standard hours of work for this Contract will be Monday through Friday, 8am to 5pm 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 Vendor to additional compensation.

8. FINAL INSPECTION: Upon completion of the work, Vendor shall schedule a final inspection with the City's Project Manager. Any deficiencies identified shall be corrected by the Vendor at no additional cost before final acceptance. Vendor shall also arrange any manufacturer's inspection required for issuance of the warranty. All warranty documents shall be submitted to the City's Project Manager at final inspection.

9. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to the City's facilities. In the event that access cards and/or keys are required:

1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

3. Vendor shall notify the City immediately of any lost, stolen, or missing card or key.

4. Anyone performing under this Contract will be subject to the City's security protocol and procedures.

5. Vendor shall inform all staff of City's security protocol and procedures.

10. MISCELLANEOUS

10.1. Vendor Terms: Vendor-supplied proposals, quote forms, or terms and conditions attached to a bid will not modify this Solicitation. Payment will be made only as provided in the General Terms and Conditions; requests for deposits or payment upon delivery of materials will not be accepted.

10.2. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

REQUEST FOR QUOTATION

CITY OF CHARLESTON, WV

2026-43 Upper Theater Roof Replacement

PROPOSED EXCEPTIONS AND DEVIATIONS

Describe in detail any exceptions to, or deviations from, the specifications in this Solicitation, including any proposed substitutions under Section 6. Attach additional pages if necessary.

REQUEST FOR QUOTATION

CITY OF CHARLESTON, WV

2026-43 Upper Theater Roof Replacement

PRICING PAGE

The Vendor agrees to provide the Construction Services described in this Solicitation for the price(s) listed below.

Item	Mandatory Requirement	Est. Qty.	Unit	Unit Price	Total Price
1	Theater upper roof system replacement down to the existing roof deck, including ballast removal, complete per Section 3 (approx. 3,240 sq. ft.)	1	LS	N/A	$
2	Roof deck repair/replacement, if authorized in writing by the City Manager's Office per Section 3.03 - price per sq. ft. of deck replaced, labor and materials included	300	SF	$	$
				GRAND TOTAL (Item 1 + Item 2)	$

Notes: Item 1 is a lump sum and shall include all labor, materials, equipment, permits, and disposal required to complete the work described in Section 3. Item 2 is a unit price; the estimated quantity is for bid evaluation purposes only, and the City will pay only for deck repair actually authorized in writing by the City Manager's Office and performed. Deck repair is measured as the area, in square feet, of decking removed and replaced, as measured and agreed in writing by the City's Project Manager before the work begins. In the event of a discrepancy, unit prices shall control.

Company:	**Printed Name:**
Signature:	**Title:**
Email Address:	**Phone Number:**
Date:	**Fax Number:**

By signing above, the Vendor certifies that the prices quoted on this Pricing Page are firm for the term of the Contract and that the Vendor has read, understood, and will comply with all terms, conditions, and specifications contained in this Solicitation.

EXHIBIT A

ASBESTOS INSPECTION REPORT

Pinnacle Consultants
www.pinnaclecorp.net

ASBESTOS INSPECTION REPORT

February 28, 2023

Prepared for

Charleston Civic Center
200 Civic Center Dr.
Charleston, WV 25301
david.tardy@charlestonciviccenter.com

Property Address

Charleston Civic Center
200 Civic Center Dr.
Charleston, WV 25301
(Little Theatre)

Prepared by

Pinnacle Consultants, LLC
10 Independent Avenue
Nitro, West Virginia 25143
Phone (304) 757-5204
Fax (304) 440-3465
www.pinnaclecorp.net

Pinnacle Consultants Project Number

23-201

Pinnacle Consultants (Pinnacle) conducted an asbestos inspection at the referenced project address listed. The purpose of this inspection was to collect bulk samples of materials which were suspected of containing asbestos. This inspection was performed in accordance with generally accepted procedures outlined in the Asbestos Hazard Emergency Response Act (AHERA). Please see the attached certificates and licenses of the person(s) who conducted the asbestos inspection.

For this project, a total of one (1) roof core sample was collected. *Laboratory analytical results indicate there are (0) zero homogeneous area was identified with asbestos content greater than one percent (>1%).* Please see the attached laboratory results, chain of custody and bulk sample data table for complete sample location and description information.

The samples were randomly collected from homogeneous areas (HA's) according to the following table:

Friable Surfacing Materials	Thermal System Insulation
• ≤ 1,000 sq. ft. – 3 samples • 1,001 – 5,000 sq. ft. – 5 samples • >5000 sq. ft. – 7 Samples	• 3 Samples • < 6 ln. ft. Patch – 1 Sample
Miscellaneous and Non-Friable Materials	
• In a manner sufficient to determine whether the material in question contained asbestos.	

Pinnacle performed the bulk sampling of suspect materials in accordance with generally accepted industry procedures as outlined in the Asbestos Hazard Emergency Response Act (AHERA). Each sample collected was placed into a clean, sealable container and labeled with a sample identification number. This number was recorded on the Bulk Sample Log Sheet and when possible, at the sample location to permit easy identification of the sampled material in the future. Supplemental information was recorded on the Bulk Sample Log Sheet including the date of the inspection, name of inspector, description, and location of sample.

A Chain of Custody was completed, and the samples were submitted to Pinnacle's licensed and NVLAP accredited laboratory for analysis (attached are the laboratory certifications and licenses). The samples were analyzed by Polarized Light Microscopy (PLM) in accordance with method EPA-600/R-93/116 with dispersion staining. Based upon this method qualitative identification of Chrysotile, Amosite, Crocidolite, Anthophyllite, Tremolite, and Actinolite can be performed. The method specifies the asbestos content to be reported as a finite percentage within the range of zero (0 %) to one hundred (100 %) percent.

If a bulk sample contains less than 10 % asbestos (10%), the US EPA recommends the sample be analyzed by the Point Count Method referenced in method EPA 600/R-93/116. This method is a

more accurate way of determining the actual percentage of asbestos present in the sample. This method cannot be performed on Non-friable Organically Bound (NOB's) materials (e.g., roofing, mastics, caulking, etc.). For this specific project, there were zero (0) samples analyzed utilizing the Point Count Method. Please see the attached bulk sample analysis reports which include Pinnacle's Laboratory identification number and the composition of the bulk sample.

Current laws and regulations require the removal of asbestos containing materials prior to renovation or demolition activities which may disturb these materials. The laws requiring Category I Non-friable asbestos containing materials to be removed prior to demolition vary by state. Please check with your local regulatory agency to determine if Category I asbestos containing materials are required to be removed prior to demolition.

Because not all areas may have been accessible or even included in the inspection, extreme caution should be exercised during the renovation/demolition activities in the event suspect materials not identified in this report, known, or presumed to contain asbestos are exposed during these activities. In the event additional suspect materials that are not included in this report are discovered, all work with the potential to disturb this material should be stopped until a properly certified and licensed inspector performs sampling and analysis has concluded whether the material is asbestos containing or not.

Pinnacle Consultants, its employees or subcontractors, shall not be legally responsible for any direct, indirect, incidental, special, consequential or exemplary damages, including (but not restricted to) damages for loss of investment, value, use, expenditure, or other intangible losses (even if Pinnacle has been advised of the possibility of such damages), resulting from: The use or the incapability to use this document or previously related documentation issued by Pinnacle; statements or behavior of any third party; or any other matter relating to our efforts regarding the referenced property.

On no occasion shall total legal responsibility to any concerned party for all damages, losses, and causes of action go beyond the amount paid to Pinnacle for the preparation and publication of this specific document.

Every attempt was made to gain access to each and every area or to access representative materials entering or leaving such areas. Pinnacle Consultants accepts no liability nor makes any claims regarding asbestos or suspect materials that were not accessible during the inspection process. Especially if such material was located behind or within walls, concrete decks, sub-floors, chases, or was otherwise generally inaccessible without destructive sampling.

The information in the report or portions thereof may be required to be included in the notifications to contractors or other visitors to the building(s). This report is not intended to be

used as a specification or work plan for any of the work suggested or recommended in this report.

This report is based upon conditions and practices observed at the property and information made available to the surveyor. This report does not intend to identify all hazards or unsafe practices, or to indicate that other hazards or unsafe practices do not exist on the premises.

This report or any statements or information contained herein shall not be interpreted to imply any conclusions or opinions related in any manner as to whether any potential health risks to individuals exposed to the building environments were or were not present at the time of our inspection or may or may not develop at some time in the future.

This report is not a guarantee or warranty of any kind and was prepared for the exclusive use of the owner and Pinnacle Consultants and may be provided to others for disclosure purposes only. Prospective purchasers or any other interested parties are advised that this report is not intended for their use or benefit nor is it to be relied upon to ascertain the condition of the property. Pinnacle Consultants, their employees, agents, and subcontractors do not assume any liability for hidden/latent defects or conditions of any kind.

Pinnacle Consultants greatly appreciates the opportunity to provide you with our asbestos inspection and laboratory services for this project. Should you have any questions, please contact our office at your earliest convenience at 304-757-5204.

Sincerely,
Pinnacle Consultants

Tina Burker
Office Manager

PINNACLE PERSONNEL CERTIFICATION(S) & LICENSE(S)

State of West Virginia

Bureau for Public Health
Office of Environmental Health Service
Radiation, Toxics and Indoor Air Division

This is to certify that

PINNACLE CONSULTANTS, LLC
10 INDEPENDENT AVENUE
NITRO, WV 25143

Has complied with Chapter 16, Article 32, of the Asbestos Abatement Licensing Rules and Regulations and is hereby licensed as an Asbestos Air & Bulk Sample Analytical Laboratory.

Asbestos Air & Bulk Sample Analytical Laboratory Number:

LT000612

Issued: **02/09/2022** ***Expires:*** **02/28/2023**

Michelle L. Cochran

Michelle L. Cochran, Director
Office of Environmental Health Services

WEST VIRGINIA
Asbestos Program

Pinnacle Consultants, LLC

IS LICENSED AS AN
ASBESTOS LABORATORY - AIR AND BULK

License #: LT000612
Issued: 2/9/2022
Expires: 2/28/2023

Michelle L. Cochran
Director
WV OEHS

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 200718-0

Pinnacle Consultants, LLC

Nitro, WV

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).

2022-07-01 through 2023-06-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

Pinnacle Consultants, LLC
10 Independent Avenue
Nitro, WV 25143
Ms. Miranda Reedy
Phone: 304-757-5204 Fax: 304-757-5205
Email: miranda.reedy@pinnaclecorp.net
http://www.pinnaclecorp.net

ASBESTOS FIBER ANALYSIS — NVLAP LAB CODE 200718-0

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

For the National Voluntary Laboratory Accreditation Program

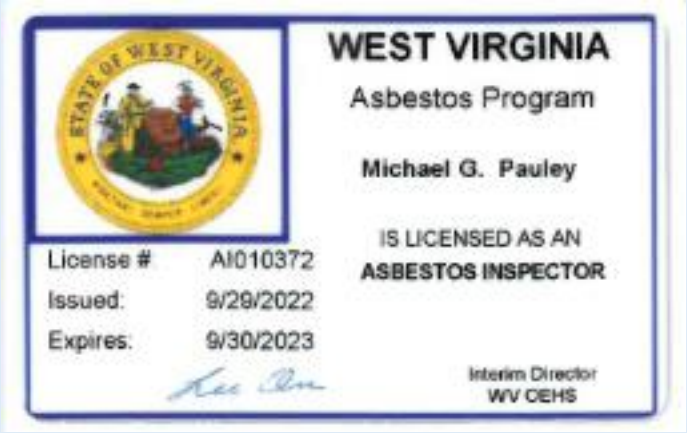
Pinnacle Consultants
10 Independent Avenue, Nitro West Virginia 25143
Tel: 304-757-5204 Fax: 304-440-3465
www.pinnaclecorp.net

Certificate of Completion

MICHAEL PAULEY

Has successfully completed the below course with a score of 70% or better. This course has been approved by the State of West Virginia and U.S. EPA and meets all requirements set forth in 40 CFR Part 763 (AHERA model Accreditation Plan) for purposes of accreditation required under TSCA Title II. This course was conducted in English through the Pinnacle Training Facility located at 10 Independent Avenue Nitro, WV.

Asbestos Inspector Refresher



Training Date	Certificate Identification
Friday, February 3, 2023	PINNCONSRC-02032023-12
Exam Date	Expiration Date
February 3, 2023	February 3, 2024
Training Hours	
4 hours	

Instructor: Gregory Pauley

Pinnacle Consultants

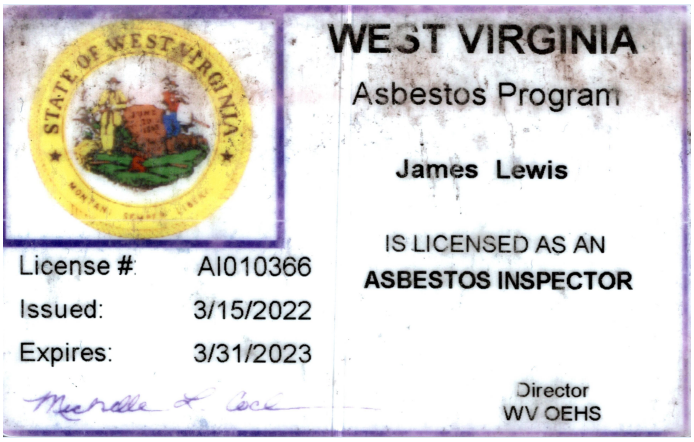
10 Independent Avenue, Nitro West Virginia 25143
Tel: 304-757-5204 Fax: 304-440-3465
www.pinnaclecorp.net

Certificate of Completion

JAMES LEWIS

Has successfully completed the below course with a score of 70% or better. This course has been approved by the State of West Virginia and U.S. EPA and meets all requirements set forth in 40 CFR Part 763 (AHERA model Accreditation Plan) for purposes of accreditation required under TSCA Title II. This course was conducted in English through the Pinnacle Training Facility located at 10 Independent Avenue Nitro, WV.

Asbestos Inspector Refresher



Training Date	Certificate Identification
Friday, May 13, 2022	PINNCONS05132022-03
Exam Date	**Expiration Date**
May 13, 2022	May 13, 2023
Training Hours	
4 hours	

Instructor: Gregory A. Pauley

LABORATORY ANALYTICAL RESULTS

10 INDEPENDENT AVENUE
NITRO, WV 25143
PHONE 304.757.5204
FAX 304.440.3465
www.pinnaclecorp.net

ASBESTOS IDENTIFICATION BY POLARIZED LIGHT MICROSCOPY ANALYSIS

Attn: Tina Burker
Pinnacle Consultants LLC
10 Independent Avenue
Nitro, WV 25143

Client Project/PO#:
PC Project #: 23-201
Received Date: 2/22/2023
Analysis Date: 2/27/2023

RE: Civic Center Little Theater - Charleston, WV

CLIENT ID #:	LAB ID #:	LOCATION:	COLOR:
201-1	23B-05962	Roof	Brown/White

Texture/Description: Solid/Core

Chrysotile:	0 %	Tremolite:	0%	Anthophyllite:	0%		
TOTAL ASBESTOS:	0 %	Amosite:	0%	Actinolite:	0%	Crocidolite:	0%
Cellulose:	25 %	Fiber Glass:	0%	Others:	0%	Filler/Binder:	75 %

Analytical Method: Polarized light microscopy using dispersion staining (EPA-600/M4-82-020). PLM should not be used to demonstrate the absence of asbestos in floor tiles. All samples will be held for sixty (60) days unless otherwise requested. This report relates only to items tested and makes no statement as to the contents of surrounding materials and apply to the sample as received. Multi-layered material which have distinct and separable layers shall be reported separately. This report shall not be reproduced, except in full, without written permission. The results of this report should not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the U.S. Government.

Analyzed by: Casey Brown

Casey Brown

Pinnacle Consultants

DATE: 2/21/23

INSPECTOR: MP/JL

LOCATION: Civic Center Little Theater
Charleston, WV

PROJECT NUMBER: 23-201

Please mark for lab purpose: ____ Demo X Reno

TURNAROUND TIME: Standard

Material Type
S = Surface Material
M = Miscellaneous Material
TSI - Thermal System Insulation

BULK SAMPLE INVENTORY/CHAIN OF CUSTODY

Sample #	Lab # (Lab Use Only)	Room # or Description	Sample Description	H.A.	Category (I, II, RACM)	Type (S,M,TSI)	Condition (Good,Fair,Poor)	Qty.
201-1	238-05962	Roof	Roof Core	A	1	M		

Date: 2/21/23 Relinquished by: Michael Pauley

Date: RECEIVED FEB 22 2023 Received by: Casey B

EXHIBIT B

Roof Photographs











































































City of Charleston, WV

2026-43 Upper Theater Roof Replacement

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:	**Charleston Coliseum & Convention Center**
	200 Civic Center Drive (MAIN LOBBY)
	Charleston, WV 25301
Date:	**November 17, 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

2026-43 Upper Theater Roof Replacement

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 and phone 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 20, 2026
QUESTION SUBMISSION TIME:	1:00 PM

City of Charleston, WV

2026-43 Upper Theater Roof Replacement

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:	December 4, 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

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. Local Vendor Form (if Applicable)
7. Certification of Insurance
8. Any Required Certifications or License (if Applicable)
9. Any and all additional forms listed in the Specifications or Terms and Conditions
10. Bid Bond (if Applicable)
11. Drug Free Affidavit (if Applicable)
12. Subcontractor List (if Applicable)
13. Federal Funds Addendum (if Applicable)

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 may

bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the City at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

9. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

10. **LOCAL VENDOR PREFERENCE:** A local vendor may qualify for a competitive advantage applied to its bid when certain conditions are met. The vendor has marked on its bid submission that it is requesting to be considered a local vendor for bid evaluation purposes; the vendor provides documentation evidencing that it has the right to conduct business in the State of West Virginia; and the vendor submits an affidavit confirming that it has paid all applicable business taxes to the City or has a non-delinquent payment plan with the City and has had an active and current business and occupation tax account with the City Collector during the entire preceding one-year period. Competitive advantages shall be applied in the following manner:

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

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

12. BUSINESS & OCCUPATION TAX: The City of Charleston broadly imposes a Business & Occupation Privilege Tax for the act or privilege of engaging in business activities within the City of Charleston. Business & Occupation Tax is measured by the application of rates against gross receipts or gross income of the business. All business activities are classified, and the classifications are significant 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.

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.

Solicitation: 2026-43 Upper Theater Roof Replacement

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.

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.~~

[☒] Construction/Project: This Contract becomes effective on the effective start date listed on the Notice to Proceed and must be completed within 90 days of the Notice to proceed.

~~[☐] Other: _____. 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.

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:

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

[☒] **CERTIFICATION(S)**

[☒] **PERMIT(S)**

[☐]

[☐]

[☒] 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.

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.

[☒] 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: _____ 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, 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. **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;
4. Receipt by City of a proper invoice from Vendor; and
5. Receipt by City of a release letter from the Office of the City Collector certifying that all Business and Occupation taxes due on the project have been paid, pursuant to Section 110-148 of the Code of the City of Charleston.

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 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.

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 90 Days of the Notice to Proceed

[☐] 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.

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 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 Project Manager 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, 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. 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.

33. 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.

34. 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.

35. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.7, 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.

> **35.1 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, and 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 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.

36. 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.

37. 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.

38. 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.

39. 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 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.

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.

40. NO DEBT CERTIFICATION: By submitting a bid or entering into a contract with the City, Vendor certifies that:

1. Construction contracts: The Vendor is not in default on any monetary obligation owed to the City or any political subdivision pursuant to W. Va. Code § 5-22-1(i).

2. All contracts: Neither the Vendor nor any related party is a "debtor" under W. Va. Code § 5A-3-10a—i.e., owing more than $1,000 to the City (or any State/political

subdivision), or in employer default as defined in that statute—unless the vendor is complying with a permitted repayment plan under the statute.

41. 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.

42. 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.

43. VENDOR'S REPRESENTATION, WARRANTIES, AND GUARANTEE; PROHIBITION AGAINST USED OR REFURBISHED: 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 City; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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 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.

51. 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.

52. 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.

53. 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.

54. 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.

Solicitation: 2026-43 Upper Theater Roof Replacement

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(d), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the City of Charleston. **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 any work performed that impacts existing structures, systems, or installed components. The amount of the bond must be equal to the portion of the project price associated with the impacted area. 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 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

(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

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

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

Solicitation: 2026-43 Upper Theater Roof Replacement

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) _____

(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

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 _____, _____.

My 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 § 30-42-1 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 after City Council approves of the award. However, 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 East, Charleston, WV 25301.**

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

Protests shall include the following information:

1. The Protestor's name, address, telephone 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 bid or proposal, whichever is greater. In the event the bid or 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 solicitation 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 bids or 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 bid or proposal and any Agreement with City, until/unless the protest is successful.

By submitting a bid or 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. <u>The decision of the city manager is final and is not appealable</u>. 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: _____

Solicitation: <u>2026-43 Upper Theater Roof Replacement</u>

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION: 2026-43 Upper Theater Roof Replacement

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. 2

[☐] Addendum No. 3

[☐] Addendum No. 4

[☐] Addendum No. 5

[☐] Addendum No. 6

[☐] Addendum No. 7

[☐] Addendum No. 8

[☐] Addendum No. 9

[☐] 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 City 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

CITY OF CHARLESTON, WEST VIRGINIA

LOCAL VENDOR AFFIDAVIT

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Corporate Name: _____

Authorized Signature: _____ Date: _____

_____
(Printed Name and Title)

State of _____

County of _____, to wit:

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

[SEAL]

_____
Notary Public

My Commission expires _____, 20____.

****

Name of Procurement: **2026-43 Upper Theater Roof Replacement** Bid Opening Date: **12/04/2026**

2026-43 Upper Theater Roof Replacement

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 the City of Charleston, the bidder offers and agrees that if the bid is accepted, the bidder will 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 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 City to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that it will not disclose to anyone, directly or indirectly, any 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.

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

Revised 12/16/2025

OFFICE OF THE CITY COLLECTOR

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

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Appendix:

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

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

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

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

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

If you employ, utilize, or enter into a separate contract with any subcontractors, you should withhold at least two percent (2%) of the final contract amount from all subcontractors until a release is issued from the Collectors Office certifying that all taxes and fees due, including final payment/retainage, on this project have been reported/paid. Although the final payment/retainge 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 Virgina 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.

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 contract 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 my 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:

Date Received	Amount Received	Qtr. Reported
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

REVISED 5/2024

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

REVISED 5/2024

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

REVISED 5/2024

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:_____ Date:_____
Planning Official

TO BE COMPLETED BY: BUILDING DEPARTMENT **PHONE NUMBER: (304)348-6833**

Approved By:_____ Date:_____
Building Official

TO BE COMPLETED BY: FIRE DEPARTMENT **PHONE NUMBER: (304)348-8058**

Approved By: _____ Date: _____
Fire Department Official

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 domesti 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 HAVEEXAMINED 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

Revised 12/2025

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**

(Rev.10/2022)

See instructions on the reverse side of this form ▶

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.

A SERVICE FEE WILL BE CHARGED FOR ALL RETURNED CHECKS.

TYPE OR PRINT NAME AND TITLE OF PREPARER

X

PREPARER'S SIGNATURE AND DATE

SIGNATURE REQUIRED

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" throough "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****

Revised 12/16/25

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 & #:				
Name:				
Address:				
City,State,Zip:				
Contact Name & #:				

City of Charleston | City Collector's Office | Phone: (304)348-000 Ext. 377 | Fax: (304)348-0734 | email: constructionprojects@cityofcharleston.org

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

revised 12/16/2025

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