Dock Street Theatre
135 Church Street
February 26, 2018
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Lewis

2. Approval of Minutes:

   a.) February 13, 2018 *(Deferred)*

3. Bids and Purchases

4. Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding to support the 2018 Free Verse Poetry Festival in the amount of $10,000. No City match is required.

5. Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding to support the 2018 Holiday Magic in Historic Charleston in the amount of $10,000. No City match is required.

6. Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding to support the 2019 Piccolo Spoleto Festival in the amount of $15,000. No City match is required.

7. Office of Cultural Affairs: Approval to apply for funding from Charleston County for accommodations tax funding for the 2018 MOJA Arts Festival in the amount of $15,000. No City match is required.

8. Parks-Capital Projects: Acceptance of Federal funding in the amount of $225,232 for Phase 1 of the Huger Street Fire Station #08 Retrofit Project [*FEMA-DR-4241-SC HMGP Project 77 (S197)]*. This would be matched with $85,077 in City funding, and is for the purpose of preparing design and permit documents for the mitigation of future hazards at the station (hurricane, earthquake, flood, etc.) This is a reimbursable grant, and the requirements must be satisfied no later than April 02, 2020. Successful completion of the tasks will allow competitive applications for future funding for implementation of the required improvements. The approval of the grant award will institute a $340,309 project budget. The funding sources for the project are: FEMA Hazard Mitigation Grant Funds ($255,232) and 2015 General Fund Reserves ($85,077).

9. Parks-Capital Projects: Approval of the Herbert Hassel Pool Resurfacing Construction Contract with Atkinson Pools and Spas in the amount of $125,263 for removal and replacement of the

existing pool plaster and replacement of the surge tank covers. With approval of the project budget, staff is authorized to award and/or amend contracts less than $40,000 to the extent contingency funds exist in the Council approved budget. Approval of this action will institute a $139,250 project budget of which the $125,263 Construction Contract will be funded. The funding sources for this project are the Capital Projects, Structural Repairs ($125,487) and Facilities Maintenance, General Maintenance ($13,763) in the 2018 General Operating Budget.

10. Public Service: Approval for B&C Land Development to install new laterals in the amount of $51,412 on Ashley Avenue from the inlets to the recently renovated storm drain. The existing laterals were found to be broken beyond repair. The work was completed to prevent collapse of the laterals and complete the pipe repair project.

11. Public Service: Approval of the professional service agreement for administration and management of the following grants: FEMA 4241-DR-SC-52-226 Acquisition and Demolition of 36 structures and FEMA 4241–DR-SC-54-280 Acquisition and Demolition of 12 structures. The amount needed for this item is $753,070. The cost to administer and manage the grant project is a reimbursable expense. The grant covers 75% of the expenses, and the City's 25% will come from the Drainage Fund.

12. The Committee on Real Estate: (Meeting was held February 26, 2018 at 3:30 p.m. at Dock Street Theatre, 135 Church Street)

    a. Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Niandrea Taylor for the sale of 56 Nunan Street for $195,208. This property is being sold subject to the HOME Investment Partnerships Program Resale Restrictive Covenants with an affordability period of 30 years. The owner of the property is the City of Charleston. (56 Nunan Street; TMS: 460-07-01-025) [Ordinance]

    b. Consider a Purchase and Sale Agreement for 101 Broad Street ***(To be sent under separate cover by the Real Estate Department)***

    c. Nassau Street Parcel Acquisition ***(To be sent under separate cover by the Real Estate Department)***

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to schumacherj@charleston-sc.gov three business days prior to the meeting.

3a.)

COMMITTEE / COUNCIL AGENDA

TO: **John J. Tecklenburg, Mayor**

FROM: Interim Chief Jerome Taylor **DEPT.** Police Department

SUBJECT: 2018 FORD INTERCEPTOR SEDAN VEHICLES

REQUEST: Approval to purchase thirty (30) each 2018 Ford Interceptor Sedan Vehicles from Benson Ford, PO Box 469, Easley, SC 29641. State Contract #4400017321

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	X	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062018 Account #: 58010

Balance in Account _____ Amount needed for this item $717,690.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Mark R. Deputy CFO

FISCAL IMPACT: 2018 Lease Purchase Funds

Mayor's Signature: _____ **John J. Tecklenburg, Mayor**

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
South Carolina

PURCHASE REQUEST FORM

Requestor: Scott Newsome **Date:** 1/19/18 **Ship To Location:** Charleston PD

Department: Police **Division:** Fleet

SUGGESTED SUPPLIER: Benson Ford **Approval:** _____

Company Name	Address	Phone Number	Contact Name
Benson Ford State Contract # 4400017321	PO Box 469, Easley, S.C. 29641	864-901-4773	Pete Dawley

PURCHASE REQUESTS:

Item#	Quantity	Unit	Part Number	Description	Unit Price	Ext. Price
1	30	EA		2018 Ford Interceptor Sedan, driver's side pillar-mounted spotlight,full wheel covers, vinyl rear seats, HD rubber floor covering, rear view camera in mirror.	$23,987.00	$719,610.00
2	30	EA		Deduct all wheel drive to front wheel drive	($400.00)	($12,000.00)
3	30	EA		Deduct for keyless entry	($277.00)	($8,310.00)
4	30	EA		Deduct for Interior Upgrade	($325.00)	($9,750.00)
5						
6	30	EA		Add for Reverse Sensing System	$308.00	$9,240.00
7	30	EA		Add for delivery to Charleston from Roebuck SC	$130.00	$3,900.00
8						
9						
10						
11				Exterior color: Black Interior Color: Black or Dark Gray		
12						
13				Vehicles to be drop shipped to Global Public Safety in Roebuck SC		
14				Vehicles to be delivered to Charleston PD Fleet upon completion at		
15				Global Public Safety. Benson Ford will deliver vehicles to Charleston		
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
					State Tax	$15,000.00
					Total	$717,690.00

S.G. Newsome, Director, Fleet Mgt

Requisitioner/Title | Authorized Approval/Title | Appropriation Approval

PR1-2016

$123,423.00

Rob Malpass, Procurement Manager
Phone: (803) 737-5769
Email: remalpass@mmo.sc.gov

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

LE-6: Law Enforcement Sedan - Full Size, All-Wheel Drive, Flex Fuel

Contract Number:	**4400017321**	Contractor:	**Benson Ford**
Initial Contract Term:	11/1/2017 - 10/31/2018	Address:	PO Box 649, Easley, SC 29641
Contract Rollover Dates:		Vendor #:	7000216941
Order Cut Off Date:		Contact:	**Pete Dawley**
Model:	**Ford Sedan Police Interceptor - P2M**	Email:	group3race@aol.com
Commodity Code:	07105	Telephone:	**864-901-4773**
Delivery Days ARO:	112	Fax:	**864-850-6431**

BASE PRICE **$23,987.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Intentionally Left Blank

Optional Deductions

All-Wheel Drive Package ** Changes to Front-Wheel Drive (Body Code to P2L)*	$400.00
Police/Special Purpose Interior Package ** Deletes Interior Upgrade Package (12P)*	$325.00
HD Vinyl/Rubber Flooring ** Deletes Interior Upgrade Package (12P)*	$255.00
Vinyl Rear Seating Material (Cloth Front) ** Cloth to Vinyl*	$302.00
Spotlight, Driver Side ** Deletes Spotlight*	$170.00
Delivery Fee (Per Vehicle)	$50.00

Delivery Information

Delivery Distance Included in Delivery Fee	114 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	$0.44

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2018 Ford Sedan AWD		$23,987.00			11-01-2017		
Deducts							
Front Wheel Drive	P2L/500A	-400	Credit				
Interior Upgrade (12P)		-325	Credit				
Spotlight, drivers side		-170	Credit				
Full wheel covers		-40	Credit				
Additions							
Coordination fee				250			
501A Special Service Package	P2L			792			
13P Front headlamp/PI housing only				125			
661 Front headlight solution				935	* Requires 51G		
90T Tail lamp/PI housing only				64		(+$54.00)	
90T w/662				NC			
662 Tail lamp lighting solution				433			
Rear lighting solution				496			
Trunk upfit package				994			
Light controller package				1678			
Ready for the road package				3731			
3.5l V6 ECO BOOST - AWD ONLY				3189			
857 Ultimate wiring package				563			
13C Dark car feature				21			
942 Daytime running lamps			Included in SC Contract-delete for	$42.00			
96E Side marker fender lights				255			
51G Pre wiring for grille lamp,siren,speaker				54			
21F Spotlight (Whelen LED)				207			
2 TONE VINYL/WRAPS				See Page 2			
642 18" Aluminum wheels				486			
77B Rear view camera				NC			
53M SYNC Voice activated communication				308	** Requires Rev Sensing 76R		
47J Remappable switches steering wheel w/o S			SYNCH	158			(+$308)
47K Remappable switches steering wheel requ			SYNCH	158			
18L rr Door handles inop/locks operable				36			
18G rr Door handles/locks inop				36			
67D Rear window power delete,op from driver				26			
17L Carpet fron and rear				131			
88C Second row cloth seats				64			

97D Rear console plate		36	
43E Keyed alike		54	
65E Ballistic Door Panel driver front only		1621	Level III
65C Ballistic Door Panel Driver & Passenger frd		3234	Level III
65F Ballistic Door Panel driver front only		2462	Level IV
65G Ballistic Door Panel Driver & Passenger fre		4927	Level IV
55B BLIS - Blind spot monitoring w/traffic alert		496	
98K Lockable gas cap		21	
549 Heated mirrors		64	
59B Perimeter anti-theft alarm		126	
60P Keyless remote w/o keypad,less PATS	Included in SC Contract - delete for	$277	
76R Reverse Sensing		308	
62b Trunk release button		31	

2018 FORD Sedan AWD

Additions continued

96P 100 Watt Siren/Speaker	303
62D Electronics Tray	298
20P Noise suppression bonds	99
60B Push bumper bracket	26
59E Scuff guards	53
97T Trunk Circulation Fan	104
19T Trunk Storage Vault w/lockable door	125
55D Auto headlamps	125
61P Power passenger seat	328

Two tone wraps:

141 Package #1	856
143 Package #3	716
148 Roof	433
149 RH/LH Front Doors	809
144 POLICE non-reflective	809
145 POLICE reflective Black Vinyl	809
146 POLICE reflective White Vinyl	809
147 SHERIFF non-reflective	809

3b.)

COMMITTEE / COUNCIL AGENDA

TO: **John J. Tecklenburg, Mayor**

FROM: Interim Chief Jerome Taylor **DEPT.** Police Department

SUBJECT: 2018 FORD INTERCEPTOR UTILITY VEHICLES, SUVS

REQUEST: Approval to purchase two (2) each 2018 Ford Interceptor Utility Vehicles from Vic Bailey Ford, PO Box 3568, Spartanburg, SC 29304. State Contract #4400017322

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	x	☐	[signature]	☐
Procurement Director	X	☐	[signature]	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 062018 Account #: 58010

Balance in Account _____ Amount needed for this item $57,146.00 [initials]

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature], Deputy CFO

FISCAL IMPACT: 2018 Lease Purchase Funds

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
South Carolina

PURCHASE REQUEST FORM

Requestor: Scott Newsome **Date:** 1/19/18 **Ship To Location:** Charleston PD

Department: Police **Division:** Fleet

SUGGESTED SUPPLIER: Vic Bailey Ford **Approval:** _____

Company Name	Address	Phone Number	Contact Name
Vic Bailey Ford State Contract # 4400017322	PO Box 3568, Spartanburg, S.C. 29304	800-922-1365	David Vetter

PURCHASE REQUESTS:

Item#	Quantity	Unit	Part Number	Description	Unit Price	Ext. Price
1	2	EA		2018 Ford Interceptor Utility,full wheel covers, vinyl rear seats, HD rubber floor covering, rear view camera in mirror.	$27,903.00	$55,806.00
2	2	EA		Deduct police interior upgrade package	($309.00)	($618.00)
3	2	EA		Deduct pillar-mounted driver's side spotlight	($171.00)	($342.00)
4						
5						
6	2	EA		Add for Reverse Sensing System-76R	$288.00	$576.00
7	2	EA		Add for Basic SYNC hands-free communication-53M	$308.00	$616.00
8	2	EA		Add for Dome Lamp in cargo area-17T	$54.00	$108.00
9						
10						
11				Exterior color: Black Interior Color: Black or Dark Gray		
12						
13				Vehicles to be drop shipped to Global Public Safety in Roebuck SC		
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
					State Tax	$1,000.00
					Total	$57,146.00

Scott G. Newsome/ Director, Fleet Mgt

Requisitioner/Title | Authorized Approval/Title | Appropriation Approval

PR1-2016

LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive

Contract Number:	**4400017322**	Contractor:	**Vic Bailey Ford**
Initial Contract Term:	11/1/2017 - 10/31/2018	Address:	PO Box 3568 Spartanburg, SC 29304
Contract Rollover Dates:		Vendor #:	7000079092
Order Cut Off Date:		Contact:	**David Vetter**
Model:	**Ford Police Interceptor SUV - K8A**	Email:	dvetter@vicbaileyauto.com
Commodity Code:	07105	Telephone:	**864-585-3600**
Delivery Days ARO:	90	Fax:	**864-594-6802**

BASE PRICE **$27,903.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Intentionally Left Blank

Optional Deductions

Police/Special Purpose Interior Package * Deletes Center Console, Changes Floor Covering and Rear Seat to Vinyl	$309.00
HD Vinyl/Rubber Flooring * *Deletes Center Console*	$261.00
Vinyl Rear Seat (Cloth Front) * *Deletes Center Console*	$209.00
Spot Light (Left Door Mounted) * Deletes Spot Light	$171.00
Delivery Fee (Per Vehicle)	$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	$1.50

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VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

2018 FORD POLICE INTERCEPTOR SUV ALL WHEEL DRIVE

Truck, 4x2 Utility (SUV), Intermediate Size, 4 Door, All Wheel Drive, Pursuit Package, Flex-Fuel

Contract #: 4400017322

Standard Equipment Included:						
3.7L V-6 Engine	Power Steering					
Automatic Transmission	Power Brakes					
A/C	Power Windows and Door Locks					
AM/ FM Radio	Cloth Front Bucket Seats w/ Cloth Rear Bench Seat					
Remote Keyless Entry	Carpeted Floor Covering					
Cruise Control	Driver's Side Spotlight					
SC STATE CONTRACT PRICE:					**$27,903.00**	(plus tax)
Additional Available Options						
Fire Engine Red Exterior Paint					$1,002.00	
3.5L V-6 EcoBoost Engine - 99T					$3,443.00	
Rearview Camera - Camera in Center Stack					Standard	
Rearview Camera - Mirror Display - 87R					No Charge	
Delete Full Wheel Covers					-$45.00	(Deduct)
18" Aluminum Wheels - 64E					$496.00	
Delete Interior Upgrade Package					-$309.00	(Deduct)
Delete Spotlight					-$171.00	(Deduct)
Front Headlamp / Police Interceptor Housing Only - 86P		**Highly Recommended**			$131.00	
Front Headlamp Lighting Solution - 66A Lights are Red/Blue					$890.00	
Front Headlamp Lighting Solution - 66A Lights are Blue/Blue					$929.00	
Front Headlamp Lighting Solution - 66A Lights are Red/Red					$929.00	
Tail Lamp / Police Interceptor Housing Only - 86T		**Highly Recommended**			$64.00	
Tail Lamp Lighting Solution - 66B Lights are Red/Blue					$445.00	
Tail Lamp Lighting Solution - 66B Lights are Blue/Blue					$484.00	
Tail Lamp Lighting Solution - 66B Lights are Red/Red					$484.00	
Rear Lighting Solution - 66C Lights are Red/Blue					$477.00	
Rear Lighting Solution - 66C Lights are Blue/Blue					$516.00	
Rear Lighting Solution - 66C Lights are Red/Red					$516.00	
Cargo Wiring Upfit Package - 67G					$1,399.00	
Ready for the Road Package - 67H (Red/Blue Lights)					$3,568.00	
Ready for the Road Package - 67H (Red/Red Lights)					$3,950.00	
Ready for the Road Package - 67H (Blue/Blue Lights)					$3,950.00	
Ultimate Wiring Package - 67U					$577.00	
Police Wire Harness Connector Kit - Front - 47C					$110.00	
Police Wire Harness Connector Kit - Rear - 21P					$135.00	
Engine Block Heater - 41H					$95.00	
Auto Headlamps - 86L					$120.00	
Dark Car Feature (Courtesy Lamp Disabled) - 43D					$21.00	
Silent Mode - 43L (Requires Daytime Running Lights - 942)					$21.00	
Daytime Running Lights - 942					$47.00	
Dome Lamp Red/White in Cargo Area - 17T					$54.00	
Front Warning Auxiliary Light Red/Blue (Requires Option 60A)- 21L					~~$577.00~~	
Front Warning Auxiliary Light Blue/Blue (Requires Option 60A) - 21L					$714.00	
Front Warning Auxiliary Light Red/Red (Requires Option 60A) - 21L					$714.00	
Forward Indicator Pocket Warning Light - 21W					$668.00	
Front Interior Windshield Warning Lights - 96W					$1,165.00	
Pre-Wiring for Grille Lamp, Siren and Speaker - 60A		**Highly Recommended**			$54.00	
Side Marker LED - Sideview Mirrors Red/Blue - 63B					$304.00	
Side Marker LED - Sideview Mirrors Blue/Blue - 63B BB					$413.00	
Side Marker LED - Sideview Mirrors Red/Red - 63B RR					$413.00	
Rear Quarter Glass Side Marker Lights Red/Blue - 63L					$601.00	

Rear Quarter Glass Side Marker Lights Blue/Blue - 63L BB					$715.00	
Rear Quarter Glass Side Marker Lights Red/Red - 63L RR					$715.00	
Spot Light - Driver and Passenger Side - 51Z					$179.00	
Spot Light - Driver Side Only - LED Unity - 51R					$224.00	
Spot Light - Driver Side Only - LED Whelen - 51T					$251.00	
Spot Light - Driver and Passenger Side - LED Unity - 51S					$460.00	
Spot Light - Driver and Passenger Side - LED Whelen - 51V					$507.00	
Glass - Solar Tint 2nd Row, Rear Quarter and Liftgate Window - 92G					$126.00	
Glass - Solar Tint 2nd Row Only - Privacy Glass on Rear Quarter and Liftgate Window - 92R					$90.00	
Roof Rack Side Rails - Black - 68Z					$163.00	
Deflector Plate - 76D					$350.00	
Two-Tone Vinyl Wrap (Call for Optional Configurations)					$877.00	
Vinyl Word Wrap (Call for Available Configurations)					$831.00	
SYNC Basic - Hands Free Voice Activated Communication System - 53M			**Highly Recommended**		$308.00	
Remapable (4) Switches on Steering Wheel - 61R					$163.00	
Rear Door Handles Inoperable / Locks Operable -68L					$37.00	
Rear Door Handles and Locks Inoperable - 68G					$37.00	
Hidden Door Lock Plunger and Rear Door Handles Operable - 52H					$146.00	
Hidden Door Lock Plunger and Rear Door Handles Inoperable - 52P					$169.00	
Rear Window Power Delete - Operable from Front Driver Side Switches - 18W					$27.00	
Global Lock / Unlock Feature - 18D					No Charge	
Carpeted Floor Covering w/ Floor Mats w/ Interior Upgrade Package Deleted - 16C					$131.00	
2nd Row Cloth w/ Interior Upgrade Package Deleted - 88F					$64.00	
Power Passenger Seat - 87P					$340.00	
Front Console Plate Delete					No Charge	
Rear Console Plate - 85R					$37.00	
Vehicles Keyed Alike (Call for Available Codes)					$54.00	
Ballistic Door Panels (LVL III) - Driver Front Door Only - 90D					$1,657.00	
Ballistic Door Panels (LVL III) - Driver and Passenger Front Doors - 90E					$3,314.00	
Ballistic Door Panels (LVL 4+) - Driver Front Door Only - 90F					$2,524.00	
Ballistic Door Panels (LVL 4+) - Driver and Passenger Front Doors - 90G					$5,047.00	
Blind Spot Monitoring w/ Cross Traffic Alert - 55B					$569.00	
Mirrors - Heated Sideview - 549					$64.00	
Lockable Gas Cap - 19L					$21.00	
Perimeter Anti-Theft Alarm (Requires Remote Keyless) - 593					$126.00	
Police Engine Idle Feature - 47A					$273.00	
Delete Remote Keyless Entry					-$210.00	(Deduct)
Reverse Sensing System - 76R		**Highly Recommended**			$288.00	
Auxilliary Air Conditioning - 17A					$637.00	
Badge Delete (Removes Police Interceptor Badging) -16D					No Charge	
Cargo Storage Vault - 63V					$256.00	
Scuff Guards (Protective Wrap Edging on Front of Both Rear Doors) - 55D					$74.00	
My Speed Fleet Management - 43S					$64.00	
Noise Suppression Bond Straps - 60R					$105.00	
PTU Cooler - Power Take Off Unit - Severe Duty (EcoBoost Engine Only) - 52B					$3,057.00	
100 Watt Siren/Speaker (Includes Bracket and Pigtail) - 18X					$314.00	
ESP w/ Maintenance Plan					Call for Pricing	
Trailer Hitch and Wiring - Aftermarket Installed					$450.00	

COMMITTEE / COUNCIL AGENDA

3c.)

TO: John J. Tecklenburg, Mayor

FROM: Wes Rafferree **DEPT.** Information Technology

SUBJECT: CLOUD STORAGE SERVICE FOR POLICE VIDEO CAMERA DATA

REQUEST: APPROVAL OF MICROSOFT CLOUD STORAGE SERVICE WITH WH PLATTS, THE SOLE SOURCE VENDOR, TO PROVIDE APPROPRIATE VIDEO STORAGE AND ARCHIVING FOR THE POLICE DEPARTMENT'S BODY-WORN AND VEHICLE VIDEO SYSTEMS.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	X			X
Procurement	X			X

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: 235000-52206

Balance in Account $1,010,092.13 Amount needed for this item $306,072.00

Does this document need to be recorded at the RMC's Office? Yes [ ] No [X]

NOTES: To be billed monthly by WH Platts/IRSA Video to the City of Charleston at $25,506.00 per month for 12-month period.

CFO's Signature: Matt Ff, Deputy CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: Annual Cloud Storage Maintenance and Support

REQUISITION NUMBER: **PR180872**

VENDOR: Techventures LLC dba WH Platts

DATE: February 12, 2018

1. Please state the use for this/these product(s).

   Annual Cloud Hosting Fee for storage and archiving of Police body-cam and in-car video.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.

   No. Techventures is the parent company for WH Platts/IRSA and is the vendor previously selected by the City for purchasing, implementing and supporting Police video systems.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.

   Techventures/IRSA Video is the company previously selected by the City for purchasing, implementing and supporting Police body-cam and in-car video systems. All related video data is processed through the City's network infrastructure and into the IRSA cloud storage resource contracted through Microsoft and is the only option for storage using their systems.

4. Have you evaluated comparable products within the last two years?

   ____YES or NO __X__

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

   The Police Department has engaged in a long-term partnership with WH Platts/IRSA for related video and audio recording technologies to facilitate their critical operations.

SIGNATURE _____ TITLE CIO

Invoice

THE W.H PLATTS COMPANY
A DIVISION OF TECHVENTURES LLC
6543-A FAIN STREET
N CHARLESTON, SC 29406-4909
PHONE (843) 553-1131 FAX (843) 553-1151
www.whplatts com

REMIT PAYMENTS TO
THE WH PLATTS COMPANY
PO BOX 745097
ATLANTA, GA 30374-5097

Invoice No	Page
54587	1

Invoice date 1/31/2018

Bill To:

CITY OF CHARLESTON
ACCTS PAYABLE
PO BOX 853
CHARLESTON, SC 29402

Ship To:

CITY OF CHARLESTON
INFORMATION TECHNOLOGY
2 GEORGE ST
CHARLESTON, SC 29402

Order number	Sales order date	Account number	Loc	Account manager
41813	1/31/2018	53	2	201 Bob Simons

PO number	Job No	Ship via	PPD/COL
~~P145696~~ PR 180812		Best Way	

Item No. / Description	Quantity ordered	Qty Shipped/Returned / Quantity on back order	Item price / Discount %	UOM	Extended Total / Total price
OUA04X CLOUD UNLIMITD, SW MAINTENANCE VERETOS MONTHLY PLAN 4	360.00	360.00	$65.00	EA	$23,400.00

U001406

RECEIVED
FEB 05 2018
ACCOUNTS PAYABLE

NO E-PAY

WC
2-7-18

Comments:

Thank you for your business!
Invoices balanced past 30 days are subject to a 1.5% finance charge.

Sales amount:	$23,400.00
Miscellaneous amount:	$0.00
Freight:	$0.00
Sales tax:	$2,106.00
Subtotal:	$25,506.00
Amount Received:	$0.00
Total amount due:	**$25,506.00**

Payment terms: Net 30 days

3d.,

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Interim Chief Jerome Taylor **DEPT.** Police Department

SUBJECT: PURCHASE SAFETY AND SECURITY CAMERA SYSTEM

REQUEST: Approval to purchase five (5) Safety and Security Camera Systems For various locations on Meeting Street from Hitachi Vantara Corp., 2845 Lafayette St., Santa Clara, CA 95050. Sole Source

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	X	☐		✓
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 260010 Account #: 58015

Balance in Account $143,000 Amount needed for this item $125,556.08

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
South Carolina

PURCHASE REQUEST FORM

Requestor: Peter Farrell
Department: Police Department
Ship to Location: CPD HQ

Suggested Supplier: Hitachi Vantara Corporation

Hitachi Vantara Corporation
2845 Lafayette Street
Santa Clara California 95050
(408) 970-1000
scott.beverley@hitachivantar
hdsorders@hds.com

Date of Purcahse: 2/5/2018

Approver Signature: _____

CPD Unit	Qty	Unit	Item #	Description	Unit Price	Sales Tax	Total Cost
Department-wide Use	1	Each		Professional Services	$15,750.00	$1,417.50	$17,167.50
Department-wide Use	1	Each		Software Support	$157.92	$14.21	$172.13
Department-wide Use	1	Each		Software	$871.65	$78.45	$950.10
Department-wide Use	1	Each		Hitachi Hardware (incl. Support and Installation)	$98,409.49	$8,856.85	$107,266.34

Notes:
These are the five Safety and Security Cameras for Meeting Street budgeted with Hospitality Funds

SOLE SOURCE :

Subtotal:	$115,189.06
Sales Tax:	$10,367.02
Shipping	$0.00
Total Purchase	**$125,556.08**

FOR OFFICE USE ONLY

Record # PR691 PR Number _____ PO Number _____

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Police

PRODUCT: Safety and Security Video Camera system

REQUISITION NUMBER:

VENDOR: Hitachi

DATE: February 6, 2018

1. Please state the use for this/these product(s).
   The Hitachi system, which includes cameras, radios for transmission of live video back to CPD, and back-end software to view the images has been in place for several years. The live feeds and recorded videos are utilized by camera room personnel and investigators to maintain a safe environment throughout the city and to identify individuals who commit crimes.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.
   The system we have in place is proprietary in nature and any service completed on the current system must be completed by the vendor or one of their identified sub-contractors to maintain the warranty and current maintenance contract.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.
   The Hitachi products are maintained under a service agreement under which the cameras and other items on the system are serviced exclusively by Hitachi and/or its sub-contractors. Any parts or service have to be completed according to their standards in order to be operational.

4. Have you evaluated comparable products within the last two years?

   ____YES or NO __X__

   If yes, please state the complete results of the evaluation.

   If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time. A significant investment was made into the system provided by this vendor after extensive research was completed. At this time continuing to purchase accessories compatible with the existing system, is fiscally responsible.

SIGNATURE [signature] TITLE 2/5/18 Lieutenant

CUSTOMER QUOTATION

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To:	**City of Charleston**	**Bill To:**	**City of Charleston**	**Hitachi Vantara**
Attn:		***Attn:***		123 Main Street
	180 Lockwood Blvd		Accounts Payable	fieldsToNull, fieldsToNull
	Charleston, SC 29403		PO Box 853	United States
	United States		Charleston, SC 29402	
			United States	

Thank you for this opportunity to supply you with an official quotation for Hitachi Vantara (formerly known as "Hitachi Data Systems") storage solutions and services. If you have questions in respect of this quote, whether technical or price related, please do not hesitate to contact your Hitachi Vantara Account Manager, William Beverley, on telephone (804) 822-1600.

Quote Reference

Quote Number:	20093231-1	**Quote Date:**	05-02-2018
Quote Name:	Meeting Street Additional Cameras	**Quote Expiry Date:**	28-02-2018
Master Agreement:	Agreement dated 12/21/2010		

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation)	98,409.49
1 x Hitachi Visualization Platform	
Software	871.65
Software Support	157.92
Professional Services	15,750.00
Total Price *(exclusive of taxes)*	**115,189.06**

Financing

Hitachi Vantara provides a range of flexible financial solutions that can be tailored to your needs. All facilities are subject to credit approval and contract. For further information and full terms and conditions, please contact your Hitachi Vantara Account Manager.

Order Information

Please include the Hitachi Vantara Quote Number on your Purchase Order and send your Purchase Order to the Hitachi Vantara postal or email address listed above. The governing terms and conditions of this Quote and any resulting transaction shall be as stated under Note 1 in the Notes section.

By signing below, you acknowledge and accept the pricing and terms of this quotation on behalf of City of Charleston.

Signature: Customer Date

Customer Name:	City of Charleston		
Quote Number:	20093231-1	Quote Date:	05-02-2018
Quote Name:	Meeting Street Additional Cameras	Quote Expiry Date:	28-02-2018

Quote Summary

All Prices Quoted in USD

Ship To:	**Sierras Construction, LLC**	**Install At:**	**City of Charleston**
Attn:		***Attn:***	
	104 Special Place Lane Ridgeville, SC 29472 United States		180 Lockwood Blvd Charleston, SC 29403 United States

Item 1: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
HW	**Hitachi Visualization Hardware**		1	74,495.99
	Hardware Support *Support Renewal per month = TBD*	Term: 12 Months Level: Week Day Basic (WDB)		
Sub-Total Item 1				**74,495.99**

Customer Name:	City of Charleston		
Quote Number:	20093231-1	Quote Date:	05-02-2018
Quote Name:	Meeting Street Additional Cameras	Quote Expiry Date:	28-02-2018

Quote Summary

All Prices Quoted in USD

Ship To:	**Sierras Construction, LLC**	**Install At:**	**City of Charleston**
Attn:		***Attn:***	
	104 Special Place Lane Ridgeville, SC 29472 United States		180 Lockwood Blvd Charleston, SC 29403 United States

Item 2: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
SW	**Hitachi Visualization Software**		1	871.65
	Software Support *Support Renewal per month = TBD*	Term: 12 Months Level: Remote Software Support		157.92
Sub-Total Item 2				**1,029.57**

Customer Name:	City of Charleston		
Quote Number:	20093231-1	Quote Date:	05-02-2018
Quote Name:	Meeting Street Additional Cameras	Quote Expiry Date:	28-02-2018

Quote Summary

All Prices Quoted in USD

Ship To:	**Sierras Construction, LLC**	**Install At:**	**City of Charleston**
Attn:		***Attn:***	
	104 Special Place Lane Ridgeville, SC 29472 United States		180 Lockwood Blvd Charleston, SC 29403 United States

Item 3: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
PS	**Professional Services**	n/a	1	15,750.00
	SVC Hitachi Visualization Implementation			
Sub-Total Item 3				**15,750.00**

Customer Name:	City of Charleston		
Quote Number:	20093231-1	Quote Date:	05-02-2018
Quote Name:	Meeting Street Additional Cameras	Quote Expiry Date:	28-02-2018

Quote Summary

All Prices Quoted in USD

Ship To:	**Sierras Construction, LLC**	**Install At:**	**City of Charleston**
Attn:		***Attn:***	
	104 Special Place Lane Ridgeville, SC 29472 United States		180 Lockwood Blvd Charleston, SC 29403 United States

Item 4: Hitachi Visualization Platform

Class	Product	Support per System	Qty	Extended Price
	Hitachi Visualization Installation		1	23,913.50

Sub-Total Item 4 **23,913.50**

Customer Name:	City of Charleston		
Quote Number:	20093231-1	Quote Date:	05-02-2018
Quote Name:	Meeting Street Additional Cameras	Quote Expiry Date:	28-02-2018

Quote Summary

All Prices Quoted in USD

Notes

UNLESS YOUR CURRENT MASTER AGREEMENT WITH HITACHI VANTARA (HITACHI), FORMERLY KNOWN AS "HITACHI DATA SYSTEMS", SPECIFICALLY STATES OTHERWISE, THEN THE FOLLOWING WILL APPLY:

- This quotation and any resulting transaction shall be subject to and governed by the terms and conditions of the Master Agreement "Agreement dated 12/21/2010" between Hitachi and Customer. If Hitachi and Customer have entered into an Agreement and the number has been omitted, then the most current, active agreement between Hitachi and Customer shall govern this quote and any resulting transaction. If no agreement exists between Hitachi and Customer, then the terms of Hitachi's standard DPA located at http://www.hitachivantara.com/corporate/legal/index.html shall govern this quote and any resulting transaction.
- The following are included in the Hardware price: Installation and Hardware support during the "Support Term or Remaining Support Term". After expiration of the prepaid Hardware Support Term the Customer has the option to renew the Hardware Support at a rate to be mutually agreed when and if the Customer orders such support.
- If the Software Support Term is greater than 12 months and the total Support Term and amount is prepaid, then Hitachi will consider the first 12 months as the Initial Support Term and any remaining prepaid amounts and months towards the Support Renewal period. The Customer has the option to renew at the monthly "Support Renewal" amount stated in the Quote for the same term as the Initial Support Term. NOTWITHSTANDING A PROVISION IN A SALES OR PURCHASE AGREEMENT OR CUSTOMER'S PURCHASE ORDER STATING OTHERWISE, BY SIGNING THIS QUOTATION OR ISSUING A PURCHASE ORDER REFERENCING THIS QUOTATION, THE CUSTOMER AGREES THAT the Initial Support Term is non-cancellable and non-refundable. After satisfaction of the Initial Support Term, the Customer shall be entitled to terminate for convenience the software support by giving three months prior written notice effective no sooner than the end of the Initial Support Term. Where such prepaid software support is terminated in this manner, Hitachi will credit the Customer a sum equal to the agreed Support Renewal monthly rate multiplied by the number of months cancelled from the effective date of termination. After expiration of the Initial Software Support Term and any remaining Support Renewal months prepaid, the Customer has the option to renew the Software Support at a rate to be mutually agreed when and if the Customer orders such support.
- Support Term commences upon delivery, unless otherwise specified in the terms of the referenced Master Agreement in force between Hitachi and Customer.
- Please refer to the Hitachi Terms & Conditions (WMS Terms) at http://www.hitachivantara.com/corporate/legal/ for third party products not directly maintained by Hitachi. Warranty, maintenance and support for the Third Party Products may be delivered by the vendor including all the applicable terms and conditions. Hitachi will provide you with the relevant contact details to obtain support directly from the vendor, as applicable.

Customer Name:	City of Charleston		
Quote Number:	20093231-1	Quote Date:	05-02-2018
Quote Name:	Meeting Street Additional Cameras	Quote Expiry Date:	28-02-2018

Bill of Materials

Item 1: Hitachi Visualization Platform

Hardware

Hitachi Visualization Hardware	Description	Product Status	Quantity
Q-20595	Q6000-E POD with no PTZ, No NUC, No Cradlepoint, Custom Paint		4
Q-20595.1	Q6000-E POD with PTZ, No NUC, No Cradlepoint, Custom Paint		1
SDSQUNC-128G-AN6IA	128GB SD Card		6
NBE-5AC-16-US	Ubiquiti Nanobeam AC		12
NBE-WMK	Ubiquiti Nanobeam Wall Mount		12
Misc	Mounting Hardware and Installation Supplies		6
TBD	3' Patch Cable (Blue)		17
TC-Pro	TC-Pro Tough Cable 1000ft Cat5e		2
SAB-175	Side Arm Bracket 1 3/4"		2
PSB	Pole Mount Bracket		2
ETH-SP	Ubiquiti Surge Suppression		17
Custom	Hitachi D51B Server for Additional Storage		1
UNI-RMB1	Parapet Mount		1
5801-781	Axis Q6000 12mm HD Lens Kit		4
5801-771	Axis Q6000 6mm HD Lens Kit		4

Item 2: Hitachi Visualization Platform

Software

Hitachi Visualization Software	Description	Product Status	Quantity
XPPCL	XProtect Professional Device License		6

Item 3: Hitachi Visualization Platform

Professional Services

Professional Services	Description	Product Status	Quantity
051-100319-01.P	SVC Hitachi Visualization Implementation		1

Bill of Materials

Item 4: Hitachi Visualization Platform

Installation	1

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Statement of Work No. COCH-35093
Between
Hitachi Vantara Corporation ("Hitachi")
and
City of Charleston ("Customer")
Hitachi Quote No. 20093231

This Statement of Work ("SOW") by and between Hitachi Vantara Corporation ("Hitachi") and City of Charleston ("Customer") is governed by the terms and conditions of Attachment A to this SOW.

SERVICES

Hitachi will provide Customer with services which are comprised of 1 Service offering as more fully described in attached Exhibit A.

Exhibit No.	Description of Service	HITACHI Part No.
A	SVC Hitachi Visualization Implementation	zAM-051-100319-01-001

APPROACH

The Services will be delivered as specified in the attached Exhibit.

DELIVERABLES AND OUTCOMES

Hitachi will provide the Deliverables and Outcomes as specified in the attached Exhibit.

CUSTOMER RESPONSIBILITIES

Customer Responsibilities are specified below as well as in the attached Exhibit.

A. Customer will designate a Project Manager ("Project Manager") to whom all Hitachi communications shall be addressed. The Project Manager will provide (a) information and resources in a timely manner as needed by Hitachi to enable Hitachi to complete the Service described in this SOW; and (b) will be readily available and onsite as and when required by Hitachi for the duration of the Service. The Project Manager will be responsible for receiving any Deliverables and has full authority to provide any needed approvals for Customer under the Change Control provision below.
B. Customer will provide Hitachi with a work area with a telephone and shall provide Hitachi with access to any facilities and system access.
C. Customer will communicate with the designated Project Coordinator and make its appropriate staff available to participate in the project activities as required including a technical lead person for preliminary and onsite data gathering and implementation planning.
D. Customer will make its subject matter experts available to Hitachi when both onsite and offsite as needed to perform the Service.
E. Customer will assume all responsibility for its network, including connectivity, performance and configuration issues.
F. Customer shall respond promptly to Hitachi' requests, particularly concerning data, documentation, and attendance.
G. Customer will provide Hitachi with appropriate access to host systems, servers, storage systems and networks involved in the Service, including user access and passwords as necessary.
H. Customer has valid licenses for all software that is covered by the Service (s) listed herein, and all licenses will cover Hitachi use of the software.

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I. Customer will ensure that the Service Location is prepared for the Service and that all required power, air conditioning, cabling, and environmental and telecommunication requirements have been addressed.

ASSUMPTIONS

Hitachi will rely on the following Assumptions, together with those stated elsewhere in each individual Exhibit, in performing these Services. Should any of these Assumptions prove to be incorrect or incomplete or should Customer fail to comply with any of the Assumptions set forth in this document, Hitachi reserves the right to modify the price, scope, or schedule.

A. Hitachi reserves the right to use subcontractors in those roles it deems appropriate.
B. Hitachi will perform the Service(s) at the Service location referenced herein or remotely from a Hitachi location.
C. Any Service schedule estimates represent Hitachi's best technical judgment based on information available. The actual duration of the Service(s) may vary.
D. Service(s) purchased under this SOW that have not been completed within 12 months of signature of this SOW will be deemed null and void. Any remaining payments are non-refundable and credits shall not be granted.

CHANGE CONTROL PROCESS

Changes to this SOW may be initiated by providing a request to the other party. The Parties will review any change requests and advise each other if the request can be accepted, and if so, the price, scope and schedule impacts. For a requested change to be made effective, it will be documented and agreed to, in writing or via e-mail, by both Parties.

PROJECT MANAGEMENT

A Hitachi Project Coordinator will be designated by Hitachi ("Project Coordinator") that is responsible for the overall project and coordination of project management activities with Customers Project Manager. The Project Coordinator will have responsibility for coordinating all activities on the Service(s), scheduling resources, and will be the single point of contact for the Service(s).

TOOLS

If Hitachi elects to utilize Tools for data collection, Customer agrees to assist Hitachi with such collection, by installing and configuring such Tools, under Hitachi's direction and supervision. Installation may require access to a Microsoft Windows server, provided by Customer, which can be shared with other storage management functions, and has access to Customer's servers and the source and target storage systems.

Solely, as necessary to allow for such assistance, Hitachi grants Customer a limited personal, non-exclusive, non-transferable license to install and configure the Tools under Hitachi's direction and supervision and solely as necessary to allow for completion of the Service(s) in accordance with the SOW. Customer will send the data, gathered by the Tools, off-site for Hitachi' analysis as directed by Hitachi.

Customer acknowledges that any Tool(s) utilized relating to the Service(s) are the sole and exclusive property of Hitachi or its licensors. The Tools are confidential and copyrighted and all rights therein not expressly granted to Customer under the SOW are reserved to Hitachi. Hitachi will remove the Tools from Customer's devices prior to Project Completion.

If Customer elects not to implement any Hitachi recommended data collection tools and opts to perform the data collection process manually, it is to be understood this might extend the Discovery phase time duration, and will require a change order.

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FEES/PAYMENT

The fee for Service (s) provided under this SOW is $15,750.00 inclusive of travel and other project-related expenses. This fee is included in the Purchase Price under Hitachi Quote Number(s) 20093231, therefore, Customer will not be invoiced separately for this Service.

SERVICE ACCEPTANCE CERTIFICATES

Upon Milestone Completion, as identified below, Hitachi will present Customer with a Milestone Acceptance Certificate form. Customer should sign and return a copy of this form to Hitachi. If Customer does not return a signed copy, or provide Hitachi with a written description of any perceived deficiencies in the Services, within ten (10) business days after receipt of the Milestone Acceptance Certificate form, then the Services will be deemed completed and accepted. In lieu of signature, Email correspondence is an acceptable form of acknowledgement.

Exhibit	Service	Milestone Name	AC Presented	Milestone	Amount
A	SVC Hitachi Visualization Implementation	SVC Hitachi Visualization Implementation	Upon Completion	A1	$15,750.00
				Total:	$15,750.00

PRIMARY CONTACTS

Hitachi Primary Contact:		
Name	**Email**	**Phone**
Chris Scotto	chris.scotto@hitachivantara.com	(704) 457-9881

Customer Primary Contact:			
Name	**Address**	**Email**	**Phone**
Lieutenant Peter Farrell	180 Lockwood Drive, Charleston, South Carolina 29403 United States	farrellp@charleston-sc.gov	(843) 720-2365

SERVICE LOCATIONS

Location Primary Contact:			
Name	**Address**	**Email**	**Phone**
M Crosby	104 Special Place Ln, Ridgeville, South Carolina 29472 United States	mcrosby@sierrasconstruction.com	(843) 670-7675

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IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be duly executed by their respective authorized representatives and is effective as of the date first set forth below.

Hitachi Vantara Corporation ("Hitachi")	**City of Charleston** ("Customer")
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

This SOW must be executed within ninety (90) days of the date noted below, unless extended in writing by the parties.

SOW No. COCH-35093

Dated: February 2, 2018

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Exhibit A for SOW COCH-35093
SVC Hitachi Visualization Implementation

OVERVIEW

Customer has requested Hitachi to provide hardware, software, and services to install four camera PODs and related equipment online Meeting St.

APPROACH

Hitachi will deliver the following as part of the project to City of Charleston, SC:

Scope of work includes:

- Install four camera PODs at listed the below listed locations on Intersection Street Poles.
    - Meeting St @ Spring St
    - Meeting St @ John Street
    - Meeting St @ Calhoun St (PTZ camera)
    - Meeting St @ George St
- Install one camera POD on a parapet mount on the Meeting Street Fire Department at Meeting St @ Wentworth St
- Install new Ubiquiti Wireless links from the below
    - From Charleston Place POP
        - Install new Wireless links from Charleston Place to Wentworth St., from Wentworth St. to George St.
    - From Francis Marion Tower 2 to Calhoun St.
    - From Francis Marion Tower 1
        - To City Visitor Parking Deck
        - From visitor parking to John St., from John St. to Spring St.
- Add new server with upgraded storage to allow for growth.
- Add camera licenses to cover new cameras.

Scope Boundaries

The only tasks that Hitachi will undertake in providing the Service are those specifically set forth in this document. Should Customer want to change any task, the parties will follow the change control procedures described in the Change Control Process.

In terms of	Install four camera PODs at listed the below listed locations on Intersection Street Poles	**this Service includes**	Oversee installation, configuration, and testing of new camera and related equipment at specified locations.
In terms of	Install one camera POD on a parapet mount on the Meeting Street Fire Department at Meeting St @ Wentworth St	**this Service includes**	Oversee installation, configuration, and testing of new camera and related equipment at specified location.
In terms of	Install new Ubiquiti Wireless links from the below	**this Service includes**	Oversee installation, configuration, alignment, and testing of radio and related equipment at specified locations.

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In terms of	Add new server with upgraded storage to allow for growth.	**this Service includes**	Oversee installation, configuration, and testing of new Hitachi Server at designated location. Add server onto Milestone Systems Video Management System cluster.
In terms of	Add camera licenses to cover new cameras.	**this Service includes**	Add newly installed cameras onto Milestone Systems Video Management System cluster software.

Customer Responsibilities

City of Charleston, SC has the following responsibilities related to the project:

- Security clearance and access for Hitachi personnel.
- Remote access for Hitachi personnel and contractors into server environment.
- Provide necessary power requirements to run equipment to be mounted at appropriate locations.
- Provide appropriate power, networking, and space requirements for Hitachi Server.

Hitachi Responsibilities

Hitachi has the following responsibilities related to the project:

- Supply of cameras, radio equipment, and software/licensing as detailed in the high-level scope.
- Conduct services as detailed in the high-level scope.

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Attachment A
Terms and Conditions

The following terms and conditions govern this engagement between Hitachi Corporation ("**Hitachi**") and its customer ("**You**"):

1. Hitachi will perform the services ("**Services**") described in the related statement of work ("**SOW**") to which these terms and conditions are attached. The SOW, together with these terms and conditions, constitutes the agreement with respect to the provision of Services ("**Agreement**").

2. Hitachi warrants to You that it will provide the Services in a workmanlike manner in accordance with generally accepted industry standards. If the Services are not performed as warranted, Hitachi will promptly re-perform the Services at no additional charge or credit You for the price of the Services subject to the warranty claim. You must submit any warranty claim in writing within 90 calendar days of the performance of the Services giving rise to the claim. THIS WARRANTY IS IN LIEU OF, AND Hitachi EXPRESSLY DISCLAIMS AND EXCLUDES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

3. The Services will be deemed accepted by You after Hitachi completes the Service, unless You notify Hitachi or Hitachi' authorised reseller in writing that You have not accepted the Services and provide a detailed explanation of your rejection of the Service within a reasonable time (not to exceed thirty (30) days) after Hitachi' delivery of the Service.

4. Except as otherwise expressly provided, Hitachi grants to You a personal, non-transferable, non-sublicensable, non-exclusive license to use, reproduce, copy and display the deliverables provided under a SOW solely for your internal business purposes. You obtain no title or ownership in any deliverables provided under the SOW, and Hitachi and its licensors retain all rights not expressly granted to You under this Agreement.

5. If a third party makes a claim against You that any deliverables provided in connection with the Services infringes that party's patent rights or copyright ("**IP Claim**"), Hitachi will provide you with the following recourse (which, to the extent permitted by applicable law, comprises your sole and exclusive remedy against Us for IP Claims): (a) Hitachi will defend or settle the IP Claim at our option and cost, and pay to You the amount of damages, losses and costs finally awarded (or settled with our written consent), provided that You (i) promptly notify Hitachi of the IP Claim, (ii) allow Hitachi to solely manage the defence and settlement of the IP Claim, and (iii) co-operate with and assist Hitachi as We require (We will pay your costs of doing so), and (iv) are not in breach of these terms; (b) Hitachi will, at its option and cost, do any of the following in relation to any Services (including any deliverable provided in connection with the Services) which is or Hitachi considers is likely to be the subject of an IP Claim: (i) secure the rights for You to continue to use the Service deliverable without infringement or (ii) modify the Service deliverable so that it is not infringing or replace it with something that has similar functionality to the Services. If neither option is reasonably possible, Hitachi will provide You with a refund, provided that You promptly return deliverables provided in connection with the Services to Hitachi. The above remedies will not apply to any to any Services (including deliverables) that You have, or any person on your behalf has: (i) modified or combined with any third party product not authorised or approved by Hitachi, (ii) used outside our stated standard operating environment for the Services or for a purpose not authorised by Us, (iii) failed to use a more recent version of the Services deliverables that was available to You and would have avoided the infringement, or (iv) where the IP Claim arises due to any material or item that You own or have sourced from a third party yourself.

6. Hitachi and You each hold in confidence any information marked or otherwise identified at the time of disclosure as confidential ("**Confidential Information**") that we give to each other, using the same degree of care we each use to protect our own Confidential Information, but no less than a reasonable degree of care. Each of Hitachi and You won't disclose each other's Confidential Information without consent. Hitachi can, however, disclose it to its employees and contractors who need to know the information in order to perform obligations under the applicable SOW.

7. Except liability for: death, bodily injury or damage to tangible property arising from a party's negligent acts or omissions; breaches of any license; breach of obligations of confidentiality, and to the extent not prohibited by applicable law: (a) each party's maximum aggregate liability for all claims relating to this Agreement, whether for breach of contract, breach of warranty or in tort, including negligence will be limited to Five Hundred Thousand United States Dollars (US$500,000); (b) neither party will be liable for any indirect, punitive, special, incidental or consequential damages in connection with this Agreement (including, without limitation, loss of business, revenue, profits, goodwill, use, data, electronically transmitted orders, or other economic advantage), however they arise, whether in breach of contract, breach of warranty or in tort, including negligence, and even if that party has previously been advised of the possibility of such damages. These limitations and exclusions apply even if an exclusive remedy provided for in this Agreement fails of its essential purpose.

8. You acknowledge that in various countries, laws and regulations regulate the export of computer products and technology which may prohibit use, sale or re-export of such products or technology if You know or have reason to know that such products and technology are for use in connection with the design, development, production, stock piling or use of nuclear, chemical or biological weapons or missiles. If You sell or transfer to another person or entity title in or right to use any part of products or other materials supplied by Hitachi, You will ensure that all applicable export restrictions of the nature described in this section are observed.

9. This Agreement will be governed by the laws of the State of California with jurisdiction and venue in the appropriate courts in Santa Clara County, California. The United Nations Convention on Contracts for the International sale of goods and its implementing legislation will not apply to this Agreement.

10. Neither You nor Hitachi will be responsible for any failure to meet any obligations (except payment obligations) due to matters beyond their reasonable control, provided reasonable efforts have been made to perform them.

11. This Agreement contains the entire agreement between You and Hitachi with respect to this engagement, and supersedes all prior and contemporaneous statements, understanding, negotiations, proposals, initial statements of work and discussions, whether oral or written, with respect to this engagement. Any change to any provision of this Agreement must be in a writing signed by authorised representatives of both parties. No waiver of any right or remedy will be implied by failure to enforce such right or remedy and no express waiver will effect any rights or remedies other than that to which the waiver is applicable and only for that occurrence. If any term of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision, and such remaining terms and conditions will remain in full force and effect.

Hitachi Vantara Confidential – Authorized Use Only

3e.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Wes Ratterree **DEPT.** Information Technology

SUBJECT: WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES

REQUEST: Approval to establish a contract for Wireless and Telecommunications Consulting Services from 1020 Digital, LLC DBA CNX, 312 S. Fourth St., Ste. 700, Louisville, KY 40202. Solicitation #17-P045R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Information Technology	x	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item * $147,812.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: * cost will be paid from revenues earned on 70% to 30% ratio until the contracted amount above is paid. Thereafter, the City will be paid 70% of revenues earned with the contractor keeping 30%.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Score-Sheet

Wireless & Telecommunications Consulting Services RFP

Solicitation #17-P045R
December 4, 2017

Firm	Scores of Scorers						Total Score
Gunnerson Consulting & Communication	30	30	15	70	47		192
CNX	85	95	100	85	93		458
Magellan Advisors	80	70	80	85	67		382
Charter Associates / DAS Advisors	40	30	35	65	35		205
Vantage Point Solution	70	70	85	75	65		365

Buyer Date

Witness Date

Ranking-Sheet

Wireless & Telecommunications Consulting Services RFP

Solicitation #: 17-P045R

January 17, 2018

Firm	Rankings of Scorers					Total
CNX	1	1	1	1	1	5
Magellan Advisors	2	2	2	2	2	10

Buyer Date

Witness Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND 1020 DIGITAL, LLC DBA CNX FOR WIRELESS AND TELECOMMUNICATIONS CONSULTING SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20____ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and 1020 Digital, LLC DBA CNX (hereinafter referred to as the "Contractor").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Wireless and Telecommunications Consulting Services in accordance with Solicitation 17-P045R. All attachments and exhibits, including Exhibits A, B, C, and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #17-P045R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal & Cost Proposal

1. The Contractor shall diligently and in a professional and timely manner perform the services as described and set forth in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the services pertaining to this Agreement.

2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement, carries the requisite insurance policies as set forth in Exhibit C, and is competent and able to provide professional and high quality services to the City in accordance with this Agreement.

3. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and in accordance with the pricing for such work as shown in Exhibit D. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. The Contractor agrees to send any and all reports of work done by the Contractor to the City on a regular basis and to the agreed upon City Representative.

§2. CONTRACT TERM

The initial term of the Agreement shall be for five (5) years (Initial Term). This agreement shall automatically renew thereafter for two (2) additional, three (3) year periods (Extension Term) unless either Party provides written notice of termination to the other Party at least ninety (90) days prior to the end of the Initial Term or the then in effect Extension Term. Parties may extend this Agreement for further terms by written agreement.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)' Proposal Response and Cost Proposal, Exhibits A, B, and D (page 25, 3.2.2, c. Commence Phase 3). Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

A. The Contractor hereby represents and acknowledges that it is a licensed, bonded contractor capable of performing the work hereunder.

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

A. If any Subcontractor shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended Subcontractors, the Subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested by the City.

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City's Director of Procurement.

C. The Contractor shall be responsible for all services performed by a Subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing and insurance regulations.

D. If at any time the City's Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

E. Nothing contained in any contract resulting from this Agreement shall create any contractual relationship between any Subcontractor and the City of Charleston.

§6. INDEMNIFICATION

Except for expenses or liabilities incurred by the Contractor arising from the negligence of the City, the Contractor hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are set forth in Exhibit C.

§8. GRATUITIES AND KICKBACKS

Gratuities. It shall be unethical and a violation of this Agreement by the Contractor for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or bid therefore.

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor, or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. Notwithstanding the foregoing, for any agreement for City asset use entered into pursuant to this Agreement prior to a termination for convenience, the Contractor shall be entitled to collect the applicable percentages due in the Contractor(s)' Proposal Response and Cost Proposal, page 25, 3.2.2, c. Commence Phase 3, for the expected durations (i.e. original term plus any extension) of said agreements for City asset use. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

§10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

All notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:
City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

To:
1020 Digital, LLC DBA CNX
Matthew Steadman
President
312 S. Fourth Street, Suite 700
Louisville, KY 40202

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

§12. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City's Procurement Director shall make all change orders to this Agreement in writing. The City shall ***not*** be bound by any change in this Agreement unless approved in writing by the Procurement Director.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.

§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

Except as otherwise provided, contract prices shall include all applicable state and local taxes.

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

The Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of the Contractor's failure to pay any tax of any type due in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: 2/15/18

_____
Matthew Steadman
President
Date: 2/15/18

_____
Name

Date: 2/15/18

EXHIBIT A

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 17-P045R	**Proposals will be received until:** November 3, 2017 @ 12:00pm
Proposal Title: Wireless and Telecommunications Consulting Services	
Mailing Date: October 13, 2017	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Wireless and Telecommunications Consulting Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin Barrett Robinson no later than 12:00pm (noon) on October 23, 2017**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

   A "No Proposal" qualifies as a response; however, it is the responsibility of the Vendor to notify the Procurement Office if you receive solicitations that do not apply. Failure to respond to three (3) solicitations during the calendar year may result in removal from Vendor's List.

   All pages that require a Signature shall be included with the bid. Failure to include these required pages may result in the bid being deemed Non-Responsive.

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 to – 165 (2007 & Supp. 2015). See paragraph 45 for more details. The City reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

3. Proposals must be made in the official name of the individual, firm, company, partnership, corporation, joint venture or other legal entity under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the legal entity submitting the proposal.

4. Bids should be typewritten or computer-generated; however, if this is not possible, the hand writing **must be legible**. A Bid shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.

5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

6. Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's

internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straight forward, concise description of Offeror's ability to satisfy the requirements of the Solicitation.

9. All Addendum and Award Notices will be posted on our website: www.charleston-sc.gov, then click on the Bidline link.

10. The terms and conditions in this Solicitation shall prevail unless otherwise modified by the City of Charleston in an Addendum to this Solicitation. The City of Charleston reserves the right to reject, in whole or in part, any proposal which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Offeror of the conditions contained in this Solicitation, unless clearly and specifically noted in the proposal submitted and confirmed in any resulting contract between the City of Charleston and the Offeror selected.

11. No substitutions shall be considered after the contract award except by Amendment.

12. The City seeks qualified vendors to be responsible for completion of the work described herein and the City reserves the option to award portions of the project to multiple Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

13. All proposals should be complete and carefully worded and shall convey all of the information requested by the City. If errors or exceptions are found in a proposal, or if the proposal fails to conform to the requirements of the Solicitation, the City shall be the sole judge as to whether that variance is significant enough to reject the proposal.

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services.

15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

16. GRATUITIES AND KICKBACKS
    A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for

ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

A) The Offeror has read and understands this Solicitation (including all Specifications and Attachments) and that its Proposal is made in accordance therewith.

B) The Offeror has reviewed the Solicitation and has become familiar with the local conditions under which the Scope of Work is to be performed. The failure or omission of an Offeror to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this proposal or any resulting contract.

C) The Proposal is based on the terms, materials, services and obligations required by this Solicitation, without exception.

D) The Offeror is qualified to provide the services and equipment required under this Solicitation and, if awarded the contract, shall do so in a professional, timely manner using successful Offeror's best skills and attention.

E) The Offeror is guaranteeing that all goods and services will meet the requirements of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT

It is the intent and purpose of the City of Charleston that this Solicitation permits competition. It shall be each Offeror's responsibility to advise the City if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits the satisfaction of the specifications stated in this Solicitation to a single source. Such notification must be submitted in writing, and must be received by the City of Charleston Procurement Division no later than the last date for written questions. Any such notification shall be reviewed by the City's Procurement Director.

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the

Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston's best interest, to request additional information or clarification from Offerors, or to allow corrections of errors or omissions.

21. AWARD OF CONTRACT

A) Award of contract shall be made to the most responsive and responsible Offeror(s) whose Proposal, conforming to the Solicitation, is most advantageous to the City of Charleston, price and other factors considered.

B) The City of Charleston may, when in the best interest of the City, reject any or all Proposals or waive technicalities or informalities in any Proposals received.

C) The City of Charleston shall be the sole judge of the suitability of the items or services to be provided pursuant to this Solicitation.

D) The City may choose to award to more than one vendor if it is in the best interest of the City.

E) Final approval may rest with members of the City Council for the City of Charleston.

F) All things considered equal, a tie proposal will be resolved by the flip of a coin.

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and

City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

26. MODIFICATION
The City's Director of Procurement shall have the unilateral right to modify any contract resulting from this Solicitation, within the general scope of work, when said modification is in the best interest of the City. The right to issue change orders is not dependent upon the consent of the successful Offeror(s). At the direction of the Director of Procurement the successful Offeror is obligated to perform the revised contract. Contract fees or prices shall be equitably adjusted where an issued change order so demands. No claim by the successful Offeror(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Offeror is an independent contractor and shall not be deemed the agent or employee of the City of Charleston for any purpose whatsoever.

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION
Except for expenses or liabilities arising from the negligence of the City, the Contractor who enters into a contract with the City of Charleston as a result of this Solicitation (the "Contractor") hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this contract as follows:

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default

of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

30. OFFEROR'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Offeror's ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror's ability to provide said services. We reserve the right to investigate the qualifications of any respondent under consideration, require confirmations of information furnished, and require additional evidence of qualifications to perform the work described in this Solicitation, contact references, and request an audited financial statement in order to determine a potential contractor's capabilities.

31. ASSIGNMENT

The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.

32. SUBCONTACTORS

A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

B) The Contractor(s) shall not substitute other subcontractors without the written consent of the City's Director of Procurement.

C) Contractor(s) shall be responsible for all services performed by a subcontractor. Responsibilities include, but are not limited to, compliance with any applicable licensing regulations.

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

E) Nothing contained in any contract resulting from this Solicitation shall create any contractual relationship between any subcontractor and the City of Charleston.

33. SUSPENSION OF WORK

The City may order the Contractor in writing to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City of Charleston, or for noncompliance with the contract requirements.

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with thirty (30) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

B) For Default: If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor within thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

B) By signing its proposal, the successful Offeror(s) shall be deemed to have represented that its staff is knowledgeable about and experienced in performing the work required in this Solicitation and warrants that it shall use best skill and attention to provide the above described work in a professional, timely manner.

C) The City may, in writing, require the Contractor(s) to remove from the work any employee the City deems incompetent, careless or otherwise objectionable.

36. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or

regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

37. PERMITS AND LICENSES

A) The Contractor(s) shall, without additional expense to the City of Charleston, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction.

B) Contractors and subcontractors are responsible at all times for obtaining applicable work permits and licenses of any kind.

38. DISPUTES

Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.

39. STATE AND LOCAL TAXES

A) Except as otherwise provided, contract prices shall *include* all applicable state and local taxes.

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

40. INCORPORATION BY REFERENCE

The contents of this Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Contractor's Proposal Response Form and Pricing List, and affidavits shall become part of the contract for this Project.

41. PRIME CONTRACTOR RESPONSIBILITIES

The contractor shall be required to assume sole responsibility for the complete effort as required by this Solicitation. The City shall consider the contractor to be the sole point of contact with regard to contractual matters.

42. OWNERSHIP OF MATERIAL
Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.

43. DRUG-FREE WORKPLACE
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston requires compliance with the South Carolina Drug Free Workplace Act. By submission of a signed proposal, you are certifying that you shall comply with this Act. See S.C. Code Section 44-107-30.

44. FUNDING
Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION
For every document Offeror submits in response to or with regard to this Solicitation that is confidential or protected from disclosure, Offeror must separately mark with the word "CONFIDENTIAL" or "PROTECTED" on every page, or portion thereof. By so designating Offeror contends the information is exempt from public disclosure pursuant to the South Carolina Freedom of Information Act, S.C. Code Ann. §§ 30-4-10 through 4-165 (2007 & Supp. 2015) or other relevant law. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by the South Carolina Trade Secrets Act, S.C. Code Ann. §39-8-10, et seq. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or otherwise protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED," (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, may be subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED." By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury,

including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED."

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.

47. COST
Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.

49. PAYMENT FOR GOODS & SERVICES
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

50. DISCUSSION/NEGOTIATION:
By submission of a proposal, an Offeror agrees that during the period following issuance of a proposal and prior to final award of contract, the Offeror shall not discuss this Procurement with any party except members of the City's Procurement Division or other parties specifically designated in this solicitation.

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT
In case of default by the Contractor, the City reserves the right to purchase any or all items in default in the open market, charging the Contractor with any excessive costs. Should such charge be assessed, no subsequent response will be accepted from the defaulting Contractor until the assessed charge has been satisfied.

53. FORCE MAJURE
The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of

the Governments in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

54. EXCEPTIONS AND DEVIATIONS
Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Offeror will be held accountable. Deviations must be explained by accompanied documentation identifying and justifying all exceptions and deviations. Unidentified deviations found during the evaluation of the response may be cause for rejection.

55. PROMPT PAYMENT DISCOUNT TERMS
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.

56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

57. ARBITRATION
Under no circumstances and with no exception will the City of Charleston act as Arbitrator between the Contractor and any Sub-Contractor.

58. GUARANTEE AND WARRANTIES
The Offeror shall state his normal warranty and any extended warranties where available. Excluding any manufacturer's warranties and in addition to other warranties as provided by law or herein, all labor and materials are warranted to be free from defects for a minimum period of twenty-four (24) months after the date of final payment by the City.

59. PUBLICITY RELEASES
Contractor agrees not to refer to any award of a contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the user.

60. AMENDMENTS
All questions and written responses, interpretations, corrections or changes to the RFP will be made by Addendum. Addenda will be mailed or otherwise delivered to all Offerors who have notified the City Procurement Division of receipt of the proposal.

61. WITHDRAWALS
Proposals may be withdrawn by written request received from the Offeror prior to the time set for opening of Proposals, but not thereafter.

62. AFFIRMATIVE ACTION
The successful Offeror will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.

63. WAIVER
The City reserves the right to waive any Instruction to Offerors, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

64. RESPONSE PERIOD
All responses shall be good for a minimum period of ninety (90) calendar days.

65. TERM
The initial term of the Agreement shall be for three years. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed two (2) additional one (1) year periods.

NO PROPOSAL RESPONSE FORM

Proposal Number: 17-P045R	**Proposals will be received until:**
Proposal Title: Wireless and Telecommunications Consulting Services	
Mailing Date:	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

To submit a **"No Proposal"** response for this project, this form must be completed for your company to remain on our Offeror's list for commodities/services referenced. If you do not respond, your name may be removed from the Offeror's list.

Please check statement(s) applicable to your **"No Proposal"** response

- ☐ Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).
- ☐ Specifications are ambiguous (explain below).
- ☐ We are unable to meet specifications.
- ☐ Insufficient time to respond to the solicitation.
- ☐ Our schedule would not permit us to perform.
- ☐ We are unable to meet bond requirements.
- ☐ We are unable to meet insurance requirements.
- ☐ We do not offer this product or service.
- ☐ Remove us from your vendor list for this commodity/service.
- ☐ Other (specify below).

Comments: _____

_____

_____

Proposal Number: 17-P045R	**Proposals will be received until:**
Proposal Title: Wireless and Telecommunications Consulting Services	
Mailing Date:	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email	Telephone Number/Toll Free Also (If Available)
Remittance Address	Fax Number
City, State, Zip	Date
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☐ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

□ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

□ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

□ **Affidavit C –** ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	
Witness	

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____

Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name: _____
Phone Number: _____
Address: _____
_____

Notary Seal:

GENERAL INFORMATION

The City of Charleston (hereinafter referred to as the "City") is requesting proposals to establish a contract for Wireless and Telecommunications Consulting and Planning Services.

Proposed Need
The City is soliciting a Consultant to provide, on the City's behalf, expertise related to wireless and telecommunications development, deployment, coverage, and lease opportunities citywide. The City is looking for a Consultant with expertise evaluating coverage needs, wireless provider lease practices, lease negotiation, and execution, demand use needs to ensure effective coverage for wireless communications, and a robust technical plan to meet the needs of the growing City population and development.

PROCUREMENT PROCESS

The RFP *(Request for Proposal)* is **not a bid**. In the event the City elects to negotiate a contract with the successful Vendor, any contract shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent RFP, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 12:00 pm on October 23, 2017.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

NON-ENDORSEMENT

If a Proposal is accepted, the successful Offeror shall not issue any news releases or other statements pertaining to the award or servicing of the agreement that state or imply the City's endorsement of the successful Offeror's product or services.

PROPRIETARY INFORMATION

If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words "Proprietary Information" or "Confidential" on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.

UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

Vendor shall be responsible for the performance of the services required by the contract. Vendor is an independent contractor and does not act as the City's agent or employee.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City
- The Offeror is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

CONTRACT NEGOTIATIONS

The City will rank, based upon the evaluation criteria, all responsible and responsive Vendors. The City will begin negotiations with the top ranked Vendors and will continue with negotiation down the ranking until a satisfactory contract with the City is finalized, if any. The terms and conditions of the contract will be no less advantageous than the provisions of this RFP or the Vendor's proposal. The City reserves the right to make a partial award or to split the award at its sole discretion.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS

Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.

PROPOSAL PREPARATION

All proposals should be complete and carefully worded and must convey all the information requested by the City of Charleston. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City, and the City alone, will be the judge as to whether that variance is significant enough to require rejection of the proposal.

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(November 3, 2017 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and five (5) Bound copies of the Proposal are required for submission, plus one (1) electronic copy (CD or flash drive).** Only original documents

will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

To assure similarity in proposal presentation and allow the evaluation team to easily compare competing proposals, Offerors shall include, in the order described, the material indicated below. It is not the intent of the City to constrain Offerors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to Evaluation and Selection Committee review. Offerors may include additional sections or appendices if desired, to present additional pertinent information. Offerors should submit information in a concise and responsive manner for every requirement and every question. Non-responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate the software that best fits the needs of the City.

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

PROPOSAL FORMAT

Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror's capability to satisfy the requirements of this RFP. All copies shall be bound in a single volume (***single sided only***) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All bids should be clearly marked **"17-P045R Wireless and Telecommunications Consulting Services"** and **submitted in a sealed envelope.**
b) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
c) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on November 3, 2017. Late proposals will not be accepted for any reason.**
d) **No more than one bid may be submitted by any Vendor**.
e) The bid must be signed by an official authorized to contractually bind the Vendor.
f) All forms from this solicitation requiring signature must be included in the bid.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the proposed project team.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- **Experience and Qualifications of firm and designated project management staff and other key personnel**
- **Methodology / Project Approach**
- **Responsiveness to the Request for Proposals**
- **Proposal Pricing**

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Scope of Work

The work contemplated under this RFP includes cellular communications, data coverage, Wi-Fi opportunities, network design and infrastructure (fiber), and related technologies (collectively referred to as "Networks"). Proposals should include plans to document a detailed scope for each Task and the process to achieve the desired results.

Tasks

1. Evaluate current and potential wireless and fiber infrastructure requirements to support cellular communications, Wi-Fi communications, fiber distribution and future technologies.

2. Review available City-owned assets and infrastructure to support carrier networks.

3. Develop proposed aesthetic threshold levels for equipment that would be used in the proposed strategy.

4. Provide guidelines for reviewing carrier and network proposals for equipment placement.

5. Provide input on potential ordinance requirements and changes to facilitate appropriate cellular and fiber installations.

6. Develop an implementation strategy with cost estimates to maintain and expend capabilities.

7. Evaluate and propose potential alternative technologies/options and highlight strengths and weaknesses.

8. Develop Master Plan for Managing Cellular, Wi-Fi and Fiber Deployment.

Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   ____ Yes ____ No

2. Did you sign the Certificate of Familiarity form?
   ____ Yes ____ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   ____ Yes ____ No

4. Did you sign the applicable Affidavit?
   ____ Yes ____ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   ____ Yes ____ No

6. Did you complete and include all pricing sheets?
   ____ Yes ____ No

7. Did you include the required references?
   ____ Yes ____ No

8. Did you provide a copy of insurance and all other documentation requested?
   ____ Yes ____ No

9. Did you include and sign any addenda?
   ____ Yes ____ No

10. Did you double check to make sure you have included everything that is requested?
    ____ Yes ____ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

EXHIBIT B

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: October 27, 2017

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 17-P045R – Wireless and Telecommunications Consulting Services RFP

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 What is the City's estimated cost of this project?

A-1 That information is not available.

Q-2 Has funding been allocated? If so, through which source (budget, CIP, state/federal grant, etc.)?

A-2 City budget.

Q-3 How does the City currently support cellular and Wi-Fi communications?

A-3 Managed by the City's Department of Information Technology.

Q-4 Does the City anticipate issuing a subsequent RFP for any network upgrades or replacements?

A-4 No.

Q-5 When does the City desire to have the Master Plan developed by?

A-5 Timeline has not yet been established, but development of the Master Plan to facilitate and manage carrier/provider installations and deployment of communications resources is a priority.

Q-6 Does the City have all 'available' assets in digital form (.shp or .kmz file formats)?

A-6 That information is not available.

Q-7 If so, will they share that information to the awardee?

A-7 That information is not available.

Q-8 Does the City have existing guidelines for aesthetics that are available online? If so, can you provide that information?

A-8 That information will be provided to the awardee at the appropriate time.

Q-9 Does the City have existing procedures for non-telecom equipment placement that will be available prior to submission (as a reference)?

A-9 That information is not available.

Q-10 Are existing ordinances online up-to-date or are there pending recommendations being discussed internally?

A-10 Updates and changes are anticipated for City ordinances with assistance and input from the awardee as part of the consulting services.

Q-11 Is the focus on the historic core for alternative options or citywide?

A-11 Citywide, but with initial/primary focus on peninsula ("historic core").

Q-12 Are there two separate sections, historic core and citywide, for the Master Plan or just one overall Plan submission?

A-12 Anticipate one overall Master Plan, but expect there will be subsections that have to address specific areas.

Q-13 Does the City of Charleston have a proposed result for how far they're looking to maintain and expend capabilities?

A-13 That information is not available.

Q-14 What are the current capabilities and use cases for the existing infrastructure?

A-14 The existing infrastructure is primarily for City operations only, with some separate publicly accessible resources (Wi-Fi) in City facilities, parks and public spaces. The primary goal for these consulting services is for the awardee to assist the City with planning for, coordinating and managing other provider/carrier communications infrastructure and service implementations within City limits. However, future expansion of and addition to existing City infrastructure for other uses is possible and will be evaluated.

Q-15 Could you please provide a detailed Visio diagram of the network including all fiber, copper, site-to-site connectivity, fiber connection types, routing, Ethernet switching, and Wi-Fi?

A-15 That information is not available.

Q-16 How does the cellular network tie into the LAN and WLAN network today?

A-16 Not applicable. Please see A-14.

Q-17 Is the City connecting their cellular devices to the network for inbound and outbound calling?

A-17 Not applicable. Please see A-14.

Q-18 Is the City planning on converging cellular and Wi-Fi voice traffic?

A-18 Not applicable. Please see A-14.

Q-19 Could we schedule a site visit to look at the current infrastructure condition and capabilities? We can be flexible as to when and where this would take place.

A-19 Not applicable. Please see A-14.

Q-20 Would the City of Charleston consider a SIP based Hosted VoIP solution/platform with mobile phone apps for these capabilities that can be offered by us, the vendor?

A-20 Not applicable. Please see A-14.

Q-21 Does the City of Charleston currently have a contractor working on this scope of work, or projects of similar scope?

A-21 No.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____ _____

Signature of Acknowledgement Date

_____

Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $20,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and

(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

EXHIBIT D

CNX

RFP #17-P045R - Wireless and Telecommunications Consulting Services

Prepared for:

City of Charleston, SC

Procurement Division
75 Calhoun St., Suite 3500
Charleston, SC 29401

November 2017

Prepared by:

CNX

312 S. Fourth St., Ste. 700
Louisville, KY 40202
www.cnx.io

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CNX

SUBMITTED via
Federal Express

November 3, 2017

Mrs. Robin Barrett Robinson
City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

RE: RFP #17- P045R – Wireless and Telecommunications Consulting Services

Dear Mrs. Robinson:

On behalf of 1020 Digital, LLC dba CNX, it is a privilege to submit the following proposal for your consideration. CNX is uniquely qualified and incredibly excited to assist the City of Charleston (the "City") in identifying Smart City Strategies to implement over the next decade. CNX submits this letter to affirm that our organization has read, understands, and is fully willing to comply with the scope of services and other terms and conditions associated with the Request for Proposal for Wireless and Telecommunications Consulting Services (#17-P045R) (the "RFP").

Like many communities, the City faces significant challenges from the many telecommunications forces confronting South Carolina. CNX has an experienced staff that is eager to partner and help the City of Charleston study, plan, optimize, market, lease and manage its assets.

CNX is uniquely positioned to help the City develop the strategies to best manage today's new wireless broadband environment while also developing new sources of lease revenue for municipal budgets. Talent, commitment, and results, are qualities that have allowed our company to gain the trust of cities nationwide.

As discussed, we have enclosed the RFP response with required exhibits outlining the scope of services for your consideration. Hunter Stuart, Market Director, will serve as our primary contact for communications regarding the proposal and further discussions. Hunter can be reached by phone at (615) 594-8711 or by email at fhs@cnx.io.

We appreciate the opportunity to present the following proposal for your review and are ready to work together on this critically important initiative. Please do not hesitate to contact us if you have any questions or need additional information.

Sincerely,
CNX

Matthew Steadman
President

312 S Fourth St. Suite 700, Louisville, KY 40202 866.881.9425 info@cnx.io

1. PROPOSAL CERTIFICATION

Response Instructions: *An officer empowered by the firm to sign such material and thereby commit the firm to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter a binding contract.*

Official Authorization

I certify that the undersigned is authorized to submit bids/quotations on behalf of 1020 Digital, LLC dba CNX. The information provided about CNX's ability to perform the goods and/or services outlined in this solicitation document is true and accurate. I understand that our product and/or service offerings must be in compliance with all requirements of this solicitation document and will remain valid for ninety (90) days from the date of submission.

Sincerely,
CNX

Matthew Steadman
President

Signed Document submitted with contact information below.

2. COMPANY INFORMATION

Response Instructions: *Describe the firm and provide a statement of the firm's qualifications for providing the scope of services.*

Table 2.1 | Company Contact Information

Authorized Principal:	Matthew Steadman, President
Legal Name:	1020 Digital, LLC (Delaware)
dba:	CNX
Address:	312 S. Fourth Street, Suite 700 Louisville, KY 40202
Telephone:	+1 (267) 250-4639
Fax:	+1 (866) 579-0796
Website:	www.cnx.io
Email:	mts@cnx.io
Years in Business:	15 Years (performing services related to RFP)

CNX is the designated name of 1020 Digital, LLC, a Delaware Limited Liability Company, and was created to help cities develop comprehensive broadband master plans that generate new

government revenue through marketing of municipal assets and modernization of fee schedules. CNX does this through public-private partnerships between municipalities and broadband providers that collectively accelerates broadband expansion for businesses, residents and visitors, while also providing additional Smart City benefits for client cities.

CNX is headquartered in Louisville, Kentucky and maintains offices in Tennessee, Nevada, Colorado, Missouri, Kansas and California. CNX is a comprehensive broadband and telecommunications advisory and development firm that assists municipalities in unlocking the value of their assets for broadband network expansion and Smart City implementation platforms. CNX, is the commercial spinoff (2011) of Connected Nation ("CN"), an internationally recognized non-profit that has raised more than $100 million with 100+ staff over the last 15 years to help lead broadband expansion efforts across the United States.

Starting with our experienced personnel, mapping analysis and strategic partnerships, our goal is to define, prepare, plan and execute a Smart City strategy and collaborative approach to meet the City's needs today and tomorrow. Our mutual goals align to generate broadband investment in the City, and generate additional revenue streams to further fund the deployment of Smart City strategies needed to meet the demands of a growing City population.

2.1. Qualifications and Experience

Response Instructions: *Provide a summary of the firm's qualifications and experience. Provide reference details for related projects, including dates, contact person, phone number, email, and a brief description of the scope of work.*

Over the last several years, CNX has won or secured competitive contracts with cities, counties and states of all sizes including Columbus, OH, Nashville, TN, Warren County, KY, Clark County, NV, Chattanooga, TN, Knoxville, TN and the States of Ohio and Michigan. Our government customers trust us to develop strategic plans that develop, optimize, and market their assets to broadband providers and establish an infrastructure foundation for Smart City connectivity. The list below shows the wealth of staff experience with aggregating community input, municipal broadband and wireless master planning, mobile wireless site selection and management, and optimizing the revenue generating potential of city-owned assets.

- **City of Columbus, Ohio** (2013 – current) – retained to develop and implement a city-wide broadband strategy and fiber network expansion initiative revolving around four pillars of economic development, public safety, digital literacy and government services. Project includes the **brokered use of the city's 600-mile fiber network by public entities and commercial carriers**. CNX was recognized by Mayor Michael Coleman as instrumental in the city's selection as 2015 Intelligent Community of the Year, an international award presented by the Intelligent Community Forum.
- **Metro Nashville** (2014 – current) – selected as lead contractor to create and implement Metro's broadband strategic plan focused on **mobile broadband expansion and asset management** initiatives that incorporate Smart City planning.
- **Warren County (KY) Broadband Plan and Project Management** (2012 – current) focused on **comprehensive strategic plan** development and implementation with extensive community engagement, data gathering/analysis/mapping, training and public-private partnership building for wired and wireless connectivity. CNX completed a feasibility study for a county-wide FTTP network.

- **Clark County, NV** (2016 – current) – retained to **create a wireless master plan** for Clark County, Nevada including a subsection exclusively designed for "the Resort Areas" within the County jurisdiction. Given the increasing demands for a wireless small cell siting application solution, Clark County contracted with CNX to create a wireless master plan with coverage overlays, Platform integration, ordinance review and recommendations, design standard review and recommendations, and best practices review and recommendations to meet the future market demands for densification of wireless network coverage within the County.
- **Chattanooga, TN** (2016 – 2017) – contracted to assist the city and its counsel focused on **wireless broadband expansion, asset management and telecommunication ordinance review.**

We recommend reaching out to the references listed in Section 2.2. Also, CNX strategic partners and key personnel assigned to the Project are referenced in Section 2.4.

2.2. References

Response Instructions: *Provide client reference information, including contact details and brief SOW description.*

2.2.1. Experience #1 - Columbus, OH

GENERAL INFORMATION	
Client Name:	City of Columbus, OH
Address:	1111 East Broad Street
City, State, Zip Code:	Columbus, OH 43205
CNX Project Manager:	Michael Shafer
Telephone Number:	(816) 305-9731
E-mail:	ems@cnx.io
EXPERIENCE DETAILS	
Project Scope of Services/Goals:	The Project Scope includes (but not limited to) the following: • Integration of all municipal assets into mapping platform • Interviews with multiple departments • Cost benefit analysis & market survey • Creation of asset marketing & sales plans • Comprehensive review of city, state and federal policies regarding lease of municipal assets • Creation and facilitation of master asset lease agreements • Negotiation of agreements for open-access, carrier-neutral telecommunications services

	• Creation of billing structure for non-city customers • Assign SME to task • Ongoing consultation
Contract Award Date: *Completion Date:*	• August 2013 – Ongoing • Ongoing
Initial Contract Amount: *Final Contract Amount:*	• Ongoing revenue share commission agreement for City asset leasing and management (in lieu of hourly consulting agreement) • Ongoing
What was the cost/financing structure of the contract?	• Revenue share agreement for City asset leasing and management services. Consultation for public asset integration into the mapping platform was included in the revenue share negotiations.
Describe how the client's goals were met.	The City of Columbus partnered with CNX to effectively implement a comprehensive connectivity strategy that will positively impact economic development, digital inclusion, public safety, health and welfare, and improve the delivery of municipal services: • Asset aggregation and analysis • Fiber network rate structure • Fiber to the subscriber (FTTX) marketing • Regulatory compliance • Creation of new revenue stream w/ revenue share • Strategic expansion of Smart City infrastructure • 63 current clients leasing >75 strand miles of fiber
Did the client implement your recommendations?	The City of Columbus selected CNX to market its current and future assets to accelerate advanced connectivity by collaborating with public sector partners as well as non-profits and commercial carriers: • CNX engaged to market, lease and manage City assets. • CNX was then consulted to comprehensively assess the current state of technology infrastructure within the city as a first step towards establishing a Smart City fiber network rate structure and marketing plan. • The assessment included all current providers and types of telecommunications services available, public and private, as well as the infrastructure and

	platforms associated with the provisioning of these services. • The assessment included potential for expanded services based on this existing infrastructure. Finally, where gaps are identified based on data gathering and interviews with key local stakeholders and technology user groups, CNX engineers and analysts recommended paths forward to most effectively leverage current and future infrastructure to address these needs and enhance economic development opportunities and connectivity for businesses, residents and public agencies, which the City implemented as recommended. • Currently, plans are being drafted to fund lateral fiber installations to additional strategic City data center locations with 3rd party providers negotiating access terms and conditions. • The CNX Platform was pivotal to effectively combine all departmental fiber management into one department after our asset compilation. The Public Works and Traffic departments were unintentionally duplicating fiber maintenance and construction responsibilities prior to the engagement with CNX and it helped identify numerous departmental overlaps within its fiber inventory management.
CITY CONTACT INFORMATION	
Contact Name:	Sam Orth
Contact Role (at time of project):	Director, Information Technology Department
Contact Phone (including area code):	(614) 645-2550
Contact Email Address:	HSOrth@columbus.gov
Contact Address:	1111 E. Broad St., Columbus, OH 43205

2.2.2. Experience #2 - Nashville, TN

GENERAL INFORMATION	
Client Name:	City of Nashville, TN
Address:	700 2nd Avenue S., Suite 301
City, State, Zip Code:	Nashville, TN 37219-6300
CNX Project Manager:	Hunter Stuart

Telephone Number:	(615) 594-8711
E-mail:	fhs@cnx.io
	EXPERIENCE DETAILS
Project Scope of Services/Goals:	The Project Scope includes (but not limited to) the following: • Current telecom ordinance assessment & legal review • Telecom Application Review & platform integration • City asset management and valuation strategies • Legal review, management and regulatory compliance to lease attachments for City assets • Rights of Way utilization & management strategies • Deliver and design regulatory training for Metro staff • Owner's engineer for small cell application review • Design, implement and manage small cell standards program • Provide a strategy for LED streetlight replacement and small cell integration
Contract Award Date: *Completion Date:*	• December 2015 – • Ongoing
Initial Contract Amount: *Final Contract Amount:*	• Ongoing Consulting Fee Agreement • Ongoing with a Cap @ $1.5M (extensions available)
What was the cost/financing structure of the contract?	• Consulting Fee Agreement (hourly rate) with provisions for scope of work and extension amendments
Describe how the client's goals were met.	The City of Nashville has partnered with CNX to advise the City on best practice management of the growing influx of small cell and macro tower permitting requests being received in the city, including potential use of City ROW assets, regulatory compliance, Smart City infrastructure assessments, application review services and Platform integration. The ongoing engagement includes: • Platform asset aggregation and analysis • Cost savings through application review implementation

	• Telecom ordinance and policy modernization • Smart City connectivity (wired and wireless) recommendations • Regulatory review
Did the client implement your recommendations?	The City of Nashville, led by its Technology and Telecommunications Organization, recognized the need for a comprehensive plan to address the public and private need for expanded telecommunication consulting, given the influx of small cell applications. The City has favorably reviewed the following CNX recommendations: • Legal review of existing telecom ordinance changes • Asset aggregation and implementation of assets in the Platform • Organization and valuation of ROW, rooftop and tower assets • Federal telecommunications regulations analysis into the permit review analysis • ROW management guidelines • Coordination of Planning and Public Works departments to implement a Smart Dig program by which each horizontal capital public project in the city, whether water, sewer, or electric, is considered for the inclusion of fiber conduit
CITY CONTACT INFORMATION	
Contact Name:	Keith Durbin
Contact Role (at time of project):	CIO
Contact Phone (including area code):	(615) 862-6300
Contact Email Address:	Keith.Durbin@nashville.gov
Contact Address:	700 2nd Avenue S., Suite 301, Nashville, TN 37219-6300

2.2.3. Experience #3 - Warren County, KY

GENERAL INFORMATION	
Client Name:	Warren County, KY
Address:	429 East 10th Street
City, State, Zip Code:	Bowling Green, KY 42101
CNX Project Manager:	Shannon Morgan

Telephone Number:	(270) 320-2389
E-mail:	rsm@cnx.io
EXPERIENCE DETAILS	
Project Scope of Services/Goals:	The Project Scope includes (but not limited to) the following: • Audit of current technology infrastructures in the county • A GIS-enabled map of the infrastructure • An assessment of federal, state, and local public policy • Feasibility study for 100% broadband coverage and enhanced adoption
Contract Award Date: *Completion Date:*	• August 2012 – • Ongoing
Initial Contract Amount: *Final Contract Amount:*	• Consulting Fee Agreement (hourly) – initial fee: $48,900 • Ongoing hourly agreement
What was the cost/financing structure of the contract?	• Consulting Fee Agreement (hourly rate) with provisions for scope of work and extension amendments
Describe how the client's goals were met.	In 2012, local leaders in Warren County wanted to future-proof their local connectivity and improve broadband speeds. Consistent with their desire to compete in the digital economy, the County announced a set of goals to ensure every household and business has access to high speed Internet broadband and that broadband-based technologies are being used for the greatest impact and benefit: • Engineering team conducted an audit of current infrastructures and strategic assets • Local data visualization and interactive analytics map launched • Engaged with key stakeholder groups to define needs and goals • Developed and shared community plan outline of assessment and recommendations with community planning team for feedback • Completed feasibility study for a county-wide FTTP network that augmented existing assets

	• Developed strategic plan and finalized report • Brokerage of public assets for use in private broadband network expansion
Did the client implement your recommendations?	To achieve its goal of 100% broadband coverage, Warren County contracted with CNX to provide the tools and information necessary to enable full and meaningful broadband deployment to every household and business in the county and to assess other opportunities for leveraging broadband assets for long-term needs, implementing the following: • CNX led in organizing and engaging with key Warren County leaders, influencers, and community stakeholders to drive success in managing Warren County's Community Broadband Planning Project. • CNX engineers conducted field surveys and desk audits to validate technical data provided. • CNX analysts conducted detailed interviews and surveys with local Community Anchor Institutions and sector leaders and then compiled and packaged these results along with strategic recommendations into a final report to the community's governmental leadership.
COUNTY CONTACT INFORMATION	
Contact Name:	Michael Buchanon
Contact Role (at time of project):	Judge Executive
Contact Phone (including area code):	(270) 843-4146
Contact Email Address:	Mike.Buchanon@ky.gov
Contact Address:	429 East 10th Street, Bowling Green, KY 42101

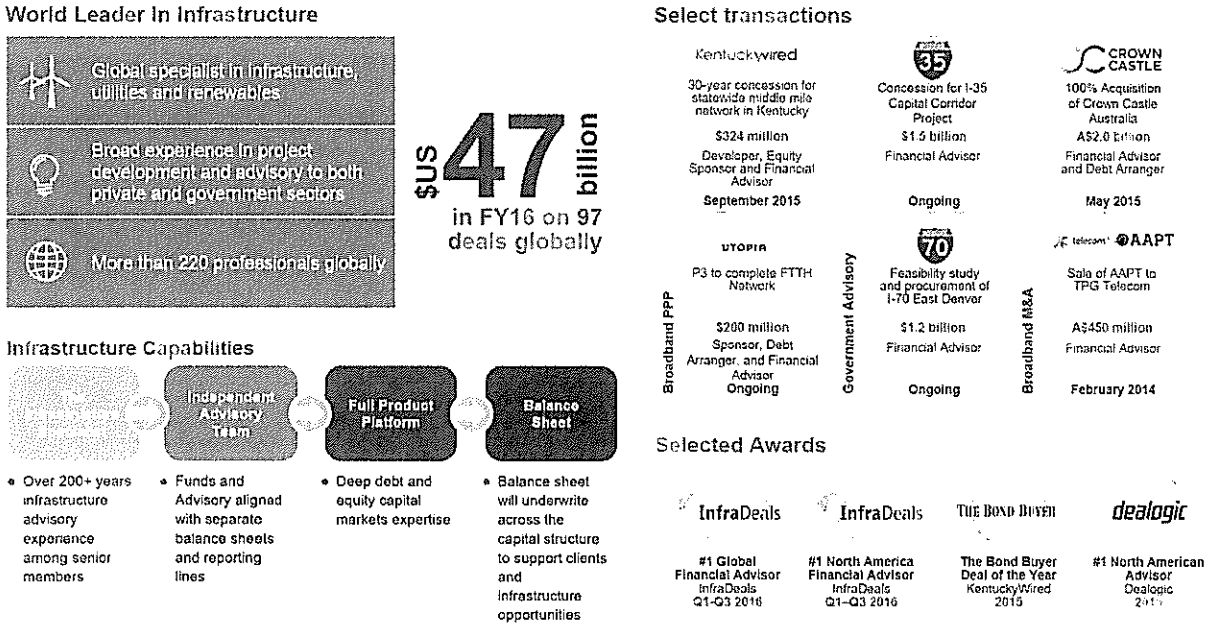
2.3. Strategic Partners

CNX formalized a development partnership with Macquarie Capital for public safety, wireless and fiber engagements in the United States to seamlessly augment our broadband advisory, technical and on-the-ground resources across the nation with Macquarie's extensive project development, government advisory and financing expertise.

Macquarie Capital was recently recognized as the first-ranked Financial Advisor by deal value in the infrastructure sector for the first three quarters of calendar 2016, both globally and in North America. Macquarie Capital was also recognized for its lead financial advisory role on the $11 billion Freeport LNG export facility in Texas in 2014, the largest project financing in the history of the United States.

Additionally, its parent company, Macquarie Group, is a global provider of banking, financial, advisory, investment and funds management services. Founded in 1969, Macquarie Group operates offices in 28 countries and employs more than 2,500 people in the United States, as part of a global staff of approximately 13,500. Businesses managed by Macquarie Group employ more than 63,000 individuals globally. Macquarie Group, together with its direct and indirect subsidiaries and funds owned or managed by the group, outlined in the figure below.

Macquarie Capital and CNX have strong, in-depth experience in the Smart City infrastructure sector. Combined, we have acted as developer, advisor, and investor across a wide range of projects including those similar in scope to the Charleston initiative. Notable Macquarie experiences are further detailed in the figure below.



2.4. City Project Team

Our experienced team is committed to providing a wireless plan as outlined in the RFP. We are focused on the challenges and unique solutions to identify and assess what will become the pivotal infrastructure that collects and transports the data to drive Smart City efficiencies and services. Together this team brings over 150 years of combined experience developing telecommunications plans for over 120 cities and counties in the United States. By contracting with CNX, The City of Charleston will be partnering with one of the best wireless and broadband teams in the country, ready to commit to your project.

Table 2.2 | Project Team

PROJECT TEAM	PROJECT ROLE	YEARS OF SERVICE	TIME (%) ALLOCATION
MATT STEADMAN	Executive Sponsor	20 years	5%
JOHN HAMM	Finance Manager	25 years	20%
SHANNON MORGAN	Regulatory and Contracts	20 years	30%
MICHAEL SHAFER	Engineering Lead	25 years	40%
HUNTER STUART	Project Manager	25 years	100%

2.4.1. Matt Steadman – Project Role: Executive Sponsor

Role Description: Will ensure corporate priority and project success through his personal contribution and timely and efficient management of the project team and will lead the analysis and subsequent development of recommendations arising out the current project and any future opportunities.

Experience: Steadman serves as President for CNX. In this role, he is responsible for the design and implementation of strategic program development which aligns public/private asset development with carrier programming objectives. He works actively with CNX's engineering team to ensure that municipal opportunities are optimally positioned for commercial access and utilization. His role ensures that our client interests are maximized by exploring all viable commercial opportunities, coordinating with potential third-party service providers, and balancing customer interest with public policy and regulatory concerns.

Steadman began his career in the Wireless Services industry by managing large network deployments for a variety of wireless service providers. He has managed a wide array of deployment services including; site acquisition, construction management, and regulatory services at various management levels throughout the country. He has worked for all major wireless service providers, all major tower companies and a wide variety of municipal organizations during his career.

Steadman's career in network planning and wireless infrastructure development began as a Communications Officer in the United States Marine Corps. In addition to a JD, he graduated magna cum laude with a BA from Temple University with a duel major. He currently resides in Las Vegas, NV.

2.4.2. John Hamm – Project Role: Finance Manager

Role Description: Responsible for the creation of pricing models, fee schedules, and any other financial considerations required by the RFP. Hamm will produce all invoicing documents from CNX to the City, ensuring accuracy and completeness.

Experience: Hamm is the CFO for CNX, where he leads the finance team. In this role, he provides strategic vision and accountability for all financial aspects of operations and business

development. Prior to joining CNX, Hamm was CFO/Partner at Tatum, LLC, one of the largest executive services firms providing executive level finance and operations guidance to clients worldwide. He has also served at the C-Suite level as the finance and operations executive for several public companies including HealthSpring, Emdeon Business Services, Viacom and CBS Broadcasting.

At both Viacom and CBS Broadcasting, Hamm served in a variety of executive roles, most notably as the CFO/VP Finance for the $1.5B acquisition of The Nashville Network, Country Music Television and related production companies. He has extensive experience in financial modeling, cost benefit analysis, and lease pricing models to help cities execute fair agreements while maximizing long-term revenue for the city.

Hamm is a Certified Management Accountant, Certified Financial Manager and has an MBA from West Virginia University. He also holds a B.S. degree in Business Administration from Wheeling Jesuit University. He currently resides in Nashville, TN.

2.4.3. **Shannon Morgan**– Project Role: Project Lead, Regulatory and Contracts

Role Description: Responsible for managing and finalizing the agreements for all asset use, including pole attachment and conduit access agreements. Morgan will also assist with any future consulting work requiring regulatory knowledge or contract negotiation.

Experience: As VP, External Affairs and General Counsel, Morgan is responsible for leading CNX's efforts to partner with Kentucky's communities in implementing the KentuckyWired "middle-mile" project. A lifelong resident of Kentucky, Morgan is passionate about advancing the opportunities for fellow Kentuckians.

Morgan joined CNX in December, 2015 following nearly eight years working for the Commonwealth of Kentucky as Deputy Secretary of the Finance and Administration Cabinet, General Counsel for the Education and Workforce Development Cabinet and, most recently, as Policy Advisor and Counsel for the Governor's Office of Agricultural Policy. Among his list of accomplishments, Morgan served as co-chair of the Assets Work Group for Governor Beshear's Smart Government Initiative, which resulted in a net income of $6.5 million for the Commonwealth through the liquidation and consolidation of surplus real property.

Prior to his work with the Commonwealth of Kentucky, Morgan worked for nearly a decade as an attorney in private practice in Bowling Green, Kentucky. He received a B.S. in Agriculture (Agricultural Biotechnology) from the University of Kentucky in 1991, an M.S. in Agricultural Economics also from the University of Kentucky in 1994, and a JD from Salmon P. Chase College of Law at Northern Kentucky University in 1997. Upon graduation from law school, he clerked for the Judges of the Warren Circuit Court, including the Commonwealth's current Chief Justice, the Honorable John D. Minton, Jr.

2.4.4. **Michael Shafer** – Project Role: Project Lead, Network Engineering

Role Description: Responsible for ensuring coordination of engineering assets during the project duration. Will work with other team members to provide comprehensive recommendations to the City. Shafer will take the lead to ensure timely completion of all engineering tasks related to the scope of the project.

Experience: Shafer serves as CNX Vice President, Engineering and Program Management for CNX and is a seasoned telecommunications professional with more than 25 years in engineering, planning, technology development, business development, and quality management practices.

Shafer was responsible for design and execution of mission critical wireless projects including California's CAPSNET and CAPSCOM projects. These public safety modernization programs included state-wide microwave, fiber optic, and land mobile radio network upgrades.

As employee #103 of Sprint PCS, Shafer has significant mobile wireless experience. His field engineering experience spans analog, digital, 2G, 3G, and 4G networks, wireless, fiber optic, and microwave. His work has involved many commercial telecom towers as well as the unique networks for public safety and electric utility industries.

Shafer was also the sole engineering lead and co-author for the Google Fiber application for Kansas City, Kansas, the first city chosen, from over 1,100 applications by Google in March of 2011. This application and award became the blueprint by which countless other cities have sought to also become "Google-ready".

Shafer studied Economics at Union College, received a B.S. in Electrical Engineering from the University of Nebraska, a Master's Degree in Business from the Aji Institute. He holds 13 patents in the field of telecommunications. He currently resides in Lampke, MO.

2.4.5. **Hunter Stuart** – Project Role: Project Manager

Role Description: Responsible for ensuring the timely preparation and presentation to the City of all project deliverables. Will work with other team members to provide comprehensive recommendations to the City. Stuart will take lead to both evaluate as well as value City assets relative to current marketplace needs.

Experience: As Market Director, Stuart leads the field implementation of strategies developed during the course of client review. Stuart has been in the wireless industry for over 25 years and worked with various wireless providers such as McCaw Cellular, AT&T Wireless, SBC Wireless and Clearwire. He also worked a number of years for a major wireless infrastructure company and wireless service companies. Stuart was a founding member of the Tennessee Wireless Association and served on the board of the State Wireless Association Presidents.

Stuart is a graduate of the University of Arkansas – Little Rock. He and his wife live in Franklin, Tennessee.

3. RFP: 17-P045R – Wireless Consulting Services

3.1. PROJECT APPROACH AND PLAN

Response Instructions: *Provide a detailed discussion of your firm's approach to the successful completion of the scope of work outlined in the RFP. Include thorough discussions of methodologies you believe are essential to accomplishing the project or completing the scope of work.*

3.1.1. Scope of Work Summary

Table 3.1 | SOW Summary

Included (Y/N)?	***Summary Description***
Phase #1 ☒Yes ☐No	Asset Mapping Analysis (city-wide) – current telecommunications facilities mapping analysis to provide detailed gap analysis for future sites that may be desirable as telecommunications assets.
Phase #2 ☒Yes ☐No	Policy Guidance Review – Ordinance Review, Design guidelines and Best Practices for wireless siting applications within the City.
Phase #3 ☒Yes ☐No	Program Management – On-going professional telecom consulting services for City asset leasing and management

CNX represents cities to develop Smart City strategies that cultivate collaboration with the mobile network operators ("MNOs") who are investing in broadband and creating the 5G future. In short, we equip cities with the data, processes, and analysis to generate broadband investment, create additional revenue streams and prepare cities for Smart City solutions. Below is a flowchart outlining the phased tasked described herein:

{See Flowchart – Next Page}

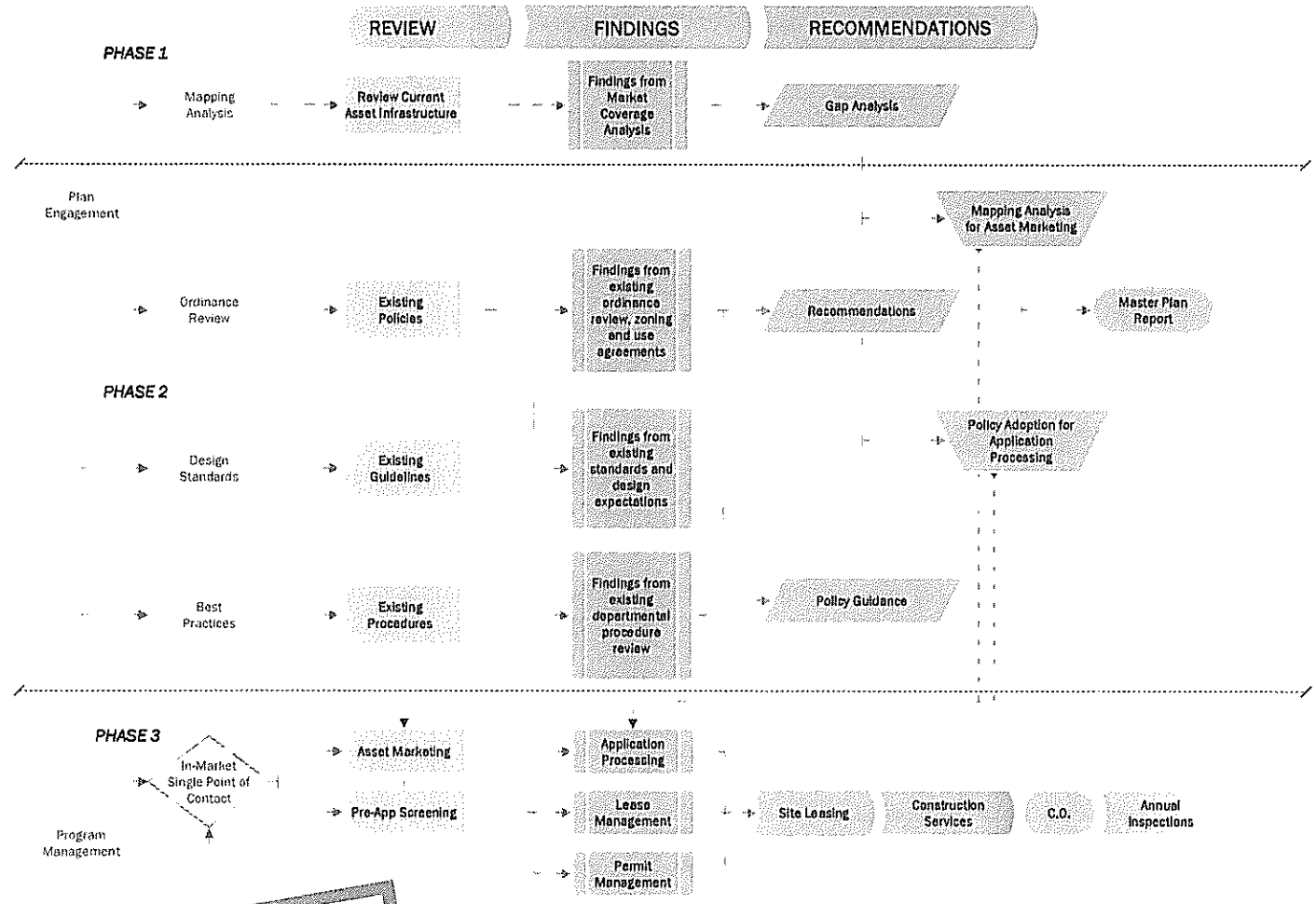


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Figure 3.1 | Overall Phase Flowchart

Because our team will be dedicated and committed to the City of Charleston's success, CNX has the unique experience and knowledge to integrate all the critical components of network design, planning, leasing and management experience suitable to leverage City data for the engagement and problem-solving initiative in the RFP.

Together, our engagement can leverage our experience, strategic partners and platform to categorize City assets, modernize telecom ordinances, streamline the telecom application process, implement the deployment of Smart City applications, manage and lease City assets, and integrate a connectivity engagement for the benefit of enhanced connectivity, public safety, education, healthcare, City services and transportation; all of which will drive Smart City resiliency.

3.1.2. (Phase 1) Asset Mapping Analysis

As a technology and broadband aggregator, the mapping analysis uses the latest in cloud-based, GIS mapping technology to survey, catalogue, and value the current available broadband-valued assets: light/traffic/electric poles, water tanks, municipal-owned telecommunication towers, municipal-owned buildings/land, existing fiber and conduit. These technical specifications will be

used during broadband master planning analysis to identify connectivity gaps for delivery of broadband services and Smart City technologies. Additionally, asset owner data, technical specifications, location details, installation dates, and other pertinent information, would be collected and uploaded as part of a centralized database to facilitate Smart City initiatives

Figure 3.2 | (Columbus, OH) Asset Mapping Analysis

throughout the engagement. These data points may become increasingly critical towards development and sustainability of a Smart City "marketplace" where providers contract with the City to offer the latest Internet of Things ("IoT") technology.

A typical neighborhood distributed antenna deployment, with access points connected via fiber optic distribution cable, are selected by the MNOs based on the availability of suitable mounting structures with the goal of delivering a uniform signal level throughout the service corridor. In Figure 3.2, the CNX mapping platform, for example, outlines the available City Assets through our engagement with the City of Columbus, OH (fiber runs, patch locations, street furniture, mounting structures, etc.). The MNOs have secure access to the platform to search, design and lease their wired (and future wireless) locations efficiently online. With the inclusion of the Columbus fiber network in the platform, the MNOs have a "one-stop shop" approach to wired network design and implementation. The platform saves time by centralizing the infrastructure search, identification, planning and selection, as well as offering integrated tools like Street View by Google. MNOs can

quickly locate available city assets and perform a comprehensive review of the assets from their computer, relevant to the requests in the RFP.

However, the amalgamation of data doesn't just benefit the MNOs. The CNX mapping analysis was pivotal to the immediate benefits delivered to the City of Columbus, once CNX was selected to develop and implement a municipal broadband strategy leveraging the City's 600-mile fiber network. The City of Columbus effectively combined all departmental fiber management into one department after our asset assemblage. The Public Works and Traffic departments were unintentionally duplicating fiber maintenance and construction responsibilities prior to the engagement with CNX and our involvement helped identify numerous departmental overlaps within its fiber inventory management. Implementation of the platform also allows for specific cost savings during the competitive bidding process for additional construction projects with lateral fiber connections. With CNX as its broadband partner, the City of Columbus' centralized fiber management determination saved enough in operational costs alone to justify the engagement with CNX, not to mention the dark fiber leasing opportunities that have greatly expanded since commencement.

Many cities, like Charleston, now recognize the need to organize and design their existing vertical assets and fiber inventories into a comprehensive Smart City infrastructure plan. Evidence of our success and ability to achieve strategic planning efficiencies can be traced back to the many awards of our team and of the communities we serve. Notably, in 2015, Mayor Coleman of Columbus, OH publicly thanked[1] CNX for helping the city win the Intelligent Community of the Year award for its Smart City network design integration. Columbus was also recognized with a first-place ranking in the recent 2016 Smart City Challenge[2], sponsored by the US Department of Transportation. Our proactive communications with the City of Columbus' project team, stakeholders and public continues to facilitate an ongoing collaborative relationship with the City, proving our experience to deliver high quality products and service within constrained parameters and timelines.

3.1.3. (Phase 2) Policy Guidance Review

To link heterogenous wireless networks (a combination of macro, DAS, small cells and Wi-Fi) together into a ubiquitous process, municipalities must either approve fragmented permit applications *en masse*, or, develop a delivery system that can efficiently and effectively support the impact of thousands of small cell installations and IoT sensor placements in the foreseeable future. In the absence of a smart city planning process, MNOs will try to "over permit" densely populated areas to effectively lock up the surrounding attachable real estate, creating de facto monopolies and restricting future deployment and competition.

As small cell applications flood city planning, most cities will grapple with the need for a new approval process considering wireless demand and new federal regulatory requirements in areas where customers expect to access high-speed data services. CNX Project Managers will coordinate the implementation the City's asset infrastructure into specific analyses to support

[1] https://youtu.be/zsRtz6tiwZE

[2] https://www.transportation.gov/briefing-room/us-department-transportation-announces-columbus-winner-unprecedented-40-million-smart

broadband delivery and Smart City strategies under the new regulations. Having integrated asset data into the mapping platform, CNX will review existing City ordinances against a drafted broadband documentation library for City review. Below is a sample list of industry materials subject to City review during the CNX engagement:

- CNX Counsel will review and recommend broadband documentation:
  - Broadband Application processes;
  - Master License agreements;
  - Rooftop & Pole attachment agreements;
  - Design Guidelines and Standards;
  - Departmental application checklists;
  - Departmental Review processes; and,
  - Departmental "Best Practices" policies.
- CNX Project Manager will review draft proposals and plans for Smart City applications including security protocols, infrastructure recommendations and public-private partnership models; and,
- CNX Project Manager will attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on the deliverables. He will prepare and distribute meeting documentation as needed.

During the engagement, CNX personnel works with staff to coordinate ordinance review into appropriate best practices recommendations to streamline the entitlement process. In addition, we introduce processes and procedures to facilitate interactions between the City and the providers seeking access to City assets and rights-of-way ("ROW").

3.1.4. (Phase 3) Program Management

In conjunction with Phase 1 and 2 tasks, the City has expressed a desire to modernize its wireless ordinance codes, design standards and departmental best practices to effectively utilize its asset base for future Smart City applications. We agree that carriers ultimately want to deploy assets as quickly as possible - "speed to market". To do so, they seek out municipalities that have their "act together", or those who have developed a streamlined wireless intake process.

Modernizing City policies for this endeavor is a proactive first step, but unlocking existing City assets to generate additional revenue requires specialized assistance. The carriers are also seeking landlords with access to a wide range of functional assets like fiber, power, poles and property for small cell deployment delivery. Because the rollout of these complex and expensive wireless networks requires a higher level of integration built on experience and a strong partnership, the CNX program management process helps the City address this need.

By commencing the program management process in conjunction with the master plan report analysis, CNX will advance all the costs associated with Phases 1 and 2 tasks as part of an ongoing asset leasing and management program described herein. It is this collaboration with cities AND the wireless industry to create a win-win approach for streamlining carrier deployment on City assets.

This is essentially ***a no upfront cost solution*** for the City to quickly implement a total turnkey solution for broadband planning and execution on a forward-looking basis. We are confident in our

ability to provide the City with valuable expert program management that will help improve all Smart City initiatives, as well as generate additional revenue to fund other City initiatives.

The following summary outlines specific services incorporated into ongoing Phase 3 deliverables for the City:

City of Charleston, SC

Task No.	Phase 3 on-going task items
3.1	Single point of contact for wireless site applications on City assets
3.2	Asset mapping tool (Phase 1) for site identification and marketing
3.3	Pre-application screening of all wireless site applications on City assets (Phase 2)
3.4	Application coordination with departmental staff (Phase 2)
3.5	Departmental permitting coordination with federal and state timelines to ensure compliance
3.6	Final permitting coordination
3.7	Pre-construction site walks and permitting compliance
3.8	Construction monitoring services to ensure compliance
3.9	Post-construction site walks and punch list coordination
3.10	Post-construction documentation services
3.11	On-going inspection site walks to ensure compliance

3.2. COST PROPOSAL

Response Instructions: *Provide a total cost proposal for all services to be delivered, and a breakdown of costs delineated by major phase and/or deliverable as described in the scope of work. Include a schedule of hourly rates and the amount of time will be devoted to this project. Define any reimbursable expenses (e.g., travel, materials, etc.) requested to be paid by the City.*

Municipal governments have a dual role in the expansion of wireless installations and services in their communities. They want to actively support the expansion of tomorrow's high-quality wireless services for their residents and local business, but they also must address citizen concerns related to the deployment of those services. CNX is actively engaged with cities to coordinate our collective efforts to meeting the demands of broadband delivery given the reservations of its constituents. Table 3.3 represents the overview of our pricing methodology for the Project with subsequent line-item details outlined in further subsections below:

3.2.1. (Phase 1 & 2) Cost Details

The table below details Phases 1 & 2, noting the combination of the ongoing mapping and policy review tasks in the CNX project approach.

Table 3.2 | CNX Phase 1 & 2 Breakdown

Task Details	
1.1 Existing City Asset Survey	• Notice to Proceed ("NTP") and Assign Subject Matter Expert(s) ("SME") to task. • Preliminary meetings with City staff to provide checklist of necessary information needed for review.

	• Gather necessary documentation - GIS data collection for existing City assets in acceptable digital format[3] for integration into mapping analysis software (Identification and delineation of "historic core" boundary within the City-wide asset data set).
1.2 Wireless Carrier Survey and Market Study	• Preliminary meetings with staff, MNO representatives, tower companies, utility infrastructure providers (as needed) and key wireless infrastructure stakeholders. • Evaluation of publicly accessible wireless coverage data[4] for public and private signal survey ("historic core" subset and city-wide including PROW, parks and greenways). • Evaluation of publicly accessible MNO and public safety wireless radio frequency data. • Integration of wireless coverage data findings into mapping analysis software for review with key City staff. • Provide staff with universal access to the online information for review, evaluation and consensus for asset overlay functions to produce final maps (to be publicly provided in the master report).
1.3 Gap Analysis	• Integration of wireless asset data into optimization models for RF engineering review and evaluation. • Collaborate with key stakeholders to review gap analysis findings and address additional wireless coverage needs within the historic core and city-wide. • Collaborate with staff to generate available asset siting map overlays (to be publicly provided in the master report and used for marketing of available assets in Phase 3 – program management). • Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed and assimilate findings for completed final recommendations in the master report.
2.1 Ordinance Review	• NTP & Assign SME to task • Preliminary meetings with City staff to provide checklist of necessary documentation needed for review. Gather necessary documentation. • Review existing ordinances, codes, zoning requirements, plans, wireless use and franchise agreements, and ancillary documentation for inconsistencies. Note findings for final recommendations in the master report.
2.2 Design Guidelines	• Gather necessary documentation. • Engage staff with existing design guidelines, provide market examples for review and note potential inconsistencies.

[3] To the extent that the existing city data is available in an appropriate digital format for integration into the software, the response timeline and pricing will not be affected. If the data requires manual integration, then the response timeline and pricing will be adjusted and implemented into the program management cost details using the ancillary services rate sheet described herein.
[4] To the extent that the Project Manager can collect and integrate proprietary wireless coverage data from the MNOs during the response timeline, the information will include, at minimum, all relevant wireless coverage data available from publicly reliable sources.

	• Attend and facilitate project meetings with all involved parties and provide draft changes and documentation from departmental requests for review - correspondence, scheduling, and coordination as needed. • Compare expert findings and recommendations with departmental staff for consensus adoption in the master report (incorporated with city, state and federal policy guidance and recommended ordinance findings as needed).
2.3 Best Practices Survey	• Gather necessary documentation. • Engage staff with review of existing departmental approvals, procedures and practices and note potential inconsistencies. • Collaborate with staff to provide necessary ordinance and design standards recommendations for integration into a best practices survey – note comments and findings. • Engage staff with additional survey findings and draft recommendations for departmental best practices (noting gap analysis findings, aesthetic design findings, eligible and alternative support structure determinations and federally mandated regulations to be publicly provided in the master report and used for implementation in Phase 3 – program management) • Attend and facilitate project management meetings with all involved parties and provide documentation, correspondence, scheduling, and coordination on deliverables. Prepare and distribute meeting documentation as needed and assimilate findings for completed final recommendations in the master report.

Table 3.3 | Pricing Overview

Response Task(s)	Total Hrs	Total Cost
Phase 1 (Asset Mapping Analysis)	320	$71,840
Phase 2 (Policy Guidance Review)	312	$75,972

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Table 3.4 | Cost Table

Deliverable(s)	Item Number	Labor Hrs	Labor Cost	Total
Existing City-wide Asset Survey	1.1	120	$224.50	$26,940
Wireless Carrier Survey and Market Study	1.2	128	$224.50	$28,736
Gap Analysis	1.3	72	$224.50	$16,164
Ordinance Review	2.1	120	$243.50	$29,220
Design Guidelines	2.2	104	$243.50	$25,324
Best Practices Survey	2.3	88	$243.50	$21,428
			Total	**$147,812**

Notes:

1. Hourly rates quoted are firm, fixed rates for the duration of the engagement. The City will utilize the fully loaded hourly rates assigned for each task item used to prepare the appropriate deliverable. The City will not pay for travel or out-of-pocket expenses.
2. The City will establish a mechanism for the invoicing and schedule of payments for project-related deliverables with any changes during the life of the contract defined and detailed in an amendment to the Professional Services Agreement (the "PSA").
3. The parties agree that the services / deliverables to be provided by CNX using the above-stated labor rates will be defined and detailed in the PSA. CNX shall not be obliged nor authorized to commence any work to implement an additional scope of services until authorized by an amendment to the PSA, or change notice (if applicable) with a purchase order issued against the PSA.

3.2.2 (Phase 3) Cost Details

Pursuant to the Professional Services Agreement (the "PSA"), the City will engage CNX for consulting services to complete Phase 1 and 2 report deliverables, referenced in the previous section. Upon completion of specific findings necessary to commence Phase 3, the CNX program management process, the following details outline on-going consulting tasks for the City:

a. Findings from Phase 1 - CNX will review the City's current telecom-related asset infrastructure to support broadband delivery, in which CNX will coordinate with City staff to include the GIS data into a mapping software for marketing City assets to the MNOs for Smart City coverage needs and IoT initiatives.

b. Findings from Phase 2 - CNX will coordinate with City staff to review existing wireless use agreements, pole-attachment agreements, franchise agreements, ordinances, zoning codes, aesthetic design standards and departmental best practices, in which CNX will recommend updated policy guidance for new wireless siting applications. CNX will deploy a single point of contact to utilize recommended guidance, pre-screen applications and work with City staff to lease existing City assets for future Smart City coverage needs and IoT applications.

c. Commence Phase 3 - CNX commences on-going leasing and management services of all city-owned assets. CNX will market those assets identified in Phase 1 to the MNOs for Smart City coverage applications. CNX will deploy a single point of contact to utilize the wireless siting application guidance adopted from Phase 2. **As a result, CNX will advance the total Scope of Work costs associated with Phases 1 and 2**; provided that:

    i. CNX shall be entitled to seventy percent (70%) of the recurring gross payments that are received by CNX (that would be otherwise payable to the City) until CNX recoups its actual, reasonable, documented and City-approved costs to perform the tasks outlined in the table below.

    ii. **After CNX recoups its costs, the seventy percent (70%) revenue share will revert (back) in favor of the City**, in which, the City will then receive the higher percentage of the recurring gross payments otherwise payable to the City and CNX will receive thirty percent (30%) to perform the on-going tasks below and more definitively outlined in the PSA.

If recurring gross payments are insufficient to recoup the costs associated with the foregoing tasks within 36 months, the City shall directly reimburse CNX for the balance of its actual, reasonable, documented and City-approved costs to perform the tasks outlined after the City approves the work product delivered by CNX. Then, the revenue share percentages will revert (back) in favor of the City upon payment to CNX and future recurring gross payments payable to the City will continue in the time and manner more definitively outlined in the PSA.

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Phase 3 – Initial Term (plus extensions)	
Program Management services	**CNX Program Management (overview)** • Develop and implement a program management and marketing strategy for City-owned assets to broadband providers: o Coordinate, develop and implement with departmental staff a "One-Stop Shop" for marketing City assets to companies and entities interested in using City assets to expand broadband networks, wireless services and various "Smart City" solutions. o Propose and implement options to manage City sites for leasing, ownership, co-ownership and installation of new or replacement towers or structures and co-location of facilities. o Develop and implement services to include macro (cell), micro (small cell), DAS technologies and related connectivity technologies, including fiber optics, sensors, digital kiosks and other "Smart City" technologies that use City assets and PROWs and/or provide the opportunity to generate additional revenue for City. o Provide framework for future broadband master planning to support next-generation technologies. • Provide ongoing recommendations related to FCC rulings, federal and state laws and changes in applicable regulations: o Track federal regulatory changes or potential changes through the FCC and the FCC Broadband Deployment Advisory Committee, the US Congress and other federal agencies, such as NTIA. o Account for impacts of potential state and federal law changes to support City's proactive responsiveness and to intelligently adjust program management and marketing of City assets as needed. o Provide linkages to other cities and membership associations to add the City's voice to pending regulatory and/or legislative efforts. **Single Point of Contact** • Represent City's interest and provide single point of contact to wireless service providers interested in applying for use of assets in City. • Market, educate and update industry on available City-owned broadband assets and wireless siting application in-take process through CNX Platform. **Asset Marketing Platform** • Regularly collect and validate provider and City fiber broadband and wireless coverage data for inclusion in the Platform.

	• Provide City with a single, secure online location for identifying, tracking and visualizing all broadband, wireless sites and various "Smart City" solution deployments. **Mapping Platform services** • Provide City and Providers access to ongoing data and support services. • Provide reporting to City staff of all Federal and State compliance timelines based upon submission facility type. • Track all related permit documentation and provide monthly reconciliation on application in-take status. • Provide City the ability to archive and verify all application exhibits, drawings, construction documents, schedules, licenses and permits. **Application services** • Program Manager will meet with City Staff (on regularly scheduled basis) to review completed online siting applications for completeness, accuracy and fit within City design standards and best practices. • Program Manager will coordinate design walks, reviews and approvals of design requirements for City-owned assets with departmental staff and providers as needed for application processing. • Program Manager will coordinate final review processing status with departments, follow recommended department process workflow and track Platform compliance timelines with City staff as needed for approvals. **Leasing services** • Coordinate all Lease preparation documents with oversight on final exhibit review, permit confirmation, drawings and final version executions. • Track, coordinate and confirm all commencement documentation in the Platform and ensure executables meet departmental approvals to proceed. • Provide financial support services related to the completion of wireless and related sites, including collection of ongoing lease payments and related fees, including monthly reconciliation and funding reports. **Pre-Construction services** • Track, coordinate and verify with City staff and providers all site walks and pre-construction scheduling necessary to commence construction. • Track, coordinate and verify insurance, licensing and building permit processing with providers for departmental notices to proceed. **Construction services** • Provide in-market construction oversight for City department personal. • Track, coordinate and verify all construction inspections. • Track, coordinate and verify all construction activities are consistent with licenses, permits & "as-built" drawings. • Track, coordinate and verify department 'sign offs' for certificate of occupancy.

	Construction and Post-Construction services • Provide City the ability to archive all construction schedule documentation, related licenses, permits, drawings and closing packages for departmental retrieval on Platform. • Coordinate post-construction schedules for future inspection services. **Applicable Annual Inspection services** • To the extent that annual inspection fees are allowable under existing municipal code, or adapted by counsel from Consultant report recommendations, Consultant will coordinate annual site inspections to ensure that each existing permitted broadband site location meets existing zoning and ordinance codes consistent with its permitted use. • Consultant will track and record site inspection results, notify City of inconsistent additions or modifications, and recommend appropriate fees or remedies for unauthorized discrepancies. • Consultant will calculate, record and collect appropriate inspection fees or monetary remedies, applicable as additional compensation under the terms and conditions provided in the Agreement.
Cost Summary	• CNX engages broadband master plan scope of work and **advances all Phase 1 & 2 costs.** • CNX prepares the program management asset and leasing process with coverage mapping analysis and updated policy guidance recommendations from Phases 1 & 2. • **Phase 1 & 2 costs repaid to CNX through a 70/30 revenue share in favor of CNX until it recoups its costs, then the revenue share percentage reverts (back) in favor of the City through the balance of the program management term.** • CNX will continue program management services to be paid by an on-going thirty percent (30%) revenue share.

Pursuant to the review of final deliverable reports and on-going consulting services, several outcomes proposed at ***no upfront cost*** to the City may include, but will not be limited to, the following:

- Providing wireless industry professionals an online wireless **asset mapping tool** and overlay of available city-owned assets, which can be used to meet expected gaps in carrier coverage and capacity for future Smart City goals and IoT initiatives;
- Modernizing **ordinance policies** and guidance consistent with federal, state and local industry standards with the availability to contact CNX regulatory personnel with future questions at any time;
- Providing industry **design standards** and aesthetic guidelines for city adaption consistent with national, state and local industry standards with the availability to contact CNX regulatory personnel with future questions and change requests as needed;
- Providing a thorough review of departmental **best practices** for city adaption consistent with national, state and local industry standards with the availability to contact CNX regulatory personnel with future questions and change requests as needed;

- Providing MNOs a trusted **single point of contact** for City asset marketing information, questions and follow-up (without tying up valuable planner resources answering basic siting questions);
- Providing **pre-screening** services for wireless site applications (without tying up valuable planner resources with erroneous or duplicate application submittals);
- Provide wireless leasing and management services during the permitting and leasing stage, without hiring additional counsel for wireless assistance;
- **Streamlining departmental approval** functionality for wireless siting applications;
- Integrating a "**one-stop shop**" approach for wireless carrier deployment on all City assets;
- Ensuring **direct compliance** of modernized telecom policies from B.P. to C.O.; and,
- Providing ongoing **inspections** of all wireless telecommunications infrastructure within the City, for existing or PROW assets.

3.2.3. Timeline

Upon commencement of the engagement with CNX, the timeline[5] below shows the concurrent timeline of phases to be performed for the City as requested in the RFP.

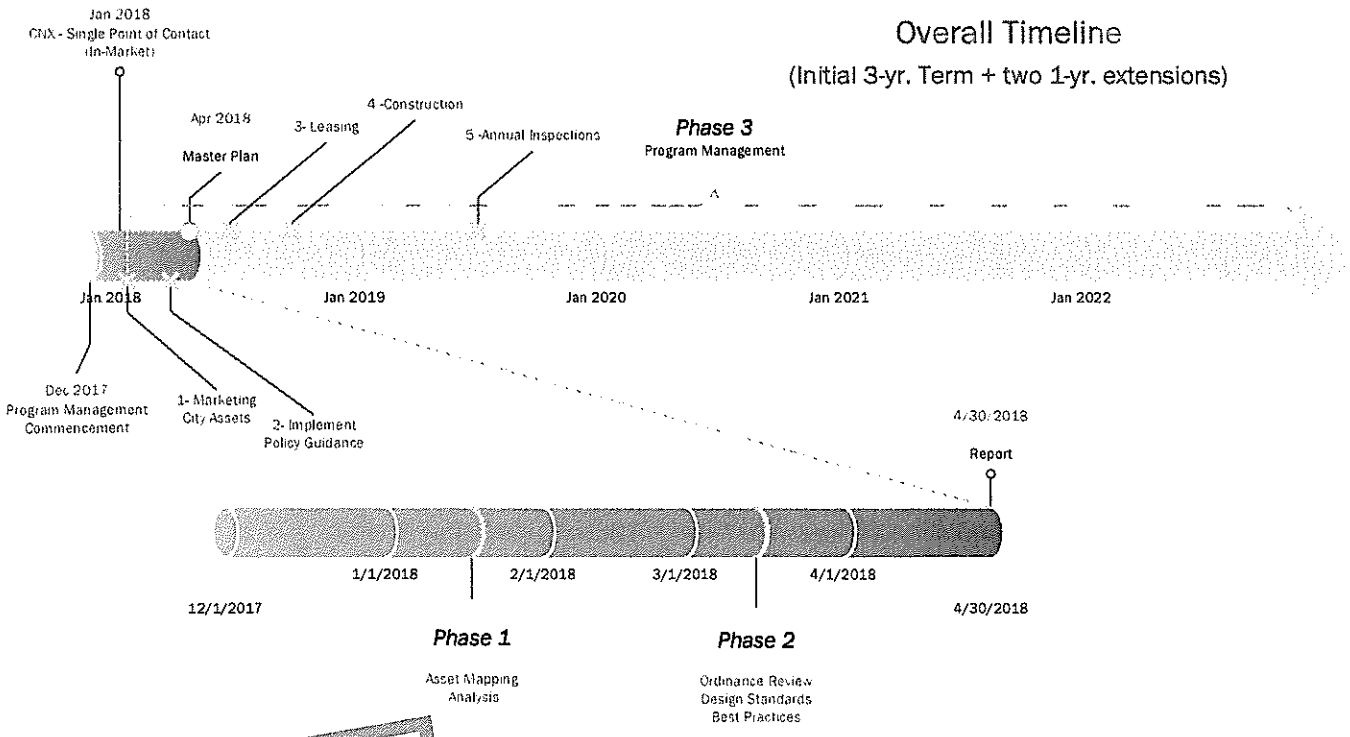

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Figure 3.3 | Program Management Timeline

[5] Schedule of report timeline dependent upon timely authorizations, approvals and prompt receipt of required information from City staff.

Because our team will be dedicated and committed to the City of Charleston's success, the ongoing action items associated with the asset leasing and management services may require additional services outside of the scope of the RFP, which may include the following:

- Existing telecommunications abstract review, modifications and amendment drafting, as needed;
- Integration of manual asset data information into an appropriate digital format for inclusion into the asset mapping software;
- API functionality and GIS mapping application functionality integrated into the mapping platform to potentially submit site applications and related documentation into the software and City servers simultaneously, including functionality for asset software platform to accepting wireless facilities applications, tracking approval status, maintaining inspection information and providing information to project management staff, stakeholders, elected and appointed officials, as needed;
- Legal expert testimony, defense and counter defense strategies with litigation from existing City telecommunication lease agreements, as needed;
- Provide ongoing review of all wireline telecommunications infrastructure (fiber), maintenance and management applications, as needed;
- Coordinate with other governmental agencies outside of the program management scope of work identified, as needed; and,
- Coordinate public meetings and workshops outside of the program management scope of work identified, as needed.

Ancillary services, beyond the general scope of services outlined herein, requested by the City (as needed and directed) will be provided and billed at the blended hourly rate stated in the table below.

Table 3.5 | Additional Services Rate Sheet

CNX Staffing Category	*Hourly Standard Rate*
CEO	$300.00
CFO	$275.00
COO	$275.00
General Counsel	$265.00
Managing Director	$250.00
Managing Director, National Accounts	$250.00
Director of Carrier Solutions	$243.50
Director of Engineering & PMO	$243.50
Project Manager	$243.50
Site Services Project Manager	$224.50
Site Services Engineer	$224.50
GIS Manager	$224.50
GIS Analyst	$174.50
Research / Admin	$145.00

CNX®

November 1, 2017

The City of Charleston
Procurement Division
75 Calhoun Street. Suite 3500
Charleston SC 29401
Attention Robin B. Robinson

Dear Ms. Robinson,

CNX has prepared a proposal for the Wireless and Telecommunications Consulting Services Proposal # 17-P045R.

Enclosed in this mailing are the original signature documents associated with our proposal.

Please let me know if you have any questions. Thank you.

John Hamm
CFO
Mobile: 615-319-9493
e-mail: jmh@cnx.io

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

Proposal Number: 17-P045R	**Proposals will be received until:** November 3, 2017 @ 12:00pm
Proposal Title: Wireless and Telecommunications Consulting Services	
Mailing Date: October 13, 2017	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: 1020 Digital LLC dba "CNX"	**FEIN/SS#:** 45-3957006
Vendor Address: 312 S. Fourth St., Suite 700	
City – State – Zip: Louisville, KY 40202	
Telephone Number: 866-881-9425	**Fax Number:** 866-579-0796
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: [signature]	**Title:** CFO
Date: 11/1/2017	

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**

IMPORTANT

1. This solicitation seeks proposals responding to the Scope of Work for a **Wireless and Telecommunications Consulting Services**. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any proposal received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether proposals submitted meet all requirements contained in this solicitation.

2. Offeror may **mail**, or **hand-deliver** response to the Procurement Division. **Do Not Fax** in the proposal response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.

4. Questions regarding this solicitation **must be submitted in writing to Robin Barrett Robinson no later than 12:00pm (noon) on October 23, 2017.** Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.

Proposal Number: 17-P045R	**Proposals will be received until:**
Proposal Title: Wireless and Telecommunications Consulting Services	
Mailing Date:	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

1020 Digital LLC dba "CNX"	
Company Name As registered with the IRS	Authorized Signature
312 S. Fourth St., Suite 700	John Hamm
Correspondence Address	Printed Name
Louisville, KY 40202	CFO
City, State, Zip	Title
info@cnx.io	866-881-9425
Email	Telephone Number/Toll Free Also (If Available)
312 S. Fourth St., Suite 700	866-579-0796
Remittance Address	Fax Number
Louisville, KY 40202	11/1/2017
City, State, Zip	Date
45-3957006	
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

Are you a certified Minority or Women-Owned business in the State of SC?

☐ Yes ☒ No

If so, please provide a copy of your certificate with your response.

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Suite 3500, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

☐ **Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.**

AND

☐ **Affidavit B – Work to be Performed by Minority and/or Women-owned Firms**

OR

☒ **Affidavit C – *Intent to Perform Contract with Own Workforce*,** in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: 1020 Digital LLC dba "CNX"

Signature: J L Hamm

Date: 11/1/2017

Print Name: John Hamm

Title: CFO

Witness: Catherine Hamm

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of 1020 Digital LLC dba "CNX"
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the RFP - #17-P045R - Wireless and Telecommunications Consulting Services contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

I hereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 11/1/2017 Name of Authorized Officer (Print/Type): John Hamm

Signature: [signature]

Title: CFO

Sworn to before me this 1 day of November, 2017
Notary Public for the State of Tennessee
My Commission Expires: March 3, 2020
Print Name: Prudence Crutcher
Phone Number: 615-732-6104
Address: 725 Cool Springs Blvd Ste 100
Franklin TN 37067

Notary Seal:

PRUDENCE CRUTCHER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2017

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

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

PRODUCER
Charles M. Moore Insurance Agency, Inc.
P O Box 7500
Bowling Green KY 42102

CONTACT NAME: Kim McReynolds
PHONE (A/C, No, Ext): (270) 843-9054 FAX (A/C, No): 270-782-4530
E-MAIL ADDRESS: kmcreynolds@cmmoore.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HARTFORD INSURANCE GROUP	21822
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
10/20 Digital, LLC
1900 Three Springs Road
Bowling Green KY 42104

COVERAGES **CERTIFICATE NUMBER:** CL1792619687 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			33SBARM3509	7/25/2017	7/25/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG EPLI	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 10,000	
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			33SBARM3509	7/25/2017	7/25/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			33SBARM3509	7/25/2017	7/25/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		33WECBM6064	7/25/2017	7/25/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000	
B	Crime Coverage			8247-6347	5/18/2017	5/18/2018	Employee Theft Limit	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Charleston, its officials, employees and volunteers are additional insured as respects the general liability and auto liability with Primary and Noncontributory coverage. 30 days notice of cancellation applies to the GL, Auto and WC.
Waiver of Subrogation applies to the WC policy.

CERTIFICATE HOLDER

City of Charleston
Procurement Division
145 King Street Suite 104
Charleston, SC 29401

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

W Adams, Jr./KSM

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References

Bidders must supply a minimum of five references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: Sam Orth, Director of Information Technology - City of Columbus, OH
Address: 1111 E. Broad St.
Columbus, OH 43205
Phone/Fax: (614) 645-2550
Email: hsorth@columbus.gov

Name: Keith Durbin, CIO - City of Nashville, TN
Address: 700 2nd Ave. S., Suite 301
Nashville, TN 37219
Phone/Fax: (615) 862-6300
Email: keith.durbin@nashville.gov

Name: Michael Buchanon, Judge Executive - Warren County, KY
Address: 429 East 10th St.
Bowling Green, KY 42101
Phone/Fax: (270) 843-4146
Email: mike.buchanon@ky.gov

Name: Jacqueline Holloway, Director of Business Licensing - Clark County, NV
Address: 500 S. Grand Central Parkway
Las Vegas, NV 89155
Phone/Fax: (702) 455-4252
Email: jqrh@clarkcountynv.gov

Name: Phil Noblett, Assistant City Manager - City of Chattanooga, TN
Address: 100 E. 11th St.
Chattanooga, TN 37402
Phone/Fax: (423) 643-8233
Email: pnoblett@chattanooga.gov

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: October 27, 2017

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 17-P045R – Wireless and Telecommunications Consulting Services RFP

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 What is the City's estimated cost of this project?

A-1 That information is not available.

Q-2 Has funding been allocated? If so, through which source (budget, CIP, state/federal grant, etc.)?

A-2 City budget.

Q-3 How does the City currently support cellular and Wi-Fi communications?

A-3 Managed by the City's Department of Information Technology.

Q-4 Does the City anticipate issuing a subsequent RFP for any network upgrades or replacements?

A-4 No.

Q-5 When does the City desire to have the Master Plan developed by?

A-5 Timeline has not yet been established, but development of the Master Plan to facilitate and manage carrier/provider installations and deployment of communications resources is a priority.

Q-6 **Does the City have all 'available' assets in digital form (.shp or .kmz file formats)?**

A-6 That information is not available.

Q-7 **If so, will they share that information to the awardee?**

A-7 That information is not available.

Q-8 **Does the City have existing guidelines for aesthetics that are available online? If so, can you provide that information?**

A-8 That information will be provided to the awardee at the appropriate time.

Q-9 **Does the City have existing procedures for non-telecom equipment placement that will be available prior to submission (as a reference)?**

A-9 That information is not available.

Q-10 **Are existing ordinances online up-to-date or are there pending recommendations being discussed internally?**

A-10 Updates and changes are anticipated for City ordinances with assistance and input from the awardee as part of the consulting services.

Q-11 **Is the focus on the historic core for alternative options or citywide?**

A-11 Citywide, but with initial/primary focus on peninsula ("historic core").

Q-12 **Are there two separate sections, historic core and citywide, for the Master Plan or just one overall Plan submission?**

A-12 Anticipate one overall Master Plan, but expect there will be subsections that have to address specific areas.

Q-13 **Does the City of Charleston have a proposed result for how far they're looking to maintain and expend capabilities?**

A-13 That information is not available.

Q-14 What are the current capabilities and use cases for the existing infrastructure?

A-14 The existing infrastructure is primarily for City operations only, with some separate publicly accessible resources (Wi-Fi) in City facilities, parks and public spaces. The primary goal for these consulting services is for the awardee to assist the City with planning for, coordinating and managing other provider/carrier communications infrastructure and service implementations within City limits. However, future expansion of and addition to existing City infrastructure for other uses is possible and will be evaluated.

Q-15 Could you please provide a detailed Visio diagram of the network including all fiber, copper, site-to-site connectivity, fiber connection types, routing, Ethernet switching, and Wi-Fi?

A-15 That information is not available.

Q-16 How does the cellular network tie into the LAN and WLAN network today?

A-16 Not applicable. Please see A-14.

Q-17 Is the City connecting their cellular devices to the network for inbound and outbound calling?

A-17 Not applicable. Please see A-14.

Q-18 Is the City planning on converging cellular and Wi-Fi voice traffic?

A-18 Not applicable. Please see A-14.

Q-19 Could we schedule a site visit to look at the current infrastructure condition and capabilities? We can be flexible as to when and where this would take place.

A-19 Not applicable. Please see A-14.

Q-20 Would the City of Charleston consider a SIP based Hosted VoIP solution/platform with mobile phone apps for these capabilities that can be offered by us, the vendor?

A-20 Not applicable. Please see A-14.

Q-21 Does the City of Charleston currently have a contractor working on this scope of work, or projects of similar scope?

A-21 No.

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

_____, Regional Director 10/27/17

Signature of Acknowledgement Date

CNX

Company Name

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX APPLICATION

REQUEST: To Apply for funding from Charleston County for accommodations tax funding to support the 2018 Free Verse Poetry Festival in the amount of $10,000.

COMMITTEE OF COUNCIL: W&M **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	✓			✓
Cap. Proj. Cmte. Chair				
Office of Cultural Affairs	X			
Grants Manager	X		Cherie-Ann	

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City match required.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax Funding

2019 Application for Charleston County Funding

Applications must be received by 5:00 PM –
Do NOT send two-sided copies

Return applications to:
Charleston County Budget Department
4045 Bridge View Drive, Suite 221A
Charleston, SC 29405-7464

Questions should be directed to:
Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting: $10,000

Date(s) of Specific Event: (if applicable) 10/1-10/31/2018

Location of Specific Event: Charleston County – various venues

SECTION I: **ORGANIZATION INFORMATION**

Name of Organization:	City of Charleston Office of Cultural Affairs (2018 Free Verse Poetry Festival)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.freeversefestival.com

TYPE OF ENTITY (check one)

☐ **501(c)** Tax-exempt ☒ Governmental

Federal Employer Identification Number:	57-6000226

Briefly state the history and mission of your organization.

The Free Verse Festival is Charleston, South Carolina's first poetry festival. The mission of the festival is to uplift the community by providing eclectic poetry events and workshops at multiple venues in downtown Charleston and in West Ashley. The Office of Cultural Affairs is partnering with Marcus Amaker, Charleston's first Poet Laureate, to produce Charleston's second poetry festival in 2018. Along with staff from the Office of Cultural Affairs, Marcus Amaker will coordinate with the Charleston County School District to send poets into schools to promote the power and importance of the written word. Marcus Amaker, a local poet, graphic designer and musician, was named Charleston's first Poet Laureate in June of 2016. The position of Poet Laureate was established by Charleston City Council to enhance the appreciation of poetry throughout the Charleston area. As Poet Laureate, Marcus Amaker will work in conjunction with the City of Charleston Office of Cultural Affairs to implement a community outreach and education program to encourage the writing, reading and performance of poetry in Charleston; and he will commemorate the city by composing poetry (along with other local poets) that speaks to, for and of the South Carolina Lowcountry, to be presented at the annual Free Verse Festival.

Administrative Purposes Only

Date Received:		
	Valid Accommodations Purpose under State Code of Laws 6-1-530:	Yes ☐ No ☐
	IRS determination letter:	Yes ☐ No ☐
	IRS Form 990 (or Financial Statement if not required to file IRS 990):	Yes ☐ No ☐
	Audit:	Yes ☐ No ☐

If you are a Government Entity, skip to Section III.

1. REVENUE

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR BUDGET YEAR 2019

1. The Accommodations Tax is available under section 6-1-530 of the South Carolina Code of Laws for the following **tourism-related** expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of tourist-related building or facility
   C. Construction of tourist-related building or facility
   D. Beach re-nourishment

2. **Describe your request**.

We are requesting funds related to (A. Advertising and promotion of development of related tourism) to support the 2018 Free Verse Festival in Charleston, SC. With 2017 being the inaugural year for the Free Verse Festival, we expect the 2018 festival budget to grow as the festival grows and establishes itself as an annual festival in Charleston, SC. The 2018 festival budget will likely grow to $50,000 with significant marketing and promotion to cultural tourists. We are seeking funds from Charleston County's ATAX Grant Program to assist with advertising/marketing costs related to the festival. Visitors who attend the festival help our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). In addition to securing regional editorial support, we purchase advertising on Charleston-area radio stations (with a reach well beyond the tri-county area); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. **Detail of request**

OPERATING	FY 2019 AMOUNT
A. Advertising or promotion related to tourism development ☐ Television ☒ Rack Cards ☒ Radio ☐ Billboards ☒ Newspapers ☐ Mailings (Out of County) ☒ Websites ☐ Visitor's Guide ☐ Magazines ☒ Other (print and design of marketing pieces; email marketing)	**10,000**
B. Maintenance or operation of tourist-related building or facility (specify)	
CAPITAL	
C. Construction of tourist-related building or facility (specify) **Construction Period From: To:**	
D. Beach re-nourishment **Construction Period From: To:**	
TOTAL REQUEST	**10,000**

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 18 AMOUNT	FY 19 AMOUNT	FY 19 STATUS
Charleston County		**10,000**	**pending**
City of Charleston ATax	**10,000**	**15,000**	**Request due 8/2018**
TOTAL Project or Event	**10,000**	**25,000**	

SECTION IV: **SCORING SYSTEM**
For Section V

If you have questions, please contact the Charleston Area Convention & Visitors Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known
Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the Charleston County

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

Tourism Panel will assess the project in its entirety. An average of the panelists will be taken.

Each project will be rated between 1-100.

Final Calculation

Final Score =
Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X 0.2

1) Recommendations to Council will be based on the score of each entity;

2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS

1. Economic Impact Questions (Weight: 50%)

	Previous Year	Current Year (Projected)
Total Attendance	**2,000**	**4,000**
The Number of Attendees from Outside the Tri-County Area (Visitors):	**400**	**800**
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	**10%**	**25%**
Attraction or Event / Festival?	☐ Attraction (Ongoing Project, open year-round) ☒ Event / Festival (not Ongoing, not open year- round)	
Season of Event if it is one-time event:	☒ Prime Season (March, April, May, June, July, September, October) ☐ Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	☐ Yes ☒ No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (for example: survey questions, estimation methods, etc.).
Google Analytics is our primary tool for measuring total attendance numbers of tourists. We also audit response rates and geographic distribution of Constant Contact emails sent out with information and news regarding the Free Verse Festival. Attendance is also based on audited box office and ticket sales reports; and on site estimates of attendance at admission-free events.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?
Constant Contact email marketing system is used to create and send email newsletters. This program gives tools to measure impact of our email marketing so we can collect statistics about who is opening our emails, forwarding them on to others and how many times they are visiting our websites by clicking on links in our emails. We also distribute and collect surveys at many of the Festival's events, which includes questions related to how patrons learned about the events, and other specific questions.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the Media Excel attachment (5-tabs total to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR coverage, for media **outside of Charleston County**. Website data is also requested, preferably using Google Analytics. Attachments may be included in order to paint a clearer picture of the organizations marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

In the long run, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll ($):	**1,000**	**2,000**
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
Please list other sustainable impact on Charleston County and the tourism industry in the area, if any: **With a full roster of activities and events centered around the spoken word, the Free Verse Festival will animate downtown Charleston and West Ashley with poetry in places like the City Gallery, the Charleston Farmers Market, the West Ashley Farmers Market, the Charleston Gaillard Center, PURE Theatre and other venues throughout Charleston. Poetry as an art form is something that we need to expand on. There is no other festival like Free Verse Festival in the southeast and we expect to continue to attract cultural tourists who appreciate this art form and the people, places and region the festival will highlight again in 2018. In addition to providing a prominent destination event for tourists interested in the spoken word, the Free Verse Festival directly supports the area tourism industry using hotels, hospitality, and ground transportation providers for visiting artists and performers. The Festival also contributes to the local**		

quality of life and invests in the local economy through fees paid to artists, and monies spent on graphic design, printing, distribution services, hospitality, ground transportation, as well as production rental and technicians. **Building off of the Festival's comprehensive outreach programming for students and educators, Marcus Amaker (Charleston's Poet Laureate) and the Office of Cultural Affairs staff will again partner with the Charleston County School District (CCSD) to send poets into (CCSD Title I) schools to promote the power and importance of the written word. A number of poetry workshops will take place for students and educators throughout the month of October 2018.** ***Payroll figures do not include City salaried employees involved in producing the Festival.**		

4. **<u>Tourism Panel Analysis</u> (Weight: 20%)**

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
B. Copy of Internal Revenue Service *(IRS) Form 990* for the most recently completed year. (A financial statement must be substituted if an organization chooses not to file an *IRS Form 990* because their revenues are less than the threshold to file an *IRS Form 990*).
C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
    1. if a governmental agency, or;
    2. if entity's revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, sexual orientation, physical disability, veteran status, or national origin, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Accommodations Tax Funding will comply with state regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

_____

Signature Date

John J. Tecklenburg, Mayor
_____
Name and Title (please print)

Advertising in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
Facebook (targeted digital ads)	Online	National	500	unknown	3 weeks
Post & Courier	Online	Regional	500	50,000	2 weeks

Editorial/PR in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
Alaska Beyond Magazine	Online	Regional	2,000	unknown	4 weeks
WCBD News 2	TV/Online	Regional	2,000	unknown	1 week
WCIV ABC News 4	TV/Online	Regional	2,000	unknown	1 week
Charleston Magazine	Print	Regional	3,500	unknown	4 weeks
The Post & Courier	Print/Online	Regional	1,500	unknown	1 week
Charleston Scene	Print/Online	Regional	1,000	unknown	1 week
Charleston City Paper	Print/Online	Regional	900	unknown	2 weeks

Web Analytics 2017 (January 1, 2017 - December 31, 2017)

Web Measurements	Numbers
Unique Pageviews	2,813
Unique Pageviews outside of Charleston Tri-County Area	1,900
Unique Visitors	3,992
Unique Visitors outside of Charleston Tri-County Area	1,442

Planned Advertising in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
The Oxford American	Online	National	2,500	unknown	2 weeks
The Bitter Southerner	Online	National	2,500	unknown	2 weeks
The Florida Times-Union	Online	Regional	1,000	100,000	2 weeks
Atlanta Journal-Constitution	Online	Regional	1,000	100,000	2 weeks
WCSC Live 5 News	TV/Online	Regional	3,000	400,000	3 weeks

Planned Editorial/PR in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
Alaska Beyond Magazine	Online	Regional	2,000	unknown	4 weeks
WCBD News 2	TV/Online	Regional	2,000	unknown	1 week
WCIV ABC News 4	TV/Online	Regional	2,000	unknown	1 week
Charleston Magazine	Print	Regional	3,500	unknown	4 weeks
The Post & Courier	Print/Online	Regional	1,500	unknown	1 week
Charleston Scene	Print/Online	Regional	1,000	unknown	1 week
Charleston City Paper	Print/Online	Regional	900	unknown	2 weeks

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX APPLICATION

REQUEST: To Apply for funding from Charleston County for accommodations tax funding to support the 2018 Holiday Magic in Historic Charleston in the amount of $10,000.

COMMITTEE OF COUNCIL: W&M **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☑	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐		☐
Grants Manager	X	☐	Cherie	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City match required.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax Funding

2019 Application for Charleston County Funding

Applications must be received by 5:00 PM –
Do NOT send two-sided copies

Return applications to:
Charleston County Budget Department
4045 Bridge View Drive, Suite 221A
Charleston, SC 29405-7464

Questions should be directed to:
Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting: $10,000

Date(s) of Specific Event: (if applicable) 12/1-12/31/2018

Location of Specific Event: Charleston County – various venues

SECTION I: **ORGANIZATION INFORMATION**

Name of Organization:	City of Charleston Office of Cultural Affairs (2018 Holiday Magic in Historic Charleston)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.charlestonarts.org

TYPE OF ENTITY (check one)

☐ **501(c)** Tax-exempt ☒ Governmental

Federal Employer Identification Number:	57-6000226

Briefly state the history and mission of your organization.

Holiday Magic in Historic Charleston is a month-long festival produced by the City of Charleston that complements "Christmas in Charleston" promotional efforts to attract visitors to Charleston during the holiday season. Events under its umbrella include the Tree Lighting Ceremony at Marion Square, the Holiday Parade on Broad and King Streets, the Holiday Parade of Boats on Charleston Harbor, Chanukah in the Square, Kwanzaa kinara lighting, special extended Saturday and Sunday schedules for the Charleston Farmers Market, and Happy New Year Charleston, an admission-free, alcohol-free, and family-friendly event at Marion Square on New Year's Eve. The Office of Cultural Affairs works cooperatively with several other city departments to coordinate the holiday décor that adorns city street lights on King and Broad Streets, Charleston City Hall, Market Hall, Marion Square and other civic spaces. Our Arts in Charleston Calendar is used to promote all of the holiday happenings, arts and culture events, concerts and exhibitions in Charleston during December and over 107,000 parking vouchers, good for 2 hours of free parking in select garages in Downtown Charleston, are made available to the public as printed fliers and via digital download.

Administrative Purposes Only		
Date Received:	Valid Accommodations Purpose under State Code of Laws 6-1-530:	Yes ☐ No ☐
	IRS determination letter:	Yes ☐ No ☐
	IRS Form 990 (or Financial Statement if not required to file IRS 990):	Yes ☐ No ☐
	Audit:	Yes ☐ No ☐

If you are a Government Entity, skip to Section III.

1. REVENUE

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR BUDGET YEAR 2019

1. The Accommodations Tax is available under section 6-1-530 of the South Carolina Code of Laws for the following **tourism-related** expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of tourist-related building or facility
   C. Construction of tourist-related building or facility
   D. Beach re-nourishment

2. **Describe your request**.

We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2018 Holiday Magic in Historic Charleston celebration in Charleston, SC. The festival's annual budget is approximately $150,000. We are seeking funds from Charleston County's ATAX Grant Program to assist with advertising/marketing costs related to the festival. Half of the festival's 70,000 attendees are visitors to the area which helps our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). In addition to securing regional editorial support, we purchase advertising on Charleston-area television stations (which reach well beyond the Tri-County Area); radio stations (in market); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. **Detail of request**

OPERATING	FY 2019 AMOUNT
A. Advertising or promotion related to tourism development ☒ Television ☐ Rack Cards ☒ Radio ☐ Billboards ☒ Newspapers ☐ Mailings (Out of County) ☒ Websites ☐ Visitor's Guide ☒ Magazines ☒ Other (email marketing; social media marketing; creative fees)	10,000
B. Maintenance or operation of tourist-related building or facility (specify)	
CAPITAL	
C. Construction of tourist-related building or facility (specify) **Construction Period From: To:**	
D. Beach re-nourishment **Construction Period From: To:**	
TOTAL REQUEST	10,000

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 18 AMOUNT	FY 19 AMOUNT	FY 19 STATUS
Charleston County	6,234.00	10,000	pending
City of Charleston ATax	75,000	75,000	Request due 8/2018
TOTAL Project or Event	81,234	85,000	

SECTION IV: **SCORING SYSTEM**
For Section V

If you have questions, please contact the Charleston Area Convention & Visitors

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known
Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the Charleston County

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

Tourism Panel will assess the project in its entirety. An average of the panelists will be taken.

Each project will be rated between 1-100.

Final Calculation

Final Score =
Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X 0.2

1) Recommendations to Council will be based on the score of each entity;

2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS

1. Economic Impact Questions (Weight: 50%)

	Previous Year	Current Year (Projected)
Total Attendance	**70,000**	**70,000**
The Number of Attendees from Outside the Tri-County Area (Visitors):	**35,000**	**35,000**
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	**50%**	**50%**
Attraction or Event / Festival?	☐ Attraction (Ongoing Project, open year-round) ☒ Event / Festival (not Ongoing, not open year- round)	
Season of Event if it is one-time event:	☐ Prime Season (March, April, May, June, July, September, October) ☒ Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	☐ Yes ☒ No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (for example: survey questions, estimation methods, etc.).
The total attendance numbers are based on estimation of attendance in consultation with police officers on site; and the redemption rate of parking vouchers. The ratio of non-residents is based on a statistical review of website visitation and email open rate/click-through based on geographic distribution (Google analytics and Constant Contact platforms); survey responses and anecdotal feedback.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?
This information is reflected in the survey responses received and information provided by the Charleston Area Convention & Visitors Bureau.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the Media Excel attachment (5-tabs total to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR coverage, for media **outside of Charleston County**. Website data is also requested, preferably using Google

Analytics. Attachments may be included in order to paint a clearer picture of the organizations marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

In the long run, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll ($):	**$3,000**	**$3,000**
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
Please list other sustainable impact on Charleston County and the tourism industry in the area, if any: **Holiday Magic in Historic Charleston is widely promoted in editorial and paid publicity, helping to build Charleston's "brand" as a leading tourist destination. Holiday Magic events, bolstered by CVB efforts and the hospitality industry's outreach to encourage visitors to Charleston in December, collectively contribute to the sustainability of the area's tourism industry.** **Holiday Magic events also provide paid engagements for local artists and performers, showcasing their talents and promoting their own holiday productions, with additional financial resources committed locally for graphic design services, printing, technical production and equipment rental.** ***Payroll figures do not include City salaried employees involved in producing Holiday Magic; only part-time hourly and seasonal hires are included, as their payroll is drawn from the project budget.**		

4. **<u>Tourism Panel Analysis</u> (Weight: 20%)**

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
B. Copy of Internal Revenue Service *(IRS) Form 990* for the most recently completed year. (A financial statement must be substituted if an organization chooses not to file an *IRS Form 990* because their revenues are less than the threshold to file an *IRS Form 990*).
C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
    1. if a governmental agency, or;
    2. if entity's revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, sexual orientation, physical disability, veteran status, or national origin, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Accommodations Tax Funding will comply with state regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature Date

John J. Tecklenburg, Mayor
Name and Title (please print)

Advertising in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
iHeart Radio	Radio	National	1,500	50,000	2 weeks
Cumulus (Myrtle Beach, SC)	Radio	Regional	1,500	80,000	2 weeks
Facebook	Digital	National	1,500	200,000	2 weeks

Editorial/PR in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
WCBD News 2	TV/Online	Regional	unknown	unknown	1 week
WSAZ-TV News 3	TV/Online	Regional	unknown	unknown	1 week
the Atlanta Journal-Constitution	Newspaper/Online	Regional	unknown	unknown	1 week
Burlington Times News	Online	Regional	unknown	unknown	1 week
Live 5 News WCSC	TV/Online	Regional	unknown	unknown	1 week
ABC News 4	TV/Online	Regional	unknown	unknown	1 week
Go Blue Ridge	Online	Regional	unknown	unknown	1 week
The Knot	Online	National	unknown	unknown	1 week
Moultrie News	Newspaper/Online	Regional	unknown	unknown	1 week
Charleston City Paper	Newspaper/Online	Regional	unknown	unknown	1 week
Post & Courier	Newspaper/Online	Regional	unknown	unknown	1 week
Charleston Chronicle	Newspaper/Online	Regional	unknown	unknown	1 week
Charleston Currents	Online	Regional	unknown	unknown	1 month
Holy City Sinner	Online	Regional	unknown	unknown	2 weeks
Bull Dog Tours	Online	Regional	unknown	unknown	2 weeks
Max Crosby Construction	Online	Regional	unknown	unknown	1 week
North Charleston Coliseum	Online	Regional	unknown	unknown	1 week
Beach Walker	Online	Regional	unknown	unknown	1 week
Charleston Family Fun	Online	Regional	unknown	unknown	1 week
Heineman Design	Online	Regional	unknown	unknown	1 week
Francis Marion Hotel	Online	Regional	unknown	unknown	1 week
Charleston Real Estate Link	Online	Regional	unknown	unknown	1 week
Christmas In Charleston	Online	Regional	unknown	unknown	2 weeks
Charleston CVB	Online	Regional	unknown	unknown	2 weeks
Constant Contact	Online (Email Marketing)	National	270/month	35,000	4 weeks
Charleston Farmers Market Twitter Page	Online	National	unknown	4,464	1 year
Charleston Farmers Market Facebook Page	Online	National	unknown	11,821	1 year
Charleston Farmers Market Instagram Page	Online	National	unknown	17,700	1 year
City of Charleston Facebook Page	Online	National	unknown	34,772	1 year

Web Analytics 2017 (January 1, 2017 - December 31, 2017)

Web Measurements	Numbers
Unique Pageviews	28,267
Unique Pageviews outside of Charleston Tri-County Area	15,609
Unique Visitors	14,903
Unique Visitors outside of Charleston Tri-County Area	9,159

Planned Advertising in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
Atlanta Journal-Constitution	Online	Regional	1,000	100,000	2 weeks
Asheville Citizen-Times	Online	Regional	1,000	100,000	2 weeks
Charlotte Observer	Online	Regional	1,000	100,000	2 weeks
The State (Columbia, SC)	Online	Regional	1,000	100,000	3 weeks
Post & Courier	Online	Regional	1,000	100,000	3 weeks
WCSC Live 5 News	TV/Online	Regional	2,000	400,000	1 week
WCBD Live 2 News	TV/Online	Regional	1,900	300,000	1 week
WCIV Live 4 News	TV/Online	Regional	2,000	350,000	2 weeks

Planned Editorial/PR in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
Southern Living Magazine	Newspaper	National	unknown	unknown	1 week
ABC News 4	TV/Online	Regional	unknown	unknown	1 week
NBC News 2	TV/Online	Regional	unknown	unknown	1 week
Live 5 News	TV/Online	Regional	unknown	unknown	1 week
The Times & Democrat	Newspaper	Regional	unknown	unknown	1 week
Constant Contact	Online (Email Marketing)	National	270/month	35,000	1 year
Charleston Farmers Market Twitter Page	Online	National	unknown	4,464	1 year
Charleston Farmers Market Instagram Page	Online	National	unknown	17,700	1 year
Charleston Farmers Market Facebook Page	Online	National	unknown	11,821	1 year
City of Charleston Facebook Page	Online	National	unknown	34,772	1 year

COMMITTEE / COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX APPLICATION

REQUEST: To Apply for funding from Charleston County for accommodations tax funding to support the 2019 Piccolo Spoleto Festival, in the amount of $15,000.

COMMITTEE OF COUNCIL: W&M **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☑	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐		☐
Grants Manager	X	☐	Cherie-A. Cole	☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City match required.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax Funding

2019 Application for Charleston County Funding

Applications must be received by 5:00 PM –
Do NOT send two-sided copies

Return applications to:
Charleston County Budget Department
4045 Bridge View Drive, Suite 221A
Charleston, SC 29405-7464

Questions should be directed to:
Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting: $15,000

Date(s) of Specific Event: (if applicable) 5/24-6/9/2019

Location of Specific Event: Charleston County – various venues

SECTION I: **ORGANIZATION INFORMATION**

Name of Organization:	City of Charleston Office of Cultural Affairs (2019 Piccolo Spoleto Festival)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.piccolospoleto.org; www.charlestonarts.org

TYPE OF ENTITY (check one)

☐ **501(c)** Tax-exempt ☒ Governmental

Federal Employer Identification Number:	57-6000226

Briefly state the history and mission of your organization.

Piccolo Spoleto was designed and launched in 1979 by the City of Charleston Office of Cultural Affairs (OCA) together with a group of arts professionals representing all of the arts disciplines from the Lowcountry cultural community to provide a local complement to Spoleto Festival USA. Since its inception as the official outreach arm of Spoleto Festival USA, Piccolo Spoleto has provided access for everyone to the festival experience by presenting a large share of its programs free of charge and creating a platform on which local and regional artists have the opportunity to perform. In the process, Piccolo Spoleto has been building audiences for Spoleto Festival and the regional arts community in general. Piccolo Spoleto runs simultaneously with Spoleto Festival USA for 17 days attracting over 160,000 attendees.

Administrative Purposes Only

Date Received:

Valid Accommodations Purpose under State Code of Laws 6-1-530:	**Yes ☐ No ☐**
IRS determination letter:	**Yes ☐ No ☐**
IRS Form 990 (or Financial Statement if not required to file IRS 990):	**Yes ☐ No ☐**
Audit:	**Yes ☐ No ☐**

SECTION II: GENERAL FINANCIAL INFORMATION

If you are a Government Entity, skip to Section III.

1. REVENUE

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR BUDGET YEAR 2019

1. The Accommodations Tax is available under section 6-1-530 of the South Carolina Code of Laws for the following **tourism-related** expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of tourist-related building or facility
   C. Construction of tourist-related building or facility
   D. Beach re-nourishment

2. **Describe your request.**

We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2018 Piccolo Spoleto Festival in Charleston, SC. Piccolo's annual budget is approximately $850,000 which includes 60% from earned income such as ticket sales (the rest of budget comes from grants and contributed income). We are seeking funds from Charleston County's ATAX Grant Program to assist with advertising/marketing costs related to the festival. 53% of Piccolo's 160,000 attendees are visitors to the area which helps our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). We purchase advertising on Charleston-based television stations (which have a reach into areas outside of the Tri-County Area); radio stations (both in market and out of market); websites and e-newsletters (national/international reach); and print (both in market and out of market).

3. **Detail of request**

OPERATING	FY 2019 AMOUNT
A. Advertising or promotion related to tourism development ☒ Television ☒ Rack Cards ☒ Radio ☐ Billboards ☒ Newspapers ☒ Mailings (Out of County) ☒ Websites ☐ Visitor's Guide ☒ Magazines ☒ Other (email marketing; social media marketing; creative fees)	15,000
B. Maintenance or operation of tourist-related building or facility (specify)	
CAPITAL	
C. Construction of tourist-related building or facility (specify) **Construction Period From: To:**	
D. Beach re-nourishment **Construction Period From: To:**	
TOTAL REQUEST	15,000

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 18 AMOUNT	FY 19 AMOUNT	FY 19 STATUS
Charleston County	9,184.00	15,000	pending
City of Charleston ATax	75,000	75,000	Request due 8/2018
TOTAL Project or Event	84,184	90,000	

SECTION IV: **SCORING SYSTEM**
For Section V

If you have questions, please contact the Charleston Area Convention & Visitors

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known
Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the Charleston County

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

Tourism Panel will assess the project in its entirety. An average of the panelists will be taken.

Each project will be rated between 1-100.

Final Calculation

Final Score =
Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X 0.2

1) Recommendations to Council will be based on the score of each entity;

2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS

1. Economic Impact Questions (Weight: 50%)

	Previous Year	Current Year (Projected)
Total Attendance	**160,000**	**160,000**
The Number of Attendees from Outside the Tri-County Area (Visitors):	**84,800**	**84,800**
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	**53%**	**53%**
Attraction or Event / Festival?	☐ Attraction (Ongoing Project, open year-round) ☒ Event / Festival (not Ongoing, not open year- round)	
Season of Event if it is one-time event:	☒ Prime Season (March, April, May, June, July, September, October) ☐ Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	☐ Yes ☒ No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (for example: survey questions, estimation methods, etc.).
Attendance numbers are based on audited box office and ticket sales; and on site estimates of attendance at admission-free events. Ratio of non-residents based on web and email analytics, box office data for geographic reach, audience surveys, and anecdotal feedback.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?
Audience surveys and feedback provided to box office personnel and festival information desk staff.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the Media Excel attachment (5-tabs total to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR coverage, for media **outside of Charleston County**. Website data is also requested, preferably using Google Analytics. Attachments may be included in order to paint a clearer picture of the organizations marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

In the long run, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll ($):	**$75,000**	**$75,000**
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
Please list other sustainable impact on Charleston County and the tourism industry in the area, if any: **In addition to providing a prominent destination event for tourists interested in arts and culture, Piccolo Spoleto also directly supports the area tourism industry using hotels, hospitality and ground transportation providers for visiting artists and performers. The Festival also contributes to the local quality of life and invests in the local economy through fees paid to artists, and monies spent on graphic design, printing, distribution services, as well as production rental and technicians.** ***Payroll reflects only part-time and seasonal employees for Piccolo Spoleto. City of Charleston salaried employees are not reflected in this line item, as they are not paid from the Festival budget.**		

4. <u>Tourism Panel Analysis</u> (Weight: 20%)

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

<u>The following attachments MUST be submitted with your application. If not, your application will NOT be considered.</u>

A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
B. Copy of Internal Revenue Service *(IRS) Form 990* for the most recently completed year. (A financial statement must be substituted if an organization chooses not to file an *IRS Form 990* because their revenues are less than the threshold to file an *IRS Form 990*).
C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
    1. if a governmental agency, or;
    2. if entity's revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, sexual orientation, physical disability, veteran status, or national origin, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Accommodations Tax Funding will comply with state regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

_____

Signature Date

John J. Tecklenburg, Mayor
_____
Name and Title (please print)

Advertising in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
News 2 WCBD NBC	TV/Online	Regional	2,515	28 spots	1 week
WCSC Live 5	TV/Online	Regional	1,575	20 spots	1 week
WCIV News 4	TV/Online	Regional	2,500	20 spots	1 week
Facebook (targeted digital ads)	Online	National	1,200	unknown	5 weeks
WCBD (targeted digital ads)	Online	Regional	1,000	125,000 impressions	2 weeks
Apex 96.1 FM	Radio	Regional	600	35 spots	1 week
Cumulus 95.1 FM	Radio	Regional	798	90 spots	1 week
The Post & Courier & Charleston Scene	Online	Regional	1,000	172,000 impressions	2 weeks
Charleston City Paper	Newspaper/Online	Regional	675	35,000/120,000	2 weeks
West Of	Newspaper/Online	Regional	2,000	16,000/66,521	2 weeks
iHeart 103.5	Radio	Regional	500	46 spots	1 week
The Charleston Chronicle	Newspaper	Regional	350	6,000 print	1 week

Editorial/PR in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
Charlotte Observer	Newspaper/Online	Regional	unknown	unknown	1 week
Winston-Salem Journal (North Carolina)	Online	Regional	unknown	67,626	1 week
12 WSFA (Alabama)	Online	Regional	unkown	unknown	1 month
Charleston City Paper	Newspaper/Online	Regional	unkown	unknown	1 week/daily
West Of (West Ashley)	Newspaper	Regional	unknown	unknown	1 week
Post & Courier - Charleston Scene	Newspaper/Online	Regional	unknown	unknown	1 week/daily
Island Eye News	Online	Regional	unknown	5,311	1 week
Moultrie News	Online	Regional	unknown	unknown	1 week
Holy City Sinner	Online	Regional	unknown	unknown	daily
Charleston Currents	Online	Regional	unknown	unknown	daily
Walterboro Live	Online	Regional	unknown	unknown	daily
The College Today	Online	Regional	unknown	unknown	daily
The Times & The Democrat	Online	Regional	unknown	unknown	daily
Live 5 News	TV/Online	Regional	unknown	31,800	daily
WCBD News 2	TV/Online	Regional	unknown		daily
Charleston Mercury	Online	Regional	unknown	unknown	daily
Charleston Regional Business Journal	Online	Regional	unknown	unknown	daily
WIS News 10	Online	Regional	unkown	unknown	daily
SC now	Online	Regional	unknown	unknown	daily
Broadway World	Online	National	unknown	unknown	daily
Carolina Art News	Online	Regional	unknwon	unknwon	daily
CSU Campus News	Online	Regional	unknown	unknown	daily
Tidelines Blog	Online	Regional	unknown	unknwon	daily
Charleston Jazz	Online	Regional	uknown	unknown	daily
The Summerville Journal Scene	Online	Regional	unknown	unknown	daily
CharlestonCVB	Online	Regional	unknown	unknown	1 week
Where West and Magazine	Online	Regional	unknown	unknown	daily
Charleston Style & Design Magazine	Print/Online	Regional	unknown	unknown	quarterly/daily
Piccolo Spoleto Festival Facebook	Online	National	unknown	6,344	1 year
Piccolo Spoleto Festival Twitter	Online	National	unknown	5350	1 year
Piccolo Spoleto Festival Instagram	Online	National	unknown	1,244	1 year

Web Analytics 2017 (January 1, 2017 - December 31, 2017)

Web Measurements	Numbers
Unique Pageviews	60,497
Unique Pageviews outside of Charleston Tri-County Area	29,479
Unique Visitors	30,878
Unique Visitors outside of Charleston Tri-County Area	16,434

Planned Editorial/PR in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
The Charlotte Observer	Online	Regional	unknown	unknown	1 week
SCNow.com	Online	Regional	unknown	unknown	1 week
The Times & Democrat	Online	Regional	unknown	unknown	1 week
The Greenville News	Online	Regional	unknown	unknown	1 week
SC Arts Hub	Online	Regional	unknown	unknown	1 week
Broadway World	Online	National	unknown	unknown	1 week
SCETV	Radio	Regional	unknown	unknown	3 weeks
Discover South Carolina	Online	Regional	unknown	unknown	2 weeks
The Post & Courier	Online	Regional	unknown	unknown	2 weeks
Charleston City Paper	Online	Regional	unknown	unknown	2 weeks
West Of	Online	Regional	unknown	unknown	1 week
Lowcountry Live ABC News 4	TV/Online	Regional	unknown	unknown	1 week
WCBD News 2	TV/Online	Regional	unknown	unknown	1 week
Constant Contact	Online	National	270/month	35,000	1 year
Piccolo Spoleto Festival Instagram Page	Online	National	unknown	1244	1 year
Piccolo Spoleto Festival Facebook Page	Online	National	unknown	6,344	1 year
Piccolo Spoleto Festival Twitter Page	Online	National	unknown	5,350	1 year

Planned Advertising in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
The Charlotte Observer	Online	Regional	1,000	109,000	3 weeks
The Atlanta Journal-Constitution	Online	Regional	1,000	110,000	3 weeks
The Florida-Times Union (Jacksonville, FL)	Online	Regional	1,000	110,000	2 weeks
The State Newspaper (Go Columbia)	Newspaper	Regional	1,500	170,000	3 weeks
WFAE 90.7 (Charlotte, NC)	Radio	Regional	900	38,000	2 weeks
The Post & Courier	Online	Regional	1,000	108,000	2 weeks
Cumulus (107.3, 95.1)	Radio	Regional	2,000	117 spots	2 weeks
WACH FOX 57 (Columbia, SC)	TV/Online	Regional	4,000	200,000	3 weeks
WCSC Live 5 News	TV/Online	Regional	4,000	320,000	3 weeks
WCBD Live 2 News	TV/Online	Regional	4,000	203,000	3 weeks

COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX APPLICATION

REQUEST: To Apply for funding from Charleston County for accommodations tax funding for the 2018 MOJA Arts Festival in the amount of $15,000.

COMMITTEE OF COUNCIL: W&M **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X			
Cap. Proj. Cmte. Chair				
Office of Cultural Affairs	X			
Grants Manager	X		Phenie-Ann Lasta	

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

Does this document need to be recorded at the RMC's Office? Yes ☐ No X

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City match required.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Local Accommodations Tax Funding

2019 Application for Charleston County Funding

Applications must be received by 5:00 PM –
Do NOT send two-sided copies

Return applications to:
Charleston County Budget Department
4045 Bridge View Drive, Suite 221A
Charleston, SC 29405-7464

Questions should be directed to:
Audrey Parker
aparker@charlestoncounty.org

Amount you are requesting: $15,000

Date(s) of Specific Event: (if applicable) 9/27-10/7/2018

Location of Specific Event: Charleston County – various venues

SECTION I: **ORGANIZATION INFORMATION**

Name of Organization:	City of Charleston Office of Cultural Affairs (2018 MOJA Arts Festival)
Contact Name and Title:	Scott Watson, Director, Office of Cultural Affairs
Mailing Address:	75 Calhoun Street, Suite 3800, Charleston, SC 29401
Phone Number:	(843) 720-3885
Fax Number:	(843) 720-3967
Email Address:	watsons@charleston-sc.gov
Website:	www.mojafestival.org; www.charlestonarts.org

TYPE OF ENTITY (check one)

☐ **501(c)** Tax-exempt ☒ Governmental

Federal Employer Identification Number:	57-6000226

Briefly state the history and mission of your organization.

Founded by the City of Charleston Office of Cultural Affairs in 1979, the MOJA Arts Festival (created under the name of the Charleston Black Arts Festival) remains a vital community event with a regional and national profile celebrating the Lowcountry's African-American & Caribbean arts and culture. This 11-day festival annually brings together roughly 60,000 people with a comprehensive program of events and presentations featuring the visual arts, classical music, theater, poetry, storytelling, dance, jazz, gospel, R&B, children's activities, and traditional crafts. MOJA's mission is built around the concept of building bridges of understanding and respect for the beauty of artistic and cultural expression among people from all parts of the community. Outreach is a crucial component of MOJA, with over half the events presented admission-free and other free tickets and/or special accommodations given to students, educators, low-income senior citizens, disabled veterans and others. MOJA continues to be an annual highlight of the autumn cultural calendar and continues to attract patrons from around the country.

Administrative Purposes Only

Date Received: **Valid Accommodations Purpose under State Code of Laws 6-1-530:** Yes ☐ No ☐
IRS determination letter: Yes ☐ No ☐

SECTION II: GENERAL FINANCIAL INFORMATION

If you are a Government Entity, skip to Section III.

1. REVENUE

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Contributions, and Grants		
Program Service Revenue		
Investment Income		
Other		
TOTAL		

2. EXPENSES

	FY 2017 (Form 990)	FY 2018 (Current Budget)
Grants Paid		
Benefits Paid for Members		
Salaries and Fringe Benefits		
Fundraising		
Other		
TOTAL		

SECTION III: FUNDING REQUEST FOR BUDGET YEAR 2019

1. The Accommodations Tax is available under section 6-1-530 of the South Carolina Code of Laws for the following **tourism-related** expenditures:
   A. Advertising and promotion of development related to tourism
   B. Maintenance or operation of tourist-related building or facility
   C. Construction of tourist-related building or facility
   D. Beach re-nourishment

2. **Describe your request**.

We are requesting funds related to (A. Advertising and promotion of development related to tourism) to support the 2018 MOJA Arts Festival in Charleston, SC. MOJA's annual budget is approximately $200,000, which includes 35% from earned income (such as ticket sales, concessions, merchandise), with the balance coming from grants and contributed income. We are seeking funds from Charleston County's ATAX Grant Program to assist with the advertising and marketing costs related to the Festival. 35% of MOJA's 60,000 participants are visitors to the area, helping our local economy by generating hotel room revenue (ATAX fees), restaurant meal revenue (Hospitality Tax fees) and gift shop and retail purchases (Sales Tax fees). We purchase advertising on Charleston-region television stations (which have a reach into areas outside of the Tri-County Area); radio stations (both in market and out of market); websites and email newsletters (national/international reach); and print outlets (both in market and out of market).

3. **Detail of request**

OPERATING	FY 2019 AMOUNT
A. Advertising or promotion related to tourism development ☒ Television ☒ Rack Cards ☒ Radio ☐ Billboards ☒ Newspapers ☒ Mailings (Out of County) ☒ Websites ☐ Visitor's Guide ☒ Magazines ☒ Other (email marketing; social media marketing; creative fees)	15,000
B. Maintenance or operation of tourist-related building or facility (specify)	
CAPITAL	
C. Construction of tourist-related building or facility (specify) **Construction Period From: To:**	
D. Beach re-nourishment **Construction Period From: To:**	
TOTAL REQUEST	15,000

4. **List funds received or requested for tourism-related expenses**

SOURCE	FY 18 AMOUNT	FY 19 AMOUNT	FY 19 STATUS
Charleston County	7,335.00	15,000	pending
City of Charleston ATax	75,000	75,000	Request due 8/2018
SCPRT TAG Grant	5,004.00	6,000	Request due 3/2018
TOTAL Project or Event	87,339	96,000	

SECTION IV: **SCORING SYSTEM**
For Section V

If you have questions, please contact the Charleston Area Convention & Visitors Bureau (CVB) at 843-853-8000

1. Economic Impact Calculation (Weight: 50%)

The number of visitors this year X daily spending X Length of stay = Total Direct Impact
Replace them with average daily spending if not known
Total Direct Impact => IMPLAN Model => Total Tax dollars Generated for the Charleston County

Adjusted by ongoing/one-time event and busy/slow season

Each project will be rated between 1-100.

2. Media & Marketing Impact Calculation (Weight: 20%)

Tourism Panel will assess the impact of marketing / media coverage. An average of the panelists will be taken.

Each project will be rated between 1-100.

3. Community Impact Calculation (Weight: 10%)

Total investment in the Charleston community

Each project will be rated between 1-100.

4. Tourism Panel (Weight: 20%)

Tourism Panel will assess the project in its entirety. An average of the panelists will be taken.

Each project will be rated between 1-100.

Final Calculation

Final Score =
Economic Impact X 0.5 + Media Impact X 0.2 + Community Impact X 0.1 + Expert Score X 0.2

1) Recommendations to Council will be based on the score of each entity;

2) If the total request from all entities exceeds the available funding, recommendations to Council will be made based on the available funding.

SECTION V: TOURISM IMPACT ANALYSIS

1. Economic Impact Questions (Weight: 50%)

	Previous Year	Current Year (Projected)
Total Attendance	**60,000**	**60,000**
The Number of Attendees from Outside the Tri-County Area (Visitors):	**21,000**	**21,000**
The percentage of all visitors who traveled to Charleston specifically for the event/attraction:	**35%**	**35%**
Attraction or Event / Festival?	☐ Attraction (Ongoing Project, open year-round) ☒ Event / Festival (not Ongoing, not open year- round)	
Season of Event if it is one-time event:	☒ Prime Season (March, April, May, June, July, September, October) ☐ Shoulder Season (November, December, January, February, August)	
Is this a start-up project?	☐ Yes ☒ No	

The daily spending and average length of stay of visitors will be determined by the CVB/CofC using the most current data.

What methods did you use to calculate the total attendance and the total number of non-residents? Please be specific (for example: survey questions, estimation methods, etc.).
Attendance numbers are based on audited box office and ticket sales reports; and on site estimates of attendance at admission-free events. The ratio of non-residents is based on web and email analytics, box office data for geographic reach, audience surveys, and anecdotal feedback.

What methods did you use to estimate the visitor spending, length of stay, and percentage of visitors who specifically came for the events/attractions?
Audience surveys and feedback were provided to box office personnel and festival information desk staff.

2. Media & Marketing Impact Questions (Weight: 20%)

Media and marketing exposure promotes visitation and attendance for events, festivals and other tourism-related activities. This effort also helps to increase interest for subsequent years, which is extremely important for annual and recurring events. In addition, this exposure further enhances the image of Charleston County as a visitor destination, which encourages visitation throughout the rest of the year.

Please use the Media Excel attachment (5-tabs total to complete) to list the media and marketing coverage for this project, to include paid-space advertising and editorial / PR coverage, for media **outside of Charleston County**. Website data is also requested, preferably using Google

Analytics. Attachments may be included in order to paint a clearer picture of the organizations marketing strategy, including broadcast, print, electronic and other advertising mediums.

3. Community Impact Questions (Weight: 10%)

The impact of your project may extend well beyond any capital investment, jobs created, and visitors it attracts. Some of these other benefits may include preserving and promoting a cultural/ heritage asset of the community, and improving the quality of life for county residents as a result of the project.

In the long run, what aspects of the project will benefit the Charleston community?

	Previous Year	Current Year (Projected)
Your total annual payroll ($):	**5,000**	**5,000**
Total money spent or budgeted on construction or renovation of physical and permanent structure/properties, if any:		
Please list other sustainable impact on Charleston County and the tourism industry in the area, if any: In addition to providing a prominent destination event for tourists interested in African-American heritage and culture, the MOJA Arts Festival also directly supports the area tourism industry using hotels, hospitality and ground transportation providers for visiting artists and performers. The Festival also draws tourists to key amenities and facilities, often introducing them to venues like Volvo Cars Stadium, The Joe, the College of Charleston's Cistern Yard, Magnolia Plantation and the Charleston Gaillard Center. The Festival also contributes to the local quality of life and invests in the local economy through fees paid to artists, and monies spent on graphic design, printing, distribution services, hospitality, ground transportation, as well as production rental and technicians. The MOJA Arts Festival also draws attention to local cultural assets and historic heritage sites that are critical to the community, while equally improving quality of life and access to the arts and culture through a comprehensive program of student, youth and senior outreach programming. The MOJA Arts Festival will continue		

immersing audiences in arts and traditions that are deeply rooted in Africa and highlight this history, culture and art in the South Carolina Lowcountry through a number of art forms. *Payroll reflects only part-time and seasonal employees for MOJA. City of Charleston salaried employees are not reflected in this line item, as they are not paid from the MOJA project budget. The figure reported does not include artist fees, compensation for contract employees, or payments for professional services.		

4. <u>Tourism Panel Analysis</u> (Weight: 20%)

Five tourism professionals will assess the degree of importance of this project to the further development of the Charleston area's tourism economy.

The following attachments MUST be submitted with your application. If not, your application will NOT be considered.

A. The Internal Revenue Service (IRS) tax status determination letter (not applicable to governmental agencies).
B. Copy of Internal Revenue Service *(IRS) Form 990* for the most recently completed year. (A financial statement must be substituted if an organization chooses not to file an *IRS Form 990* because their revenues are less than the threshold to file an *IRS Form 990*).
C. Copy of *Annual Audit* performed by a Certified Public Accountant (CPA):
    1. if a governmental agency, or;
    2. if entity's revenues are $1,000,000 or more in the last completed fiscal year.

I hereby certify that I am an authorized signatory for the applicant organization and that this organization does not discriminate on the basis of race, color, age, sex, religion, sexual orientation, physical disability, veteran status, or national origin, and that all funds that may be received by applicant organization from the County of Charleston will be solely used for the purposes set forth in this application and will comply with all laws and statutes. In particular, organizations receiving Accommodations Tax Funding will comply with state regulations requiring funds be utilized only for purposes as set forth in the Accommodations Tax Statute.

Signature Date

John J. Tecklenburg, Mayor
Name and Title (please print)

Advertising in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
The Charlotte Post	Newspaper	Regional	570	22,305	3 weeks
The State (Go Columbia)	Newspaper	Regional	625	100,000	3 weeks
Facebook	Online	National	1,133	135,483	6 weeks
City Paper	Online	Regional	675	33460	2 weeks
The State (Go Columbia)	Online	Regional	625	122980	3 weeks
Post & Courier	Online	Regional	1,000	102,975	2 weeks
News 2 WCBD	TV	Regional	2,500	77,381	2 weeks
Live 5 News WCSC	TV	Regional	2,500	75,000	2 weeks
WCIV ABC News	TV	Regional	2,500	72,400	2 weeks
Cumulus (Columbia, SC)	Radio	Regional	1,500	175,000	3 weeks
Alpha Media	Radio	Regional	1,000	115,200	2 weeks
Cumulus (Myrtle Beach, SC)	Radio	Regional	900	60,000	2 weeks

Editorial/PR in 2017

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
Charleston City Paper	Newspaper/Online	Regional	unknown	unknown	1 week/daily
The Post & Courier	Newspaper/Online	Regional	unknown	unknown	1 week/daily
Charleston Chronicle	Newspaper/Online	Regional	unknown	6,000	1 week
News 2	Online	Regional	unknown	unknown	daily
ABC News 4	Online	Regional	unknown	unknown	daily
The Charolette Post	Newspaper	Regional	unknown	22,305	1 week
MOJA 2017 Facebook page	Online	National	unknown	4,292	1 year
MOJA 2017 Twitter page	Online	National	unknown	531	1 year
CharlestonCVB	Online	Regional	unknown	unknown	daily
Orange Coast Magazine	Online	National	unknown	unknown	1 month
Constant Contact	Online	National	$270/month	17,500	2 weeks
MOJA Arts Festival Facebook Page	Online	National	unknown	4,396	1 year
MOJA Arts Festival Twitter Page	Online	National	unknown	552	1 year

Web Analytics 2017 (January 1, 2017 - December 31, 2017)

Web Measurements	Numbers
Unique Pageviews	70,111
Unique Pageviews outside of Charleston Tri-County Area	46,182
Unique Visitors	22,679
Unique Visitors outside of Charleston Tri-County Area	16,563

Planned Advertising in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Cost ($)	Circulation/Audience Size	Length of Coverage
The Florida Times-Union (Jacksonville, FL)	Online	Regional	1,000	100,000	2 weeks
Greensboro News & Record	Online	Regional	1,000	100,000	2 weeks
Charlotte Observer	Online	Regional	1,000	100,000	2 weeks
Atlanta Journal-Constitution	Online	Regional	1,000	150,000	2 weeks
APEX Broadcasting	Radio	Regional	800	305,000	2 weeks
Big DM 101FM (Columbia, SC)	Radio	Regional	800	300,000	2 weeks
Cumulus	Radio	Regional	1,000	150,000	2 weeks
WACH FOX 57 (Columbia, SC)	TV/Online	Regional	2,500	200,000	3 weeks
WCSC Live 5	TV/Online	Regional	3,000	400,000	3 weeks
WCBD Live 2	TV/Online	Regional	3,000	250,000	3 weeks
WCIV Live 4	TV/Online	Regional	3,000	300,000	4 weeks

Planned Editorial/PR in 2018

** Note: please ignore coverage that is mostly local.*

Media Name	Media Type (TV, Radio, Newspaper, online, etc.)	National or Regional	Estimated Value ($)	Circulation/Audience Size	Length of Coverage
The Times & Democrat	Online	Regional	unknown	unknown	1 week
The Charlotte Observer	Online	Regional	unknown	unknown	1 week
South Carolina Information Highway	Online	Regional	unknown	unknown	1 week
South Carolina Black News	Online	Regional	unknown	unknown	1 week
South Carolina Arts Hub	Online	Regional	unknown	unknown	1 week
The Post & Courier	Online	Regional	unknown	unknown	1 week
SCNow.com	Online	Regional	unknown	unknown	1 week
Bounce Around Charleston	TV/Online	Regional	unknown	unknown	1 week
WCBD News 2 Midday Report	TV/Online	Regional	unknown	unknown	1 week
Live 5 News at Noon	TV/Online	Regional	unknown	unknown	1 week
Discover Black Heritage	Online	Regional	unknown	unknown	1 week
Discover South Carolina	Online	Regional	unknown	unknown	1 week
Constant Contact	Online	National	$270/month	17,500	2 weeks
MOJA Arts Festival Facebook Page	Online	National	unknown	4,396	1 year
MOJA Arts Festival Twitter Page	Online	National	unknown	552	1 year

8.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matt Compton / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: HUGER STREET FIRE STATION (FS#8) FEMA HAZARD MITIGATION GRANT PROGRAM – PHASE I ACCEPTANCE

REQUEST: Acceptance of Federal funding in the amount of $255,232 for Phase 1 of the Fire Station #08 Retrofit Project (*FEMA-DR-4241-SC HMGP Project 77 (S197)*). This would be matched with $85,077 in City funding, and is for the purpose of preparing design and permit documents for the mitigation of future hazards at the station (hurricane, earthquake, flood, etc.).

This is a reimbursable grant, and the requirements must be satisfied no later than April 02, 2020. Successful completion of the tasks will allow competitive applications for future funding for implementation of the required improvements.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 14, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	☐	☐		☐
Corporate Counsel	☐	☐		☐
CPR Committee Chair	☐	☐	Amy Wharton	☐
Grant Manager	☑	☐	Cherie-Ann Cob	☐

FUNDING: Was funding previously approved? Yes ☐ No ☒ N/A ☐

If yes, provide the following: Dept/Div **Parks / Capital Projects** Acct # **051578**

Balance in Account **$85,077.00** Amount needed for this item **$85,077.00**

Project Number **CP1629**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **The approval of the grant award will institute a $340,309.00 project budget. The funding sources for the project are: FEMA Hazard Mitigation Grant Funds ($255,232.00) and 2015 General Fund Reserves ($85,077.00).**

Mayor's Signature: _____
John J. Tecklenburg, Mayor

The State of South Carolina
Military Department

OFFICE OF THE ADJUTANT GENERAL

ROBERT E. LIVINGSTON, Jr.
MAJOR GENERAL
THE ADJUTANT GENERAL

January 30, 2017

Mr. John J. Tecklenburg
Mayor
City of Charleston
116 Meeting Street
Charleston, SC 29401

Reference: FEMA-DR-4241-SC HMGP Project F77 (S197) City of Charleston Retrofit of Fire Station No. 8

Dear Mr. Tecklenburg:

South Carolina Emergency Management Division (SCEMD) is pleased to inform you that the above-referenced subgrant has been awarded by the Federal Emergency Management Agency (FEMA) for the DR-4241 Hazard Mitigation Grant Program (HMGP).

The Recipient-Subrecipient Agreement must be signed by both organizations. A copy of FEMA's approval letter with additional programmatic conditions is also enclosed. Please contact Allen Fountain, State Hazard Mitigation Officer, at 803-413-5242 or afountain@emd.sc.gov if you have any questions or concerns.

Sincerely,

Kim Stenson
Director

Enclosures

Emergency Management Division
2779 Fish Hatchery Road
West Columbia, South Carolina 29172
(803) 737-8500 • (803) 737-8570

U.S. Department of Homeland Security
FEMA Region IV
3003 Chamblee Tucker Road
Atlanta, GA 30341

FEMA

November 7, 2017

Mr. Kim Stenson, Director
South Carolina Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

Attention: Mr. Allen Fountain, State Hazard Mitigation Officer

Reference: HMGP **4241-0077: 197 - City of Charleston - Retrofit of Fire Station No. 8 Project**

Dear Mr. Stenson:

I am pleased to inform you that the project referenced above has been approved for $340,309 with a Federal share of $255,232 and a non-federal share of $85,077. Financial approval documents for the award are enclosed for your records.

The following is the approved Statement of Work (SOW) for the above referenced project:

Phase I will consist of engineering design, surveying, testing and permitting. The City of Charleston proposes to retrofit the existing fire station to provide the necessary upgrades to allow for continued service to the community. Once the phase I is completed, FEMA will review the documentation to ensure the project is eligible, technically feasible, cost effective, and compliant with EHP requirements before approving Phase II for construction.

The City of Charleston shall deliver to the FEMA through the State of South Carolina Emergency Management Division the following documents for review and approval prior to implementing any phase 2 activities:

Technical Deliverables

- Engineering design and analysis, surveying, permitting and other studies that may be needed to properly and thoroughly scope for Phase II construction.
- Phase I deliverables must include updated cost estimate, updated BCA Report and exported BCA with documentation
- Documentation must include Fire Station Information in Loss of Service, soil type, vulnerability before and after mitigation, building replacement value.
- Seismic BCA uses project useful life of 100 years - documentation must be provided for 100 years or the standard value must be used.

- Flood BCA uses project useful life of 100 years - documentation must be provided for 100 years or the standard value must be used.
- Wind Retrofit uses a project useful life of 50 years - the shortest project useful life for the wind retrofit must be used (shutters).
- Phase I deliverables must include the level of protection, the residual risk remaining after the seismic retrofit of this critical facility.
- Phase I deliverables must include documentation showing how project specifications meet local codes and applicable regulations and engineering standards for the seismic retrofit of this critical facility.
- Phase I deliverables must include an assessment of the vulnerabilities (seismic) of the existing building.
- Phase I deliverables must include information on any Non-Structural elements, proposed structural retrofit methodology and applicable engineering standard used for the seismic retrofit of this critical facility.
- Phase I deliverables must confirm the level of protection for the wind retrofit design and the mitigation activities being implemented for wind retrofit
- Phase I deliverables must provide documentation that the proposed project will result in the entire structure being protected to the design wind speed.
- Copies of any applicable permits. If permits are not available, please submit copies of application packets that were submitted to permitting agencies.

Standard Conditions:

- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

- This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

- If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

- NHPA: If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery will stop immediately and all reasonable measures to avoid or minimize harm to the finds will be taken. The applicant will ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The applicant's contractor will provide immediate notice of such discoveries to the applicant. The applicant shall contact the SC county sheriff or local law enforcement and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with South Carolina Code, Section 16-17-600. Phase II will require additional EHP compliance review.

- NHPA: Any changes to the approved scope of work will require submission to, and evaluation and approval by, the State and FEMA, prior to initiation of any work, for compliance with Section 106
  After acceptance of the Phase I deliverables by FEMA, you will receive notification and funding to proceed with completion of the project.

FEMA will not establish activity completion timeframes for individual sub-awards. Grantees are responsible for ensuring that all approved activities are completed by the end of the grant period of performance (POP). The HMGP application period for DR 4241 closed on April 2, 2017. The period of performance ends no later than 36 month from the close of the application period which is April 2, 2020.

The State HMGP Administrative Plan defines the procedure whereby the Governor's Authorized Representative (GAR) may advance portions of the approved Federal share to the subgrantee. Upon completion of the HMGP project, the subgrantee's closeout reimbursement for the final Federal share of eligible project costs must be submitted to the Regional Director for review and determination.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, scope of work, or project cost that may result in non-compliance with the approved grant conditions.

Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The State (grantee) must obtain prior approval from FEMA before implementing changes to the approved project SOW. According to the Uniform Administrative Requirements for grants and cooperative agreements to State and Local Governments:

- For construction projects, the grantee must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13.30(c)].
- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
- The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.
- The grantee must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.

- This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

The Obligation Report is enclosed for your records. Management and environmental reports are available in NEMIS. The obligated funds are available for withdrawal from **Smartlink** on sub-account number **4241DRSCP0000000775.**

If you have any questions, please contact, of my staff, Jean Neptune of my staff at (770) 220-5474 and/or Carl Mickalonis at (770) 220-5628.

Sincerely,

Jacky Bell, Chief
Hazard Mitigation Assistance Branch
Mitigation Division

Enclosure:

FEDERAL EMERGENCY MANAGEMENT AGENCY
HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4241	77-R	0	93	1	25	SC	Statewide

Sub-Recipient: Charleston
Sub-Recipient FIPS Code: 019-13330

Project Title : 197 - City of Charleston - Retrofit of Fire Station No. 8

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
$255,232	$255,232	$0	$0

Project Amount	Recipient Admin Est	Sub-Recipient Admin Est	Total Obligation	IFMIS Date	IFMIS Status	FY
$255,232	$0	$0	$255,232	11/07/2017	Accept	2018

Comments

Date: 11/07/2017 User Id: DBURKETT

Comment: 4241-0077-R-DR-SC-HMGP City of Charleston Aplcn 93 Amendment 0 Action 1. 197 - City of Charleston Retrofit of Fire Station No. Project Allocation Nr 13 Federal share $255,232 reported on the November Spend Plan approved, HMO

Date: 11/07/2017 User Id: JNEPTUNE

Comment: 4241-0077: 197 - City of Charleston - Retrofit of Fire Station No. 8 Project - Federal share of $255,232

Authorization

Preparer Name: JEAN NEPTUNE

Preparation Date: 11/07/2017

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 11/07/2017

SOUTH CAROLINA

EMERGENCY MANAGEMENT DIVISION

Severe Storms and Flooding (FEMA DR-4241-SC)
Recipient-Subrecipient Hazard Mitigation Grant Program Federal Award Agreement

THIS AGREEMENT is entered into by the State of South Carolina, Office of the Adjutant General, South Carolina Emergency Management Division (hereinafter referred to as the "Recipient"), and the City of Charleston (hereinafter referred to as the "Subrecipient"). This Agreement covers the project described in Exhibit A.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS AND CONDITIONS:

WHEREAS, on October 5, 2015 President Barack H. Obama issued a major disaster declaration designated FEMA-4241-DR-SC for the State of South Carolina as a result of severe storms and flooding. Federal funding is available on a cost-sharing basis for hazard mitigation measures statewide;

WHEREAS, the Federal Emergency Management Agency (hereinafter referred to as "FEMA"), as a result of a Presidential Declaration, made funding available under the Hazard Mitigation Grant Program (hereinafter referred to as "HMGP"); and

WHEREAS, the federal share is limited to 75 % of eligible expenditures and that the Subrecipient shall provide from Subrecipient's funds the other 25 % of eligible expenditures of the total eligible costs.

The estimated cost of this project is $340,309 to be cost shared $255,232 federal and $85,077 local.

NOW THEREFORE, the Recipient and the Subrecipient agree to the following:

1) DEFINITIONS

Unless otherwise indicated, the following terms shall be defined as stated herein.

a) "Activities" shall be defined as stated in 44 CFR 206.431.

b) "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act,

Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.223; and applicable policies of FEMA.

c) "FEMA-State Agreement" is the agreement dated October 5, 2015, between FEMA and the State of South Carolina, for a presidential emergency declaration designated FEMA-DR-4241-SC.

2) APPLICABLE STATUTES, RULES, AND AGREEMENTS

a) The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable State and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements set forth in the Code of Federal Regulations, and the policies of FEMA. This grant program is administered under the FEMA Hazard Mitigation Assistance Unified Guidance dated February 27, 2015. Any reference to the HMGP Application refers to the application submitted by the Subrecipient to the Recipient dated May 6, 2016 and all associated documents, correspondences, and fulfilled requests for information (RFIs). The Subrecipient further agrees to comply with the Statement of Assurances attached hereto as Exhibit B.

3) FUNDING AND INSURANCE

a) The Recipient shall provide funds to the Subrecipient for eligible mitigation activities for the projects approved by the Recipient and FEMA. Allowable costs shall be determined in accordance with 44 CFR 206.439, 2 CFR Part 200, and pertinent FEMA guidance documents.

b) The Recipient or FEMA may obligate or deobligate funding, thereby amending the total funding for the project.

c) As a condition to funding under this Agreement, the Subrecipient agrees that the Recipient may withhold funds otherwise payable to Subrecipient upon a determination by Recipient or FEMA that funds exceeding the eligible costs have been disbursed to Subrecipient pursuant to this Agreement or any other funding agreement administered by Recipient.

d) As a further condition to funding under this Agreement the Subrecipient shall maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated usable life of the project or the insured facility, whichever is the lesser.

4) DUPLICATION OF BENEFITS PROHIBITION

a) Subrecipient may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subrecipient receive any other duplicate benefits under this Agreement.

b) Without delay, Subrecipient shall advise Recipient of any insurance coverage for the mitigations measures identified in the HMGP Application, and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subrecipient shall reimburse to the Recipient without delay.

The Subrecipient shall also reimburse the Recipient if the Subrecipient receives any duplicate benefits from any other source for the work identified on the applicable HMGP Application for which Subrecipient has received payment from Recipient.

c) In the event that Recipient should determine that Subrecipient has received duplicate benefits, by its execution of this Agreement, the Subrecipient gives Recipient the authority to offset the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subrecipient, or to use such remedies available at law or equity to the repayment of said sums to Recipient.

5) ENVIRONMENTAL PLANNING & PERMITTING LAWS

a) Subrecipient shall be responsible for the implementation and completion of the approved projects described in the HMGP Application in a manner acceptable to Recipient, and in accordance with applicable legal requirements.

b) If applicable, the contract documents for any project undertaken by Subrecipient, and any land use permitted by or engaged in by Subrecipient, shall be consistent with the local government comprehensive plan.

c) Subrecipient shall ensure that any development or development order complies with all applicable planning, permitting, and building requirements.

d) Subrecipient shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

6) REQUIRED DOCUMENTATION REVIEWS AND INSPECTIONS

a) Subrecipient shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subrecipient to create and maintain such documentation, Recipient may terminate further funding under this Agreement, and Subrecipient shall reimburse to Recipient all payments disbursed earlier to Subrecipient, together with any and all accrued interest.

b) Documentation must include all supporting backup documentation (invoices, canceled checks, daily activity reports, payroll records, time sheets, executed contracts, receipts, purchase orders, billing statements, etc.).

c) Recipient will inspect all projects to ensure that all work has been performed within the scope of work specified in the HMGP Application. Costs of any work not performed within the approved scope of work shall not be eligible for funding.

7) COST SHARING

a) The HMGP funds for eligible costs shown in the HMGP Application and described in this Agreement shall be shared on a 75% Federal, 25% non-Federal cost share basis, unless otherwise specified in the Notice of Award. The non-federal share shall be paid by Subrecipient.

8) REIMBURSEMENT OF SUBGRANTEE COSTS

a) Once the Award Agreement has been fully executed and funds are obligated and available for disbursement, Recipient shall disburse HMGP funds to Subrecipient in accordance with the following procedures:

1. Project funds are disbursed in response to receipt of a properly completed Request for Reimbursement (RFR) submitted through the SCRecoveryGrants Website.
2. A Request for Reimbursement (RFR) must be submitted via screcoverygrants website at least quarterly for work that was completed and paid for in that quarter.
3. The sub recipient must submit accompanying documentation, as necessary, to demonstrate that costs were allowable and reasonable, and incurred during the authorized project period.
4. Acceptable documentation includes, but is not limited to contract documents, change orders, copies of original paid invoices, cancelled checks (front and back), purchase orders, bank statements, (or other proof of expenditure and disbursement of payment), time and attendance records, and reports from the applicant's payroll and accounting systems, or other approved instruments.
5. The supporting documentation must also comply with the documentation requirements set forth in 2 CFR Part 200. Expenses must be for work included in the scope of work section of the specific Project Worksheet for which reimbursement is requested. *Excel spreadsheets summarizing expenditures are not generally acceptable as a supporting document.*
6. The final invoice shall be submitted within sixty (60) days after the expiration date of this Agreement.
7. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Recipient as part of the Subrecipient's quarterly reporting as referenced in Paragraph 21 of this Agreement.
8. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or as stated under Paragraph (3) of this Agreement, all obligations on the part of the Recipient to make any further payment of funds shall terminate, and the Subrecipient shall submit its closeout report within thirty (30) days of receiving notice from the Recipient.

9) FINAL PAYMENT

a) Recipient shall disburse the final payment to Subrecipient upon the performance of the following conditions:

1. Subrecipient shall have completed the project to the satisfaction of FEMA and the Recipient in accordance with the approved scope of work;
2. Subrecipient shall have submitted the proper documentation;
3. Recipient shall have performed a final inspection;
4. The project listing and certification shall have been reviewed by Recipient;
5. Subrecipient shall have requested final reimbursement.

10) RECORDS MAINTENANCE

a) The Subrecipient agrees to maintain all records pertaining to the project and the funds received under this Agreement until all issues relating to inspections and audits are complete and all actions or resolutions are resolved. Records shall be maintained for three (3) years after the date FEMA completes closeout of the Recipient's final project.

b) Access to those records must be provided at reasonable times to the Comptroller General of the United States, the Recipient, its employees and agents, and to FEMA, its employees and agents.

c) The Subrecipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Recipient, its employees, and agents (including auditors retained by the Recipient), and to FEMA, its employees and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday.

d) Recipient may <u>unilaterally</u> terminate this Agreement for refusal by the Subrecipient or its contractors or subcontractors to allow public access to all documents, papers, letters or other materials that are made or received by Subrecipient or its contractors and subcontractors in connection with this Agreement.

11) RECOVERY OF FUNDS

a) If upon final inspection, final audit, or other review by Recipient, FEMA or other authority determines that the disbursements to Subrecipient under this Agreement exceed the eligible costs, Subrecipient shall reimburse to Recipient the sum by which the total disbursements exceed the eligible costs within forty-five (45) days from the date Subrecipient is notified of such determination.

12) REPAYMENT BY SUBRECIPIENT

a) All refunds or repayments due to the Recipient under this Agreement are to be made payable to the order of "South Carolina Emergency Management Division" and mailed directly to the following address: South Carolina Emergency Management Division, 2779 Fish Hatchery Road, West Columbia, SC 29172. In accordance with Title 24, Chapter 11, South Carolina Code of Laws, if a check or other draft is returned to the Recipient for collection, Subrecipient shall pay the Recipient a service fee of $30.00.

13) AUDIT

a) The Subrecipient shall provide for an annual audit. This audit will be conducted in accordance with 2 CFR Part 200, any federal or state legal requirements, as well as any policy, procedure, or guidance issued by the Recipient.

b) Audit resolution instructions shall be prescribed by the Recipient.

c) Within thirty (30) days of the receipt of the non-federal audit, the Subrecipient shall provide the Recipient the following:

1. Two copies of the Audit Report;
2. An amended Federal Status Report in agreement with the audit, accompanied by a trial balance;
3. Any unobligated fund balance due as a result of audit adjustments;
4. A response to management letter findings and recommendations;
5. A response to all questioned costs, relating to this Grant and;
6. Any other adjustments, explanations or information that may be pertinent to the Grant.

14) NONCOMPLIANCE

a) If the Subrecipient violates this Agreement or any statute, rule or other legal requirement applicable to the performance of this Agreement, the Recipient shall withhold any disbursement otherwise due Subrecipient for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Recipient may terminate this Agreement and invoke its remedies under the Agreement or that may otherwise be available.

15) MODIFICATION

a) The Recipient, the Subrecipient, or FEMA may request modifications to this Agreement, including work to be completed on the HMGP Application and the performance period. However, the party requesting the modifications must do so in writing. The requested modification may become effective only after approval by the Recipient, the Subrecipient, and FEMA.

16) TIME FOR PERFORMANCE

a) FEMA will not establish activity completion timeframes for individual subawards. The period of performance for all subgrant awards will begin on April 2, 2017 and end April 2, 2020.

b) Time extensions are, per Item 15 of this Agreement, a modification and requests must be submitted in writing. If any extension request is denied by the Recipient or not sought by the Subrecipient, Subrecipient shall only be reimbursed for eligible project costs incurred up to the latest extension for completed projects.

c) Failure to complete any project will be adequate cause for the termination of funding for that project and reimbursement of any and all project costs to Recipient.

17) CONTRACTS WITH OTHERS

a) If the Subrecipient contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subrecipient shall incorporate into its contract with such contractor or vendor an indemnification clause holding Recipient and Subrecipient harmless from liability to third parties for claims asserted under such contract. The Subrecipient shall also document in the quarterly report the subcontractor's progress in performing its work under this Agreement. Subrecipient shall provide the contractor with a copy of this Agreement.

b) To the extent that the Subrecipient has outstanding, uncompleted, contracts for work requiring reimbursement under this Agreement, the Subrecipient agrees to modify its contracts in accordance with this section.

18) MONITORING

a) The Subrecipient shall monitor its performance under this Agreement, as well as that of its subcontractors, vendors, and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable State and federal laws and rules.

b) In addition to reviews of audits conducted in accordance with 2 C.F.R Part 200, monitoring procedures may include, but not be limited to, on-site visits by Recipient or its agent, limited scope audits as defined by 2 C.F.R Part 200, and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Recipient. In the event that the Recipient determines that a limited scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the Recipient to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Recipient will monitor the performance and financial management by the Subrecipient throughout the contract term to ensure timely completion of all tasks.

19) DEFAULT; REMEDIES; TERMINATION

a) Upon the occurrence of any one or more of the following events of default, all obligations of Recipient to disburse further funds under this Agreement shall terminate at the option of Recipient. Notwithstanding the preceding sentence, Recipient may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Recipient may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:

b) Any representation by Subrecipient in this Agreement is inaccurate or incomplete in any material respect, or Subrecipient has breached any condition of this Agreement with Recipient and has not cured in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

c) Subrecipient suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Recipient, if Subrecipient has not cured the condition within thirty (30) days after notice in writing from Recipient;

d) Any reports required by this Agreement have not been submitted to Recipient or have been submitted with inaccurate, incomplete, or inadequate information; or

e) The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by Congress, the Office of Management and Budget, or any State agency/office, including the State Legislature.

f) Upon the occurrence of any one or more of the foregoing events of default, Recipient may at its option give notice in writing to Subrecipient to cure its failure of performance if such failure may be cured. Upon the failure of Subrecipient to cure, Recipient may exercise any one or more of the following remedies:

1. Terminate this Agreement upon not less than fifteen (15) days' notice of such termination by certified letter to the Subrecipient, such notice to take effect when delivered to Subrecipient;
2. Commence a legal action for the judicial enforcement of this Agreement;
3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this Agreement with Subrecipient; and
4. Take any other remedial actions that may otherwise be available under law.

g) Recipient may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.

h) Upon the rescission, suspension or termination of this Agreement, the Subrecipient shall refund to Recipient all funds disbursed to Subrecipient under this Agreement.

i) Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Recipient shall not relieve Subrecipient of liability to Recipient for the restitution of funds advanced to Subrecipient under this Agreement, and Recipient may set off any such funds by withholding future disbursements otherwise due Subrecipient under this Agreement until such time as the exact amount of restitution due Recipient from Subrecipient is determined. In the event that FEMA should deobligate funds formerly allowed under this Agreement, the Subrecipient shall immediately repay such funds to Recipient. Any deobligation of funds or other determination by FEMA shall be addressed in accordance with the regulations of that Agency.

20) LIABILITIES

a) Recipient assumes no liability to third parties in connection with this Agreement. Unless the Subrecipient is a governmental entity covered under S.C. Code Ann. § 15-78-20 (1976), the Subrecipient shall be solely responsible to any and all contractors, vendors, and other parties with whom it contracts in performing this Agreement.

b) Unless the Subrecipient is a governmental entity within the meaning of the preceding sentence, Subrecipient shall indemnify Recipient from claims asserted by third parties in connection with the performance of this Agreement, holding Recipient and Subrecipient harmless from the same.

c) For the purpose of this Agreement, the Recipient and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent contractor in relation to the other.

d) Nothing in this Agreement shall be construed as a waiver by Recipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement.

e) Subrecipient represents that to the best of its knowledge any hazardous substances at its project site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state, or local legal requirements concerning such substances.

f) Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

21) REPORTS AND INSPECTIONS

a) The Subrecipient shall provide the Recipient the required documentation as quarterly programmatic progress reports for each project. The first report is due ten (10) days after the end of the first quarter after project approval notification by the Recipient and quarterly thereafter until the project is complete and approved through final inspection. Quarterly reporting deadlines are January 10, April 10, July 10 and October 10. Quarterly programmatic progress reports should be submitted via www.screcoverygrants.org.

b) The Recipient may require additional reports as needed. The Subrecipient, as soon as possible, shall provide any additional reports requested by the Recipient. The Recipient contact for all reports and requests for reimbursement will be the State Hazard Mitigation Officer.

c) Interim inspections shall be scheduled by the Subrecipient prior to the final inspection and may be requested by the Recipient based on information supplied in the quarterly reports.

22) EQUIPMENT

a) If the Subrecipient purchases any equipment (as defined in 2 CFR 200.33), Subrecipient must maintain property records that include a description of the property, a serial number or other identification number, the source of funding for the property (including the FAIN), who holds title, the acquisition date, the cost of the property, percentage of Federal participating in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

b) Subrecipient must take a physical inventory of the property and reconcile the results with the property records at least once every two years.

c) Subrecipient must abide by the maintenance plan included in their HMGP Application.

d) Subrecipient must follow all equipment disposition requirements as set forth in 2 CFR 200.313.

23) ATTACHMENTS

a) All attachments/exhibits to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.

b) In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

25) TERM

a) This Agreement shall be effective upon execution and terminate upon completion of, and final payment for, all approved projects, subject to any modification.

26) NOTICE AND CONTACT

a) All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by certified letter to the Recipient at the following addresses:

FOR THE RECIPIENT:

Kim Stenson, Director
SC Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

FOR THE SUBRECIPIENT:

_____
_____
_____
_____

27) AUTHORIZATION

The Subrecipient hereby authorizes _____ as its primary designated agent, and _____ as its alternate agent to execute Payment Requests, necessary certifications, and other supplementary documentation.

IN WITNESS HEREOF, the Recipient and Subrecipient have executed this Agreement;

Recipient: K. [illegible]

Kim Stenson, Governor's Authorized Representative

South Carolina Emergency Management Division

Date 30 Jan 18

Subrecipient: _____ _____
Signature Printed

Title: _____

Date _____

Subrecipient's Federal Employer Identification No. (FEIN) _____

Subrecipient's Data Universal Numbering System (DUNS) No. _____

HMGP 4241-F77-S197: City of Charleston Retrofit of Fire Station No. 8

EXHIBIT A

Project Summary

Project Title: City of Charleston Retrofit of Fire Station No. 8.

Grant# FEMA 4241 – DR – SC 197 (F077)

Award Date: November 7, 2017

Total Project Cost	**$340,309**	**100 %**
Total Federal Share	**$255,232**	**75%**
Total Non-Federal Share	**$85,077**	**25%**

Brief Project Description: Phase 1 will consist of engineering design, surveying, testing and permitting. The City of Charleston proposes to retrofit the existing fire station to provide the necessary upgrades to allow for continued service to the community. Once the phase I is completed, FEMA will review the documentation to ensure the project is eligible, technically feasible, cost effective, and compliant with EHP requirements before approving Phase II for construction.

EXHIBIT B

Statement of Assurances and Conditions

The Recipient hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements. Additionally, to the extent the following provisions apply to this Agreement, the Subrecipient assures and certifies that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the sub-recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the subrecipient to act in connection with the application and to provide such additional information as may be required.

2. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

3. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

4. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms to the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

5. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

6. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

7. It will (1) provide without cost to the United States and the Recipient all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States and the Recipient free from damages due to the approved work or Federal funding.

8. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the subrecipient by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States and the Recipient shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the subrecipient, its successors, transferees, and assignees, and the person or persons whose signatures appear on this agreement as authorized to sign this assurance on behalf of the subrecipient.

9. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.

10. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.

11. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

12. Subrecipient agrees that no funds or other resources received from the Recipient disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the South Carolina Legislature or any State agency.

13. It will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

14. It will comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

15. It will comply with the Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

16. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.

17. It will give Recipient or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

18. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

19. It will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

20. It will comply with all appropriate environmental and historical preservation laws. Any conditions set forth from FEMA or the Recipient relating to environmental and historical preservation shall be compulsory.

21. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of Investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

22. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 2898 (Environmental Justice).

23. With respect to demolition activities, it will:

a. Create and make available documentation sufficient to demonstrate that the Subrecipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

b. Return the property to its natural state as though no improvements had ever been contained thereon.

c. Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subrecipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the South Carolina Department of Health and Environmental Control and the county health department.

d. Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.

e. Provide supervision over contractors or employees employed by Subrecipient to remove asbestos and lead from demolished or otherwise applicable structures.

f. Leave the demolished site clean, level and free of debris.

g. Notify Recipient promptly of any unusual existing condition which hampers the contractors work.

h. Obtain all required permits.

i. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site, and provide documentation of such closures.

j. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

k. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.

l. Provide documentation of public notices for demolition activities.

24. It will comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

25. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). Subrecipient will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

26. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

27. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.

28. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, Recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

29. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

30. DRUG-FREE WORKPLACE (RECIPIENTS OTHER THAN INDIVIDUALS) As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for
Recipients, as defined at 28 CFR Part 67 Sections 67.615 and 67

31. Subrecipient agrees that responsibility for compliance with this Agreement rests with Subrecipient, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subrecipient Agreements.

32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

33. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subrecipient in this Agreement, in any subsequent submission or response to Recipient request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Recipient and with thirty (30) days written notice to the Subrecipient, cause the termination of this Agreement and the release of the Recipient from all its obligations to the Subrecipient.

34. This Agreement shall be construed under the laws of the State of South Carolina, and venue for any actions arising out of this Agreement shall lie in Richland County Circuit Court. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

35. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

36. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to this Agreement.

EXHIBIT C

Award conditions as noted in the FEMA award letter of November 7, 2017.

9.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom Magee / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: HERBERT HASSEL POOL RESURFACING CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Atkinson Pools and Spas in the amount of $125,263.00 for removal and replacement of the existing pool plaster and replacement of the surge tank covers. With approval of the project budget, staff is authorized to aware and/or amend contracts less than $40,000.00 to the extent contingency funds exist in the Council approved budget.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 26, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☐	☐		☐
Capital Projects Director	☐	☐		☐
MBE Manager	☐	☐		☐

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 520000-52445 170100-52410

Balance in Account $125,263.00 Amount needed for this item $125,263.00

Project Number CP1713

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Approval of this action will institute a $139,250.00 project budget of which the $125,263.00 Construction Contract will be funded. The funding sources for this project are the Capital Projects, Structural Repairs ($125,487.00) and Facilities Maintenance, General Maintenance ($13,763.00) in the 2018 General Operating Budget.**

Mayor's Signature: **John J. Tecklenburg, Mayor**

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

Herbert Hassel Pool Resurfacing

CP1713		CPR/CC Approved Budget	Expenses to DATE	Encumbrances	Remaining Balance	NOTES
DESIGN / ENGINEERING						
Division/Object						
021010-52336	Advertising	$ 400.00	$ 153.66	$ 246.34	$ -	
021010-52410		$ -	$ -	$ -	$ -	
	TOTAL D/E COSTS	**$ 400.00**	**$ 153.66**	**$ 246.34**	**$ -**	
CONSTRUCTION						
021010-52410	Constuction	$ 125,263.00	$ -	$ 125,263.00	$ -	Atkinson Pools
	TOTAL CONSTRUCTION COSTS	**$ 125,263.00**	**$ -**	**$ 125,263.00**	**$ -**	
021010-52410	Contingency	$ 13,587.00	$ -	$ -	$ -	
TOTAL PROJECT COSTS		**$ 139,250.00**	**$ 153.66**	**$ 125,509.34**	**$ -**	

FUNDING SOURCES

YEAR	SOURCE	BUDGET	ACTUAL
2018	Capital Projects - Structural Repairs	$125,487.00	$0.00
2018	Facilities Maintenance - General Maintenance	$ 13,763.00	$0.00
	TOTAL FUNDING	**$139,250.00**	**$0.00**

SUMMARY

TOTAL PROJECT FUNDING	$139,250.00	**$0.00**
TOTAL PROJECT COST	$139,250.00	**$ 153.66**
PROJECT BALANCE	$ -	$ (153.66)

City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this _____ day of _____, 20_____ by and between:

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and the Contractor: Atkinson Pools and Spas
1112 Bowman Road
Mt. Pleasant, SC, 29464

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

WHEREAS, the Owner requires the construction of the project ("the Work") identified as follows:

CP1713 - Herbert Hassel Pool Resurfacing
(Project Number) - Project Name)

Short Description of the Project: The intent of this Project is to resurface the pool interior. Scope of Work includes removal of existing plaster surfaces and lane tile down to existing gunite shell. Resurface pool interior with Portland Base exposed aggregate material. Additional improvements included, but not limited to: replacement of existing pool ladders, new race lane tiles, back stroke flag assemblies, and replacement of surge tank plumbing components and access doors.

WHEREAS, the Contractor, whose South Carolina professional license is **SP3 104204** is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: Atkinson Pools and Spas

BY: _____
(Signature of Contractor Representative)

Ausby Tyler
(Name of Contractor Representative)

ITS: Director Commercial Operations

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be **45** calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
   d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

   a. THE CONTRACT SUM OF **$125,263.00** to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: **Alternate 1: Surge Tank Doors Replacement**
   Not Applicable ☐

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

   It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of **$140.00** for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
   1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
   2. the Project Manual dated: **Jaunary 12, 2018 Exhibit A**
   3. the Project Drawings dated N/A along with the Project Drawings listed in the Project Manual;
   4. Bid Addenda issued by the City: **Addendum No. 1, 1/19/2018; Addendum No. 2, 1/24/2018. Exhibit A**
   5. the Contractor's completed Bid Form; **Exhibit B, dated 2/1/2018.**
   6. The Contractor's **Negotiated Revised Scope of Work Proposal Exhibit C, dated 2/7/2018.**
   7. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contact; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit three sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the

design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes

1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   1. Premises – Operations.
   2. Independent Contractor's Protective.
   3. Products and Completed Operations.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor's obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.
   8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000

d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000

3. Workers Compensation

a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

~~H. Bonds~~

~~The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.~~

~~1. Bonds shall each be in the amount of 100% of the amount of the Contract.~~

~~2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property-Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:~~

~~a. be issued by a surety company licensed to do business in South Carolina; and,~~

~~b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,~~

~~c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,~~

~~d. display the Surety's' Bond Number.~~

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

ARTICLE 11 – CORRECTION OF WORK

A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.

B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

EXHIBIT A

PROJECT MANUAL AND CONTRACT DOCUMENTS

FOR

CP1713 HERBERT HASSEL POOL RESURFACING

John Tecklenburg, Mayor

Pre-Bid Meeting (Mandatory): January 17, 2018 @ 11:00 AM, on-site at on-site at 265 Fishburne Street, Charleston, SC 29403

Bid Opening Date: February 1, 2018 at 3:00 PM at 823 Meeting Street, Charleston, SC 29403, Parks Department, Second Floor Conference Room

City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

Tom Magee
mageet@charleston-sc.gov
843-720-3910

Jaunary 12, 2018

CP1713 – Herbert Hassel Pool Resurfacing

City of Charleston Department of Parks

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City of Charleston
Invitation for Construction Bids

PROJECT: CP1713 - Herbert Hassel Pool Resurfacing

BID SECURITY REQUIRED? NO
PERFORMANCE BOND REQUIRED? YES
PAYMENT BOND REQUIRED? YES

CONSTRUCTION COST RANGE $$90,000- $110,000

DESCRIPTION OF PROJECT: The Scope of Work for this project consists of the demolition/removal of exiting

PLANS MAY BE OBTAINED FROM: City of Charleston Bidline
http://www.charleston-sc.gov/Bids.aspx?CatID=18

PRE-BID CONFERENCE? YES MANDATORY ATTENDANCE? YES

PRE-BID MEETING DATE/TIME: January 17, 2018 @ 11:00 AM
PRE-BID LOCATION: on-site at 265 Fishburne Street, Charleston, SC 29403

BID OPENING DATE/TIME: February 1, 2018 at 3:00 PM
BID DELIVERY ADDRESS: 823 Meeting Street, Charleston SC 29403

PROJECT MANAGER: Tom Magee
PROJECT MANAGER EMAIL: mageet@charleston-sc.gov
PROJECT MANAGER PHONE: 843-720-3910

CP1713 Herbert Hassel Pool Resurfacing
City of Charleston
Instructions to Bidders

1. RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above Project at the City of Charleston, Department of Parks, until February 1, 2018 at 3:00 PM local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informality or reject any and all bids. Information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation. This solicitation does not commit the City of Charleston to award a Contract, to pay any costs incurred in the preparation of Bids submitted, or to procure or contract for the services. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

2. CANCELLATION OF INVITATION FOR CONSTRUCTION BIDS

At any time prior to the issuance of the Notice to Proceed for this Project, the Contract may be cancelled for the convenience of the Owner.

3. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the Project for which the bid is submitted and the Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Charleston, City of Charleston, Department of Parks, 823 Meeting Street, Charleston, SC 29403.

4. PRE-BID CONFERENCE (if scheduled)

A (**Mandatory**) PRE-BID Conference will be held on **January 17, 2018 @ 11:00 AM on-site at 265 Fishburne Street, Charleston, SC 29403.** If mandatory, only those prospective Bidders that are represented and are listed on the sign-in sheet will be allowed to submit bids.

5. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract under this Contract must be acceptable to the Owner. In the event a subcontractor is found to be unacceptable by the Owner, the Owner may require the Bidder to substitute the unacceptable subcontractor or reject the bid. The Bidder must perform a minimum of 25% of the work with its own forces.

6. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to perform the work.

7. BID SECURITY

If required, each bid must be accompanied by a Bid Security in the amount of not less than 5% of the Base Bid in the form of a certified cashiers check or a Bid Bond, made payable to the Owner and issued by a surety licensed to do business in the state of South Carolina. The Bid Bond must be accompanied by a certified and current Power of Attorney by the Attorney-in-Fact. The Owner shall have the right to retain the Bid Security of any or all Bidders until such time as one of the three conditions listed below have been met:

1. The Construction Contract has been executed and both Performance and Payment Bonds have been furnished, if required.
2. The specified time has elapsed so that bids may be withdrawn.
3. The Owner has rejected all bids.

8. FAILURE TO ENTER INTO CONTRACT

Failure of the Bidder to execute and deliver the Contract within ten (10) days after bid opening or failure to provide Performance and Payment Bonds and Certificate of Insurance within ten (10) days of receipt of a Notice of Award from the Owner, shall entitle the Owner to consider the Bidder non-responsive and to declare the Bid Security forfeited.

9. DATE OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work as specified in a Notice to Proceed from the Owner and to fully complete the Base Bid and any awarded Bid Alternates within **45** calendar days after the Date of Commencement. Bidder must agree also to pay as liquidated damages the sum of **$140.00** for each calendar day thereafter that the Project fails to reach Substantial Completion within the time allowed.

10. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made. Requests for clarification should be made in writing to the A/E or Project Manager identified in the Invitation for Construction Bids and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any interpretations, corrections or changes will be issued in the form of written addenda and will be transmitted to all who are known to have received a complete set of biding documents by telephone, fax or other appropriate means with immediate follow-up with written addenda. Should the original Bid Date be postponed, the new Bid Date shall be no earlier than the fifth (5th) calendar day after the date of issuance of the addendum postponing the original Bid Date. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract documents.

11. SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

C. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

12. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the Project as defined by the Owner. All requested Alternates must be bid. The failure of the Bidder to indicate a price for a BID ALTERNATE shall render the Bid non-responsive. A BID ALTERNATE shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. Bidder must indicate whether the amount of the BID ALTERNATE is an "ADD" to or a "DEDUCT" from the amount of the base bid. The Bid may be determined non-responsive for failure of the Bidder to indicate the appropriate "ADD" or "DEDUCT" for each BID ALTERNATE.

14. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the Project, and to have read and become thoroughly familiar with the plans and Contract documents, including all addenda. The failure or omission of any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

15. MINORITY/WOMEN BUSINESS ENTERPRISE (MBE) PROGRAM

A. This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBR Manager, 75 Calhoun Street, Charleston SC, 29401, (843) 973-7247.

B. MWBE Goals: The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this Contract are a 20% combined MBE and WBE participation. These goals will be applied to the overall Contract.

C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link.

D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

E. The Contractor shall perform the Contract in accordance with the representations made in the Minority/Women-Owned Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

16. LOCAL VENDOR RECOGNITION

This project is covered under the City of Charleston's Local Vendor Recognition Ordinance which states: The City of Charleston's Procurement Policy shall allow the lowest responsive and responsible local vendor ("Local Vendor") who meets the requirements set forth below the right to match the bid of the lowest responsive and responsible non-local bidder for goods and supplies and thereby be awarded the contract for goods and supplies subject to the following requirements:

A. The total dollar amount of the lowest responsive and responsible bid for construction services is greater than $20,000;

B. The bid of the Local Vendor is within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder;

C. The Local Vendor has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;

D. The Local Vendor has a physical business address located within the City of Charleston and has been doing business in the corporate limits of the City of Charleston for a period of 12 months or more prior to the bid opening date;

E. The Local Vendor provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;

F. The Local Vendor must submit a City of Charleston Local Vendor Recognition Affidavit and a copy of its current City of Charleston business license with its bid. The form of the affidavit will be provided by the City and will be available in the bid documents for the solicitation of such goods and supplies.

17. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of the Contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

18. PERFORMANCE AND PAYMENT BONDS

The successful Bidder, if required by the Owner, will provide Performance and Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in forfeiture of the Bid Bond.

19. DRUG FREE WORK PLACE

All Bidders must certify that they will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

END OF INSTRUCTIONS TO BIDDERS

City of Charleston
Bid Form

BID SUBMITTED BY: Name:
Address:

FOR PROJECT: CP1713 - Herbert Hassel Pool Resurfacing
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) _____

4. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

5. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

6. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: $ _____

Written: _____

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: Surge Tank Door Replacements _____ ADD/DEDUCT $ _____
(to or from BASE BID)

7.3 UNIT PRICE WORK
Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	UNIT	UNIT PRICE
1	Shell Crack Repair	LF	

7. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____
OR
SOCIAL SECURITY NUMBER: _____

8. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

_____	_____	_____
(Classification)	*(Subclassification)*	*(Limitations)*

_____
(SC Contractor's License Number)

SIGNATURE

_____
(Legal Name of Person, Firm or Corporation Submitting Bid)

_____ _____
BY (Signature) (Date)

_____ _____
(Title) (Phone)

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____ Signature

_____ Date

_____ Print Name

_____ Title

_____ Witness

AFFIDAVIT A

Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of _____
(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance withgetting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

Ihereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date:_____ Name of Authorized Officer (Print/Type): _____

Signature:_____
Title: _____

AFFIDAVIT A

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts

(Use as many sheets as necessary)

I, _____, hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Sworn to before me this ____ day of _____, 20__.

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name:_____

Notary Seal:

Phone Number:_____

Address: _____

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of _____. I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)
I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
			$
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.

My Commission Expires: _____

Print Name:_____

Phone Number:_____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

City of Charleston, South Carolina
Intent to Perform Contract with Own Workforce.

Affidavit of _____
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the _____

_____ contract.
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type Project, and normally performs and has the capability to perform and will perform *all the elements of the work* on this Project with his/her own current work forces, and

The Bidder agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

Ihereby certify that I have read this certification and I am the Bidder or I am authorized to bind the Bidder to the commitments contained herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date:_____ Name of Authorized Officer (Print/Type):_____

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20__.
Notary Public for the State of _____
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____
_____

Notary Seal:

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____
By:_____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this_____day of _____, 20___.

_____(SEAL)
Notary Public for_____
My Commission Expires_____

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
(Name of Principal)
AS PRINCIPAL, AND _____, as SURETY
(Name of Surety)
are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of_____Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated_____, 20_____, for Project Name:_____ and Project Number: _____.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) _____
(Name of Principal)

By: _____

(SEAL) _____
(Name of Surety)

By: _____

Sealed and delivered in the presence of:

_____

_____

At the Contractor's option, this form may be substituted with a Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER'S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties' names thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____ _____

(Signature) (Date)

At the Contractor's option, this form may be substituted with a Performance Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

at _____
(Address of Contractor)

a _____, hereinafter called "Principal",
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

at _____ , hereinafter called "Surety", are held
(Address of Surety)

and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called "Owner", in the penal sum of :
_____ Dollars($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

_____
(Project #) (Project Name)

NOW, THEREFORE, is the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__ .

ATTEST:

_____ (Principal)

_____ By: _____
(Principal) Secretary

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____ By: _____
(Attorney -in-fact)

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

At the Contractor's option, this form may be substituted with a Payment Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____ at _____
(Name of Contractor) (Address of Contractor)

a _____, hereinafter called "Principal", and
(Corporation, Partnership or Individual)

_____at _____,
(Name of Surety) (Address of Surety)

herinafter called "Surety", are held and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called "Owner", in the penal sum of

_____Dollars ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of
_____, 2002, a copy of which is hereto attached and made a part hereof for the construction of:

_____
(Project Name)

NOW, THEREFORE, is the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _, 20___.

ATTEST:

_____
(Principal) Secretary

(SEAL)

_____
(Witness as to Principal)

_____

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____

_____
(Address)

_____

_____
(Principal)
By: _____

_____
(Address)

_____
(Surety)

By: _____
(Attorney-in-Fact)

_____
(Address)

_____

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this _____ day of _____, 20_____ by and between:

The Owner:	City of Charleston Department of Parks 823 Meeting Street Charleston, SC 29403	and	the Contractor: _____ _____ _____ _____

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

WHEREAS, the Owner requires the construction of the project ("the Work") identified as follows:

CP1713 - Herbert Hassel Pool Resurfacing
(Project Number) - Project Name)

Short Description of the Project: The intent of this Project is to resurface the pool interior. Scope of Work includes removal of existing plaster down to existing gunite shell.

WHEREAS, the Contractor, whose South Carolina professional license is _____, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston_____

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: _____

BY: _____
(Signature of Contractor Representative)

_____
(Name of Contractor Representative)

ITS: _____

Draft

TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:

    a. THE EFFECTIVE DATE of this Contract shall be the date written above.
    b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
    c. THE DATE OF SUBSTANTIAL COMPLETION shall be 45 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
    d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

    a. THE CONTRACT SUM OF XXXXXXXXX to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
    b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:_____
    Not Applicable ☒

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

    It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of $140.00 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
    1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
    2. the Project Manual dated: Jaunary 12, 2018
    3. the Project Drawings dated N/A along with the Project Drawings listed in the Project Manual;
    4. Bid Addenda issued by the City: Numbers _____, _____, _____, _____, _____,_____,;
    5. the Contractor's completed Bid Form;
    6. all Change Orders and Change Directives;

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ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contact; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
8. have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
9. If during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities
In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

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1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit three sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

Draft

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

Draft

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site
1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes
1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

Draft

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 – DISPUTE RESOLUTION

A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

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ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   1. Premises – Operations.
   2. Independent Contractor's Protective.
   3. Products and Completed Operations.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor's obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.
   8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000

d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000

3. Workers Compensation

a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the Contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for the immediate termination of the Contract.

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

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ARTICLE 11 – CORRECTION OF WORK

A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.

B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

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B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

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City of Charleston
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: CP1713 Herbert Hassel Pool Resurfacing
(Number) *(Name)*

This is Part Two of a two-part form. The Contractor Request for Certificate of Substantial Completion is to be completed by the Contractor and delivered to the A/E or design professional. The Certificate of Substantial Completion is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION

I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility occupants and is limited to items minor in nature and scope. *(Examples are minor repairs to finishes, electrical device cover plates, and hardware and window adjustments.)*
B. The Contractor's Request for Certificate of Substantial Completion and all attachments thereto have been reviewed and any exceptions are noted.
C. The composite A/E's Punch List is attached, with the status of each item noted.
D. All other requirements of the Contract related to Substantial Completion have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start up activities.

DATE FOR SUBSTANTIAL COMPLETION: _____
(This is also the date for the commencement of warranties required by the Contract.) *(DATE)*

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION.

CITY ACCEPTANCE:

_____ _____
(Signature of City Representative) *(Print or Type Name of City Rep)*

ITS: _____

(Date)

City of Charleston
CONTRACTOR'S REQUEST FOR CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: CP1713 Herbert Hassel Pool Resurfacing
(number) *(name)*

This is Part One of a two-part form. It is to be completed by the Contractor and delivered to the A/E. Part Two, Certificate of Substantial Completion, is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION
I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility and is limited to items minor in scope and nature.
B. The required Contractor's Punch List is attached. (*Failure to include incomplete work does not relieve the Contractor of the responsibility to complete or correct the Work.*)
C. All other requirements of the Contract have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start-up activities.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION:

_____
_____
_____

CONTRACTOR: _____ _____ _____
(Signature of Contractor Representative) *(Print or Type Name of Contractor Rep)* *Date*

INSTRUCTIONS TO THE CONTRACTOR:
Forward this completed form with all required attachments to the A/E for approval, with copy to the City.
ATTACHMENTS:
1. Contractor's Punch List.
2. Acceptance letters by other agencies/entities having approval authority (water supply, waste water treatment, fire and licensing etc.)
3. Other attachments per Contract Documents

CITY: I ___ concur ___ do not concur that the Work is ready for inspection and testing.

_____ _____ _____
(Signature of City Representative) *(Print or type Name of City Rep)* *(Date)*

INSTRUCTIONS:
1. If concur, return this completed form to the Contractor and schedule a date for inspection mutually agreeable to Contractor and City.
2. If not concur, state reason(s) below. Attach additional sheets if needed. Return completed form to the Contractor.

_____
_____
_____
_____

City of Charleston
SUBSTANTIAL COMPLETION AGREEMENT

PROJECT: CP1713 Herbert Hassel Pool Resurfacing
(Number) *(Name)*

Instructions: The items checked below are required to be completed, operational and documented in order for the project to be declared Substantially Complete. If Partial Substantial Completion is anticipated the sequence and portions of the project shall be identified and the selected items below will be required for each partial substantial completion area.

ARTICLE 1 – CITY REQUIREMENTS

In addition to the requirements of the Construction Documents, a Substantial Completion requires the following certifications and documents to be fully completed, executed, approved and delivered attached to this form.

1. Approval by South Carolina Department of Health & Environmental Control for:
   - ☐ a. Potable water
   - ☐ b. Sewer and waste water system
   - ☐ c. Air emissions
   - ☐ d. Food Service
   - ☐ e. Facility Licensing
   - ☐ f. Other (*list*): _____

2. Certification from the Site Civil Engineer and /or Landscape Architect of Record that:
   - ☐ a. Plantings and grassing have been inspected and are in accord with specifications and regulations.
   - ☐ b. Site drainage and storm water retention system have been inspected and are in accord with specifications and regulations.
   - ☐ c. Other (*list*): _____

3. Certification from the Mechanical Engineer of Record that:
   - ☐ a. Fire suppression system has been tested and is operational.
   - ☐ b. Condensate lines and drains are as designed and operational.
   - ☐ c. HVAC system has been tested and balanced.
   - ☐ d. Fuel gases system inspected and in accord with regulations.
   - ☐ e. Boiler systems tested and certified in accordance with regulations.
   - ☐ f. Plumbing systems are as designed and operational.
   - ☐ g. Laboratory/medical gas systems tested and operational.
   - ☐ h. Other (*list*): _____

4. Certification from the Electrical Engineer of Record that:
   - ☐ a. Electrical system has been tested and operates in accord with codes.
   - ☐ b. Fire alarm system has been tested and operates in accord with codes.
   - ☐ c. Smoke detection system has been tested and operates in accord with codes.
   - ☐ d. Smoke evacuation system has been tested and operates in accord with codes.
   - ☐ e. All lights and switches, receptacles are function as designed.
   - ☐ f. Emergency illumination is operational as designed.
   - ☐ g. Other (*list*): _____

5. Construction Inspection Services
   - ☐ a. Copies of all inspection reports are provided and corrections are documented as satisfactory.
   - ☐ b. Building Official has provided Certificate of Occupancy or written approval of the project.
   - ☐ c. Other (*list*): _____

6. Letter or Certificate of Approval from the local Fire Official.
   - ☐ a. Fire protection services can be provided.
   - ☐ b. Access for fire fighting equipment is acceptable.
   - ☐ c. Fire extinguishers and their locations are acceptable.
   - ☐ d. Exit paths are maintained clear and with little or no fire exposure.
   - ☐ e. Other (*list*): _____

7. Certification from Fire Marshal that:
   - ☐ a. Sprinkler system test and inspection report is acceptable.
   - ☐ b. Stand pipes are satisfactorily installed and operational.
   - ☐ c. Range hood and fire suppression system is installed and operational.
   - ☐ d. Other (*list*): _____

8. ☐ Other: _____

ARTICLE 2 – A/E REQUIREMENTS

Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form. The Punch List of incomplete or unacceptable work may not include any fire and life safety items.

1. Contractor has furnished the final punch list as required by General Conditions
   - ☐ a. Building egress and exit paths are clear of construction materials and equipment.
   - ☐ b. All building systems are functional and correctly operating.
   - ☐ c. Other (*list*): _____

2. Contractor has furnished the required Documents and Manuals:
   - ☐ a. Field-record drawings with "as built" markings.
   - ☐ b. Building system operations and maintenance manuals.
   - ☐ c. Spare parts and extra materials stocks as per specifications.
   - ☐ d. Other (*list*): _____

3. ☐ Other: _____

ARTICLE 3 – CONTRACTOR'S REQUIREMENTS

In addition to the requirements of the Construction Documents, Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form.

1. City intends to occupy the facility as defined in the Contract and as follows:
   - ☐ a. When facility is finally complete (one date).
   - ☐ b. When identified portions of the facility are complete (multiple dates as attached).
   - ☐ c. In phases (as per City schedule attached).
   - ☐ d. Other (*list*): _____

2. Sub-contractors have furnished the required documents, training and manuals.
   - ☐ a. City facility personnel have been trained as per specifications.
   - ☐ b. Building system operations and maintenance manuals delivered to the Contractor.
   - ☐ c. Building keying is completed for delivery to City.
   - ☐ d. Other (*list*): _____

3. Consent of Surety to the:
   - ☐ a. Release of Retainage.
   - ☐ b. Final Payment.

4. Other:
   - ☐ a. This project requires a Certificate of Substantial Completion.
   - ☐ b. Warranties begin on a date other than the Substantial Completion date(s) (*Explain below.*)
   - ☐ c. Other (list): _____

This agreement becomes part of the Contract for Construction by attachment to the Contract and Standard Supplementary Conditions governed by Paragraph 9.8. This agreement does not change the provisions of the Contract except to establish a mutual understanding of the terms and expectations of "Substantial Completion". The signing parties for the City, A/E and Contractor have authority to act on behalf of their organizations and in this capacity. This agreement is executed on the date indicated below. *(It is required that this form be attached to the Bid Documents and executed at the earliest opportunity or at the preconstruction conference. Consultants, subcontractors, code inspectors, and other parties who have an interest in or are mentioned in this document should be so informed by receiving copies of the executed document.)*

BY: _____ (*Signature of City Representative*) _____ (*Name of City Representative*)

ITS: _____ _____ *DATE*

BY: N/A (*Signature of A/E Representative*) N/A (*Name of A/E Representative*)

ITS: N/A N/A *DATE*

By: _____ (*Signature of Contractor Representative*) _____ (*Print or Type Name of Contractor Rep*)

ITS: _____ _____ *DATE*

City of Charleston
CERTIFICATE OF FINAL COMPLETION

PROJECT: CP1718 14 Sumar Street Building Demolition and Asbestos Abatement
(Number) *(Name)*

CONTRACTOR'S NOTIFICATION AND CERTIFICATION

I hereby notify the A/E and the City that the Work for the above Project is or will be fully completed on the date stated below. All items of punch-list and all items required by the Construction Documents have been completed and all Work is in conformance with the Contract Documents. The Facility is or will be ready for FINAL INSPECTION and TESTING on _____.
(Date)

CONTRACTOR: _____

BY: _____ _____
(Signature of Contractor Representative) *(Print or type Name of Contractor Representative)*

ITS: _____

A/E's CERTIFICATE AND CITY ACCEPTANCE OF FINAL COMPLETION

The A/E and City agree that the Project is complete and the Final Inspection of the Project was acceptable. Final Completion of the Project is hereby declared to be effective on the date stated below.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING FINAL COMPLETION

_____

A/E's CERTIFICATION:

BY: _____ N/A
(Signature of A/E Representative) *(Print or Type Name of A/E Rep)*

ITS: _____ N/A
Date of Final Completion

CITY ACCEPTANCE:

BY: _____ _____
(Signature of City Representative) *(Print or Type Name of City Rep)*

ITS: _____ _____
Date of Acceptance

CP1713 Herbert Hassel Pool Resurfacing – Scope of Work

265 Fishburne Street, Charleston, SC 29403

Project Information: The existing swimming pool is approximately 100 ft x 44 ft. The minimum pool depth is about 3.5 ft and the maximum depth is about 12 ft. The surface area of the pool floor is approximately 4,400 sf. The surface area of the pool wall is approximately 2,232 sf. The pool has six ceramic tile race lanes with race lane expanding 75 LF with each race lane having targets on either side. Race lane are to be extended to reflect 25 meters then extending within 5 ft of the deep end wall. The break line is approximately 40 LF in width while 7 LF on each side.

1. General Conditions
    A. Pool contractor to obtain all necessary permits from the City of Charleston and SCDHEC, and necessary close out documents and inspections.
    B. Contractor shall provide a (1) year warranty on materials and labor.
    C. Pool contractor is responsible for removing all debris and trash from job site. Final cleaning is required. The contractor shall maintain a clean site at all times. If plaster or any other materials is splashed, spilled or over sprayed on any existing surfaces, the contractor shall clean immediately.
    D. Contractor is to have a General Contractors SP License with a rating of three or higher from the South Carolina Department of Labor, License and Registration.
    E. Contractor shall furnish a letter from their Bonding Company that they have the ability to be bonded on this project for their bid amount. This will be a requirement of the bid. An actual bid bond is not required.
    F. Contractor to have prior working experience on "gutter designed" pool and <u>are required provide three references</u> for work completed on similar "gutter design pools".
    G. Water and electricity will be available to the contractor.
    H. The contractor is responsible for providing an onsite temporary toilet for the full duration of the work. Temporary toilet must be staked down and secured appropriately, City to approve location.
    I. The contractor may store materials inside the fenced area at their own risk. The facility will need to be locked at the end of every work day.
    J. Work hours are Monday - Friday 7 am to 5pm. At the request of the contractor these hours could be expanded slightly if necessary.
    K. The pool will not be open to the public during the work but may be during the water start-up period.
2. Demolition
    A. Dewater any remaining water in pool.
    B. Remove racing lane tile.

C. Remove plaster down to gunite shell. Plaster is to be trimmed 6" to 12" below gutter so new plaster will be flush with gutter.
D. Remove existing ladders and replace in-kind. Contractor to submit ladder cut sheet to City Project Manager for approval. Cut sheet or shop drawing shall depict dimensions and installation manner prior to ordering ladder.
E. Inspect existing shell for surface cracks document with City prior to repairs.
F. Inspect and repair leaks at and near the stainless steel gutter including the joint at the top of the shell and the base of the gutter.

3. Carefully grind around all shell penetrations. Install Race Lane Tile
   A. Install new race lanes and targets using black non-slip 12 inch by 12-inch tile.
   B. Install new break line tile using black non-slip 12 inch by 12-inch tile.
4. Plaster
   A. Repair all surface cracks in gunite pool shell with UV tested concrete flexible sealer, material and installation manner to be approved by the City prior to installation. Base bid to include 100 LF of crack repair. Contractor to provide unit price per LF for surface crack repair.
   B. Seal through wall shell penetrations with hydraulic cement for watertight bond.
   C. Acid wash pool walls and floors.
   D. Apply bond/scratch coat to existing walls and floors to ensure bond to existing interior.
   E. Resurface pool interior with Wet Edge Technologies - Matrix blend, color to meet 55% reflectance requirement.
   F. Installing Contractor shall be a Wet Edge licensed dealer and the subcontractor shall be an approved applicator with 10 years of experience applying Wet Edge Products.
   G. The applied Wet Edge Product shall be installed as per the manufacturer's instructions.
   H. All installation/application materials and methods shall conform to manufacture's recommendations.
   I. The contractor shall meet the SCDHEC testing requirements prior to opening.
5. Miscellaneous
   A. Install new backstroke flag anchor assemblies (4) with stanchions, ropes and flags. Product to be approved by the City prior to installation
6. Surge Tank
   A. Dewater (if necessary) and clean surge tank.
   B. Replace two 8" butter fly valves with stainless steel hardware. REplumb surge tank manifold to existing design.
   C. Inspection to be made by City Facilities staff after installation.
7. Start up and Water Balance
   A. The contractor shall provide and include in their bid the 28 day start up instruction as prepared by Wet Edge or the National Plaster Council

Methods. This includes all chemicals to balance water chemistry consistent with the City and DHEC requirements. The contractor shall submit daily log to the City describing the activities completed and the test results of water tests.

B. Run/test equipment with a Park/Facilities representative.

8. Alternate

A. Replace surge tank door with Bilco Model JDAL-H20 (pair 3'x6'). Contractor to submit door cut sheet to City Project Manager for approval. Cut sheet or shop drawing shall depict dimensions and installation manner prior to ordering doors.

B. Modifications and or selective demo may be required to the existing flatwork to install the new doors. Adjacent surfaces shall be returned to pre-installation conditions.

ADDENDUM NO. 1
CP 1713 Herbert Hassel Pool Resurfacing
Issued: January 19, 2018

RE: CP 1713 Herbert Hassel Pool Resurfacing

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

This Addendum includes a total of 8 pages in 4 parts as follows:

1. Part 1 – Pre-Bid Attendance Roster dated January 9, 2018 (1 page)
2. Part 2 – Pre-Bid Conference Agenda dated January9, 2018 (3 pages)
3. Part 3 – Reference Form to include with bid
4. Part 4 - Questions and Clarifications

Part 1: Pre-Bid Attendance Roster:

A pre-bid meeting was held at the Herbert Hassel Pool on Wednesday, January 17th 2018 at 11:00 AM. Attending for the City was Tom Magee, Edmund Most, Ed Boinest, and Jennifer Ayers-Millar (City Aquatics Division)

Bidder Attendance List attached.

Part 2: Pre-Bid Conference Agenda:

See Attached

Part 3: Reference Form for Like Projects:

See Attached THIS FORM MUST BE SUBMITTED WITH YOUR BID

Part 4: Questions and Clarifications:

Q: What product is specified for the gutter joint sealant?

A: Use "Aqua Flex 8000" or APPROVED EQUAL

ADDENDUM NO. 1

CP 1713 Herbert Hassel Pool Resurfacing
Issued: January 19, 2018

Q: We don't believe there are any considerable cracks in the pool shell. Would you Consider deleting the 100 l/f base bid quantity and just include a unit price for Repairs if needed?

A: Yes, delete the specified base bid quantity of 100 l/f and provide unit price (per l/f) on the bid form, where shown, to repair any shell cracks. This unit will be an ADD only. Do not enter a value for a deduct.

END OF ADDENDUM NUMBER 1

John Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Edmund Most
Deputy Director

Pre-bid Attendance Sheet

Project: CP 1713 Herbert Hassel Pool Resurfacing

Pre-Bid Meeting: Mandatory – Wednesday, January 17, 2018 @ 11:00 AM on-site

Bid Opening Date: Thursday, February 1, 2018 @ 3:00 PM

Location of Bid Opening: 823 Meeting Street, Department of Parks, 2nd Floor Conference Room

Robin Barret Robinson
Thevan Snyder

Addendum No. 1

Kerren.Willis@Yahoo.com

COMPANY	MAILING ADDRESS	TELEPHONE NO.	EMAIL ADDRESS	CONTACT NAME
Atkinson Pools	1112 Bowman Rd Mt Pleasant SC 29464	843 568 5371	ty@atkinsonpools.com	Ty Tyler
Express Sons	109 Clausseen St Sullivan SC 29483	8438716496	Kerren.Willis@yahoo.com	Kerren Willis
Aqua Blue Pools	5190 Towles Rd. Hollywood, SC 29449	843-834-5013	cfore@aquabluepools.net afuteral@aquabluepools.net	Clint Fore Andrea Futeral Andrea Futeral
EDMUND MOST	City of Chas. 823 Meeting St.	843.789.0938	moste@charleston-sc.gov	EDMUND MOST
ED BOINEST (CAP PROJECTS)	"	843-579-7552	boineste@ " " "	[illegible]
Jennifer Ayers-Miller (JJ - City Aquatics)	823 Meeting St Charleston SC 29403	843-364-3863	ayersjecharleston-sc.gov	JJ Ayers-Miller
Tom Magee City Project Manager	mageet@charleston-sc.gov	843-364-4972	—	—

End of Document

John Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Edward Ellis
Deputy Director

Pre- Bid Conference Agenda

Project: CP1713 Herbert Hassel Pool Resurfacing
Date: Wednesday, January 17, 2018 at 11:00 am on-site.

A. Introductions

1. Project Manager: City of Charleston, Department of Parks – Tom Magee
2. Minority Business Officer: City of Charleston - Theron Snype

B. Sign-in Sheet

1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. *Please make this legible. Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.
2. Because this is a mandatory Pre-Bid, only firms listed on the sign-in sheet shall be eligible to bid on the project and receive addenda.

C. Project Scope

The Scope of Work for this project consists of the demolition/removal of existing plaster surface and lane tile and resurface pool interior with Wet Edge Technologies-matrix Blend. Additional improvements include but not limited to replacement of existing pool ladders, new race lanes, back stroke flag assemblies. Replace 2ea 8" butterfly valves in surge tank. Contractor shall provide and include in their bid a 28 Day Start Up Instructions as prepared by Wet Edge or National Plaster Council Methods. ALTERNATE PRICE: Remove existing surge tank doors and replace with Bilco Model JDAL-H20 (pair 3'x6'). Contractor must hold a SC Department of LL&R SP license with a minimum of a 3 tier rating (project capacity). Contractor is advised that they are REQUIRED to submit, with their bid, a letter from their surety/bonding company attesting to their ability to provide performance and payment bonds for 100% of their bid amount if the City of Charleston makes this request. This added cost would be handled by change order. An actual bid bond is NOT required. Contractor must submit with his or her bid a list of at least 3 references (owner name, date of work, cost of work, and contact info) for similar scope on a "gutter designed" pool. Failure to submit will be considered cause for rejection of bid.

D. Plans/Specifications

1. Available from: City of Charleston Bidline:
   http://www.charleston-sc.gov/Bids.aspx?CatID=18

E. Written Word

1. Only the written word as contained in the Bid Documents, including any addenda that may be issued, shall be valid.
2. It is the Bidders responsibility to read and review all of the Bid Documents, including addenda.

3. Statements made by the Project Manager are for the sole purpose of calling the Bidders' attention to items of importance in the Bid Documents.
4. All questions or requests for clarification must be submitted in writing. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening

1. Bids will be opened on: **Thursday, February 1, 2018 @ 3:00 PM. Location: Department of Parks, 823 Meeting Street, 2nd Floor, Capital Projects Division.**
2. It is the intent of the City to award a Contract for the lowest responsive bid submitted by a responsible Bidder.
3. Bidders shall not qualify their bid.
4. Bids sent by mail or other special delivery service (UPS, FED-/EX, etc.), should be labeled "Sealed Bid Enclosed" and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.
5. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.
6. Bidders should verify their ability to comply with insurance requirements prior to submitting a bid. Insurance requirements are described in the General Conditions.
7. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor's Licensing Board.

G. Bid Form

1. Bidders shall acknowledge all addenda.
2. By submitting a bid, Bidders agree that the Base Bid price and the Bid Alternate(s) price(s) shall not be revoked or withdrawn for 60 days.
3. Base Bid shall be shown in figures only.
4. Alternates (when included): Bidders should strike through "ADD" or DEDUCT" so as to clearly indicate the price adjustment for each alternate.
5. There is one unit price required.

H. Substitutions

1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.
2. References in the Bid Documents to the words 'or equal' and 'or approved equal' shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
3. Requests for substitutions must be submitted to the City's project manager **in writing by Tuesday, January 23, 2018 by 4:00 pm.** Proof of equality of substitutions is the responsibility of the proposer. The project manager's decision to approve or disapprove the requested substitution shall be final.
4. The project manager shall include in an addendum the approved substitutions. Substitution requests not approved by the project manager may be listed in an addendum at the project manager's option.

I. Addenda

1. **Addendum 1**, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued no later than **Friday, January 19, 2018 at 4:00 pm.**
2. No addenda will be issued later than **Friday, January 26, 2018 by 4:00 PM EST**. All questions should be submitted **in writing** to the City's project manager by **Tuesday, January 23, 2018 by 4:00 PM EST.**
3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.
   NOTE: If the pre-bid is **mandatory,** the bidders should verify that their firm's name has been

included in an addendum.

J. Time of Contract Performance / Rain Days

1. The Date of Commencement shall be established in the Notice to Proceed. This is expected to be the end of August.
2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to **Bidders (45 calendar days).**
3. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month.
4. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. Since the majority of the work is interior, the Contractor shall submit an explanation and job site weather data supporting the claim for an extension of time.

K. Liquidated Damages:

Liquidated Damages in the amount of **$140.00 per day** shall be applied for failure to reach Substantial Completion within the contract time limits.

L. Agreements

1. An incomplete bid, or information not requested that is written on or attached to the Bid Form, could be considered a qualification of the Bid and may be cause for rejection of the Bid.
2. Failure of the Bidder to indicate a price for a Bid Alternate shall render the Bid non-responsive.
3. Bid Alternates may be accepted by the City in any combination or order at the sole discretion of the City.
4. To support the City's evaluation of the Bidders' responsibility, it may request the prospective contractor to furnish information on its experience and capability.
5. The successful bidder shall maintain a Business License and Building Permit with the City of Charleston for the duration of this contract.
6. By signing the Bid, the Bidder certifies that it will provide a "Drug-free Workplace as required by SC law.
7. The project may be cancelled for the convenience of the City at any time prior to issuance of the Notice to Proceed.

M. Insurance

1. Bidders should verify their ability to comply with all insurance requirements of the project prior to submittal of their bid.
2. Insurance requirements are described in the General Conditions.

N. Minority Business Enterprise Goals

1. This project is subject to the goals of the City of Charleston's Minority Business Enterprise program. POC is Theron Snype at 973-7247 or at SnypeT@charleston-sc.gov
2. Goals for this project are 20% combined MWBE participation.
3. The MWBE Program requirements are outlined in five pages within the bid documents. All **Bidders must complete and return their Affidavits A & B or Affidavit C.**
4. Failure to include the required MWBE paperwork will render the bid non-responsive.
5. *Mr. Theron Snype is a great resource. Please call him if you have any questions.*

O. Questions

1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the project manager.
3. All lines of communication during the bidding stage should be through the City's project manager.

4. **Deadline for questions is Tuesday, January 23, 2018 at 4:00 PM.**

R. **Closing**

1. **Addendum No. 1, including the names of the attendees, will be distributed no later than: Friday, January 19, 2018 by 4:00 PM.**
2. Everyone must acknowledge receipt of the addendum on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind;
    a. Late bids shall be rejected as non-responsive.
    b. Qualified bids shall be rejected as non-responsive.
    c. **Bid Date/Time: February 1, 2018 @ 2 PM. Location: Department of Parks, 823 Meeting Street, 2nd Floor, Capital Projects Division.**
    d. Please include bonding letter and the information for 3 similar projects as previously outlined above. This is extremely important.

FEBRUARY 1, 2018

CP 1713 HERBERT HASSEL POOL RESURFACING

REFERENCES OF LIKE PROJECTS

Bidder _____

Address _____

City/State/Zip _____

SC License _____

PROJECT #1

PROJECT NAME _____

CONTRACT AMOUNT _____

DATE COMPLETED _____

OWNER CONTACT INFORMATION _____

PROJECT #2

PROJECT NAME _____

CONTRACT AMOUNT _____

DATE COMPLETED _____

OWNER CONTACT INFORMATION _____

PROJECT #3

PROJECT NAME _____

CONTRACT AMOUNT _____

DATE COMPLETED _____

OWNER CONTACT INFORMATION _____

This form must be included with your bid along with your "ability to bond" letter. Failure to include could render your bid non-responsive.

ADDENDUM NO. 2

CP 1713 Herbert Hassel Pool Resurfacing
Issued: January 24, 2018

RE: CP 1713 Herbert Hassel Pool Resurfacing

FROM: City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

This Addendum includes a total of 1 page.

Approved Plaster Finish System:

West Edge Technologies: Satin Matrix, Cool Blue WE 16.

END OF ADDENDUM NO. 1

EXHIBIT B

Project Name: Herbert Hassel Pool Resurfacing
Project Number:CP1713
City of Charleston

City of Charleston
Bid Form

BID SUBMITTED BY: Name: Atkinson Pools and Spas
Address: 1112 Bowman Road
Mt Pleasant SC 29464

FOR PROJECT: CP1713 - Herbert Hassel Pool Resurfacing
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

3. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) Atkinson Pools and Spas ✓ 1, 2

4. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

5. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

6. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

Project Name: Herbert Hassel Pool Resurfacing
Project Number:CP1713
City of Charleston

7.1 BASE BID: $ 130,000.00

Written: One hundred thirty thousand Dollars

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: Surge Tank Door Replacements

ADD/~~DEDUCT~~ $ 5725.00 ?
(to or from BASE BID)

7.3 UNIT PRICE WORK

Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	UNIT	UNIT PRICE
1	Shell Crack Repair	LF	$ 25

7. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 57-1076564
OR
SOCIAL SECURITY NUMBER:

8. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

General Contractor (Classification) | SP3 (Subclassification) | N/A (Limitations)

104204 (SC Contractor's License Number)

SIGNATURE

Atkinson Pool and Spas
(Legal Name of Person, Firm or Corporation Submitting Bid)

BY (Signature) | 1-30-2018 (Date)

Director Commercial Operation (Title) | 843-568-5371 (Phone)

MWBE Compliance Provisions and Instructions Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Atkinson Pools & Spas

Signature: [signature] Date: 2-01-18

Print Name: Ausby Tylor Title: Director of Commercial Operations

Witness: Judi Showalter

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of Atkinson Pools & Spas (Name of Bidder). I hereby certify that on the Herbert Hasse/Pool Resurfacing (Project Name), Total Project Amount $ 130,000.00

I will make a good faith effort to expend a minimum of 30 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Hi Tech Swimming Pool 704-210-9020 Victor Ortiz	H	Pool Prep	$ 39,000.00
			$
			$
			$
			$
			$
			$

Total MBE Participation: _____ % $ _____

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: 2-1-18 Name of Authorized Officer (Print/Type): Ausby Tyler

Signature: [signature]

Title: Director of Commercial Operations

Sworn to before me this 1st day of February, 2018

My Commission Expires: 4-25-2026

Print Name: Judi McKay

Phone Number: 843-478-4434

Address: 1462 Porcherson St. Mt. Pleasant, SC 29464

Notary Public for the State of SC

Notary Seal: JUDI MCKAY My Commission Expires 04-25-2026 NOTARY PUBLIC STATE OF SOUTH CAROLINA

FEBRUARY 1, 2018

CP 1713 HERBERT HASSEL POOL RESURFACING

REFERENCES OF LIKE PROJECTS

Bidder: Atkinson Pools and Spas

Address: 1111 B Bowman Road

City/State/Zip: Mount Pleasant, SC 29464

SC License: 104204

PROJECT #1

PROJECT NAME Town of Mount Pleasant Resurfacing

CONTRACT AMOUNT $95,473.00

DATE COMPLETED December 2015

OWNER CONTACT INFORMATION Steve Gergick -

PROJECT #2

PROJECT NAME City of Charleston - MLK Resurfacing

CONTRACT AMOUNT $126,000.00

DATE COMPLETED March 2014

OWNER CONTACT INFORMATION Bill Turner (843) 720-3910

PROJECT #3

PROJECT NAME City of North Charleston

CONTRACT AMOUNT $113,776.00

DATE COMPLETED December 2012

OWNER CONTACT INFORMATION Ed Barfield (843) 740-5814

This form must be included with your bid along with your "ability to bond" letter. Failure to include could render your bid non-responsive.

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, Atkinson Pools and Spas
(Name of Principal)
AS PRINCIPAL, AND Pennsylvania National Mutual Casualty Insurance Company, as SURETY
(Name of Surety)
are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of One Hundred forty thousand Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated February 1st, 2018, for Project Name: Herbert Hassel Pool Resurfacing and Project Number: CP1713.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 1st day of February, 2018, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

Rex Atkinson
(Name of Principal)
By: [signature]

(SEAL)

Pennsylvania National Mutual Casualty Company
(Name of Surety)
By: Tracy R. Lawson
Attorney-In-Fact

Sealed and delivered in the presence of:

_____

_____

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

6798

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint W. LEE TAYLOR, JR., L. GREG ROLLINS, III, ELIZABETH P. EDWARDS, TRACY L. LAWSON, AND MARION F. INABINET, III, ALL OF CHARLESTON, SOUTH CAROLINA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF ONE MILLION DOLLARS - - - - - - - - - - - - - - ($1,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON SEPTEMBER 30, 2027, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on September 25, 2017.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On September 25, 2017, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2020
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on 2-1-18.

Vice President - Surety

78-190c (Rev 10/2012)

EXHIBIT C

Atkinson pools and spas

PROPOSAL

1090 Jack Primus Rd. Charleston, SC 29494

Office (843) 881-8889 * Fax (843) 849-6866

CUSTOMER INFORMATION

Name	City of Charleston Department of Parks Capital
Address	823 Meeting Street
City, State ZIP	Charleston SC 29403
Home Phone	
Work Phone	843.724.7324
Mobile Phone	
Fax Number	
Email	mageet@charleston-sc.go
Other info.	

DATE	2/7/2018
JOB LOCATION	
Contact	Tom Magee
Address	156 Fishburne Stree
City, State ZIP	Chas SC 29403
Neighborhood	Re: CP1713 Herbert Hassel F

We propose the following:

Drain pool, sound pool shell to check for hollow spots. Taper below waterline tile if new waterline tile is not being installed. Taper around all fittings and lights. Remove all debris. Pressure wash surface and apply bond coat to the interior surface and apply new finish with white marcite plaster or " Exposed Aggregate" finish. Start refilling of pool with on site water supply.
Obtain DHEC approval (for Commercial Jobs)

Scope of work	Amount
Strip and prep pool for resurfacing	$111,500
Install race lanes as per scope	
Replace ladders and ladder anchors per scope	
Install back stroke stanction anchors, stanctions, and flags per scope	
Resurface pool with standard exposed aggregate (5 year warranty) SKY BLUE	
Start up pool as per scope	
Alternate 1: Plumbing material	$1,000
Alternate 1: Plumbing Labor	$1,000
Alternate 2: Doors	$8,763
Alternate 2: Door Installation	$3,000
Linear foot charge for crack repair @ $25 LF FT	
TOTAL	$125,263

TERMS & CONDITIONS OF CONTRACT

Please note this proposal does not include start up chemicals or rebalancing after work is completed. Customer is responsible for turning off water once it reaches the middle of the waterline tile. The cost of the water is not included in the price of the proposal and is the responsibility of the customer. Customer is responsible for brushing the pool walls/floor regularly and vacuuming with a vinylvac for the first 2-3 weeks until returning to standard maintenance schedule. Water chemistry should be carefully monitored during the initial 30-day curing period. Pool should operate for 24 hours a day during startup. Do not heat water for 2 weeks after fill date.

The sounding of the pool during preparation may uncover unknown issues that need to be resolved before proposed work can proceed and are not included in the price. This proposal does not constitute or imply any warranty of the pool or any existing part thereof, nor does it include repair of any hidden damages or structural deficiencies, which may be uncovered once work begins. This proposal reflects the visible condition of the pool and it's components as of the date of inspection. Atkinson Pool & Spas is not responsible for any leaks in the pool or any failure of existing equipment or any other problem that may arise.

Atkinson Pool & Spas is not responsible for repair, relocation, and/or replacement of landscaping, irrigation, utility lines, and or other items in pool, traffic and working areas. The customer is responsible for securing these items prior to commencement of work and providing access for workers so as not to impede work progress or cause undue expense to Atkinson Pool & Spa from these issues.

We will attempt to dewater the ground with existing well point system. If this proves inadequate, an additional cost will be added for well point installations. We cannot guarantee damage will not occur to the pool structure due to hydrostatic pressures

All material is guaranteed to meet specifications. All work will be completed in a professional manner according to standard practices. Any alterations to or deviations from the above specifications involving extra costs will be executed only upon written change orders, and will be billed as an extra charge in addition to this estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Workers are fully covered by workman's compensation insurance.

Warranty : 1 year plaster delamination
Plaster is hand troweled, therefore Atkinson Pool & Spas will put forth every effort to provide you with the finest possible. It is common for new plaster to reveal streaks and/or shading throughout the interior of the pool. Several months may go by before the plaster cures to a fairly even shade

This proposal is valid for only **30 days** from date of proposal

Signed acceptance of this proposal acknowledges that all terms outlined in the document have been thoroughly explained and are understood by you, the customer or authorized representative.

Schedule of values to be determined $ -

$ -
$ -

2/7/2018

Owner Date

Salesman Date

Owner Date

Atkinson Pool & Spas, Officer Date

10.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: ASHLEY AVENUE EMERGENCY PIPE REPAIR PROJECT

REQUEST: We request approval for B&C Land Development to install new laterals from the inlets to the recently renovated storm drain. The existing laterals were found to be broken beyond repair.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** February 27, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	N/A	☐
Cap. Proj. Cmte. Chair	☐	☐	Amy Wharam	☐
Dir. Dept. of Public Serv.	☐	☐	Lynn D.G.	☐
	☐	☐		☐

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div: 050345 Account #: 58240

Balance in Account $51,412.00 Amount needed for this item $51,412.00

NEED: Identify any critical time constraint(s). The work was completed to prevent collapse of the rlaterals and complete the pipe repair project.

CFO's Signature: Amy Wharam

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Public Service

PRODUCT: Replacement of storm drain inlet laterals for the Ashley Avenue drainage project

REQUISITION NUMBER: N/A

VENDOR: B&C Land Development

DATE: 1/31/18

1. Please state the use for this/these product(s).
B&C Land Development was the contractor on the Ashley Avenue drainage project that replaced the existing 15" storm drain with a new 16" HDPE pipe using pipe-burst technology. When we tried to reconnect the laterals from the existing inlets, we found that the lateral pipes were damaged and required repair. It was decided to have B&C complete the project by installing the laterals.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.
B&C had installed the new drainage line in Ashley Avenue and was on-site. We contacted them to install the additional inlet laterals because of their familiarity with the existing system and the property owners involved. This will expedite completion of the project.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.
We contacted B&C because they had installed the drainage system in Ashley and were on site to repair/replace the laterals.

4. Have you evaluated comparable products within the last two years?

_X___YES or NO ____

If yes, please state the complete results of the evaluation.

Since B&C had installed the drainage system in Ashley, we wanted them to replace the laterals because of their familiarity with the system and to expedite the completion of the project.

If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

SIGNATURE _____ TITLE Project Manager

INVOICE

B&C LAND DEVELOPMENT, INC.
3785 OLD CHARLESTON HWY
JOHNS ISLAND, SC 29455
Phone # 843-766-8109
Fax # 843-766-8158

DATE	INVOICE #
2/2/2018	901

BILL TO
City Of Charleston 2 George Street Charleston, S.C. 29401 Engineering Dept. Attn: Frank Newham

TERMS
Net 30

DESCRIPTION	Qty	Rate	AMOUNT
Project: Ashley Ave Services			
7ea Services connected on Ashley Ave. to new 16" Main line	1	46,612.00	46,612.00
1ea Additional service connection	1	4,800.00	4,800.00
	TOTAL		$51,412.00

11.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Laura S. Cabiness, P.E. **DEPT.** Public Service

SUBJECT: FEMA 4241-DR-SC-52-226 AQUISITION AND DEMOLITION 36 STRUCTURES
FEMA 4241-DR-SC-54-280 ACQUISITION AND DEMOLITION 12 STRUCTURES
GRANT MANAGEMENT SERVICES

REQUEST: Approval of the subject professional service agreement for administration and management of the subject grants.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** February 26, 2018

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Dir. Public Service	X	☐		X
	☐	☐		☐

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: 050310 Account #: 52206

Balance in Account $753,070 Amount needed for this item $753,070

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x]

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT: The cost to administer and manage the grant project is a reimbursable expense. The grant covers 75% of the expenses and the city's 25% will come from the Drainage Fund.

Mayor's Signature: _____
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

SECOND AMENDMENT TO AGREEMENT WITH TETRA TECH, INC.

THIS SECOND AMENDMENT TO AGREEMENT (the "Second Amendment") is entered into this day of February, 2018, by and between Tetra Tech, Inc., a Delaware company registered to do business in South Carolina (hereinafter referred to as "Tetra Tech"), and the City of Charleston, a municipal corporation of the State of South Carolina (hereinafter referred to as the "City") and amends the original Agreement between the City and Tetra Tech dated March 25, 2016, and amended on July 13, 2017.

WHEREAS, on March 25, 2016, the City entered into a Cooperative Purchasing Agreement with the County of Richland, South Carolina and Tetra Tech to take advantage of the pricing offered under the County of Richland Agreement for Tetra Tech commodities and services, a copy of the Cooperative Purchasing Agreement and scope of services for City of Charleston included in a Purchase Order, (the "Richland County Agreement"); and

WHEREAS, by Agreement dated July 13, 2017, the City and Tetra Tech expanded the scope of services to be provided to the City by Tetra Tech under the Richland County Agreement, a copy of said Agreement being attached hereto as Exhibit 1 (the "First Amendment"); and

WHEREAS, the City seeks to expand the scope of services to be provided to it by Tetra Tech for a second time and by this Second Amendment seeks to have Tetra Tech provide such expanded and additional services under the pricing offered pursuant to the Richland County Agreement; and

WHEREAS, Tetra Tech wishes to enter into such a relationship with the City for the purpose of providing these additional services.

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the City and the Tetra Tech agree as follows:

§ 1. Independent Contractor

This Amendment constitutes a modification to the contract for the provision of services between the City of Charleston and Tetra Tech, as an independent contractor, pursuant to the Richland County Agreement and the First Amendment. Tetra Tech acknowledges that the true nature of the relationship is that of an independent contractor in that Tetra Tech may use any appropriate method of

conducting its services pursuant to the Richland County Agreement, the First Amendment and this Second Amendment based on its knowledge, skill, judgment, means, and methods.

§2. Scope of Services

The Scope of Services to be performed by Tetra Tech under this Second Amendment is delineated in in the Tetra Tech proposal letter dated December 5, 2017, a copy of which is hereto as Exhibit 2 and incorporated herein by reference.

§3. Term

The term of this Second Amendment shall commence on the date of the Authorization to Proceed and continue through February 1, 2019, provided however, the term but may be extended by written agreement of the parties.

§4. Compensation

The fee for the services performed by Tetra Tech will be based on the number of actual hours of services furnished by Tetra Tech, multiplied by Tetra Tech's hourly rates, along with direct project related expenses, with a not to exceed project amount of $753,070.00. Tetra Tech's schedule of hourly rates is attached hereto and shown in Exhibit 1.

Tetra Tech shall submit documented payment requests on a monthly basis and shall be paid within thirty (30) days of the City's receipt of an acceptable invoice.

§5. Subcontracting

Tetra Tech acknowledges the unique nature of the services it is offering and therefore, no subcontracting of work shall be permitted unless authorized in advance in writing by the City.

§6. Compliance with Laws

Tetra Tech agrees to comply with any and all applicable federal, state or local laws, ordinances, rules and regulations. Tetra Tech shall have sole responsibility for any financial expenditures necessary to maintain compliance with the same.

§7. Indemnification

Except for expenses or liabilities incurred by Tetra Tech arising from the negligence of the City, Tetra Tech hereby expressly agrees to indemnify and hold the City harmless against any and all expenses, claims and liabilities arising out of the performance of its work hereunder or its default of this Agreement.

§8. Insurance

Tetra Tech acknowledges that the City does not provide any liability or other insurance coverage for the benefit of Tetra Tech. Throughout the term of this Second Amendment, Tetra Tech shall maintain commercial, general liability coverage with limits that are standard in the industry. Proof of such insurance shall be provided to the City upon

request.

§9. Termination

The City, by 10 days' advance written notice, may terminate this Second Amendment when it deems it in the best interest of the City to do so, including but not limited to Tetra Tech's refusal or failure to perform the work in a timely or professional manner in accordance with this Second Amendment If this Second Amendment is terminated, Tetra Tech shall be compensated for all necessary and reasonable direct costs of performing the work actually accomplished through the date of termination. Tetra Tech will not be compensated for any other costs in connection with a termination for convenience. Tetra Tech will not be entitled to recover any damages in connection with a termination for convenience.

§ 10. Written Agreement Between the City and Tetra Tech

This Second Amendment is an amendment to the Richland County Agreement, as amended by the First Amendment, and includes all previous negotiations leading thereto. It may be modified only by written Amendment signed by the City and the Tetra Tech.

§ 11. Reporting

Tetra Tech shall work with and provide updates of services performed under this Second amendment to Laura Cabiness, Director of Public Service, upon request. Tetra Tech agrees to work with such other of City staff as may be requested by Laura Cabiness.

§ 12. Notices

Notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

Service
2 George Street
Charleston, SC
2940 I

To:
City of Charleston
John J.
Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

With copies to;

City of
Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Department of Public

To:
Tetra Tech

Betty Kamara
Contracts Administrator
2301 Lucien Way, Suite 120
Maitland, FL 32751

§ 13. Governing Law.

This Second Amendment shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have signed this Agreement at Charleston, South Carolina, on the day and year first written above.

FOR THE CITY

WITNESS: _____

Date: _____

By: _____

John J. Tecklenburg

Title: Mayor

Date: _____

FOR TETRA TECH, INC:

WITNESS: _____

Date: _____

By: _____

Jonathan Burgiel

Title: Vice-President/Operations Manager

Date: _____

EXHIBIT 1

Tetra Tech First Amendment to Agreement dated July 13, 2017

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AMENDMENT TO AGREEMENT WITH TETRA TECH, INC.

THIS AGREEMENT is entered into this 13th day of July, 2017 by and between Tetra Tech, Inc. , a Delaware company registered to do business in South Carolina (hereinafter referred to as "Tetra Tech"), and the City of Charleston, a municipal corporation of the State of South Carolina (hereinafter referred to as the "City").

WHEREAS, on March 25, 2016, the City entered into a Cooperative Purchasing Agreement with the County of Richland, South Carolina and Tetra Tech to take advantage of the pricing offered under the County of Richland Agreement for Tetra Tech commodities and services, a copy of the Cooperative Purchasing Agreement and scope of services for City of Charleston included in a Purchase Order, attached hereto as Exhibit 1; and

WHEREAS, the City seeks to amend the Purchase Order with Tetra Tech and have Tetra Tech provide additional services under the pricing offered pursuant to the County of Richland Agreement; and

WHEREAS, Tetra Tech wishes to enter into such a relationship with the City for the purpose of providing these additional services;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth below, the City and the Tetra Tech agree as follows.

§1. Independent Contractor

This Agreement is considered a contract for the provision of services only between the City of Charleston and Tetra Tech as an independent contractor. Tetra Tech acknowledges that the true nature of the relationship is that of an independent contractor in that Tetra Tech may use any appropriate method of conducting its services pursuant to this Agreement based on its knowledge, skill, judgment, means, and methods.

§2. Scope of Services

Tetra Tech shall perform the services described Task Order No. 072017 which is attached hereto and incorporated herein as Exhibit 2.

§3. Term

The term of this Agreement shall be from July 7, 2017 through August 31, 2018, but may be extended by written agreement of the parties.

§4. Compensation

The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates along with direct project related expenses reimbursed to Tetra Tech with a not to exceed project amount of $32,410.

Tetra Tech shall submit payment requests on a monthly basis and shall be paid within thirty (30) days of the City's receipt of an acceptable invoice.

§5. Subcontracting

Tetra Tech acknowledges the unique nature of the services it is offering and therefore, no subcontracting of work shall be permitted unless authorized in advance in writing by the City.

§6. Compliance with Laws

Tetra Tech agrees to comply with any and all applicable federal, state or local laws, ordinances, rules and regulations; and Tetra Tech shall have sole responsibility for any financial expenditures necessary to maintain compliance with the same.

§7. Indemnification

Except for expenses or liabilities incurred by Tetra Tech arising from the negligence of the City, Tetra Tech hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement.

§8. Insurance

Tetra Tech acknowledges that the City does not provide any liability insurance for the benefit of Tetra Tech. Thus, if someone is injured as a result of the acts or omissions of Tetra Tech, neither the City nor the City's insurers will provide any insurance benefits for the benefit of Tetra Tech or its employees and agents. For the duration of this Agreement, Tetra Tech shall maintain liability coverage with minimum limits that are standard in the industry.

§9. Termination

The City, by advance written notice, may terminate this Agreement when it is in the best interest of the City of Charleston including but not limited to Tetra Tech's refusal or

failure to perform the work in a timely or professional manner in accordance with the Agreement. If this Agreement is so terminated, Tetra Tech shall be compensated for all necessary and reasonable direct costs of performing the work actually accomplished. Tetra Tech will not be compensated for any other costs in connection with a termination for convenience. Tetra Tech will not be entitled to recover any damages in connection with a termination for convenience.

§10. Written Agreement Between the City and Tetra Tech

This document contains the entire Agreement between the parties hereto and all previous negotiations leading thereto. It may be modified only by written Agreement signed by the City and the Tetra Tech.

§11. Reporting

Tetra Tech shall work with and provide updates to Laura Cabiness, Director of Public Service, upon request.

§12. Notices

Notices required under this Agreement to the parties shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to:

To:	To:
City of Charleston	Tetra Tech
John J. Tecklenburg	Betty Kamara
Mayor	Contracts Administrator
PO Box 304	2301 Lucien Way, Suite 120
Charleston, SC 29402	Maitland, FL 32751

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston
Department of Public Service
2 George Street
Charleston, SC 29401

IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have signed this Agreement at Charleston, South Carolina, on the day and year first written above.

FOR THE CITY:

WITNESS:

Date: 7-13-17

By: Amy Wharton
Chief Financial Officer
Department of Budget, Finance and Revenue Collections

Date: 7/13/17

FOR TETRA TECH, INC:

By:
Title: Jonathan Burgiel
Vice President/Operations Manager

WITNESS:

Betty Kamara
Contracts Administrator

Date: July 13, 2017

Date: July 13, 2017

EXHIBIT 1

COOPERATIVE PURCHASING AGREEMENT

This Agreement is made and entered into this 25th day of March 2016, by and among the COUNTY OF RICHLAND, a municipal corporation of the State of South Carolina (the "County of Richland") and the CITY OF CHARLESTON, a municipal corporation of the State of South Carolina (the "City of Charleston") and TETRA TECH, INC., a Delaware company registered to do business in Florida and South Carolina, ("Tetra Tech"), collectively the parties.

WHEREAS, on March 25, 2016, the County of Richland entered into an agreement with Tetra Tech, Inc. for the purchase of the Consulting Services ("County of Richland Agreement"); and,

WHEREAS, Tetra Tech was selected to provide these services following a Request for Proposal issued on November 2015 by the County of Richland, Purchasing Division and a competitive bidding process; and,

WHEREAS, the County of Richland Agreement does not object to other governments taking advantage of the pricing offered under this Agreement but must use their own purchasing orders; and,

WHEREAS, any such purchases made using this Agreement as a template are the responsibility of the Vendor and the individual government(s) and not the County of Richland; and,

WHEREAS, the City of Charleston and County of Richland have the authority to enter into cooperative purchasing agreements with public procurement units outside the State of South Carolina; and,

WHEREAS, the City of Charleston is interested in purchasing Consulting Services for the City of Charleston; and,

WHEREAS, pursuant to Sec. 11-35-4810 of the South Carolina Code of Laws and Sec. H of the City of Charleston Procurement Resolution, the City of Charleston may participate in a cooperative purchasing agreement with the County of Richland and Tetra Tech for the purchase commodities and services; and,

WHEREAS, the City of Charleston has reviewed the procurement policies of the County of Richland, the Request for Proposal issued by the County of Richland for Consulting Services, and the responsive proposal of Tetra Tech for such commodities and services, and is satisfied that Tetra Tech was selected by the County of Richland based on a competitive bidding process; and,

WHEREAS, the City of Charleston now seeks to enter into a Cooperative Purchasing Agreement with the County of Richland and Tetra Tech to take advantage of the pricing offered under the County of Richland Agreement for Tetra Tech commodities and services.

NOW THEREFORE, for and in consideration of mutual cooperation and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Request for Proposal issued by the County of Richland on November 2015, the tabulation of bids sheet, and the response submitted by Tetra Tech are attached hereto and incorporated herein as Exhibits 1A, and 1B.

2. The Agreement entered into between the County of Richland and Tetra Tech is attached hereto and incorporated herein as Exhibit 2.

3. The County of Richland, the City of Charleston and Tetra Tech hereby enter into an agreement authorizing the City of Charleston to enter into an agreement with Tetra Tech for Consulting Services.

4. The City of Charleston and Tetra Tech agree to enter into a separate purchase order and agreement governing the relationship between the City of Charleston and Tetra Tech.

5. The parties agree that the County of Richland shall have no responsibility whatsoever for the purchases entered into between the City of Charleston and Tetra Tech.

IN WITNESS WHEREOF, the parties hereto have hereunto set their Hands and Seals the day and year first above written.

WITNESS:

Jennifer Wladischkin
Contract Specialist

THE COUNTY OF RICHLAND

By: Chaf D. Patrick, CPPB
Its: Procurement Director

WITNESS:

Gary Cary
Procurt Director

THE CITY OF CHARLESTON

By: Stephen A. Bradley
Its: CFO

WITNESS

Jennifer Wladischkin
Contract Specialist

TETRA TECH, INC.

By: Jonathan Bryant
Its: Vice President

EXHIBIT C:
CONTRACTOR RATE SCHEDULE
(8 pages)

ATTACHMENT A:

Hourly Labor Rates and Reimbursable Project Expenses

POSITIONS	HOURLY RATES
Project Executive	$ 225.00
Subject Matter Expert	$ 200.00
Project Manager	$ 175.00
Accountant	$ 110.00
Closeout Specialist	$ 115.00
Grant Manager	$ 150.00
Analyst	$ 85.00
Senior Grant Manager	$ 165.00
Engineer I (Junior)	$ 110.00
Engineer II (Mid)	$ 140.00
Engineer III (Senior)	$ 190.00
Surveyor	$ 90.00
Debris Project Manager	$ 75.00
Debris Operations Manager	$ 63.00
Debris Monitor	$ 37.00
Debris Supervisor	$ 46.00
Scheduler	$ 63.00
Emergency Management Consultant	$ 135.00
Senior Emergency Management Consultant	$ 175.00
Executive Emergency Management Consultant	$ 215.00
Other: See attached file for other required positions	$

Non-labor expenses shall be invoiced to the County in the following manner:

1) Travel expenses including airfare and car rental shall be invoiced at cost, without mark-up and with approved documentation;

2) Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov;

3) Meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required);

4) Mileage shall be invoiced at the federally published rate;

5) Field documents and other equipment/supplies shall be invoiced at cost only; no markup allowed and with approved documentation, and

6) Other required non-labor expenses as may be applicable to the project and pre-approved by the County shall be invoiced at cost only; no markup allowed and with approved documentation.

CFR 200 Compliance Language

1. Subcontractors – If subcontractors are to be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, provide all internal sub-contractor documentation for federal reimbursement review.

2 Procurements – While assisting the County with project procurements or in the event the vendor must procure additional resources post-contract award, the awarded Proposer will strictly adhere to 2 CFR 200 procurement rules This includes adhering to the strictest provisions of Federal, State, and Local procurement Rules, Regulations and/or Ordinances, etc

3. **Vendor Billing** – The winning vendor will be engaged in direct project work, therefore, indirect billing is not anticipated and must be pre-approved by the County. All direct project costs will concisely billed to specific project codes established by the County. Vendor invoices will categorized by: project code and must include:

   - Name,
   - Position
   - Billing rate
   - Total hours, and
   - Costs

   Invoices must include specific project time and expense backup to include concise employee comments of tasks accomplished which must be appropriate to the position and billing rate.

All Inclusive – The above 2 CFR 200 requirements have been identified as being the most relevant provisions which will affect the County and vendor while executing the project. However, the vendor is responsible for compiling with 2 CFR 200 in its entirety throughout the project lifecycle.

OTHER REQUIRED POSITIONS

Tetra Tech, Inc. (Tetra Tech) has provided additional labor positions and hourly labor rates that may be required to complete the scope of services requested by Richland County, SC (County). The labor positions listed will be used as needed to facilitate specific scope of services

Exhibit A-1: Other Required Labor Positions
(Hourly labor rates are fully burdened to include profit and overhead)

Labor Category	Hourly Labor Rate
Principal-in-Charge	$275.00
Senior Consultant//Analyst/Planner/Assessor	$195.00
Supervising Consultant/Analyst/Planner/Assessor/Accountant	$175.00
Senior Environmental Specialists/Reviewer	$165.00
IT/Software Specialists	$150.00
Senior Public Assistance/CDBG Consultant	$145.00
Consultant/Analyst/Planner/Assessor/Trainer/Accountant/QA/QC III	$135.00
Project Controls Manager	$130.00
Consultant/Analyst/Planner/Assessor/Trainer/Accountant/QA/QC II	$125.00
IT and Document Control Manager/Safety Manager	$125.00
Estimator/Scheduler/Environmental Reviewer	$115.00
Consultant/Assessor/Planner/Analyst/Trainer/QA/QC I	$110.00
Program Planner/Assessor/Analyst/Trainer/QA/QC	$100.00
Field Supervisor/Inspector	$95.00
Assistant Planner/Assessor/Analyst/Trainer/QA/QC	$90.00
Analytical Aide	$85.00
Field Monitor	$65.00
Administrative Specialist III	$60.00
Debris Data Manager	$55.00
Debris Health and Safety Specialist	$55.00
Debris GIS Analyst	$49.00
Administrative Specialist II	$46.00
Administrative Specialist I	$44.00
Debris Billing/Invoicing Analysts	$39.00

Labor Category	Hourly Labor Rate
Debris Project Coordinator	$33 00
Debris Load Ticket Data Entry Clerks	$3[illegible] 00

Note Specialized services such as those provided by the renowned Senior FEMA Attorney Mr Ernie Abbott, will be billed at the Senior FEMA Appeals Specialist rate of $425 00 per hour and the Associate Attorney will be billed at a rate of $290 00 per hour

Electronic Ticketing Device: Debris monitoring services rates includes the use of Tetra Tech s automated debris management system (ADMS)

Non-Labor Expenses: Non-labor expenses shall be invoiced to the County as follows:

- Travel expenses including airfare and car rental shall be invoiced at cost with no markup receipts are required;
- Lodging shall be invoiced up to the per diem rate according to the GSA rates established at www.gsa.gov; receipts are required;
- Meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required).
- Mileage shall be invoiced at the federally published rate;
- Field documents and other equipment/supplies shall be invoiced at cost with no markup receipts are required; and
- Other required non-labor expenses as may be applicable to the project and pre-approved by the County shall be invoiced at cost with no markup; receipts are required

SUBCONTRACTORS

Method and Reason for Selection

Though the County does not require small, women-owned, minority-owned, and disadvantaged business enterprises (S/W/M/DBE) participation under RFP No RC-651 P-2016 (County's RFP), it is Tetra Tech's practice to embrace S/W/M/DBE participation in its contracting when feasible and possible Tetra Tech has undergone a thorough process of qualifying via the State of South Carolina's Division of Small and Minority Business Directory[1] interviewing and negotiating letters of commitment with several S/W/M/DBE partners for the response of the County's RFP As a result Tetra Tech has teamed with the following South Carolina/Richland County based S/W/M/DBE firms:

Chao and Associates, Inc.	DESA, Inc.	4D Engineering, LLC
Location: Columbia SC	Location: Columbia SC	Location: Lexington, SC
Richland County SLBE Cert No.: E-14-405 Expiration Date: 07/02/2016	Richland County SLBE Cert No.: P-14-314 Expiration Date: 08/29/2016	South Carolina S/MBE Cert No.: 03201314 Expiration Date: 07/31/2018
South Carolina S/MBE Cert No : 09201590 Expiration Date: 10/31/2020	South Carolina S/MBE Cert No : 0233670316 Expiration Date: 3/3/2016	

EXHIBIT 2B
Tetra Tech Task Order Scope and Budget

TETRA TECH

March 16, 2016

Ms. Laura S. Cabiness
Director/City Engineer
Department of Public Service
City of Charleston, South Carolina
75 Calhoun Street
Charleston, SC 29401

Subject: FEMA HMGP and FMA Grant Application Development and Implementation Services

Dear Ms. Cabiness,

Tetra Tech understands that City of Charleston, South Carolina (City) seeks to prepare and submit competilive applications for hazard mitigation grant programs. These applications will be compiled with the best available data and will conform to both the City, State and Federal priorities for hazard mitigation.

BACKGROUND AND PURPOSE

Based on the most recent data available, the City has envisioned two (2) hazard mitigation projects, the first is a residential acquisition/demolition program and the second is a feasibility study for a drainage/road infrastructure mitigation project that includes work associated with the City of Charleston Fire Dept. Station 8 located at 370 Huger Street. The Federal Emergency Management Agency (FEMA) grant programs to potentially fund these mitigation projects are as follows:

- The Hazard Mitigation Grant Program (HMGP) is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Grants provide funding to mitigate against the effects of future disaster flooding and to help communities implement hazard mitigation measures directly tied to a Presidential major disaster declaration. Projects funded under HMGP have a 75% federal cost share. The State of South Carolina is currently taking in pre-applications for funding mitigation projects such as buyout of homes in the special flood hazard area and will fund these projects using approximately $36 million of funds provided by FEMA as a result of Hurricane Juaquin caused flooding.
- The Flood Mitigation Assistance (FMA) is an annual allocation appropriated to FEMA by Congress at $199 million for FY 2016. The FMA program is designed to mitigatate repetitive loss (RL) and severe repetitive loss properties at a higher cost share than the HMGP program. The FEMA cost share for RL properties under an FMA grant is 90% and 100% cost share for SRL properties, respectively.

The objective of this scope of work is to develop the City's grant applications for these upcoming HMGP and FMA grant opportunities. The following is Tetra Tech's proposed approach to the project.

Residential Acquisition/Demolition Application Development and Implementation

The City's residential acquisition/demolition mitigation program will contain properties targeted by the City based on the October 2015 and previous flood events. Tetra Tech will utilize the list provided by the City as the basis for

the applications. For this task order, we expect the City to prov de a target list of approximately 50 residential properties. It is Tetra Tech's understand ng that the City is interested in applying for funds under the HMGP 404 and FMA programs in the hopes of acquiring and demolish ng these damaged properties.

The following scope of work describes the tasks necessary to achieve these goals.

Task 1 – Initiate Outreach Efforts and Project Support

Subtask 1.1 – Property Review of the 50 Properties

There are many properties throughout the City that have been identified as eligible for mitigation. Tetra Tech will work with the City to conduct a desktop review to determine if these properties should be considered for buyout as part of the HMGP and FMA grant programs. Based on the review of loss history, property value and location within the special flood hazard area (SFHA), we will develop a recommendation as to which properties should be targeted for inclusion in a City HMGP buyout application, FMA buyout application, or both applications.

As part of Subtask 1.1 Tetra Tech will assist the City in preparing HMGP residential buyout pre-applications to be submitted to SCEMD for consideration and approval. These pre-applications will be prepared by Tetra Tech for delivery to SCEMD no later than April 4, 2016

Subtask 1.2 – Outreach Materials and Mailing

In order to inform owners of the mitigation programs and obtain necessary contact information, Tetra Tech will produce proposed outreach materials for the City's approval The materials will emphasize that the City of Charleston is preparing for the anticipated grant applicat on and that the property owners *MAY BE* eligible for the program and that further determinations must take place prior to inclusion into the final application. The outreach materials will be sent to the 50 residential property owner's mailing address as identified in the City's property appraisal database. The outreach material will also notify the residents of an upcoming meeting (See Subtask 2 1 below) to inform them of the buyout grant programs the City plans to apply for and request their attendance at this meeting.

Exhibit 1: Task 1 Deliverables

Deliverable	Description
Outreach Materials	Create outreach materials for approval
Desktop Review	Provide a report on the results of the desk audit on for additional properties preliminary identified as eligible
Mailing Support	Conduct mailing of program outreach information
Voluntary Interest Notice (VIN) Tracking	Provide the City of Charleston with the file of and VINs received

Task 2 – Property Owner Outreach and Intake

Subtask 2.1 – Individual Outreach to Interested Property Owners

Tetra Tech will begin the process of engaging the property owners for inclusion in the program with the ultimate goal of including them in the HMGP and/or FMA grant applications based on the list developed during Task 1

Tetra Tech will communicate to the property owner that:

- The HMGP and FMA Grant Programs are voluntary
- This process is designed to determine project feasibility for an application and does not represent an offer
- A mitigation offer may be made to the homeowner only after a grant award by FEMA.

Tetra Tech will accomplish this task via three methods of outreach for properties identified for outreach

- A meeting to educate the 50 prospective homeowners of the grant programs and obtain a signed voluntary interest notice form (VIN) from each homeowner interested in the HMGP and FMA grant programs
- Utilizing a Mitigation Program Hotline and e-mail address
- One-on-one phone calls and correspondence via e-mail

Tetra Tech will record outreach methods in a Tetra Tech s RecoveryTrac™ database and provide progress on outreach activities to the City in real time

Subtask 2.2 – Voluntary Interest Notice Form (VIN) Intake

For property owners that Tetra Tech establishes contact with a VIN form will be requested from the property owner. This will be recorded in the Tetra Tech s RecoveryTrac™ database and the property will be recommended for inclusion in the activities under Task 3

Exhibit 2: Task 2 Deliverables

Deliverable	Description
Property Owner Contact Database	Records of available name and contact information for the property owner(s)
Outreach Report	Record of Tetra Tech's outreach activities
VIN Report	Report on the number of properties that submit a completed VIN form

Task 3 – Property Eligibility Determination, Application Development and Submission

The State of South Carolina Emergency Management Division (SCEMD) and FEMA will select projects for funding, for HMGP and FMA respectively based on a competitive basis and the FEMA will award projects based on eligibility, application completeness, and technical aspects of the project application. SCEMD and FEMA Region IV will conduct a thorough review of the application to determine eligibility and feasibility To maximize the strength of the City's application, Tetra Tech will review the application for compliance with applicable State and FEMA requirements.

Exhibit 3 below illustrates our assumptions to estimate the number of properties that will be included in the mitigation applications As in all projects of this type performed by Tetra Tech in the past, a certain attrition rate is expected of the targeted homes in this grant cycle due to property owner's decision not to participate in the application process for various reasons or their homes are not eligible for funding under the grant program rules Based on the motivation level of the homeowners already expressing interest in a buyout, we have assumed 80% of the properties will be included in one or both of the HMGP and FMA grant applications

Exhibit 3: Anticipated Properties for Mitigation Grant Inclusion

	Include in Initial Application	Excluded from FEMA Applications
Total properties on the Initial Application Outreach List	50	
Properties Determined Not to Be Eligible or Property Owner Not Interested in Mitigation Program*		10
Total:	40	10

*Based on previous grant outreach efforts, Tetra Tech expects a fallout rate of approximately 20% for more highly motivated property owners

**At this time Tetra Tech does not have an estimate as to which properties will be assigned to the HMGP or FMA grant applications

Subtask 3.1 – Site Evaluation and Eligibility Review

Each property with a signed VIN will undergo a specific property evaluation to verify and record property details that include the slab type, square footage, attachments pre-existing conditions and duplication of benefits. Tetra Tech staff will further evaluate each property to determine whether the property remains eligible and to ensure that the property will meet all cost effectiveness requirements

Subtask 3.2 – Utilize the Cost Effectiveness Determinations for Acquisition/Demolition in SFHAs or Applicable BCA

For properties that Tetra Tech staff has (1) reviewed the site evaluation and (2) determined that the property is eligible for the grant program's Cost Effectiveness Determinations for Acquisitions and Elevations in SFHAs Memorandum published by FEMA, Tetra Tech will generate a report documenting the determination and whether the property will be included in the grant application For properties that did not qualify for the Cost Effectiveness Determinations, a full BCA module calculation will be conducted. Those properties that have BCAs above a 1 0 will be included in the grant applications.

Subtask 3.3 – Application Formulation and Data Collection

For properties that are identified in Subtask 3.2 as being cost effective Tetra Tech will work with the City and property owners to gather information and analyze the data provided This information will be included in the mitigation application. This includes:

- Community information
- Hazard Mitigation Plan information
- Maps
- Scope of work and budget
- Funding source information
- Required community executed documents (maintenance agreements statement of assurances declaration and release)
- Project schedule scope and project implementation narrative
- Property specific documentation (such as property owner information tax information structure information and prior flood history)
- National Environmental Policy Act (NEPA) requirements (environmental/historical impacts and alternatives)
- Digital photographs
- Flood Insurance Rate Map (FIRM) information

Subtask 3.4 – Application Submission

With the required documentation collected, Tetra Tech will submit the application and required backup documentation electronically to SCEMD. Tetra Tech has estimated one (1) HMGP application and one (1) FMA 2016 application will be submitted. The City will then review the final documentation and digitally sign for consideration by SCEMD and FEMA. Tetra Tech will cooperatively work with the City to determine the properties that should be assigned to a unique grant application. Factors such as funding limitations in the HMGP allocation SRL and RL designation, and homeowner needs will be utilized for this subtask.

Exhibit 4: Task 3 Deliverables

Deliverable	Description
Acquisition/Demolition Grant Application(s)	A complete application for residential property owners who are willing to participate in an acquisition/demolition program

Task 4 – Request for Information (RFI) Support

Tetra Tech will support the City through the FEMA application approval process by developing and submitting information in response to SCEMD requests for additional information (RFI) to support the submitted HMGP and FMA application.

Exhibit 5: Task 4 Deliverables

Deliverable	Description
RFI Responses	A response to the RFIs on the application that are presented by SCEMD or FEMA

Task 5 – Develop Infrastructure Mitigation Application

In addition to the acquisition/demolition application, the City has also envisioned developing an infrastructure application focused on conducting a feasibility study to examine alternatives to alleviate flooding near the City of Charleston Fire Dept. Station 8 located at 370 Huger Street. Tetra Tech will support the City to prepare an application for submittal to the SCEMD and FEMA and respond to any Requests for Information about the application. As described in the previous sections, Tetra Tech would work with the City to match the project with the most appropriate source of funding (e.g. HMGP or FMA) and collect the necessary data for application to the State and FEMA.

As part of Task 5 Tetra Tech will assist the City in preparing the HMGP pre-application to be submitted to SCEMD for consideration and approval. This pre-application will be prepared by Tetra Tech for delivery to SCEMD no later than April 4, 2016. Tetra Tech will also prepare the full HMGP application for submittal to SCEMD no later than October 4, 2016. Tetra tech will also assist in the preparation of an FMA application if it is determined that the proposed project could be selected for funding by FMA grant program.

Task 6 – Implementation of Property Acquisition Program

For applications awarded under the HMGP grant, eligible pre-award costs, project management and project implementation costs will be reimbursed to the City at the rate of 75% by FEMA. The remaining 25% is the local share of the project costs. For applications awarded under the FMA program, eligible pre-award costs encumbered after the application window opens, project management and project implementation costs will be

reimbursed to the City at a rate of either 90% or 100% by FEMA for RL and SRL properties, respectively Any remaining costs, up to 10% for RL, is the local share of the project costs

Task 6 services performed by Tetra Tech to admin ster and implement the City's approved grant(s) will be funded utilizing·

(1) Administrative costs defined as services that cannot be directly attributable to any single home acquisition project (e.g.. indirect costs) These are general administration costs attributed to the overall management of the grant. Pursuant to the HMA guidance developed by FEMA, these costs cannot exceed five percent of the total grant award

(2) Project management costs associated with the processing of each property acquisition will be applied to individual properties and b'lled accordingly (e g. on a per parcel basis). These tasks include the obtaining the voluntary offer to sell package, calculation of dup ications of benefits, presentation of the mitigation offer to the applicant, environmental/historical reviews, interim project inspections, and final program inspection and closeouts

The cost and timeline for performing Task 6 will be provided once a final number of properties are approved by the State and FEMA for funding

Optional Task 1: Develop Additional Residential Property Applications

In addition to the initial list of targeted homeowners that have expressed interest in a buyout of their homes as part of the HMGP and FMA Grant application process, there are additional properties that have been identified by the National Flood Insurance Program (NFIP) as potential candidates for buyout as part of the HMGP and FMA Grant Programs

As many of the RL and SRL homeowners have not been made aware of the City's intention to apply for the HMGP and FMA, grants, Optional Task 1 would involve performing the same Tasks 1 thru 4 above for these additional properties including outreach, intake and application development as part of the HMGP and FMA Grant Program application process.

Tetra Tech will follow the same steps outlined during Tasks 2 through 4 of the process. This work will be billed on an hourly basis as a cost of $500 per property that Tetra Tech receives a completed VIN and for which an application packet is developed each property to be included in the City s HMGP and/or FMA grant applications

PROJECT SCHEDULE/TIMELINE

Tetra Tech will work with City to determine if the delivery schedule below is appropriate given City's priorities and operational considerations. Exhibit 6 illustrates the completion dates for each task.

Exhibit 6: Estimated Project Schedule

Task	Anticipated Completion Date
Task 1 – Initiate Outreach Efforts and Project Support	March 25,2016
Delivery of HMGP Pre-Applications to SCEMD	April 4, 2016
Task 2 – Property Owner Outreach and Intake	April 22, 2016
Task 3 – Property Eligibility Determination, Application Development and Submission	May 15, 2016

Submit FMA Application	June 15, 2016
Submit Final HMGP Application	October 4 2016
Task 4 – RFI Support (for both FMA and HMGP)	October 30, 2016
Task 5 – Develop Infrastructure Mitigation Application	August 31, 2016
Delivery of HMGP Pre-Applications to SCEMD	April 4, 2016
Submit Final HMGP Application	October 4, 2016
Task 6 – Implementation of Property Acquisition Program	TBD
Optional Task 1 – Develop Additional Residential Properties Applications	TBD

PROJECT COST PROPOSAL

Tetra Tech proposes performing the project on a time and materials basis with a not-to-exceed price using an invoicing plan based on monthly invoices. The not-to-exceed price is based on assumptions developed during the initial evaluation of the feasibility of this evaluation. The not-to-exceed price is derived from estimating the number of work hours for each task; estimating the cost of materials printing and administrative expenses; and budgeting for reasonable and customary travel expenses for on-site reviews Exhibits 7 and 8 offers a breakdown of our proposed price by project phase

Exhibit 7: Estimated Cost Breakdown by Tasks 1 through 6
(Includes labor, materials, and travel expenses)

Task	Estimated Cost
Task 1 – Initiate Outreach Efforts and Project Support	$3,100
Task 2 – Property Owner Outreach and Intake	$ 12,330
Task 3 – Property Eligibility Determination, Application Development and Submission	$ 17,360
Task 4 – RFI Support	$ 2,200
Task 5 – Develop Infrastructure Mitigation Application	$ 5,000
Task 6 – Implementation of Property Acquisitions Program	TBD
Estimated Total:	**$ 39,990**

Tetra Tech is prepared to negotiate a mutually agreed to scope and budget, as needed, to meet the City's specific needs

Exhibit 8. Estimated Cost Breakdown by Task 7
(Includes labor materials and travel expenses)

Task	Estimated Cost
Optional Task 1 – Develop Additional Residential Properties Applications	$500/Parcel

PROJECT ASSUMPTIONS AND CONSTRAINTS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Implementation Budget of Acquisition Projects** The budget for Task 6 assumes that the administrative and project costs will be determined upon grant award.
- **SRL/RL Property List:** The City will be responsible for obtaining the list of properties on the SRL and RL list from FEMA Region IV.
- **Optional Task 1 Cost:** Tetra Tech will develop buyout application packets for additional RL and SRL properties (beyond the initial 50 properties) at a cost of $500 per parcel. This fee will be billed on a time and materials basis pursuant to the terms and rates in our contract The City will be billed for additional properties when a Voluntary Interest Notice (VIN) is executed by the property owner and work begins on development of the propertys application for buyout
- **Property Outreach:** Tetra Tech assumes that the City has done limited outreach to eligible properties classified as SRL or RL
- **Application Development and Implementation Budget of Projects Other than Acquisition.** The budget for Tasks 1 through 4 is an estimation of the level of effort needed for the projects currently under consideration by the City of Charleston which would be comprised of two (2) applications – the first to the SCEMD for the HMGP application and the second to FEMA for the 2016 FMA program application.
- **Support of Future Grant Applications.** The work conducted to prepare this HMGP and FMA application will be extremely useful and can be leveraged to submit future applications under Hazard Mitigation Assistance programs including the FMA 2017 application and future FMA funding cycles.
- **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Access to Key Personnel.** Availability of City key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Deliverables.** Tetra Tech agrees to deliver the following
  - Outreach Materials
  - Mailing Support
  - VIN Tracking
  - Property Owner Contact Database
  - Outreach Report
  - VIN Report
  - Property Review Worksheet
  - Site Evaluation
  - Eligibility Review or BCA Report
  - FMA or HMGP Application
  - RFI Responses

- Acquisition Case Management Files and Closeout reports (during project implementation once funding is awarded)
- Weekly and required Quarterly Reports (during project implementation once funding is awarded)
-

- Work Location/Meeting Space. City will provide on-site workspace for the duration of the project as needed
- Proposal. This proposal is based on our current understanding of the project and revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City The final approved proposal should be part of the awarded contract/purchase order by reference or incorporated as an exhibit.

Tetra Tech is pleased to offer this proposal and looks forward to the opportunity to continue working with the City Please contact the representatives listed below with questions concerning this letter.

Contractual representative	Technical representative
Ms. Betty Kamara	Mr. Jonathan Burgiel
2301 Lucien Way Suite 120	2301 Lucie Way Ste. 120
Maitland FL 32751	Maitland FL 32751
Phone (321) 441-8518	Phone: (321) 441-8510
Fax. (321) 441-8501	Fax (321) 441-8501
E-mai betty.kamara@TetraTech.com	E-mail jonathan.burgiel@tetratech.com

Sincerely,

Tetra Tech, Inc

Jonathan Burgie
Vice President

EXHIBIT 2

CITY OF CHARLESTON, SOUTH CAROLINA
TASK ORDER NO. 072017-CharlestonCity-HMGPApp

The City of Charleston, South Carolina (City) hereby authorizes the services to be performed by Tetra Tech, Inc. (Tetra Tech) for the period of performance and estimated budget set forth herein.

The services to be provided under this Task Order shall be in accordance with the terms and conditions of the Cooperative Purchasing Agreement between the City of Charleston, SC and Tetra Tech, dated March 25, 2016. This Task Order only authorizes the provision of the following services described and billing rates provided below. A separate Task Order is required to provide work on any other project.

PROJECT: HMGP Grant Application Development and Submission Services

INTRODUCTION:

Based on the most recent data available, as well as discussions with the City, the City has envisioned pursuing two types of hazard mitigation grant projects: (1) Voluntary Acquisition and Demolition and (2) Structure Elevations.

The City's residential mitigation programs will target 49 total residential properties that have experienced past flooding damage in the City, that are located in the Special Flood Hazard Area (SHFA) and have been selected by the City as a priority for mitigation. Of these there are 39 properties that will be targeted for the acquisition application, and 10 properties that will be targeted for Structure Elevation. It is Tetra Tech's understanding that the City is interested applying for funds under the HMGP 404 in the hopes of mitigating these properties, and preventing further damage to the structures.

To that end, the City has requested that Tetra Tech support the City in this pursuit by completing and submitting the following 3 applications under the DR-4286-SC HMGP (404) grant program:

- Application 1: Voluntary Acquisition and Demolition of 39 properties
- Application 2: Structure Elevation of 10 Structures
- Application 3: Resubmittal of DR-4241-SC, Application 280 for the Voluntary Acquisition and Demolition of 12 properties.

The Federal Emergency Management Agency (FEMA) grant program identified to potentially fund these projects are as follows:

- The Hazard Mitigation Grant Program (HMGP) is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Grants provide funding to mitigate against the effects of future disaster flooding and to help communities implement hazard mitigation measures directly tied to a Presidential major disaster declaration. Projects funded under HMGP have a 75% federal cost share.

The objective of this scope of work is to develop and complete the City's grant applications for the upcoming HMGP grant opportunity under DR-4286-SC. Tasks 1 and 2 specifically address the scope of work to be completed in order to obtain sufficient supporting documentation to support application development for 49 properties. Tasks 3 and 4 address the scope of work tasks necessary to achieve the application submission and additional information requests for the Residential Acquisition/Demolition that may come from FEMA/The State of South Carolina, and the Elevation Application Development and Resubmission of DR 4241, Application 280.

DURATION OF WORK:

Estimated project term: July 7, 2017 through August 31, 2018

Tetra Tech will work with City to determine if the delivery schedule below is appropriate. Exhibit 1 illustrates the estimated completion dates for each task.

Exhibit 1: Estimated Project Schedule

Deliverable	Estimated Timeline
Task 1 – Initiate Outreach Efforts and Mailing Deadline	July 14, 2017
Task 2 – Documentation Intake and Property Research	July 21, 2017
Task 3- Application Development and Submission	August 1, 2017
Task 4– RFI Support	August 1, 2018

The period of performance may be extended upon approval by both parties. To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.

SCOPE OF WORK:

Task 1. Initiate Outreach Efforts and Mailing

Subtask 1.1 – Outreach Materials and Mailing

It is Tetra Tech's understanding that the residential structures that are to be targeted in the application have been identified by the City, and have been included on a Pre-Application to the HGMP Program.

In order to inform these owners of the mitigation program and obtain necessary contact information, Tetra Tech will produce proposed outreach materials for the City's approval. One set of materials will be for the acquisition and demolition program, and the other set will be for the elevation of the structures. The materials will emphasize that the City of Charleston is preparing for the anticipated grant application and that the property owners may be eligible for the program and that further determinations must take place prior to inclusion into the final application. The outreach materials will be sent to the residential property owner's mailing address as identified in the City's property appraisal database. The mailing will also provide instructions for homeowners to submit required documentation (via email, fax or in person at 2 George Street, Charleston, SC 29401) by established deadlines set forth by the Tetra Tech team and approved by the City. The following items will be requested from each homeowner who would like consideration to be included in the HMGP Application:

- Completed Voluntary Interest Notice (VIN) form with all contact information
- FEMA Declaration and Release Form (Citizenship verification form)
- Color Photos of Property taken from all four sides

One (1) week before the set deadline, Tetra Tech will issue a Postcard mailing to all homeowners, reminding them to submit their documentation to the program by deadline date.

Subtask 1.2 – Public Meeting

Tetra Tech will facilitate one public meeting for interested property owners within the City. The meeting will help reinforce the outreach materials, answer questions about the HMGP process and requirements for inclusion into the HMGP Application, and assist in obtainment of property owner contact information.

Exhibit 2: Task 1 Deliverables

Deliverable	Description
Update Outreach Materials for Acquisition and for Elevation	Create outreach materials for approval
Mailing Support	Conduct mailing of program outreach information.
Post Card Mailing	Conduct follow up post card mailing
Public Meeting	Conduct a public meeting to discuss the upcoming funding opportunity and requirements of the participating property owners

Task 2. Documentation Intake and Property Eligibility Determination

For the property owners that Tetra Tech establishes contact with, a VIN form, Declaration and Release form, and color photos of the property will be requested from the property owner. This will be recorded in the Tetra Tech's database and the property will be recommended for inclusion in the activities under Task 3. Tetra Tech will inform the City after the homeowner deadline passes which properties have submitted their documentation to the program.

Tetra Tech will document the location of the properties in the flood zone and then will utilize best available data including: GoogleMaps, property appraiser data, Flood Maps (FIRMs) and photos to identify, record and analyze:

- Base flood elevation
- Adjacent grade elevation
- Structural details
- Foundation Type
- Date of Construction
- Elevation or Acquisition Feasibility
- First Floor Elevation

- Cost Data
- Pre-Calculated Benefits Cost Effectiveness Determinations for Acquisitions

Each property with a signed property owner VIN form will also undergo a specific property evaluation to verify and record structural details that include the slab type, square footage, attachments, pre-existing conditions, structural integrity, elevation feasibility, and first floor elevation.

The results of the site evaluation will then be analyzed by the Tetra Tech staff to determine whether the property continues to be eligible for elevation and whether the property should continue to move forward in the Acquisition application or Elevation application. Tetra Tech will provide the City a list of properties recommended to be included in the final applications.

Exhibit 3: Task 2 Deliverables

Deliverable	Description
Property Owner Contact Database	Records of available name and contact information for the property owner(s)
Outreach Report	Record of Tetra Tech's outreach activities
VIN Report	Report on the number of properties that submit a completed VIN form
Recommendations List	Report on the properties that Tetra Tech has determined to be eligible for application development

Task 3. Application Development and Submission

Subtask 3.1 – Application Formulation, Data Collection and Submission for Acquisition and Elevation Applications

For those properties that are identified in Task 2 as being eligible under the Pre-Calculated Benefits Cost Effectiveness Determinations for Acquisitions Tetra Tech will work with the City and property owners to gather information, analyze data, and include the additional standard components necessary for a HMGP application including:

- Community information
- Hazard Mitigation Plan information
- Maps
- Scope of work and budget
- Local match funding source information for properties
- Required community executed documents (maintenance agreements, statement of assurances, declaration and release)
- Project schedule and project implementation narrative
- Property specific documentation (such as property owner information, tax information, structure information and prior flood history)
- National Environmental Policy Act (NEPA) requirements (environmental/historical impacts and alternatives)
- Digital photographs
- Flood Insurance Rate Map (FIRM) information

Tetra Tech will enter the application data and required backup documentation into the SCRecovery Grants system for the applications. The City will be provided final documentation and documents to sign, and Tetra Tech will submit the application for consideration on the City's behalf.

Subtask 3.2 – Application Formulation, Data Collection and Submission for Elevation Applications

For those properties that are identified in Task 2 as being eligible under the Pre-Calculated Benefits Cost Effectiveness Determinations for Elevations, Tetra Tech will work with the City and property owners to gather information, analyze data, and include the additional standard components necessary for an Elevation HMGP application including not only the same information gathered for the acquisition applications, but also:

- Historical data for Structures, and any Historical reviews required for mitigation
- First Floor Elevation Data or Estimates
- Base Flood Elevation Data or Estimates

- Project Budget per square foot estimates

Tetra Tech will enter the application data and required backup documentation into the SCRecovery Grants system for the applications. The City will be provided final documentation and documents to sign, and Tetra Tech will submit the application for consideration on the City's behalf.

Subtask 3.3 Resubmission of DR 4241 Acquisition Application 280

Tetra Tech will also compile existing documentation, have the City resign application documents and resubmit previously submitted DR 4241 Acquisition Application (280) into the SCRecovery Grants system for the City of Charleston. It is anticipated that all of the previously submitted documentation for this application will be acceptable for the submission under DR 4283 and that no additional information will be required.

Exhibit 4: Task 3 Project Deliverables

Deliverable	Description
Property Review Report	Report on the findings of the property review
Documentation for Signature to City officials	Tetra Tech will compile and complete documentation for City officials to sign in order to complete application
Application Submittal	Completion and Submittal of all acquisition and elevation applications to the SCEMD

Task 4. Request for Information (RFI) Support

Tetra Tech will support the City through the FEMA application approval process by:

- Receiving SCEMD/FEMA requests for additional information to support the submitted HMGP application,
- Working with the City to develop the additional information, and
- Submitting the additional information to SCEMD/FEMA for review by determined deadlines.

It is anticipated that the City will receive one request for information request for each application submitted.

Exhibit 5: Task 4 Project Deliverables

Deliverable	Description
RFI Responses	A response to the RFIs on the application that are presented by SCEMD or FEMA.

ESTIMATED COST (not to exceed):

Initial Not-to Exceed Amount: $32,410.00

The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates along with direct project related expenses reimbursed to Tetra Tech as set forth in Cooperative Purchasing Agreement between the City of Charleston, SC and Tetra Tech. Table 1 below outlines the anticipated staff positions and level of effort for this assignment. Table 2 below shows the estimated cost breakdown by task.

Table1: Estimated Cost Breakdown by Labor Category

Labor Category	Hourly Rate	Estimated Hours	Estimated Cost
Project Manager	$175.00	10	$1,750.00
Consultant II	$125.00	157	$19,625.00
Program Analyst	$100.00	95	$9,500.00
Administrative Specialist	$44.00	10	$440.00
Estimated Travel Expenses			$1,095.00
Estimated Subtotal for Tasks 1- 4			**$32,410.00**

Table 2: Estimated Cost Breakdown by Task
(Inclusive of expenses)

Task	Estimated Cost
Task 1 – Project Initiation and Mailing	$3,685
Task 2 - Documentation Intake and Property Eligibility Determination	$8,550
Task 3 (3.1) - Application Development and Submission for Acquisition Applications	$11,600
Task 3 (3.2) - Application Development and Submission for Elevation Applications	$3,850
Task 3 (3.3) Application Resubmission for DR 4241 Acquisition Application 280	$625
Task 4 – Request for Information Project support of Applications	$4,100
Estimated Total:	$32,410.00

All non-labor related project cost shall be invoiced as follows: (1) travel expenses including airfare and car rental shall be invoiced at cost without mark-up; (2) lodging shall be invoiced up to the per diem rate according to the General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate (no receipts are required); (4) mileage shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project and pre-approved by Tetra Tech and the City shall be invoiced at cost without mark-up.

ASSUMPTIONS:

The scope of services and project costs shown above were developed with the following assumptions and exclusions:

- **Included Properties.** The initial outreach will be conducted for 49 total properties, 39 for acquisition and 10 for Elevation properties.
- **Resubmission of DR 4241 application.** It is Tetra Tech's understanding that no further documentation collection or additional work is needed for the application, just the resubmission of the application documents into SCRecovery Grants.
- **Elevation of Properties feasibility.** If the structures are determined to be ineligible for structure elevation (where applicable), there will be no application created for this task.
- **Intake Deadline.** It is assumed that no additional properties will be included for consideration into the application after Tetra Tech and City set deadline.
- **There will be no additional individual outreach to the properties after first initial mailings and post card mailing.** Homeowners will be required to follow up with the program and return documentation by set deadlines in order to be eligible for inclusion in the application.
- **Request for Information.** It is anticipated that SCEMD will review and issue one request for information request for each application. If there is more than one request for information and review completed, Tetra Tech will work with the City to adjust this task order as needed.
- **Project Sponsor.** City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Access to Key Personnel.** Availability of City key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Support of Future Grant Applications.** The work conducted to prepare these application will be extremely useful and can be leveraged to submit future applications under Hazard Mitigation Assistance programs including the FMA 2017 application and future FMA funding cycles.
- **Deliverables.** Tetra Tech agrees to deliver the following to the City's Project Sponsor:
  - Outreach Materials

- Mailing Support
- VIN Tracking
- Property Owner Contact Database
- Outreach Report
- VIN Report
- HMGP Applications
- RFI Responses
- Acquisition/Elevation Case Management Files
- Bi- Weekly and required Quarterly Reports

- **Remote Application Development.** Other than presenting at the public meetings, it is anticipated that the majority of the application development will be conducted remotely. This will require some assistance from the City when it is necessary to obtain or remit hard copies of grant documentation.

INVOICE AND PAYMENT:

Monthly Invoices -- Invoices are to be mailed to:

City of Charleston, South Carolina
2 George Street
Charleston, SC 29401
Attn: Department of Public Service

Payment terms are Net 30 days -- Payments are to be mailed to:

Tetra Tech, Inc.
PO Box 911642
Denver, CO 80291-1642
Phone 321.441.8545 Brad Wesolowski
Email brad.wesolowski@tetratech.com

APPROVED BY:

Tetra Tech, Inc.

Signature: Jonathan Burgiel

Name: Jonathan Burgiel

Title: Vice President/Operations Manager

City of Charleston, South Carolina

Signature: Andy Wharton

Name: Andy Wharton

Title: CFO

EXHIBIT 2

Tetra Tech Proposal Letter dated December 5, 2017

TETRA TECH

December 5, 2017

Ms. Laura S. Cabiness
Director/City Engineer
Department of Public Service
City of Charleston
75 Calhoun Street
Charleston, SC 29401

Subject: HMGP Grant Application Implementation

Dear Ms. Cabiness,

Tetra Tech understands that City of Charleston, South Carolina (City) seeks to have Tetra Tech complete implementation for two of the City's approved HMGP acquisition projects. Included within this document is the scope for performing this task. This proposal includes the scope of work for implementation for applications FEMA 4241-DR-SC-54-280 and FEMA 4241-DR-SC-52-226 and includes a total of 48 properties.

BACKGROUND AND PURPOSE

The flooding event that impacted the State of South Carolina from October 1 through October 5, 2015 was unprecedented in nature, destroying significant infrastructure throughout the State. The City of Charleston was one of the most impacted areas, with many residents' homes flooded and several roads made impassable. As a result of the storm, many structure owners experienced significant losses not fully covered by insurance or FEMA Individual Assistance.

As a result of the disaster, the City of Charleston applied for, and was awarded two Hazard Mitigation Grant Program (HMGP) grant allocations to mitigate against the effects of future disaster flooding. HMGP is authorized under Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Stafford Act constitutes the statutory authority for most Federal disaster response activities especially as they pertain to FEMA programs.

The objective of this scope of work is to implement the City's HMGP grant for FEMA 4241-DR-SC-54-280 and FEMA 4241-DR-SC-52-226 and includes a total of 48 properties.

ROLES AND RESPONSIBILITIES

Tetra Tech will administer the grant, complete necessary environmental-related inspections, and manage the acquisition, demolition and restoration process for the homes in this application.

The City will continue to have an active and vital role throughout the grant administration and implementation process. The City will serve as the official sub-recipient of the project, coordinate efforts with all State and Federal Stakeholders as well make all final decisions regarding the real property acquisitions. Charleston will conduct the transmission of funding requests to and from the State, will manage the payment of all outside services, and coordinate with Tetra Tech to accurately track all invoices and financial data. The City will follow their standard procurement processes in order to complete and be responsible for real property acquisition tasks related to the contracting for demolition, appraisals, title search, and property closing services. Charleston will be involved in the approval process of all offers made

EMI Division
2301 Lucien Way Suite 120, Maitland, Florida
Tel (321) 441-8500 Fax (321)441-8501 tetratech.com

to property owners, make decisions regarding future land use of the acquired property and maintain that property in perpetuity according to FEMA Model Deed Restrictions.

For this grant, project management and project implementation costs will be reimbursed to the City at the rate of 75% by the FEMA. The remaining 25% is the local share of the project costs and the City is intending to cover this portion for the homeowners. In previous conversations with the City, Tetra Tech and the City will share responsibilities for certain tasks under this program.

Tetra Tech's will administer the grant, complete necessary environmental-related inspections, and manage the acquisition, demolition and restoration process for homes in this application.

The City will be responsible for the remaining required acquisition tasks related to contracting for demolition, appraisals, title search, property closing services, and the transmission of funding requests to the State.

SCOPE OF WORK

The attached scope of work describes tasks related to the administration of Tetra Tech's portion of the HMGP grant implementation. The table below describes those tasks that are covered under the general grant administration component/budget of the grant (Indirect) versus those tasks that are directly attributable to a single parcel (Direct).

Task	Indirect vs. Direct
Task 1 – HMGP Grant Management	Indirect
Task 2 – Environmental Inspections	Direct
Task 3 – Acquisition, Demolition and Restoration Management	Direct

TASK 1: HMGP GRANT ADMINISTRATION

Kickoff Meeting

Upon receipt of a City Purchase Order (PO), Tetra Tech will schedule and conduct a project kickoff and initiation meeting with City stakeholders. During this meeting, the City and Tetra Tech will review the project scope, project assumptions, goals, objectives, timelines, and Project Sponsor designation.

Implementation Planning and Grant Administration

Tetra Tech will provide program management and grant compliance monitoring from start up through the closeout process in accordance with FEMA's Hazard Mitigation Assistance (HMA) guidance. Tetra Tech will perform the following activities during project implementation:

- Maintain an open communication channel for structure owners for project related inquiries
    - Inform structure owners of award, timeline and contact information for the program through a property acquisition handbook
    - Assisting structure owners throughout the acquisition process
    - Assisting in the development of a Voluntary Offer-to-Sell document

- Monitor the buyout project implementation activities in consideration of National Environmental Policy Act (NEPA) requirements as identified in the HMGP application.
- Managing and assisting in City's procurement process for necessary services for implementation to include assistance in procuring Demolition Contractors.[1]
- Establish a document management system to manage both hard copy and electronic paperwork. Paper files will be maintained at the client site in the City and turned over to the City at project closeout. Electronic files will be maintained by Tetra Tech and stored on Tetra Tech's SharePoint site for minimum of three (3) years after closeout.
- Perform reconciliation of project costs, compose and submit payment recommendations and funding requests (e.g. Request for Reimbursements) to the City for their submission to the South Carolina Emergency Management Division (SCEMD).
- Assist the City in managing the project budget in accordance with HMGP grant requirements.
- Assist the City with developing policies and procedures for:
    - Allowable land use plan according to Open Space Requirements of the grant.
    - Structure owner purchase appeal process
    - Salvage policy
- Submit a Bi-weekly Status Report to the Project Sponsor that summarizes accomplishments that have been achieved, goals for the next reporting period, and alerts the clients to any unforeseen delays or issues in project execution.
- Prepare Quarterly Reports, as required by FEMA and SCEMD, for the City's review and submittal.
- Work with the State and FEMA to obtain prior approval for Budget and Scope of Work changes that deviate from the original Budget and Scope of Work submitted in the application.
- Prepare the City with audit filings.
- Attend City, SCEMD, and/or FEMA initial, interim and final inspections or audit(s).
- Support the City response to Requests for Information (RFI) directed by FEMA and/or SCEMD.

TASK 2 – ENVIRONMENTAL INSPECTIONS

Tetra Tech will conduct initial testing for asbestos-containing materials (ACM) to meet Federal, State and Local regulations, including the U.S. Department of Housing and Urban Development, the Occupational Safety and Health Administration and the U.S. Environmental Protection Agency. This task will occur prior to acquisition of the property by the City for properties that have a structure on them.[2] Tetra Tech will obtain Right-of-Entry forms for all properties prior to asbestos inspections.

Asbestos Inspection Report

Tetra Tech will conduct a pre-demolition asbestos inspection and building materials survey that satisfies the requirements of the United States Environmental Protection Agency's National Emission Standard for Hazardous Air Pollutants (40 CFR Part 61), the South Carolina Regulation 61-86.1 Standards of

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[1] The City will not require assistance retaining legal, title survey or appraisal services.

[2] For this scope of work, Tetra Tech assumes buyout properties contain lead based paint, and therefore testing will not be required. Tetra Tech will work with the City to incorporate a requirement for safe-lead based paint handling skills within the demolition contractor scope of work.

Performance for Asbestos Projects, and HUD 24 CFR, Part 35. The inspection survey will be conducted in a manner sufficient to identify suspected asbestos containing materials.

Tetra Tech will prepare an Asbestos Inspection Report that includes:

- Introduction/Project Description.
- The name(s), title(s), and license numbers of the Licensed Asbestos Inspector who completed the inspection.
- The number of unique suspect asbestos-containing materials (ACMs) that were identified (hereby referred to as "homogeneous areas"), and a description of sampling frequency, methods, and location selection criteria.
- The analytical methods that were used and include the name of the laboratory and proof of South Carolina certification.
- Inspection Results: Provide inspection results in a clear table format sorted by homogeneous area. The table should include, at minimum, the following information for each homogenous area:
    - Written description of the material and associated ACM category.
    - Bulk sample locations.
    - Percentage and type(s) of asbestos detected.
    - Friability determination.
    - Estimated quantity
    - Location(s) where the material is present.
    - Each sample identification should also clearly correlate to a floor plan that identifies each homogeneous area and bulk sample location in a visual way.
    - Pictures of sampling locations in cases where further clarification may be necessary.
    - A detailed listing of suspect ACMs that were determined not to contain asbestos, as well as any materials containing less than 1% asbestos using accepted analytical techniques;
    - Laboratory analytical report(s) and chain of custody.

TASK 3 – ACQUISITION, DEMOLITION AND RESTORATION MANAGEMENT

Pre-offer Activities

To prepare for presenting a Voluntary Offer-to-Sell package to purchase a property, Tetra tech will complete the following for the City's review:

- Coordinate two on-site kickoff meetings with homeowners to prepare them for the buyout process
- Coordinate with the City's designated Property Appraiser to determine the pre-flood Fair Market Value (FMV) of the buyout property or current market value of the property for owners who purchased the structures post flood.
- Request documentation from the structure owners for and process Duplication of Benefits determinations.
- Complete and have structure owners sign the required Voluntary Notice of Participation Document
- Prepare and submit a Determination of Compensation Letter for structure owners

- Develop Voluntary Offer-to-Sell Packages for each property. In the development of these packages, Tetra Tech will document for each property duplication of benefits and mitigation offer (buyout offer)
    - Manage owner appeals, if there is a dispute on the offer price (If established by the City)

Tetra Tech will submit the final buyout offer package to the City for review, approval and acceptance by the City Council. Once approved Tetra Tech will:

- Meet with structure owners to present offer to sell packages and obtain signatures on appropriate documentation
- Review final deed restrictions for HMGP program compliance

Managing Acquisition Closing Process Administration

Once the offer has been accepted, Tetra Tech will assist the City's designated acquisition attorney by providing necessary data for inclusion in the closing documents. Tetra Tech's tasks following the closing include:

- Requesting Title searches from the City's designated Title Company;
- Reviewing Warranty Deeds for grant compliance;
- Scheduling closings for structure owners with the City's designated Title Company (or City);
- Conducting review of closing documentation;
- Informing structure owner and tenants of Vacancy requirement;
- Completing the Inspection of Vacancy; and
- Maintaining documentation for closeout.

The City's designated acquisition attorney's responsibilities will include final preparation of the closing documents and meeting with the structure owner for execution.[3]

Demolition Coordination and Documentation Services

Once the Voluntary Offer-to-Sell has been accepted by the owner, property closing has occurred and the City takes possession of the property, Tetra Tech will assist the City in assigning a property to the demolition contractor(s) for demolition. The City or Demolition Contractor will coordinate utility disconnects (if necessary) and prepare the site for demolition. Tetra Tech will provide oversight of the demolition process by:

- Scheduling demolitions
- Coordinate with non-profit and volunteer organizations prior to demolition to allow them access to the property to identify and remove items that could be reused for beneficial purposes (optional);[4]
- Executing necessary notifications (e.g. action in the special flood hazard area),
- Ensuring demolition contractors obtain copies of the necessary City permits,
- Conducting five inspections and photographing the property at the milestones listed below:
    - Inspection 1: Vacancy Inspection of the property 24 hours before closing

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[3] See Assumptions section below for complete list of the City attorney's activities as part of this Project.

[4] The City has not determined the process for selective salvage at this time. If a program is put in place, Tetra Tech will execute on this action.

  - Inspection 2 : Post-Property Acquisition & Hazardous Materials Identification – Day after closing
  - Inspection 3: Post-demolition – Day after demolition completed
  - Inspection 4: Post lot clearing and restoration – Day after lot clearing/seeding completed
  - Inspection 5: 2-month post-lot clearing – *Approximately 2 months are lot is cleared*
- Demolition site walkthroughs and demolition monitoring during operations (as necessary)
- Receiving invoices from demolition contractors and submitting them to the City for payment
- Manage the scheduling of the final project inspection and certification of completion by the City. Once certified, Tetra Tech maintain a copy of the Certificate, and send a copy of the Certification to the State.

PROJECT TIMELINE

Tetra Tech will work with the City to determine if the delivery schedule below is appropriate given City's priorities and operational considerations. Exhibit 4 illustrates the anticipated completion dates for each task.

Exhibit 4: Estimated Project Schedule

Deliverable	Anticipated Completion Date
Task 1 – HMGP Grant Management	April 15, 2019
Task 2 – Environmental Inspections	January 15, 2019
Task 3 – Acquisition, Demolition and Restoration Management	February 1, 2019

PROJECT COST PROPOSAL

Tetra Tech proposes performing the project on a time and materials basis with a not-to-exceed price using an invoicing plan based on monthly invoices. The not-to-exceed price is based on assumptions developed during the initial evaluation of the feasibility of this evaluation. The not-to-exceed price is derived from estimating the number of work hours for each task. Exhibit 5 offers a breakdown of our proposed price by project phase.

Exhibit 5: Estimated Cost Breakdown by Task
(Includes labor, materials, and travel expenses)

Task	Estimated Cost
Task 1 – HMGP Grant Management	$527,880.00
Task 2 – Environmental Inspections	$59,873.00
Task 3 – Acquisition, Demolition and Restoration Management	$165,317.00

Task 4 (Optional)- Neighborhood Public Outreach Meeting regarding Acquisitions	$6,000.00[5]
	$753,070.00

This estimate is valid for 60 days from the date of the proposal. To the extent the proposed scope and budget do not meet the County's needs; Tetra Tech would be willing to negotiate a revised scope and budget

ASSUMPTIONS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Timing of property purchase and demolition.** The HMGP guidance requires that a property be demolished within 90 days of being purchased. Tetra Tech will schedule closings and demolitions in tandem to provide the demolition contractor with sufficient time to complete the demolition services.
- **Services not provided by Tetra Tech.** The following services are not covered under this task order and will either be provided by the City or additional contractors: Appraisal, Title Search, Closing, demolition, restoration, and asbestos abatement monitoring.
- **Environmental Reviews.** Environmental reviews will only occur on properties that have an existing structure where demolition will take place.
- **Legal and Closing Documentation Services.** The City will contract with an outside legal assistance to prepare the closing documents for the acquisition of the properties as well as provide clear title to the properties. It is our understanding that the City's legal counsel will perform the following services for each property:
    - Order title report
    - Provide clear title to each property
    - Obtain title insurance commitment
    - Obtain payoffs
    - Prepare HUD-1 Closing Statement and all other typical SC closing docs
    - Prepare deed with restrictions
    - Forward documents to City for signature
    - Schedule closing upon receipt of signed documents from the City
    - Conduct closing
    - File deed
    - Forward closing package to City to include recorded deed and title policy

[5] In discussions with the City, it was communicated that they may like to have Tetra Tech assist in the execution of public meeting's for the neighborhoods in which the homes are being purchased. It is Tetra Tech's understanding that these would not be eligible, reimbursable costs, so Task 4 will be completed upon direction of the City of Charleston, and was not included in the estimated total in Exhibit 1: Estimated Cost Breakdown.

- Forward copy of closing document to Tetra Tech

- **Project Sponsor.** The City will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials.** Documentation pertinent to the execution of this project should be made available to Tetra Tech for review in electronic format within five business days of the request from Tetra Tech.
- **Access to Key Personnel.** Availability of City key personnel is critical to obtaining the information required for the overall success of this project. Information presented by key personnel will be accepted as factual and no confirmation will be made.
- **Work Location/Meeting Space.** Tetra Tech will perform work on and off -site at City of Charleston offices or participate via conference call during the performance period.
- **Period of performance.** To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Payment Plan.** The City will be invoiced monthly for labor expended and expenses incurred in the prior calendar month. Invoice payment terms are net 30 days.
- **Proposal.** This proposal is based on our current understanding of the project and revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the City. The final approved proposal should be part of the awarded contract/purchase order by reference or incorporated as an exhibit.

Tetra Tech is pleased to offer this proposal and looks forward to the opportunity to continue working with the City. Please contact the representatives listed below with questions concerning this letter.

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120
Maitland, FL 32751
Phone: (321) 441-8518
Fax: (321) 441-8501
E-mail: betty.kamara@TetraTech.com

Technical representative:
Mr. Jonathan Burgiel
2301 Lucien Way Ste. 120
Maitland, FL 32751
Phone: (321) 441-8510
Fax: (321) 441-8501
E-mail: jonathan.burgiel@tetratech.com

Sincerely,
Tetra Tech, Inc.

Jonathan Burgiel
Vice President

Project Manager $175.00	Emergency Management Consultant $135.00	IT and Document Control Manager $125.00	Program Analyst $100.00	Field Inspector $95.00	Environmental Reviewer $115.00	Field Monitor $65.00
Tasks	Tasks	Tasks	Tasks	Tasks	Tasks	Tasks
* Oversees all tasks completed	*Completes all reporting to SCEMD and FEMA	*Manages all financial reporting, coordination with City on Requests for Reimbursement	* Maintains all homeowner interaction through the project hotline, email address	* Complete Vacancy Inspections	*Creates the Asbestos Inspection Report Template	*Complete Inspection of Properties and provide data/samples to lab
*Develops overaching goals, timelines and provide oversight on all project management deliverables	*Troubleshoots and serves as a Subject matter expert for eligibility	*Develops and maintains all property financial tracking, project duplication of benefits data	* Handles all homeowner documentation intake and collection	*Take Vacancy Inspection photographs and obtain homeowner signed documents	*QAQC Asbestos Inspection Report and findings	*Interpret lab analysis and compiles the asbestos report
	*Manages all Coordination with City, SCEMD and FEMA	*Maintains and tracks all closeout folder and financials	*Case management for all property specific documents	*Check for Demolition Permitting	*Provide final reports and findings to Project Manager	
	*Develops project management deliverables		*Point of Contact for Homeowners throughout closeout	* Coordinate with non-profit and volunteer organizations for salvage		
	*QAQCs all project documentation and final Offer documents to homeowners/legal etc.		*Update and maintain Contact log/ Email log for all homeowner interaction	*Post- Property Acquisition and HHW Identification		
	* Manage Property Owner Appeals		*Ordering and receiving appraisals, inspections, asbestos testing and closings	* Post-Demolition Inspection		
			*Initiate NTP for Demolitions	*Post lot clearing and restoration inspection		
			*Schedule Demolition Walkthroughs of Properties	* 2 month Post-lot Clearing Inspection		
			*Creating offer documentation	* Make recommendations for approving Demolition Invoices		
			* Inputs all Data and financials			

Staff Position		Project Manager	Emergency Management Consultant	IT and Document Control Manager	Program Analyst	Field Inspector	Environmental Reviewer	Field Monitor	Totals
Billing Rates		$175.00	$135.00	$125.00	$100.00	$95.00	$115.00	$65.00	
Tasks									
Project Admin	Hours	500	690	606	1999	350			4145
	Cost	$87,500.00	$93,150.00	$75,750.00	$199,900.00	$33,250.00	$0.00	$0.00	$489,550.00
Enviromental Inspections	Hours	5	20		5		50	350	430
	Cost	$875.00	$2,700.00	$0.00	$500.00	$0.00	$5,750.00	$22,750.00	$32,575.00
Acquition Demo Rest Management	Hours	199	295	199	440	192			1325
	Cost	$34,825.00	$39,825.00	$24,875.00	$44,000.00	$18,240.00	$0.00	$0.00	$161,765.00
Total Hours		704	1005	805	2444	542	50	350	5900
Total Cost		$123,200.00	$135,675.00	$100,625.00	$244,400.00	$51,490.00	$5,750.00	$22,750.00	$683,890.00

General Expenses by Task	
Project Admin	$450.00
Enviromental Inspections	$25,280.36
Acquition Demo Rest Management	$250.00
Total	**$25,980.36**

Travel expense by Task	
Project Admin	$37,879.84
Enviromental Inspections	$2,000.00
Acquition Demo Rest Management	$3,302.80
Total	**$43,182.64**

TETRA TECH

Hazard Mitigation Grant Program (HMGP)
Overall Implementation Acquisition Services

1. **Post Award Activities and Administration**
    a. Draft Public Notice Post Award
    b. Set up financial tracking system and project file retention
    c. Establish Quarterly Reporting System
2. **Homeowner Communication**
    a. Inform homeowners of award, timeline and contact information for the program through a property acquisition handbook
    b. Assisting homeowners throughout Acquisition Process
    c. Assisting in the Offer development documents
3. **Managing and Assisting in City Procurement process for necessary services for implementation**
    a. Surveying Company (If necessary)
    b. Title Company
    c. Environmental Survey
    d. Property Appraiser (If necessary)
    e. Demolition Contractors
4. **Pre-offer Activities**
    a. Request and Process Duplication of Benefits Documentation
    b. Assisting in the development of the determination of Fair Market Value
    c. Prepare and submit Determination of Compensation Letter for homeowners
5. **Preparing and Presenting Voluntary Offer to Sell Packages for each homeowner**
6. **Managing Acquisition Closing Process Administration**
    a. Requesting Title Searches
    b. Reviewing Warranty Deeds for Grant Compliance
    c. Scheduling Closings for homeowners with Title Company or City
    d. Conducting review of all Closing Documentation
    e. Informing homeowner of Vacancy Requirement
    f. Assisting in Community Inspection of Vacancy
    g. Maintaining all Documentation For Closeout
    h. Submitting Requests for Reimbursement
7. **Demolition Management and Open Space Guidance**
    a. Assisting in the procurement process and bidding for Demolition contracts, title companies etc
    b. Scheduling Demolitions
    c. Conducting/Assisting in conducting in Inspections to ensure the property has been properly cleared
    d. Acquiring photographs of completed acquisitions

   e. Completing inspections of demolished properties
   f. Receiving and ordering payments from demolitions to City
   g. Submitting Requests for Reimbursement
   h. Ensuring City knows Allowable uses of Open Space according to Open Space Requirements

8. **Closeout administration**
   a. Submitting all requests for Reimbursement
   b. Submitting all required documentation to State/FEMA for review
   c. Preparing City with Audit ready filing
9. **URA administration**
   a. Overseeing tenant coordinator
   b. Informing tenants about buyout and relocation