COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Gregg

2. Approval of Minutes:
   February 22, 2022

3. Bids and Purchases

4. Budget, Finance, and Revenue Collections: Approval of the 2022 Master Lease Purchase Financing Agreement with TD Equipment Finance in the amount of $7,183,453. 40 Calhoun St., Charleston, SC. Solicitation Number 22-B001C. [Ordinance]

5. Budget, Finance, and Revenue Collections: Approval of Workers Compensation Excess Insurance renewal with Safety National in the amount of $423,090. Renewal of excess insurance and the 22/23 policy runs April 1, 2022 to April 1, 2023.


7. Fire Department: Approval to submit the 2021 Fire Prevention and Safety Grant (FEMA) after the fact in the amount of $86,525 for smoke alarms, a fire extinguisher training prop., and creating a fire prevention vehicle. There is a 5% match ($4,120.24) in the FY2022-23 budgets. Depending upon timing of the grant award, funding will need to be found in the 2022 budget or budgeted in 2023.

8. Fire Department: Approval to submit the 2022 State Homeland Security grant in the amount of $101,500 for Charleston FD Collapse Search and Rescue Team. There is no financial impact with this grant in the FY22 or 23 Budget. There is no City match required.

9. Mayor’s Office for Children, Youth and Families: Approval to accept the AmeriCorps VISTA Grant Award, providing up to 19 AmeriCorps Members and 16 Summer Associates to serve in the Charleston Community with nonprofits and organizations focused on eradicating poverty. There is no fiscal impact. The cost share will be provided through site fees received from the participating organizations.

10. Stormwater Management: Approval of Low Battery Seawall Repairs – Phase III Construction Contract with Gulf Stream Construction Company, Inc., in the amount of $21,496,256 for the restoration of the Low Battery Seawall from Limehouse to King Street including $2,729,883.61 of work to be funded by CWS. With the approval of the project budget, Staff is authorized to award
and or amend contracts less than $40,000, to the extent contingency fund exist in the Council approved budget. Approval of this will institute a $51,303,289.39 project budget, of which the $21,496,256 Construction Contract will be funded. The funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000), CWS Contributions ($4,876,746) and a future Hospitality Revenue Bond to cover the rest of the project.

11. Stormwater Management: Approval of Low Battery Seawall Restoration – Phase III Fee Amendment #10 in the amount of $842,381.31 with Johnson, Mirmiran and Thompson, Inc., for construction management and inspection services related to Phase III of the Low Battery Seawall Restoration project from Limehouse St. to King St. Approval of this fee amendment adds 548 days to the contract time. Approval of Fee Amendment #10 will increase the professional service contract by $842,381.31 (from $2,863,471.05 to $3,705,852.36). The funding sources for this project are Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000), CWS Contributions ($4,874,746) and a future Hospitality Revenue Bond to cover the rest of the project.

12. Police Department: Approval of agreement renewal between the University of South Carolina and the City of Charleston Police Department to work in collaboration of Racial Bias Audit Plan. Total cost for the renewal is $37,000. The cost is budgeted for in the FY22 budget.

13. Police Department: Approval of an application for an Elder Advocate and Resource Specialist for the CPD Victim Services Unity under the Victims of Crime Act Grant Program (continuation) in the amount of $54,975. The application is due on April 27, 2022. The project requires a 57% City match of $72,872.

14. Police Department: After-the-fact approval to submit two Project Proposal Worksheets for the 2022 Homeland Security Grant administered through SLED in the amount of $207,000 for a Modular Vehicle Barrier System and $472,000 for a Total Containment Vessel, total of $679,000. The Worksheet was due February 25, 2022. There is no City match required.

15. Legal Department: Approval of a Memorandum of Understanding between the City of Charleston and the Coastal Community Foundation regarding the construction of a grave memorial on the Gaillard Center grounds along George Street. The cost of the memorial will not exceed $250,000. Funding has been included in the 2022 Hospitality Fund budget.

16. The Committee on Real Estate (Meeting was held on Monday, March 7, 2022 at 3:30 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

   a. An ordinance to authorize the Mayor to execute a deed and any other necessary documents, approved as to form by the Office of Corporation Counsel, Quit-claiming to Children’s Museum of Charleston the City of Charleston’s right, title and interest, if any, to that certain portion of property bearing TMS No. 460-16-02-010, and subject to certain exceptions and other matters to be approved by the Office of Corporation Counsel.

   b. Request approval of an ordinance authorizing the Mayor to execute on behalf of the City the Lease Agreement between the City of Charleston and Lucier Enterprises, LLC. The monthly base rent is $3,816 ($36 per square foot), with a 3% annual increase. The tenant will also reimburse the City for property taxes, insurance, and CAM. The property is owned by the City
of Charleston (401-B King St.) (Suite B in the Francis Marion parking garage retail complex) (TMS No. 460-16-04-008).

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.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O’Brien/Ben Dellucci
DEPT. ____________________
Fleet

SUBJECT: F550 TRUCK CHASSIS WITH SERVICE BODY

REQUEST: Approval to purchase one F550 Chassis with Service Body
From Dick Smith Ford, 7201 Garners Ferry Rd, Columbia SC 29209
SC State Contract 4400027118

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Public Service/Fleet
Procurement Director

Signature of Individual Contacted
Attachment

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

If yes, provide the following. Dept./Div.: 062022 Account # 58010

Balance in Account + Amount needed for this item $143,946.00

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

NEED: Identify any critical time constraint(s)

PARKS - Grounds

CFO’s Signature: ____________________

FISCAL IMPACT: This truck is for Parks 2022 Lease Purchase

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
Vendor: DICK SMITH FORD
V#: 006214
Address: 7201 GARNERS FERRY RD
COLUMBIA SC 29209

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<tr>
<th>Account Codes:</th>
<th>062022-5810</th>
<th>Contract #:</th>
<th>4400027118</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #</td>
<td>Quantity</td>
<td>Unit Desc</td>
<td>Unit Price</td>
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<tr>
<td>1</td>
<td></td>
<td>F550 Chassis w/Service body</td>
<td></td>
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<td></td>
<td></td>
<td>As per quote</td>
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<td></td>
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<td>SC STATE CONTRACT PRICE:</td>
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<tr>
<td></td>
<td></td>
<td>State contrct # 4400027118</td>
<td></td>
</tr>
</tbody>
</table>

For
Parks- Ground

STATE TAX $500.00
TOTAL $143,946.00

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
Date: 2/3/2022
City of Charleston    Luke LeMacks
Quote #830            854-260-6343

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<tr>
<th>Standard Equipment Included</th>
<th>4400027175 F-550</th>
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<tr>
<td>6.7L Diesel Engine</td>
<td>Stepbar</td>
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<tr>
<td>Automatic Transmission</td>
<td>Positive Traction/Limited Slip</td>
</tr>
<tr>
<td>HVAC</td>
<td>Tow Hitch</td>
</tr>
<tr>
<td>AM/FM Radio w/Blue Tooth</td>
<td>Running Lights</td>
</tr>
<tr>
<td>142&quot; Wheel Base</td>
<td>Roof Clearance Lights</td>
</tr>
<tr>
<td>Cruise Control</td>
<td>Camera</td>
</tr>
</tbody>
</table>

Base Price: 42,467.00
Body Handling Fee: 1,495.00

Add: 19,500 GVW (F-550) 5,249.00
Add: 4x4 Shift on the Fly 4,170.00
Add: Supercab 4,280.00
Add: PTO 380.00

Lee Transport Quote: GS-02022022-C 85,405.00
State Contract #4400027118

Quote Valid for 30 days

Tax: 500.00

Total: 143,946.00
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellucci
DEPT. Fleet
SUBJECT: F450 TRUCK CHASSIS WITH DUMP BODY
REQUEST: Approval to purchase one F450 Chassis with Dump Body
From Dick Smith Ford, 7201 Garners Ferry Rd, Columbia SC 29209
SC State Contract 4400027118

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Public Service/Fleet X
Procurement Director X

FUNDING: Was funding previously approved? Yes No N/A
If yes, provide the following. Dept /Div.: 193010 Account #: 58010
Balance in Account $73,194 Amount needed for this item $71,957.00

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

NEED: Identify any critical time constraint(s). Stormwater

CFO's Signature: Matt B., Deputy CFO for Amy Whaley, CFO

FISCAL IMPACT: This truck is for Stormwater

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.
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<thead>
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<tr>
<td>F450 Chassis w/dump body</td>
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<td>As per quote</td>
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<td><strong>SC STATE CONTRACT PRICE:</strong></td>
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<td>$71,457.00</td>
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<tr>
<td>State contract # 4400027118</td>
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<td></td>
</tr>
<tr>
<td>For Stormwater</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cab - White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body - Black</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>STATE TAX</strong></td>
<td></td>
<td>$500.00</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$71,957.00</td>
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Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
<table>
<thead>
<tr>
<th>Standard Equipment Included</th>
<th>State Contract #4400027175 F-450</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.2L V8 Engine</td>
<td>Camera</td>
</tr>
<tr>
<td>Automatic Transmission</td>
<td>Positive Traction/Limited Slip</td>
</tr>
<tr>
<td>A/C</td>
<td>Tow Hitch</td>
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<tr>
<td>AM/FM Radio w/Blue Tooth</td>
<td>Running Lights</td>
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<tr>
<td>142&quot; Wheel Base</td>
<td>Roof Clearance Lights</td>
</tr>
<tr>
<td>Cruise Control</td>
<td>Power Brakes</td>
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<td>Power Windows and Door Locks</td>
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<tr>
<td>Base Price</td>
<td>45,467.00</td>
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<tr>
<td>Body Handling Fee</td>
<td>1,495.00</td>
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<tr>
<td>Add: Crew Cab</td>
<td>5,290.00</td>
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<tr>
<td>Add: 4x4 Shift on the Fly</td>
<td>5,700.00</td>
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<tr>
<td>Lee Transport Up Fit:GS-01252022-C</td>
<td>13,505.00</td>
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</tbody>
</table>

Quote Valid for 30 days

Tax: 500.00

Total: 71,957.00
# LEE TRANSPORT EQUIPMENT INC.

**Custom Quotation For:**

City of Charleston

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( South Carolina State Contract for Flat Bed Bodies Number #4400027118 )

**Personal Contact:** Ben Delucci

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### Pricing:

- **Furnish only Knapheide model PVMXS-96C, 9' dual rear wheel body to State Contract Specifications.**
  - $2,880.00

**Add Options:**

- **Installation of body and hoist.**
  - $1,085.00

- **Godwin electric/hydraulic hoist system to convert flat bed into flat bed dump.**
  - $2,885.00

- **40" Stake sides and rear swing doors with hold backs.**
  - $2,585.00

- **1,600# Receiver hitch/ICC bumper installed with 7-way plug.**
  - $485.00

- **4-Corner LED strobe light system installed (812-AW) 2-in truck grill and 2-on rear of body.**
  - $685.00

- **FMVSS Safety kit shipped loose.**
  - $85.00

- **36"X 18"X 18" Under body tool box installed on curb side.**
  - $495.00

- **Electric tarp mechanism installed with switch in cab and mesh tarp.**
  - $1,795.00

- **Buyers LED amber mini light bar installed on headboard.**
  - $525.00

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**Price good for 30 days.**

**Tax not included.**

<table>
<thead>
<tr>
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<th>F-350 DRW</th>
<th>C/A</th>
<th>60&quot;</th>
<th>Paint:</th>
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<td><strong>State Sales Tax:</strong></td>
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<tr>
<td><strong>Total Price:</strong></td>
<td>$13,505.00</td>
<td></td>
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**Accepted By:**

Greg L Stowers

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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellucci
DEPT. Fleet
SUBJECT: TWO 2022 INTERNATIONAL HV607 SBA CHASSIS WITH DUMP BODY
REQUEST: Approval to purchase two (2) 2022 International HV607 Chassis with 15 Yard Dump Body from Carolina International Truck, 1619 Bluff Rd., Columbia, SC 29201. SC State Contract #4400024873

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Service/Fleet</td>
<td>X</td>
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<td></td>
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<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
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</table>

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following

Dept./Div. 062022 Account # 58010
Balance in Account Amount needed for this item $269,721.50

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

NEED: Identify any critical time constraint(s) These trucks are for Stormwater.

CFO's Signature: [Signature]
FISCAL IMPACT: 2022 Lease Purchase

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.
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<td></td>
<td>2022 International HV607 SBA Chassis (6x4)</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>with 15 Yard dump Body</td>
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<td>SC STATE CONTRACT PRICE: $134,360.75 $ 268,721.50</td>
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<td>$269,721.50</td>
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</table>

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**
2022 HV697 SBA (HV697)

**AXLE CONFIG:** 6X4

**APPLICATION:**
Construction Dump

**MISSION:**
Requested GVWR: 54000, Calc. GVWR: 56000, Calc. GCW: 80000
Calc. Start / Grade Ability: 21.26% / 2.75% @ 55 MPH
Calc. Geared Speed: 74.6 MPH

**DIMENSION:**
Wheelbase: 203.00, CA: 135.90, Usable CA: 132.90, Axle to Frame: 61.00

**ENGINE, DIESEL:**
{Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM
Governed Speed, 370 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:**
{Allison 3000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

**CLUTCH:**
Omit Item (Clutch & Control)

**AXLE, FRONT NON-DRIVING:**
{Meritor MFS-16-143A} Wide Track, I-Beam Type, 16,000-lb Capacity

**AXLE, REAR, TANDEM:**
{Meritor MT-40-14X-4DCR} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing
Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.29

**CAB:**
Conventional, Day Cab

**TIRE, FRONT:**
(2) 315/80R22.5 Load Range J UNISTEEL G291 (GOODYEAR), 491 rev/mile, 75 MPH, All-Position

**TIRE, REAR:**
(8) 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive

**SUSPENSION, REAR, TANDEM:**
{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 52" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings

**PAINT:**
Cab schematic 100WL
Location 1: 9219, Winter White (Std)
Chassis schematic N/A
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<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Notes</th>
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<tr>
<td>HV60700</td>
<td>Base Chassis, Model HV607 SBA with 203.00 Wheelbase, 135.90 CA, 132.90 Usable CA, and 61.00 Axle to Frame.</td>
<td>Pricing may change if axle configuration is changed.</td>
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<td>1AND</td>
<td>AXLE CONFIGURATION [Navistar] 5x4</td>
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<tr>
<td>1CAG</td>
<td>FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250&quot; x 3.610&quot; x 0.375&quot; (260.4mm x 91.7mm x 9.5mm); 456.0&quot; (11582mm) Maximum OAL.</td>
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<td>1LLA</td>
<td>BUMPER, FRONT Swept Back, Steel, Heavy Duty</td>
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<tr>
<td>1WGX</td>
<td>WHEELBASE RANGE 189&quot; (430cm) Through and Including 219&quot; (555cm)</td>
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<tr>
<td>2ARU</td>
<td>AXLE, FRONT NON-DRIVING [Meritor MFS-16-143A] Wide Track, I-Beam Type, 16,000-lb Capacity</td>
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<td>3770</td>
<td>SPRINGS, FRONT AUXILIARY Rubber</td>
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<td>3ADE</td>
<td>SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers</td>
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<tr>
<td>4001</td>
<td>BRAKE SYSTEM, AIR Dual System for Straight Truck Applications</td>
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<td></td>
<td><strong>Includes</strong></td>
<td><strong>Notes</strong></td>
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<td>: BRAKE LINES Color and Size Coded Nylon                                                                                                         : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.</td>
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<td>: DRAIN VALVE Twist-Type</td>
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<td>: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located In Instrument Cluster</td>
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<td>: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel</td>
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<td>: PARKING BRAKE VALVE For Truck</td>
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<tr>
<td></td>
<td>: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6</td>
<td></td>
</tr>
<tr>
<td>4619</td>
<td>TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck</td>
<td></td>
</tr>
<tr>
<td>4722</td>
<td>DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank</td>
<td></td>
</tr>
<tr>
<td>4AZA</td>
<td>AIR BRAKE ABS (Bendix Anti-Lock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System</td>
<td></td>
</tr>
<tr>
<td>4EBS</td>
<td>AIR DRYER [Bendix AD-6] with Heater</td>
<td></td>
</tr>
<tr>
<td>4EXU</td>
<td>BRAKE CHAMBERS, REAR AXLE [Bendix EverSure] 30/30 SqIn Spring Brake</td>
<td></td>
</tr>
<tr>
<td>4EXV</td>
<td>BRAKE CHAMBERS, FRONT AXLE [Bendix] 24 SqIn</td>
<td></td>
</tr>
<tr>
<td>4LAA</td>
<td>SLACK ADJUSTERS, FRONT [Haldex] Automatic</td>
<td></td>
</tr>
<tr>
<td>4LGA</td>
<td>SLACK ADJUSTERS, REAR [Haldex] Automatic</td>
<td></td>
</tr>
<tr>
<td>4LGR</td>
<td>SLACK ADJUSTER PINS Stainless Steel Slack Adjuster Pins/Cotter Pins on Front and Rear</td>
<td></td>
</tr>
<tr>
<td>4SPA</td>
<td>AIR COMPRESSOR [Cummins] 18.7 CFM</td>
<td></td>
</tr>
<tr>
<td>4VKC</td>
<td>AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab</td>
<td></td>
</tr>
<tr>
<td>4W6X</td>
<td>DUST SHIELDS, FRONT BRAKE for Air Cam Brakes</td>
<td></td>
</tr>
<tr>
<td>4W6M</td>
<td>DUST SHIELDS, REAR BRAKE for Air Cam Brakes</td>
<td></td>
</tr>
<tr>
<td>4W6W</td>
<td>BRAKE CHAMBERS, POSITION on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements)</td>
<td></td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>4WZJ</td>
<td>AIR TANK LOCATION (2): One Mounted Under Each Rail, Front of Rear Suspension, Parallel to Rail</td>
<td></td>
</tr>
<tr>
<td>4XDR</td>
<td>BRAKES, REAR (Meritor 16.5X7 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Anchor Pin, Size 16.5&quot; X 7&quot;, 23,000-lb Capacity per Axle</td>
<td></td>
</tr>
<tr>
<td>4XDT</td>
<td>BRAKES, FRONT (Meritor 16.5X6 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Anchor Pin, Size 16.5&quot; X 6&quot;, 20,000-lb Capacity</td>
<td></td>
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<tr>
<td>4XEE</td>
<td>PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type</td>
<td></td>
</tr>
<tr>
<td>5708</td>
<td>STEERING COLUMN Tilting</td>
<td></td>
</tr>
<tr>
<td>5CAW</td>
<td>STEERING WHEEL 4-Spoke; 18&quot; Dia., Black</td>
<td></td>
</tr>
<tr>
<td>5PTB</td>
<td>STEERING GEAR (2) (Sheppard M100/M80) Dual Power</td>
<td></td>
</tr>
<tr>
<td>6DGW</td>
<td>DRIVELINE SYSTEM (Dana Spicer) Service Free SPL170 Main Driveline with SPL170 Interaxle Shaft,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>for 6x4</td>
<td></td>
</tr>
<tr>
<td>7BEV</td>
<td>AFTERTREATMENT COVER Steel, Black</td>
<td></td>
</tr>
<tr>
<td>7BLW</td>
<td>EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Vertical Tail Pipe, Frame Mounted Right Side Back of Cab</td>
<td></td>
</tr>
<tr>
<td>7SDP</td>
<td>ENGINE COMPRESSION BRAKE (Jacobs) for Cummins ISL/L9 Engines; with Selector Switch and On/Off</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Switch</td>
<td></td>
</tr>
<tr>
<td>7WAZ</td>
<td>TAIL PIPE (1) Turnbeck Type</td>
<td></td>
</tr>
<tr>
<td>7WDM</td>
<td>EXHAUST HEIGHT 10'</td>
<td></td>
</tr>
<tr>
<td>7WDN</td>
<td>MUFFLER/TAIPE PIPE GUARD (1) Aluminum</td>
<td></td>
</tr>
<tr>
<td>8000</td>
<td>ELECTRICAL SYSTEM 12-Volt, Standard Equipment</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: STARTER SWITCH Electric, Key Operated</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: STOP, TURN, TAIL &amp; BR LIGHTS Dual, Rear, Combination with Reflector</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Feature</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral</td>
<td></td>
</tr>
<tr>
<td></td>
<td>with Turn Signal Lever</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted</td>
<td></td>
</tr>
<tr>
<td></td>
<td>: WIRING, CHASSIS Color Coded and Continuously Numbered</td>
<td></td>
</tr>
<tr>
<td>8518</td>
<td>CIGAR LIGHTER Includes Ash Cup</td>
<td></td>
</tr>
<tr>
<td>8GHU</td>
<td>ALTERNATOR (Delco Remy 28Si) Brush Type, 12 Volt, 200 Amp Capacity, Pad Mount. with Remote Sense</td>
<td></td>
</tr>
<tr>
<td>8HAB</td>
<td>BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Frame; Includes Sealed Connectors for Tail/Ambmer Turn/Marker/ Backup/Accessory Power/Ground and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sealed Connector for Stop/Turn</td>
<td></td>
</tr>
<tr>
<td>8HAH</td>
<td>ELECTRIC TRAILER BRAKE/LIGHTS Accommodation Package to Rear of Frame; for Combined Trailer Stop,</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Tail, Turn, Marker Light Circuits; Includes Electric Trailer Brake Accommodation Package with Cab</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Connections for Mounting Customer Installeated Electric Brake Unit, Less Trailer Socket</td>
<td></td>
</tr>
<tr>
<td>8MSG</td>
<td>BATTERY SYSTEM [Flotaite] Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud</td>
<td></td>
</tr>
<tr>
<td>8RMV</td>
<td>SPEAKERS (2) 6.5&quot; Dual Cone Mounted in Doors</td>
<td></td>
</tr>
<tr>
<td>8RPP</td>
<td>ANTENNA Shark Fin, Roof Mounted</td>
<td></td>
</tr>
</tbody>
</table>

Proposal: 22645-01
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>8RPT</td>
<td>RADIO AM/FM/WB/Clock/USB Input/Auxiliary Input</td>
</tr>
<tr>
<td>8TKK</td>
<td>TRAILER AUXILIARY FEED CIRCUIT for Electric Trailer Brake Accommodation/Air Trailer ABS; with 30 Amp Fuse and Relay, Controlled by Ignition Switch</td>
</tr>
<tr>
<td>8TPR</td>
<td>STOP, TURN, TAIL &amp; B/U LIGHTS (Weldon) Multi-Function LED Lamp, Mounted Outside Rails, Includes LED License Plate Light</td>
</tr>
<tr>
<td>8VAY</td>
<td>HORN, ELECTRIC Disc Style</td>
</tr>
<tr>
<td>8VUL</td>
<td>BATTERY BOX Steel, with Plastic Cover, 18&quot; Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab</td>
</tr>
<tr>
<td>8WPH</td>
<td>CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade</td>
</tr>
<tr>
<td>8WPZ</td>
<td>TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights</td>
</tr>
<tr>
<td>8WRB</td>
<td>HEADLIGHTS ON WIMPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on</td>
</tr>
<tr>
<td>8WTK</td>
<td>STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection</td>
</tr>
<tr>
<td>8WWJ</td>
<td>INDICATOR, LOW COOLANT LEVEL with Audible Alarm</td>
</tr>
<tr>
<td>8XAH</td>
<td>CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses</td>
</tr>
<tr>
<td>8XGT</td>
<td>TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender</td>
</tr>
<tr>
<td>8XHN</td>
<td>HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord</td>
</tr>
<tr>
<td>8XNY</td>
<td>HEADLIGHTS Halogen</td>
</tr>
<tr>
<td>9AAE</td>
<td>LOGOS EXTERIOR Model Badges</td>
</tr>
<tr>
<td>9AE</td>
<td>LOGOS EXTERIOR, ENGINE Badges</td>
</tr>
<tr>
<td>9AT</td>
<td>GRILLE Stationary, Painted Grille &amp; Headlight Bezels 8752 Charcoal Metallic</td>
</tr>
<tr>
<td>9WAC</td>
<td>BUG SCREEN Mounted Behind Grille</td>
</tr>
<tr>
<td>9WBC</td>
<td>FRONT END Tipping, Fiberglass, with Three Place Construction, for WorkStar/HV</td>
</tr>
<tr>
<td>10060</td>
<td>PAINT SCHEMATIC, PT-1 Single Color, Design 100</td>
</tr>
</tbody>
</table>

Includes:

- PAINT SCHEMATIC ID LETTERS "WL"

10781 | PAINT TYPE Base Coat/Clear Coat, 1-2 Tone |
10SLV | PROMOTIONAL PACKAGE Government Silver Package |
10WZY | SAFETY TRIANGLES |
10XAN | FIRE EXTINGUISHER 5 lb Class A B C |
10XAP | FIRE EXTINGUISHER BRACKET Mounted Left Side Driver Seat |
11001 | CLUTCH Omit Item (Clutch & Control) |
12703 | ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/-40 Degrees C, Freeze Protection |
12ESR | ENGINE, DIESEL (Cummins L6 370) EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governor Speed, 370 Peak HP (Max) |
12THT | FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed |

Includes:

- FAN Nylon
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12UWZ</td>
<td>RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler</td>
</tr>
<tr>
<td></td>
<td>Includes</td>
</tr>
<tr>
<td></td>
<td>: DEAERATION SYSTEM with Surge Tank</td>
</tr>
<tr>
<td></td>
<td>: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps</td>
</tr>
<tr>
<td></td>
<td>: RADIATOR HOSES Premium, Rubber</td>
</tr>
<tr>
<td>12VBC</td>
<td>AIR CLEANER Single Element</td>
</tr>
<tr>
<td>12VJC</td>
<td>EMISSION, CALENDAR YEAR (Cummins LS) EPA, OBD and GHG Certified for Calendar Year 2022</td>
</tr>
<tr>
<td>12VXT</td>
<td>THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel</td>
</tr>
<tr>
<td>12WZE</td>
<td>CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations</td>
</tr>
<tr>
<td>12XBM</td>
<td>ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines</td>
</tr>
<tr>
<td>12XCS</td>
<td>CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty</td>
</tr>
<tr>
<td>13AVR</td>
<td>TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway</td>
</tr>
<tr>
<td>13WET</td>
<td>TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 &amp; 2000 Series Transmission</td>
</tr>
<tr>
<td>13WLP</td>
<td>TRANSMISSION OIL Synthetic; 29 thru 42 Pints</td>
</tr>
<tr>
<td>13WUC</td>
<td>ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223</td>
</tr>
<tr>
<td>13WWV</td>
<td>NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released</td>
</tr>
<tr>
<td>13WYU</td>
<td>SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming</td>
</tr>
<tr>
<td>13XAM</td>
<td>PTO LOCATION Dual, Customer Intends to Install PTO at Left and/or Right Side of Transmission</td>
</tr>
<tr>
<td>14GVN</td>
<td>AXLE, REAR, TANDEM (Hendrickson MT-40-14X-4DCR) Single Reduction, 40,000-lb Capacity, .433&quot;(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29</td>
</tr>
<tr>
<td>14UMW</td>
<td>SUSPENSION, REAR, TANDEM (Hendrickson HMX EX 400) Walking Beam, 40,000-lb Capacity, 52&quot; Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings</td>
</tr>
<tr>
<td>14WCR</td>
<td>TRANSVERSE TORQUE RODS {Hendrickson} TRAAX Rod, Transverse Only</td>
</tr>
<tr>
<td>15LNS</td>
<td>FUEL WATER SEPARATOR (Racor 400 Series) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine</td>
</tr>
<tr>
<td>15SGG</td>
<td>FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19&quot; Tank Depth, 70 US Gal (265L), Mounted Left Side, Under Cab</td>
</tr>
<tr>
<td>15WDG</td>
<td>DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab</td>
</tr>
<tr>
<td>16030</td>
<td>CAB Conventional, Day Cab</td>
</tr>
<tr>
<td>16BAM</td>
<td>AIR CONDITIONER with Integral Heater and Defroster</td>
</tr>
<tr>
<td>16GED</td>
<td>GAUGE CLUSTER Base Level; English with English Electronic Speedometer</td>
</tr>
<tr>
<td></td>
<td>Includes</td>
</tr>
<tr>
<td>Code</td>
<td>Description</td>
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<td>-------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>16HGH</td>
<td>GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission</td>
</tr>
<tr>
<td>16HHE</td>
<td>GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) with Black Bezel, Mounted in Instrument Panel</td>
</tr>
<tr>
<td>16HKT</td>
<td>IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster</td>
</tr>
<tr>
<td>16JNT</td>
<td>SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust</td>
</tr>
<tr>
<td>16SEE</td>
<td>GRAB HANDLE, EXTERIOR Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left Side at B-Pillar</td>
</tr>
<tr>
<td>16SMN</td>
<td>SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl</td>
</tr>
<tr>
<td>16SNR</td>
<td>MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Ams, 7.5&quot; x 14&quot; Flat Glass, Includes 7.5&quot; x 7&quot; Convex Mirrors, for 102&quot; Load Width</td>
</tr>
<tr>
<td></td>
<td>Notes</td>
</tr>
<tr>
<td></td>
<td>Mirror Dimensions are Rounded to the Nearest 0.5&quot;</td>
</tr>
<tr>
<td>16SNX</td>
<td>MIRROR, CONVEX, LOOK DOWN Right Side, Bright, 6&quot; x 10.5&quot;</td>
</tr>
<tr>
<td>16VKB</td>
<td>CAB INTERIOR TRIM Classic, for Day Cab</td>
</tr>
<tr>
<td></td>
<td>Includes</td>
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<tr>
<td></td>
<td>CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and C6 Radio Pocket, Located Above Driver and Passenger</td>
</tr>
<tr>
<td></td>
<td>DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted</td>
</tr>
<tr>
<td></td>
<td>SUN VISOR (2) Padded Vinyl, 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strep</td>
</tr>
<tr>
<td>16WJU</td>
<td>WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature</td>
</tr>
<tr>
<td>16WKZ</td>
<td>KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter)</td>
</tr>
<tr>
<td>16WSK</td>
<td>CAB REAR SUSPENSION Air Bag Type</td>
</tr>
<tr>
<td>16XJP</td>
<td>INSTRUMENT PANEL Wing Panel</td>
</tr>
<tr>
<td>16ZBT</td>
<td>ACCESS, CAB Steel, Driver &amp; Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab</td>
</tr>
<tr>
<td>27DUL</td>
<td>WHEELS, FRONT (Accuride 29300) DISC; 22.5x9.00 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs</td>
</tr>
<tr>
<td>28DTJ</td>
<td>WHEELS, REAR (Maxion 90541) DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs</td>
</tr>
<tr>
<td>29PAS</td>
<td>PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint</td>
</tr>
<tr>
<td>7372135444</td>
<td>(8) TIRE, REAR 11R22.5 Load Range G HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive</td>
</tr>
<tr>
<td>7702540190</td>
<td>(2) TIRE, FRONT 315/80R22.5 Load Range J UNISTEEL G291 (GOODYEAR), 491 rev/mile, 75 MPH, All-Position</td>
</tr>
</tbody>
</table>

**Services Section:**
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>40128</td>
<td>WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A</td>
</tr>
<tr>
<td>40LKP</td>
<td>SRV CONTRACT, EXT STARTER/ALT (Navistar Prepackaged Components) Covers Starter and Alternator Only, To 60-Month/100,000 Miles (160,000 km)</td>
</tr>
<tr>
<td>40TVV</td>
<td>SRV CONTRACT, EXT ALLISON XMSN (Allison) To 60-Month/Unlimited Miles/km, for Allison 3000 RDS with Dump Truck or Mixer Vocations (ST01, ST05, ST07)</td>
</tr>
<tr>
<td>40UDP</td>
<td>SRV CONTRACT, EXT CMS ENGAFT (Cummins) To 60-Month/100,000 Miles (160,000 km), Extended Cummins L9 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Body/Allied Equipment</th>
<th>Code</th>
<th>Description</th>
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<td>Factory List Prices:</td>
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<td>Net Sales Price:</td>
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</table>

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:  

Accepted by Purchaser:  

Official Title and Date  

Firm or Business Name  

Authorized Signature  

Authorized Signature and Date  

This proposal is not binding upon the seller without Seller's Authorized Signature  

Official Title and Date  

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellucci
DEPT. Public Service/Fleet
SUBJECT: PAC MAC GRAFFLE TRUCK 2023 NAVISTAR MV607
REQUEST: Approval to purchase one Pac Mac Graffle Truck 2023 Navistar MV607
From CES, 2701 White Horse Rd., Greenville, SC 29611. Sourcewell Contract #040621-HMC

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td>Procurement Director</td>
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FUNDING: Was funding previously approved? Yes [ ] No [x] N/A [ ]
If yes, provide the following

Dept./Div. 062022 Account # 58010
Balance in Account $191,830.00
Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes [ ] No [x] N/A [ ]

NEED: Identify any critical time constraint(s). This truck is for the trash division.

CFO's Signature: Mattie Dept. CFO for Amy What, CFO
FISCAL IMPACT: 2022 Lease Purchase

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.
<table>
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<tr>
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<td>Unit</td>
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<td>Pac Mac Grapple truck/2023 Navistar MV607</td>
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<td>SOURCEWELL CONTRACT PRICE: $ 191,330.00</td>
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<td>AS PER QUOTE</td>
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<td>SOURCEWELL # 040621-HMC FOR P.S. Trash</td>
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<td>Total</td>
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</tbody>
</table>

Requestor/B. Delliucci
Title/Fleet Manager

Authorized Approval
PAC-MAC
KB-20 SERIES

A FIVE-STAR RATING PUTS THE KB-20 SERIES IN A CLASS OF ITS OWN.

Recognized for quality, safety, economic efficiency, user-friendliness, and durability, this series really raises the bar. The KB-20 Series was designed for easy operator access, service, and maintenance, all with a low initial cost, making this the total package. DO IT RIGHT with Pac-Mac®!

E-PAC-MAC.COM

MANUFACTURED BY HOL MAC CORPORATION
P.O. BOX 349, BAY SPRINGS, MS 39422 • 601 764.4121

NJPA
National Joint Powers Alliance
503.011.1MC
February 22, 2022

Mr. Ben Dellucci
Mr. Matt Alltop
City of Charleston
2150 Milford Street
Charleston, South Carolina 29405

Reference: Pac Mac Grapple Truck / 2023 Navistar, Model MV 607
Sourcewell Member # 83922
Sourcewell Contract # 040621-HMC

Gentlemen:

CES appreciates the opportunity to quote you the following:

**Loader:**
New Pac Mac model KB20H-JH
Dual stand-up controls, hydraulic joystick operated
Tandem pump/electric (hot) shift PTO
H-style outriggers
16' to 20' reach
No exposed hoses around operator
60" x 48" grapple with dual top mount clamp cylinders, replaceable cutting edges, shields over fittings and 360° continuous rotation
Boom rotation: 270°
Large 25 ¼" x 3 ½" steel slewing ring
Internal load holding valves on all boom cylinders

**Body:**
New Pac Mac Model TKB 18/24
18' long - 24 cubic yards
42" front sides tapered up to 60"
Dual barn doors,
Dual outboard lift cylinders
Two rear amber, LED, alternating flash safety lights in upper rear door post
Rear door posts - double walled
Folding ICC bumper
LED body lights
Boom over height alarm
Heat shield under RH side of catwalk
Mounting and paint
Tarp system spring return, ¼ coverage
Tool holders
Pac-Mac warranty: 1 year complete, 2 year on turntable drive motor, 3 year structural

**Color:** Loader: Safety Red  
Body: Black

One Pac Mac Grapple Hoist/Body per above c/e 2023 Navistar MV607: **$191,330.00**

**Delivery:** October - December 2022

Please know that all ready trucks are quoted subject to prior sale.

Price includes delivery to you.

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any questions or be of service to you in any way, please do not hesitate to contact us at the number below.

Sincerely,

**Chip Taylor**

Carolina Environmental Systems, Inc.

Mobile: (803) 238-3590  
e-mail: chiptaylor@sc.rr.com

Note: Truck specs included provided by Whites International. The truck is scheduled to arrive at the Pac Mac plant in July.

Note: Please know that supply chain issues could possibly affect price and delivery.

Note: CES camera and monitor: **$1,500.00** additional
Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**

**2023 MV607 SBA (MV607)**

**AXLE CONFIG:**

4X2

**MISSION:**

Calc. Start / Grade Ability: 44.55% / 2.85% @ 55 MPH
Calc. Geared Speed: 74.0 MPH

**DIMENSION:**

Wheelbase: 254.00, CA: 186.90, Axle to Frame: 96.00

**ENGINE, DIESEL:**

(Cummins L9 300) EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM,
2200 RPM Governed Speed, 300 Peak HP (Max)

**TRANSMISSION, AUTOMATIC:**

(Allison 3500 RDS) 5th Generation Controls, Wide Ratio, B-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-
lb GVW and GCW Max, On/Off Highway

**CLUTCH:**

Omit Item (Clutch & Control)

**AXLE, FRONT NON-DRIVING:**

(Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity

**AXLE, REAR, SINGLE:**

(Dana Spicer S140) Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57

**CAB:**

Conventional, Day Cab

**TIRE, FRONT:**

(2) 11R22.5 Load Range G HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

**TIRE, REAR:**

(4) 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive

**SUSPENSION, REAR, SINGLE:**

23,500-lb Capacity, Varl-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

**PAINT:**

Cab schematic 100WP

Location 1: 9219, Winter White (Std)

Chassis schematic N/A

Proposal: 16177-01
Description
Base Chassis, Model MV607 SBA with 254.00 Wheelbase, 186.90 CA, and 96.00 Axle to Frame

AXLE CONFIGURATION

AXLE CONFIGURATION (Navistar) 4x2

Notes
: Pricing may change if axle configuration is changed.

ENGINE

ENGINE, DIESEL (Cummins L9 300) EPA 2021, 300HP @ 2200 RPM, 860 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 300 Peak HP (Max)
CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2022
RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 837 SqIn Louvered, with 477 SqIn Charge Air Cooler, includes In-Tank Oil Cooler
FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed
includes
: FAN Nylon
AIR CLEANER Single Element, Fire Retardant Media
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
includes
: BLOCK HEATER SOCKET Receptacle Type, Mounted below Drivers Door
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel

TRANSMISSION

TRANSMISSION, AUTOMATIC (Allison 3500 RDS) 5th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223
NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming
TRANSMISSION OIL Synthetic, 29 thru 42 pints
TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

CLUTCH
Description
CLUTCH Omit Item (Clutch & Control)

REAR AXLES, SUSPENSIONS
AXLE, REAR, SINGLE (Dana Spicer S140) Single Reduction, 21,000-lb Capacity, R Wheel Ends. Gear Ratio: 5.57
SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

FRONT AXLES
AXLE, FRONT NON-DRIVING (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity

FRONT SUSPENSIONS
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackles Type, 12,000-lb Capacity, with Shock Absorbers
Includes
: SPRING PINS Rubber Bushings, Maintenance-Free

CABS, COWLS, BODIES
CAB Conventional, Day Cab
Includes
: CLEARANCE/MARKER LIGHTS (5) Flush Mounted
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
AIR CONDITIONER with Integral Heater and Defroster
CAB INTERIOR TRIM Classic, for Day Cab
Includes
: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted
: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
CAB REAR SUSPENSION Air Suspension, for Mid Cab Height
FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
GAUGE CLUSTER Base Level; English with English Electronic Speedometer
Includes
: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for
: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (If Air Equipped)
: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (If Air Equipped)
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
GRAB HANDLE, EXTERIOR (2) Black, Aluminum, for Cab Entry Mounted Left and Right Side at B-Pillar
GRAB HANDLE, CAB INTERIOR (2) Safety Yellow
INSTRUMENT PANEL Flat Panel
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
Vehicle Specifications
2023 MV607 SBA (MV607) January 27, 2022

Description
MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Black Heads and Arms, 7" x 14.5" Flat Glass, Includes 8" x 6" Convex Mirrors, for 96" Load Width

Notes
: Mirror Dimensions are Rounded to the Nearest 0.5"
MIRROR, CONVEX, HOOD MOUNTED (2) Right and Left Sides, Breakaway, Black
SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to -14 Degree Angle Back Adjust
SEAT, TWO-MAN PASSENGER (National) Fixed Back, Integrated Headrest in Both Occupant Positions, Vinyl, with Under Seat Storage Compartment
WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature

FRAMES
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.810" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL
BUMPER, FRONT Contoured, Steel, Painted Gloss Black
CROSSMEMBER, REAR, AF (1)
TOW HOOK, FRONT (2) Frame Mounted
WHEELBASE RANGE 199" (505cm) Through and Including 254" (645cm)

BRAKES
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
Includes:
: BRAKE LINES Color and Size Coded Nylon
: DRAIN VALVE Twist-Type
: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster
: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel
: PARKING BRAKE VALVE For Truck
: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 8x4
: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
BRAKES, FRONT (Meritor 15X4 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity
BRAKE CHAMBERS, FRONT AXLE (Bendix) 20 SqiIn
SLACK ADJUSTERS, FRONT (Gunite) Automatic
DUST SHIELDS, FRONT BRAKE for Air Cam Brakes
BRAKES, REAR (Meritor 15.5X7 Q-PLUS CAST) Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle
BRAKE CHAMBERS, REAR AXLE (Bendix EverSure) 30/30 SqiIn Spring Brake
SLACK ADJUSTERS, REAR (Gunite) Automatic
DUST SHIELDS, REAR BRAKE for Air Cam Brakes
AIR COMPRESSOR (Cummins) 18.7 CFM

Proposal: 16177-01
Description
AIR DRYER (Bendix AD-9SI) with Heater, Includes Safety Valve
AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side
AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank

STEERING
STEERING GEAR (Sheppard M100) Power
STEERING COLUMN Tilting
STEERING WHEEL 4-Spoke; 18" Dia., Black

DRIVELINES
DRIVELINE SYSTEM (Dana Spicer) 1710. for 4x2/6x2

EXHAUST SYSTEMS
EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe
ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

ELECTRICAL SYSTEMS
ELECTRICAL SYSTEM 12-Volt, Standard Equipment
Includes
● DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
● HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
● HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
● PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
● STARTER SWITCH Electric, Key Operated
● STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
● TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
● TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
● WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays); Integral with Turn Signal Lever
● WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
● WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR (Leece-Neville AVI160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense
ANTENNA Shark Fin, Roof Mounted
BACK-UP ALARM Electric, 102 dBA
BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab
BATTERY DISCONNECT SWITCH (Cole-Hersee 75920-00) 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted
BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud
BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
Description
HEADLIGHTS Halogen, with Daytime Running Lights
HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord
HORN, ELECTRIC (1) Trumpet Style
INDICATOR, LOW COOLANT LEVEL with Audible Alarm
POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB Port, Located in the Instrument Panel
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
SPEAKERS (2) 6.5" Dual Cone Mounted in Doors
STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection
STOP-LIGHT WIRING MODIFIED Stop-Lights Turned on When Engine Compression Brake, Exhaust Brake or Retarder Is Activated

FRONT END
FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes
FENDER EXTENSIONS Painted
GRILLE Molded in Black
LOGOS EXTERIOR Model Badges
LOGOS EXTERIOR, ENGINE Badges

SPEEDOMETER, TOOLS, MSC
MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension
PAINT SCHEMATIC, PT-1 Single Color, Design 100
Includes:
: PAINT SCHEMATIC ID LETTERS "WP"
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
PROMOTIONAL PACKAGE Government Silver Package

FUEL TANKS
FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab
DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
FUEL/WATER SEPARATOR (Racor 400 Series,) with Primer Pump, Includes Water-in-Fuel Sensor
LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle

WHEELS, TIRES - FRONT
WHEELS, FRONT (Maxion 90541) DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
(2) TIRE, FRONT 11R22.5 Load Range G HSR2 (CONTINENTAL), 488 rev/mile, 75 MPH, All-Position

WHEELS, TIRES - REAR

Proposal: 16177-01
Description
WHEELS, REAR {Maxion 90541} DUAL DISC; 22.5x8.25 Rims, Painted Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
(4) TIRE, REAR 11R22.5 Load Range G HDL2 (CONTINENTAL), 493 rev/mile, 75 MPH, Drive

WHEELS MISC OPTIONS
PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint
PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint

BODY INTEGRATION
BDY INTG, PTO ACCOMMODATION for (3) Latched Rocker Switches, (1) PTO Switch, (2) Generic Switches to Control (3) 30 amp relays, with Programmable Interlocks, for Body Builder Hook up in the Engine Compartment Left Side, Recommended for Automatic Transmissions

Services Section:

WARRANTY
WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A
Body/Allied Equipment
Description
Goods Purchased
Description
SAFETY EQUIPMENT & NC OR DOT INSPECTION.
DEALER PDI AND PREP.
**TRUCK IS ELECTRONICALLY GOVERNED TO 74 MPH MAX.
EXTRA SET OF FILTERS, INCLUDING: OIL, FUEL, AIR CLEANER & AIR DRYER.
FACTORY MATERIAL SURCHARGE.
FACTORY DESTINATION SURCHARGE.
90 DAYS ADDTL. FLOOR PLAN
TIRE SURCHARGE.
**NO FET INCLUDED.**
RECOMMENDED CHASSIS

<table>
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<th>Cab to axle (CA)</th>
<th>See Chassis Requirements</th>
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<td>14,000 lbs. (minimum) - tandem rear axle</td>
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<td>40,000 lbs. (minimum) - tandem rear axle</td>
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<tr>
<td>GVW</td>
<td>33,000 lbs. (minimum) - single rear axle</td>
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<td>54,000 lbs. (minimum) - tandem rear axle</td>
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<tr>
<td>Engine</td>
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</tr>
<tr>
<td>Transmission</td>
<td>Automatic or manual</td>
</tr>
<tr>
<td>Frame</td>
<td>1,500,000 RMB</td>
</tr>
</tbody>
</table>

FEATURES:
- All hoses are enclosed within pedestal
- Pilot operated check valve integrated into booms and outriggers
- Pilot operated hydraulic joysticks
- Greaseless mechanical levers
- H-style outrigger design
- Built-in holding valves for safety
- Smooth pads for minimal street damage
- "Outrigger Up" safety feature (optional)
- Twin cylinders provide superior lifting force (bucket)
- High strength tempered steel replaceable cutting edges (bucket)
- Anti-scalp design (bucket)
- 360 degree continuous rotation (bucket)
- Optional bucket designs available to meet your needs
- Ease of use when dealing with heavy, bulky materials
- Complete discharge due to fully opening, swinging door(s)
- Optional pneumatic air latch
- Bumper meets D O T rear impact standards
- Twin telescopic dump cylinders
- Scissor hoist dump (optional)
- 45 degree body tilt for complete cleanout
- Integral holding valves in main and tip boom cylinders for increased safety
- Ductile iron gland/piston, chrome rods, replaceable bronze bushings
- 1 year hydraulic warranty

TECHNICAL DATA AND SPECIFICATIONS:

GENERAL SPECIFICATIONS

<table>
<thead>
<tr>
<th></th>
<th>11 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Height of boom to ground in lowest travel position (based on 37 in. chassis height)</td>
<td></td>
</tr>
<tr>
<td>Boom length (16 ft. with 4 ft. extension)</td>
<td>20 ft.</td>
</tr>
<tr>
<td>Optional boom lengths (fixed)</td>
<td>16 / 17 / 18 ft.</td>
</tr>
<tr>
<td>Boom rotation</td>
<td>270° non-continuous</td>
</tr>
<tr>
<td>Lifting capacity at 20 ft. (with bucket)</td>
<td>3,300 lbs. (standard)</td>
</tr>
<tr>
<td></td>
<td>3,600 lbs. (optional)</td>
</tr>
<tr>
<td>H Style outriggers</td>
<td></td>
</tr>
<tr>
<td>Outrigger (extended)</td>
<td>11 ft. 8 in.</td>
</tr>
<tr>
<td>Outrigger (retracted)</td>
<td>8 ft.</td>
</tr>
<tr>
<td>Hydraulics</td>
<td>Tandem pump for simultaneous operation of multiple functions</td>
</tr>
<tr>
<td>Operator controls</td>
<td></td>
</tr>
<tr>
<td>Standup</td>
<td>Individual levers or pilot operated hydraulic joysticks</td>
</tr>
<tr>
<td>Rotating platform</td>
<td>Mechanical joysticks or pilot operated hydraulic controls</td>
</tr>
</tbody>
</table>

BODY

<table>
<thead>
<tr>
<th></th>
<th>18 / 19 / 20 ft.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td></td>
</tr>
<tr>
<td>Capacity</td>
<td>20 / 24 / 25 / 30 cubic yds.</td>
</tr>
<tr>
<td>Tilt to 45° for dumping</td>
<td></td>
</tr>
<tr>
<td>Door style</td>
<td>Single, double, or scow</td>
</tr>
<tr>
<td>Floor</td>
<td>3/16 in. (1/4 in. optional)</td>
</tr>
<tr>
<td></td>
<td>8 in. main sill</td>
</tr>
<tr>
<td></td>
<td>4 in. joist with 12 in. spacing</td>
</tr>
<tr>
<td>Sides</td>
<td>Side ribs 24 in. spacing</td>
</tr>
<tr>
<td>Tarp</td>
<td>Spring assist with arm</td>
</tr>
<tr>
<td></td>
<td>Spring assist armless</td>
</tr>
<tr>
<td></td>
<td>Electric with arm</td>
</tr>
<tr>
<td>Lighting</td>
<td>Incandescent and L.E.D.</td>
</tr>
<tr>
<td></td>
<td>Mid-body turn signals (where applicable)</td>
</tr>
<tr>
<td></td>
<td>Smart light (optional)</td>
</tr>
<tr>
<td></td>
<td>Customer specific light location</td>
</tr>
</tbody>
</table>

BUCKET

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Width</td>
<td>4 ft.</td>
</tr>
<tr>
<td>Fully open</td>
<td>5 ft.</td>
</tr>
</tbody>
</table>

ALL DESIGN, SPECIFICATIONS AND COMPONENTS ARE SUBJECT TO CHANGE AT THE MANUFACTURER'S SOLE DISCRETION AT ANY TIME WITHOUT NOTICE. DATA PUBLISHED HEREIN IS FOR INFORMATION PURPOSES ONLY AND SHALL NOT BE CONSTRUCTED TO WARRANT SUITABILITY OF THE UNIT FOR ANY PARTICULAR PURPOSE, AS PERFORMANCE MAY VARY WITH THE CONDITIONS ENCOUNTERED. THE ONLY WARRANTY IS OUR STANDARD WRITTEN WARRANTY FOR THIS PRODUCT AT THE TIME OF SHIPMENT.
TO: John J. Tecklenburg, Mayor  
FROM: Wes Ratterree  
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: March 8, 2022

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

<table>
<thead>
<tr>
<th>Coordination</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Coordinated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Information Technology</td>
<td>X</td>
<td></td>
<td>x</td>
</tr>
<tr>
<td>Procurement</td>
<td></td>
<td>X</td>
<td>x</td>
</tr>
</tbody>
</table>

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

If yes, provide the following:

- Dept./Div.: IT  
- Account #: 235000-52206

Balance in Account: $945,883.42  
Amount needed for this item: $617,400.00

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

NOTES:

CFO's Signature:  
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: PR221024

VENDOR: Techventures LLC dba WH Platts

DATE: February 24, 2022

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/GETAC/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 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 GETAC/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 ___

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/Techventures for related video and audio recording technologies to facilitate their critical operations.

SIGNATURE ___________________________ TITLE CIO
<table>
<thead>
<tr>
<th>QTY</th>
<th>Product</th>
<th>Description</th>
<th>Vendor</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>8232</td>
<td>OUA04X</td>
<td>Annual Cloud Hosting with extra storage- 686 units X 12 months</td>
<td>Getac</td>
<td>$ 75.00</td>
<td>$617,400.00</td>
</tr>
</tbody>
</table>

**FOB: FACTORY**

**Freight:** Actual Freight/Shipping charges may vary from estimate provided.

**Terms:** Net 30

**Tax:** State Sales tax may apply to this purchase.

**Billing:** Product will be shipped and invoiced as received from our manufacturers.

**Pricing:** Prices are firm for 30 days from this date and are subject to revision if quantities or products change.

Thank you for this opportunity to be of service.

Bob Simons

**Bob Simons**

The W. H. PLATTS Company

February 23, 2022

<table>
<thead>
<tr>
<th>Sub Total</th>
<th>$617,400.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Tax</td>
<td>$ -</td>
</tr>
<tr>
<td>Freight / Shpg</td>
<td>$ -</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$617,400.00</strong></td>
</tr>
</tbody>
</table>

**APPROVAL TO PURCHASE**

*Purchase Order Not Required*

Signature :

Date:

**APPROVAL TO PURCHASE**

*Purchase Order Will Be Sent*

Signature :

Date:
TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton
DEPT. BFRC
SUBJECT: 2022 MASTER LEASE PURCHASE FINANCE AGREEMENT
REQUEST: Approval of the 2022 Master Lease Purchase Financing Agreement
With TD Equipment Finance, 40 Calhoun St., Charleston, SC.
Solicitation Number 22-8001C
COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BFRC</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td></td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following:
Dept./Div: 062022 Account #: 1
Balance in Account N/A Amount needed for this item $7,183,453.00

Does this document need to be recorded at the RMC’s Office? Yes □ No □

NEED:

CFO’s Signature: 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

**Procurement of: 2022 Lease Purchase**  
(Solicitation #: 22-B001C) February 1, 2022

<table>
<thead>
<tr>
<th>FIRM:</th>
<th>3 Year APR Rate</th>
<th>4 Year APR Rate</th>
<th>Total Interest Expense</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank of America</td>
<td>1.4303%</td>
<td>1.5688%</td>
<td></td>
</tr>
<tr>
<td>Signature Public Financing Corp.</td>
<td>1.510%</td>
<td>1.687%</td>
<td></td>
</tr>
<tr>
<td>Bank Funding, LLC</td>
<td>1.62%</td>
<td>1.71%</td>
<td></td>
</tr>
<tr>
<td>Sterling National Bank</td>
<td>1.215%</td>
<td>1.400%</td>
<td>Non-Responsive</td>
</tr>
<tr>
<td>Truist</td>
<td>1.29%</td>
<td>1.49%</td>
<td></td>
</tr>
<tr>
<td>Ontario Investments, Inc.</td>
<td>3.75%</td>
<td>3.75%</td>
<td></td>
</tr>
<tr>
<td>TD Bank</td>
<td>1.27%</td>
<td>1.41%</td>
<td></td>
</tr>
</tbody>
</table>

Buyer: [Signature]

Witness: [Signature]
AN ORDINANCE

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE PURCHASE AGREEMENTS WITH TD EQUIPMENT FINANCE, INC. IN ORDER TO PROVIDE FOR THE ACQUISITION OF VARIOUS VEHICLES AND ASSOCIATED COLLATERAL, VARIOUS MAINTENANCE EQUIPMENT AND ASSOCIATED COLLATERAL, INFORMATION TECHNOLOGY EQUIPMENT TO INCLUDE COMPUTER, LAPTOP AND TABLET REPLACEMENT, AND MOBILE DATA TERMINALS FOR POLICE; TO PROVIDE THE TERMS AND CONDITIONS OF SUCH LEASE PURCHASE AGREEMENTS; TO PROVIDE FOR THE GRANTING OF A SECURITY INTEREST TO SECURE ALL OBLIGATIONS OF LESSEE UNDER THE LEASE PURCHASE AGREEMENTS; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ALL DOCUMENTS, INCLUDING ONE OR MORE ESCROW AGREEMENTS, NECESSARY OR APPROPRIATE TO THE CONSUMMATION OF SUCH LEASE PURCHASE AGREEMENTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Charleston, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "City"), proposes to finance the acquisition of various vehicles and associated collateral, various maintenance equipment and associated collateral, information technology equipment to include computer, laptop and tablet replacement, and mobile data terminals for police (collectively, the "Equipment") in the principal amount not to exceed $7,183,453; and

WHEREAS, Title 5 of the Code of Laws of South Carolina 1976, as amended, grants to cities the power to lease personal property; and

WHEREAS, the acquisition of the Equipment serves a valid corporate and public purpose of the City and is appropriate and necessary to the functions and operation of the City; and

WHEREAS, a true and very real need exists for the acquisition of the Equipment; and

WHEREAS, all necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of the Equipment have been taken; and

WHEREAS, the City received written proposals from certain parties for the acquisition of the Equipment and the financing of the Equipment pursuant to a lease arrangement; and

WHEREAS, after canvassing the bids, the City Council of City of Charleston (the "Council"), the governing body of the City, has determined, and hereby determines, that it is in the City's best interest to accept the proposal of TD Equipment Finance, Inc. (the "Lessor") on the terms and conditions described herein and in the Lessor's bid and, specifically, to accept the Lessor's offer
to finance the acquisition of a portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.41% per annum, and to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.27% per annum; and

WHEREAS, the City may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the financing ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the principal amount of the borrowing; and

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital, and the City hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the Lease Purchase Proceeds; and

WHEREAS, the City intends to lease the Equipment from the Lessor pursuant to the terms of Lease Purchase Agreements (collectively, the "Lease") between the Lessor and the City; and

WHEREAS, under the terms of the Lease, the City shall convey a security interest in the Equipment acquired under the Lease to the Lessor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.

2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken in canvassing the bids with respect to this transaction.

3. The proposal of the Lessor communicated on or about February 1, 2022, the terms and conditions of which are described herein and in the documents authorized hereby, with such changes as have been agreed to, is hereby approved and accepted, and Council specifically accepts the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the rate of 1.41% per annum and to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the rate of 1.27% per annum.

4. The lease of the Equipment by the City from the Lessor pursuant to the terms, including the principal amount and the interest rate, as follows is hereby approved. The Lease shall be in the principal amount not to exceed $7,183,453.

5. The Mayor of the City, the Chief Financial Officer of the City, the Clerk of City Council and all other appropriate officials of the City (the "Authorized Officials") are hereby severally authorized and directed to execute and deliver the Lease on behalf of the City in such form as the Authorized Official approves, with the advice of counsel, such execution by the Authorized Official being conclusive evidence of its approval; and the Clerk of City Council is hereby authorized and directed to affix the corporate seal of the City to the Lease and to attest the same.

6. The conveyance by the City to the Lessor or its assigns of a security interest in the Equipment acquired pursuant to the Lease is hereby approved.
7. The terms of the Lease are in the best interests of the City for the acquisition of the Equipment and the consummation of all transactions contemplated by the Lease is hereby approved.

8. The Authorized Officials of the City are hereby severally authorized to execute, deliver, witness and receive any other agreements and documents, including one or more escrow agreements between the City and TD Bank, N.A., as may be required by the City or the Lessor in order to carry out, give effect to, and consummate the transactions contemplated by the Lease, including the conveyance by the City to the Lessor or its assigns of a security interest in the Equipment.

9. The City's obligations under the Lease shall be subject to annual appropriation or renewal by the City as set forth in the Lease and the City's obligations under the Lease shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of South Carolina.

10. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

11. This Ordinance shall become effective immediately upon third reading by the Council.

12. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

13. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

John J. Tecklenburg, Mayor, City of Charleston

ATTEST:

Jennifer Cook, Clerk of City Council

1st reading: March 8, 2022
2nd and 3rd reading: March 22, 2022
STATE OF SOUTH CAROLINA  
)  
) CERTIFICATE OF CLERK TO CITY COUNCIL 
COUNTY OF CHARLESTON  
)  

I, the undersigned Clerk to City Council of the City of Charleston, South Carolina, do hereby certify:

That the foregoing Ordinance to which this certificate is annexed, constitutes a true, correct and verbatim copy of Ordinance No. 2022-___ of the City Council of City of Charleston, South Carolina, which was given first reading on March 8, 2022, and second and third reading and adopted at a meeting of the City Council of City of Charleston, South Carolina, on March 22, 2022, the original of which is entered in the permanent records of Minutes of Meetings of said City Council and the ordinances adopted by said City Council in my custody as Clerk to City Council.

That the meetings at which actions were taken on the foregoing ordinance were duly called, that a majority of the members of the City Council were present at such meetings and remained throughout the proceedings incident to the adoption of said ordinance; and that said ordinance has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this 22nd day of March, 2022.

[Signature]

Clerk to City Council, City of Charleston
TD Equipment Finance

TD Equipment Finance, Inc. 12000
Horizon Way, 4th Floor
Mount Laurel, NJ 08054

City of Charleston, SC
116 Meeting Street, Charleston SC 29401

Dear Sir or Madame:

Enclosed please find the following documents regarding your lease transaction with TD Equipment Finance, Inc.:

**Lease Purchase Agreement – 40172715 – 3yr**
- Schedules 1 and 2
- Exhibit A – Lessee Resolution / Ordinance – or provide a copy of the City’s Resolution / Ordinance
- Exhibit B – Incumbency Certificate – please provide signature specimen & witness signature
- Exhibit C – Opinion of Counsel to Lessee – sample language
- Exhibit D – Acceptance Certificate

**Tax Form 8038-G** – Please complete, sign and return a copy of this form

**Motor Vehicle Documents:**
- Motor Vehicle Amendment – COVID 19
- Titling Instructions
- SC DMV Title Application included for your convenience

**Insurance Authorization Form** – Please complete and have your risk manager forward proof of insurance for closing

**Escrow Agreement**
- Exhibit A – Sample Requisition
- Money Market Disclosure and Authorization
- Non-Discretionary Account Agreement – Please sign Page 4, Privacy Notice – Please retain for your records only

**Payment Proceeds Authorization**
**Appropriation Certificate**
**UPS Label – For Originals**

Please execute all documents as indicated and return, with the following:
- Copy of the Board Meeting Minutes or Resolution approving the Lease transaction with TD Equipment Finance.
- Please provide your attorney’s Opinion of Counsel. Sample language is included in this documentation package.
- We also require a tax opinion. You can reference Section 1.03(a)(vi) of the Lease Purchase Agreement for the tax opinion requirement.

Please scan & email all required documents to my attention at least 2 days prior to the scheduled closing date to ensure the Escrow Account is Open for Funding.

Original Documents can be returned to:
**TD Equipment Finance, Inc.**
Attn: Loriann Laquitara, AIM: NJ5-134-403
12000 Horizon Way, 4th Floor, Mount Laurel, NJ 08054

If you have any questions, please call me at 856-685-5259 or email at loriann.laquitara@td.com.

Please note that your signature of the Lease is confirmation that funds to pay the first year of the lease are already appropriated and available for payment. Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

Loriann Laquitara
Senior Operations Officer

Internal
LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this "Agreement"), dated as of April 1, 2022, is made and entered into by and between TD EQUIPMENT FINANCE, INC., and its successors and permitted assigns ("Lessor"), and the CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina ("Lessee").

RECITALS

WHEREAS Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS Lessee is authorized under the constitution and laws of the State of South Carolina (the "State") to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.01 Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the "Equipment").

Section 1.02 Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will cause an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the "Funding Amount") to be deposited into the escrow fund created under that certain Escrow Agreement dated as of even date herewith (the "Escrow Agreement"), among Lessor, Lessee and TD Bank, N.A., as escrow agent (the "Escrow Agent"). As used herein, "Closing Date" means the date of Lessor's payment of the Funding Amount.

Section 1.03 Conditions Precedent. Lessor's payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

(i) the Escrow Agreement duly executed by Lessee and the Escrow Agent;

(ii) a certified copy of the resolution, ordinance or other required official action by Lessee's governing body, duly authorizing the execution and delivery of this Agreement and the Escrow Agreement and the performance by Lessee of its obligations hereunder and thereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;

(iii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement, the Escrow Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;

(iv) evidence of insurance coverage or self-insurance as required by Article V;

(v) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;

(vi) an opinion of qualified bond counsel or special tax counsel to Lessee as to the valid execution and delivery of this Agreement and excludability of the interest payable hereunder from gross income for federal income tax purposes, addressed to Lessor and dated the Closing Date;
(vii) a properly completed and executed IRS Form 8038-G;

(viii) Uniform Commercial Code financing statement(s) and any other documents required by
Lessor to secure its interest in the Equipment and any other collateral with respect to this Agreement;

(ix) waivers of third parties’ holders of interests in the real property where the Equipment will
be located, as Lessor may deem necessary; and

(x) such other documents as may be reasonably requested by Lessor.

Section 1.04 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment,
cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached
hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. The Funding
Amount shall be disbursed as provided in the Escrow Agreement. When the Equipment is delivered, installed and
accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of
Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the
Equipment and any other costs related thereto shall not affect Lessee’s obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section 2.01 Term. The term of this Agreement (the “Lease Term”) shall commence on the Closing Date
and shall continue until the end of the current fiscal year of Lessee (the “Original Term”); provided that the Lease
Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this
Agreement, each having a duration of one year and a term coextensive with Lessee’s fiscal year or such earlier
date specified in the Payment Schedule attached hereto (each a “Renewal Term”), up to the maximum Lease Term
set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the
maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this
Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section 2.02 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the “Rental
Payments”) and on the dates (each a “Payment Date”) as specified in the Payment Schedule. A portion of each
Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All
Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice
to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys
legally available therefor.

Section 2.03 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the
Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall
not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL
PAYMENTS ARE TO BE MADE ONLY FROM LESSEE’S LEGALLY AVAILABLE FUNDS APPROPRIATED ON
AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICALSUBDIVISION OR AGENCY
THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HEREREUNDER FROM THE COMPELLED LEVY OF
AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE
FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee
of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee’s budget will
include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year and will
use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient
to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a
governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably
believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and
made available to permit Lessee’s continued utilization of the Equipment in the performance of its essential functions
during the Lease Term.

Section 2.04 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not
appropriated to pay the Rental Payments required hereunder for the following fiscal year (an “Event of
Nonappropriation”), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and
this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay
Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of
Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section
10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor’s instructions and for any other loss suffered by Lessor as a result of Lessee’s failure to take such actions as required hereunder. In addition, upon an Event of Nonappropriation, Lessor may, direct the Escrow Agent to release to Lessor any portion of the Funding Amount and any earnings thereon remaining on deposit in the escrow fund established under the Escrow Agreement.

Section 2.05  **Unconditional Rental Payments.** Subject to Sections 2.03 and 2.04 hereof, (a) Lessee’s obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee’s obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

**ARTICLE III  PURCHASE AND PREPAYMENT**

Section 3.01  **End of Lease Term.** Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of $1.00 to Lessor.

Section 3.02  **Optional Prepayment.** Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the “Purchase Price”).

Section 3.03  **Mandatory Prepayment from Excess Funding Amount.** Any portion of the Funding Amount not applied to the costs of the Equipment and remaining in the escrow fund established under the Escrow Agreement on the earlier of (a) the expiration of the Escrow Period (as defined in the Payment Schedule) and (b) the date on which Lessee executes the final Acceptance Certificate, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

Section 3.04  **Release of Lessor’s Interest.** Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor’s security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor’s security interest in the Equipment, without warranty by or recourse to Lessor.

**ARTICLE IV  REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 4.01  **Representations and Warranties.** Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”), duly organized and existing under the Constitution and laws of the State and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.
(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee’s governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee’s knowledge, threatened against or affecting Lessee, challenging Lessee’s authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee’s governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee’s current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a “Lien”) on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 months from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which payment is made; (viii) the officer or official who has executed this Agreement on Lessee’s behalf is familiar with Lessee’s expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee’s financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not disclosed in writing to Lessor and that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.
Section 4.02  Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 103 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Payment Date an amount that will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this Section 4.02(b) shall be conclusive (absent manifest error).

ARTICLE V  INSURANCE

Section 5.01  Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the use, operation, ownership, condition or maintenance of Equipment, with a coverage of not less than $300,000 per occurrence and $600,000 in the aggregate, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section 5.02  Insurance Requirements. Lessee must maintain insurance through the South Carolina State Fiscal Accountability Authority (SCSFAA) of the types and in the amounts not less than those set forth in Section 5.01. Each casualty and property insurance policy shall name Lessor as lender loss payee. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining such insurance.

ARTICLE VI  ADDITIONAL OBLIGATIONS

Section 6.01  Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably
necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section 6.02 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay such installments as accrue during the then current fiscal year of the Lease Term.

Section 6.03 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section 6.04 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section 6.05 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, including written evidence that the Rental Payments for such fiscal year have been appropriated and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time.

Section 6.06 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section 6.07 Filing of Agreement. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by the Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; SECURITY INTEREST; NO WARRANTIES BY LESSOR

Section 7.01 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section 7.02 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due to or to become due or existing or hereafter arising) hereunder, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired), the escrow fund established under the Escrow Agreement and any and all proceeds of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

Section 7.03 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.
Section 7.04  **No Warranties.** Lessee acquires and leases the Equipment “AS IS.” Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee’s own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment’s value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor’s agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer’s or supplier’s product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee’s sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee’s specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer’s or supplier’s product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

**ARTICLE VIII  RISK OF LOSS; CASUALTY**

Section 8.01  **Risk of Loss.** As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee’s obligations under this Article VIII.

Section 8.02  **Notice of Loss.** If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 8.03  **Application of Proceeds.** If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section 8.04  **Claims and Expenses.** Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney’s fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys’ fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

**ARTICLE IX  ASSIGNMENT**

Section 9.01  **Assignment by Lessor.** Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund thereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund thereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice
thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section 9.02 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Lessee’s failure to pay any Rental Payment or other amount required to be paid to Lessor hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee’s failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee’s failure to perform or abide by any condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(e) RESERVED;

(f) Lessee shall be in default under any other financing agreement executed at any time with Lessor or any Lessor affiliate; or

(g) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;

(b) Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to,
attorneys’ fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment;

(c) By written notice to the Escrow Agent, Lessor may direct the Escrow Agent to release any portion of the Funding Amount and any earnings thereon to Lessor, such sums to be credited to payment of Lessee’s obligations hereunder; and

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section 10.03 Return of Equipment; Release of Lessee’s Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the Purchase Price (whether as result of an Event of Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer’s representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee’s interest therein.

Section 10.04 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal to the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the “Default Rate”), from such date.

Section 10.05 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section 10.06 Costs and Attorneys’ Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor’s costs of collection, including reasonable attorneys’ fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys’ fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or teletypewriter number set forth on the signature page hereof or such other address or teletypewriter number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or teletypewriter number specified on the signature page hereof or to such other addresses or teletypewriter numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.
Section 11.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term “Lessor” means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section 11.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words “hereto,” “herein,” “hereof” and “hereunder,” and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person’s successors and permitted assigns, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms “Article” and “Section” refer to an article or section of this Agreement and the terms “Exhibit” and “Schedule” refer to an exhibit or schedule to this Agreement, and (g) the symbol “$” refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America.

Section 11.05 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 11.06 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 11.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 11.08 Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 11.09 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 11.10 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the “Patriot Act”), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor’s request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable “know your customer” and anti-money laundering rules and regulations, including the Patriot Act.

Section 11.11 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm’s-length commercial transaction between Lessor and Lessee, (ii) in
connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section 11.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.14 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature or a signature affixed by DocuSign that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]
IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

CITY OF CHARLESTON, SOUTH CAROLINA
Lessee

By:
Name: Amy K. Wharton
Title: Chief Financial Officer
Address:
116 Meeting Street
Charleston, SC 29401

TD EQUIPMENT FINANCE, INC.
Lessor

By:
Name: Alison L. Sauter
Title: Senior Manager
Address:
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

[Signature Page to Lease Purchase Agreement]
Equipment Schedule

1. **Equipment Description:** The Equipment consists of the following:
   - Various Police Vehicles and Associated Collateral

   *All proceeds will be transferred into a designated "Purchase Fund" and detailed collateral descriptions will be included with every escrow requisition prior to each vendor payment disbursement*

2. **Equipment Location:** The Equipment is or will be located at:
   - Various locations throughout the City of Charleston, with the principal garaged location for the Equipment being set forth on the Acceptance Certificate for each such item of Equipment.
1. **Closing Date:** April 1, 2022

2. **Funding Amount:** $1,600,000.00

3. **Escrow Period:** Period ending April 1, 2024

4. **Interest Rate:** 1.270%

5. **Rental Payments:**

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Rental Payment</th>
<th>Interest</th>
<th>Principal</th>
<th>Outstanding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Loan 4/1/2022</td>
<td>1,600,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 10/1/2022</td>
<td>272,624.60</td>
<td>10,160.00</td>
<td>262,464.60</td>
<td>1,337,535.40</td>
</tr>
<tr>
<td>2 4/1/2023</td>
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<td>8,493.35</td>
<td>264,131.25</td>
<td>1,073,404.15</td>
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<tr>
<td>3 10/1/2023</td>
<td>272,624.60</td>
<td>6,816.12</td>
<td>265,808.48</td>
<td>807,595.67</td>
</tr>
<tr>
<td>4 4/1/2024</td>
<td>272,624.60</td>
<td>5,128.23</td>
<td>267,496.37</td>
<td>540,099.30</td>
</tr>
<tr>
<td>5 10/1/2024</td>
<td>272,624.60</td>
<td>3,429.63</td>
<td>269,194.97</td>
<td>270,904.33</td>
</tr>
<tr>
<td>6 4/1/2025</td>
<td>272,624.60</td>
<td>1,720.27</td>
<td>270,904.33</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Grand Totals: 1,635,747.60 35,747.60 1,600,000.00
Form of

LESSEE RESOLUTION / ORDINANCE

A RESOLUTION / ORDINANCE OF CITY OF CHARLESTON, SOUTH CAROLINA AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THERewith; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Charleston, South Carolina, a body politic and corporate duly organized and existing as a political subdivision of the State of South Carolina ("Lessee"), is authorized by the laws of the State of South Carolina to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed $1,600,000.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS the funds made available by Lessor under the Agreement will be deposited pursuant to the terms of that certain Escrow Agreement, among Lessee, the Lessor and TD Bank, N.A. (the "Escrow Agreement"; and together with the Agreement, the "Financing Documents") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed $1,600,000.00.

BE IT FURTHER RESOLVED that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Chief Financial Officer of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Chief Financial Officer of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.
BE IT FURTHER RESOLVED that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this_______ day of 20__.

CITY OF CHARLESTON, SOUTH CAROLINA

By:
Name: Amy K. Wharton
Title: Chief Financial Officer
Form of

INCUMBENCY CERTIFICATE

The undersigned representative of the City of Charleston, South Carolina ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of April 1, 2022 (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy K. Wharton</td>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Matthew Frohlich</td>
<td>Deputy Chief Financial Officer</td>
<td></td>
</tr>
</tbody>
</table>

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of ____, 20__, approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of ____________, 20__.

Witnessed By:

By: ________________________________
Name: ______________________________
Title: ______________________________
Form of

OPINION OF COUNSEL TO LESSEE
[Place on Letterhead of Counsel to Lessee]

April 1, 2022

TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement, dated as of April 1, 2022, between TD Equipment Finance, Inc. and the City of Charleston, South Carolina

Ladies and Gentlemen:

[We] have acted as counsel to the City of Charleston, South Carolina ("Lessee") in connection with the above-referenced transaction. In such capacity, [We] have reviewed (a) an executed counterpart of that certain Lease Purchase Agreement, dated as of April 1, 2022 (the "Agreement"), by and between TD Equipment Finance, Inc. ("Lessor") and Lessee, which, among other things, provides for the lease of certain property described therein (the "Equipment"), (b) an executed counterpart of that certain Escrow Agreement dated April 1, 2022 (the "Escrow Agreement" and, together with the Agreement, the "Financing Documents"), among Lessor, Lessee, and TD Bank, N.A., as escrow agent, (c) an ordinance(s) or resolution(s) of the governing body of Lessee which, among other things, authorize(s) Lessee to execute the Financing Documents and (d) such other opinions, documents and matters of law as [I][we] have deemed necessary in connection with the following opinions. Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon foregoing, it is [my][our] opinion that:

1. Lessee is a political subdivision of the State of South Carolina (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Financing Documents and to perform its obligations thereunder.

3. Each of the Financing Documents has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and other laws, rules and regulations of the State.

5. The execution of the Agreement and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Financing Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement.

Very truly yours,
Form of

ACCEPTANCE CERTIFICATE

TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement dated as of April 1, 2022 (the "Agreement") between TD Equipment Finance, Inc. and the City of Charleston, South Carolina ("Lessee")

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers and dealers’ invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: ______________________

CITY OF CHARLESTON, SOUTH CAROLINA

By: ______________________
Name: Amy K. Wharton
Title: Chief Financial Officer
# Information Return for Tax-Exempt Governmental Bonds

- **Form 8038-G**
- (Rev. October 2021)
- Department of the Treasury Internal Revenue Service

## Part I Reporting Authority

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Issuer’s name</td>
</tr>
<tr>
<td>3a</td>
<td>Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</td>
</tr>
<tr>
<td>3b</td>
<td>Telephone number of other person shown on 3a</td>
</tr>
<tr>
<td>4</td>
<td>Number and street (or P.O. box if mail is not delivered to street address) Room/suite</td>
</tr>
<tr>
<td>6</td>
<td>City, town, or post office, state, and ZIP code</td>
</tr>
<tr>
<td>8</td>
<td>Name of issue</td>
</tr>
<tr>
<td>10a</td>
<td>Name and title of officer or other employee of the issuer whom the IRS may call for more information</td>
</tr>
<tr>
<td>10b</td>
<td>Telephone number of officer or other employee shown on 10a</td>
</tr>
</tbody>
</table>

## Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>Education</td>
</tr>
<tr>
<td>12</td>
<td>Health and hospital</td>
</tr>
<tr>
<td>13</td>
<td>Transportation</td>
</tr>
<tr>
<td>14</td>
<td>Public safety</td>
</tr>
<tr>
<td>15</td>
<td>Environment (including sewage bonds)</td>
</tr>
<tr>
<td>16</td>
<td>Housing</td>
</tr>
<tr>
<td>17</td>
<td>Utilities</td>
</tr>
<tr>
<td>18</td>
<td>Other. Describe ►</td>
</tr>
</tbody>
</table>

### 19a If bonds are TANs or RANs, check only box 19a. 
### 19b If bonds are BANs, check only box 19b. 
### 20 If bonds are in the form of a lease or installment sale, check box. □

## Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>(a) Final maturity date</td>
<td>(b) Issue price</td>
<td>(c) Stated redemption price at maturity</td>
</tr>
</tbody>
</table>

## Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Proceeds used for accrued interest</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Issue price of entire issue (enter amount from line 21, column (b))</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Proceeds used for bond issuance costs (including underwriters' discount)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>Proceeds used for credit enhancement</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td>Proceeds allocated to reasonably required reserve or replacement fund</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td>Proceeds used to refund prior tax-exempt bonds. Complete Part V.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td>Proceeds used to refund prior taxable bonds. Complete Part V.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 29 Total (add lines 24 through 28). |

### 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here).

## Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>31</td>
<td>Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ years</td>
</tr>
<tr>
<td>32</td>
<td>Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ years</td>
</tr>
<tr>
<td>33</td>
<td>Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶</td>
</tr>
<tr>
<td>34</td>
<td>Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)</td>
</tr>
</tbody>
</table>

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S  Form 8038-G (Rev. 10-2021)
**Part VI: Miscellaneous**

35 Enter the amount of state volume cap allocated to the issue under section 141(b)(5).......................... 35

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions.............................................

   b Enter the final maturity date of the GIC (MM/DD/YYYY) ................................................................. 36a

   c Enter the name of the GIC provider ..........................................................

37 Pooled financings: Enter the amount of proceeds of this issue that are to be used to make loans to other governmental units ..........................................................

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box □ and enter the following information:

   b Enter the date of the master pool bond (MM/DD/YYYY) ..............................................................

   c Enter the EIN of the issuer of the master pool bond ..............................................................

   d Enter the name of the issuer of the master pool bond ..............................................................

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box □

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box □

41a If the issuer has identified a hedge, check here □ and enter the following information:

   b Name of hedge provider ..............................................................

   c Type of hedge ..............................................................

   d Term of hedge ..............................................................

42 If the issuer has superintegrated the hedge, check box □

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box □

44 If the issuer has established written procedures to monitor the requirements of section 148, check box □

45a If some portion of the proceeds was used to reimburse expenditures, check here □ and enter the amount of reimbursement..............................................................

   b Enter the date the official intent was adopted (MM/DD/YYYY) ..............................................................

---

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

---

**Paid**

<table>
<thead>
<tr>
<th>Signature of issuer's authorized representative</th>
<th>Date</th>
<th>Type or print name and title</th>
<th>Check</th>
<th>PTIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print/Type preparer's name</td>
<td>Date</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preparer's signature</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Type</td>
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</tbody>
</table>

**Preparer Use Only**

<table>
<thead>
<tr>
<th>Firm's name □</th>
<th>Firm's address □</th>
<th>Firm's EIN □</th>
<th>Phone no.</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

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Form 8038-G (Rev. 10-2021)
Schedule #: 40172715 – 3yr.

Attached to and forming a part of the Lease Purchase Agreement dated as of April 1, 2022 ("Lease") by and between the City of Charleston, South Carolina ("Lessee") and TD Equipment Finance, Inc. ("Lessor"):

Notwithstanding any language in the lease to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note; within 60 days of the acquisition of each vehicle under the Lease between the City of Charleston, South Carolina and TD Equipment Finance, Inc., ALL vehicles must be titled listing TD Equipment Finance, Inc. as first Lienholder.

Lessor recommends Lessee process titling applications electronically with appropriate Department of Motor Vehicle (DMV) to facilitate compliance with the 60-day requirement noted above. If electronic filing is unavailable, and the DMV office is not processing paper titles during the COVID-19 shutdown, Lessee shall provide Lessor proper title, showing TD Equipment Finance, Inc., as first lienholder, within 60 days of the DMV resuming business as usual.

Failure to comply will be an Event of Default under the Lease between the parties. Please send us a copy of the title application and lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By: ________________________________
Name: Amy K. Wharton
Title: Chief Financial Officer

LEASOR:
TD EQUIPMENT FINANCE, INC.

By: ________________________________
Name: Alison L. Sauter
Title: Senior Manager

For SC dealers. Please use SC ELT – 34125651

***PLEASE NOTE***

IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOTTED 60 DAY TIME FRAME, A FEE IN THE AMOUNT OF $150.00 PER TITLE WILL BE CHARGED BY TD EQUIPMENT FINANCE, INC. TO RECORD THE LIEN ON YOUR BEHALF.
DEALER/VENDOR TITLING INSTRUCTIONS

**Dealer Name:** TBD
**Lessee Name:** City of Charleston, SC

**Vehicle:**
**VIN:** TBD

**Titling Instructions:**

**Owner:** City of Charleston, SC

**1st Lienholder:** TD Equipment Finance, Inc.

**Send Original Title to:** TD Equipment Finance, Inc.
Attn: Loriann Laquitara, AIM: NJ5-134-403
12000 Horizon Way, 4th Floor, Mount Laurel, NJ 08054

Please contact Loriann Laquitara at 856-685-5259 or email loriann.laquitara@td.com if you have any questions regarding the titling of the above-named vehicle(s).

<table>
<thead>
<tr>
<th>State Code</th>
<th>ELT Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ Corp. Code</td>
<td>866313347080030</td>
</tr>
<tr>
<td>PA ELT</td>
<td>52230435101</td>
</tr>
<tr>
<td>NY ELT</td>
<td>67171</td>
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<td>EFL05</td>
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<td>234248473</td>
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<tr>
<td>LA ELT</td>
<td>ECTN</td>
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<tr>
<td>GA ELT</td>
<td>001115109498</td>
</tr>
<tr>
<td>MD ELT</td>
<td>0734</td>
</tr>
<tr>
<td>SC ELT</td>
<td>34125651</td>
</tr>
</tbody>
</table>
South Carolina Department of Motor Vehicles
Title Application

No strikeovers, erasures or correction fluid is acceptable on this form.

Applications are accepted at SCDMV branches or can be mailed to: SCDMV P.O. Box 1498 – 10311 Wilson Blvd, Blythewood, SC 29016-0038 Motor Carrier Services applications can be mailed to SCDMV P.O. Box 1498, Blythewood, SC 29016-0027. Visit our website www.scdmvonline.com for a complete list of required documents and fees.

**SECTION A**
- EXPEDITE (additional $20.00 fee) Check here to expedite this title. Title can only be expedited in branch office.

**SECTION B - VEHICLE INFORMATION**
Please print or type in black ink only.

<table>
<thead>
<tr>
<th>VEHICLE IDENTIFICATION NUMBER</th>
<th>MAKE</th>
<th>MODEL</th>
<th>YEAR</th>
<th>BODY STYLE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>FUEL TYPE (GAS OR ELECTRIC)</th>
<th>EMPTY WEIGHT</th>
<th>GVW</th>
<th>MOPED – ENGINE CUBIC CENTIMETERS OR VATTAGE</th>
</tr>
</thead>
</table>

**SECTION C - ODOMETER MILEAGE**
(Miles not kilometers)

Federal law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

I state that the odometer now reads **0** (no tenths) and to the best of my knowledge that it reflects the actual mileage of the vehicle described above unless one of the following statements is checked.

- EXEMPT
- DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.
- I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- I CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE, WARNING ODOMETER DISCREPANCY.

**SECTION D - OWNER/LESSEE INFORMATION**
Your complete legal name must be used on all title and registration documents.

<table>
<thead>
<tr>
<th>NEW PRIMARY OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)</th>
<th>SC CUSTOMER NO., DRIVER LICENSE NO., SSC, SEC., OR PEN</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW CO-OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)</td>
<td>SHARE OR OWNERSHIP AND OR</td>
<td>SC CUSTOMER NO., DRIVER LICENSE NO., SSC, SEC., OR PEN</td>
</tr>
<tr>
<td>PRIMARY OWNER/LESSEE RESIDENCE STREET ADDRESS (APT, NO, IF APPLICABLE)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>MAILING ADDRESS (IF DIFFERENT FROM ABOVE)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>ADDRESS WHERE VEHICLE IS Housed (IF DIFFERENT FROM ABOVE)</td>
<td>CITY</td>
<td>STATE</td>
</tr>
<tr>
<td>DAYTIME TELEPHONE NUMBER</td>
<td>TEMPORARY ADDRESS (IF APPLICABLE)</td>
<td>EXPIRATION OF TEMPORARY ADDRESS</td>
</tr>
</tbody>
</table>

**SECTION E - LEASING COMPANY INFORMATION**
Complete only for a leased vehicle.

<table>
<thead>
<tr>
<th>LEASING COMPANY NAME</th>
<th>PHONE NO.</th>
<th>CONTACT PERSON</th>
<th>CUSTOMER NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADDRESS</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP CODE</td>
</tr>
</tbody>
</table>

**SECTION F - LIEN INFORMATION**
If you are a lienholder, are you a SC ELT participant?  
- Yes  
- No

<table>
<thead>
<tr>
<th>CUSTOMER NO., OR PEN</th>
<th>LIENHOLDER NAME (FIRST LIEN)</th>
<th>DATE OF LIEN</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAILING ADDRESS</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP CODE</td>
<td></td>
</tr>
<tr>
<td>CUSTOMER NO., OR PEN</td>
<td>LIENHOLDER NAME (SECOND LIEN)</td>
<td>DATE OF LIEN</td>
<td>CONTACT PERSON</td>
<td>TELEPHONE NUMBER</td>
</tr>
<tr>
<td>MAILING ADDRESS</td>
<td>CITY</td>
<td>STATE</td>
<td>ZIP CODE</td>
<td></td>
</tr>
</tbody>
</table>
**SECTION G - DISCLOSURE**

Required for vehicles 26,000 lbs. or greater and bus common carriers only.

S-3-242 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

- SSN
- OR
- FEIN

**SECTION H - IM/SALES TAX**

Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

VEHICLE PURCHASED FROM INDIVIDUALS AND TITLEDD IN SOUTH CAROLINA ARE SUBJECT TO IM/SALES TAX UNLESS EXEMPT. THE FEE IS 8% OF THE SALES PRICE UP TO A MAXIMUM OF $500.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

- [ ] THE VEHICLE WAS TRANSFERRED FROM: [ ] MY PARENT [ ] MY SPOUSE [ ] MY CHILD [ ] MY BROTHER/SISTER [ ] MY GRANDPARENT [ ] MY GRANDCHILD
- [ ] THE VEHICLE WAS TRANSFERRED TO ME AS: [ ] LEGAL HEIR [ ] BENEFICIARY [ ] DISTRIBUTEE
- [ ] I AM ACTIVE DUTY MILITARY [ ] THE VEHICLE WAS A BONAFIDE GIFT

**SECTION I - ADDITIONAL INFORMATION**

- DATE OF PURCHASE
- DATE FIRST OPERATED IN S.C.
- ENERGY EFFICIENT MANUFACTURED/MOBILE HOME?
  - YES
  - NO
- NEW OR USED
- PRIOR TITLE NUMBER
- PRIOR TITLE STATE

**SECTION J - SELLER INFORMATION**

- SELLER OR DEALER NAME
- SC DEALER/WHOLESALE NUMBER
- SC SALES TAX NUMBER
- SALES PRICE
- TRADE-IN AMOUNT

- ADDRESS
- CITY
- STATE
- ZIP CODE

**SECTION K - INSURANCE CERTIFICATION**

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED. THE UNINSURED MOTORIST FEE MUST BE PAID WHETHER OR NOT IT IS OPERATED. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

I (WE) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA.

NAME OF INSURANCE COMPANY

**SECTION L - DONATE LIFE**

YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT OF DONATION: $ ______________

**SECTION M - SIGNATURE OF OWNER**

I DECLARE THAT I AM THE OWNER OF THIS VEHICLE. I REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. THE VEHICLE IS SUBJECT TO THE LIENS NAMED IN NO OTHERS. IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS., I CERTIFY THAT I AM FAMILIAR WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS. UNDER PENALTY OF PERJURY, I CERTIFY ALL INFORMATION PROVIDED IS TRUE AND CURRENT.

OWNER

DATE

CO-OWNER

DATE

SIGNATURE OF OWNER(S): MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

- 46 - 60 DAYS LATE - $10.00
- 61 - 75 DAYS LATE - $25.00
- 76 - 135 DAYS LATE - $50.00
- OVER 135 DAYS LATE - $75.00

**THIS SECTION FOR DEALERS ONLY**

THE ABOVE VEHICLE IS FOR:

- DEALER USE
- RENTAL - IMF WILL NOT BE CHARGED ON RENTAL CAR

**THIS SECTION FOR DMV USE ONLY**

PROCESSED BY AND OFFICE # PLATE NUMBER
INSURANCE AUTHORIZATION

***Please be advised that we are unable to release any funds to you or your vendor(s) unless we have a valid Certificate of Insurance. Please contact your agent and have them forward a Certificate to our office immediately. If you have any questions, please call me at (856) 685-5259.

To Whom It May Concern:
This is to advise you that _______________________________

SC State Fiscal Accountability Authority, Insurance Reserve Fund, PO Box 11066, Columbia SC 29201, is my authorized agent.

Please contact your agent and ask them to provide a Certificate of Insurance showing the coverage provided, the expiration date, policy number and the equipment covered.

Our insurance requirements are as follows:

I. INSURED:
   TD Equipment Finance, Inc., its successors and assigns ("Lessor")
   12000 Horizon Way, 4th Floor
   Mount Laurel, NJ 08054
   Phone: (856) 685-5259
   Fax: (856) 533-1022

Required:

I. VEHICLES LICENSED FOR USE ON PUBLIC ROADWAYS:
   a. Automobile Liability Insurance
      i. Lessor will not be named Additional Insured (per award) as their interests may appear.
         $600,000.00 Auto Liability is required.
      i. Lessor must be named as Loss Payee. The insurance is required in an amount equal to your
         equipment cost of $1,600,000.00 or actual cash value, whichever is the greater.

II. EQUIPMENT:
   a. General Liability Insurance
      i. Lessor will not be named Additional Insured (per award) as their interests may appear.
         $600,000.00 General Liability is required.
   b. Property / Physical Damage Insurance:
      i. Lessor must be named as Lender's Loss Payee. The insurance is required in an amount equal to your
         equipment cost of $1,600,000.00 or replacement cost value, whichever is the greater.

III. IF A DEDUCTIBLE OR RETENTION IS APPLICABLE, IT MUST BE INCLUDED ON THE CERTIFICATE.

IV. NOTICE OF CANCELLATION:
   a. 30-Days Notice of Cancellation is required.

V. DESCRIPTION OF EQUIPMENT:
   a. A Description of Equipment Covered must be provided on the Certificate or please reference Lease
      #40172715- Attach a copy of the Schedule I, if applicable.

By signing below, we signify that we have contacted our insurance agent and will provide the above coverage and evidence of same will be forwarded to you immediately.

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: ________________________________

Name: Amy K. Wharton
Title: Chief Financial Officer
ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is made and entered into as of April 1, 2022 by and among TD BANK, N.A., a national banking association organized and existing under the laws of the United States of America ("Escrow Agent"), TD EQUIPMENT FINANCE, INC., a Maine corporation, as lessor ("Lessor"), and CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina as lessee ("Lessee"). Capitalized terms in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease (as defined herein).

RECITALS

1. Pursuant to a Lease Purchase Agreement, dated as of April 1, 2022 (the "Lease"), between Lessor and Lessee, Lessee will lease from Lessor certain personal property described therein (the "Equipment") on the terms and conditions set forth therein.

2. Lessor is required to deposit or cause to be deposited with Escrow Agent the sum of $1,600,000.00 (the "Funding Amount"), for credit to the Escrow Fund established hereunder which Funding Amount will be used to pay all or a portion of the costs of the Equipment.

3. Lessor and Lessee desire to engage Escrow Agent to receive, hold and disburse the Funding Amount as provided herein.

The parties hereto agree as follows:

ARTICLE 1: PURCHASE FUND.

Section 1.01. Escrow Agent shall (i) establish a special escrow fund designated as the Lease #40172715 3-year lease, Escrow Fund" (the "Escrow Fund"), (i) keep the Escrow Fund separate and apart from all other funds and moneys held by it and (i) administer the Escrow Fund as provided in this Escrow Agreement.

Section 1.02. All moneys deposited with Escrow Agent by Lessor pursuant to the Lease shall be credited to the Escrow Fund. Upon receipt of a fully completed Payment Request Form in the form attached hereto as Exhibit A, executed by Lessor and Lessee, together with all supporting documents described therein, Escrow Agent shall disburse the amount requested therein directly to the person(s) or entity(ies) specified therein.

Section 1.03. On April 1, 2024 (as such date may be amended from time to time as directed in writing by Lessor, the "Escrow End Date") Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Escrow Fund including interest earnings contained therein, if any, less the amount equal to the amount for which Escrow Agent has received a fully and properly completed Payment Request Form which has not been disbursed on or before the Escrow End Date. The amount paid to Lessor, pursuant to this Section, shall be applied in accordance with the Lease.

Section 1.04. Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing under the Lease, Escrow Agent shall transfer all other moneys held in the Escrow Fund to Lessor.

Section 1.05. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of any certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.
ARTICLE 2: MONEYS IN ESCROW FUND; INVESTMENT.

Section 2.01. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor, other than Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by Escrow Agent therefrom. Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of the security interest granted by Lessee to Lessor under the pursuant to the Lease and shall note, or cause to be noted, on all books and records relating to the Escrow Fund, Lessor's security interest thereon.

Section 2.02. Moneys in the Escrow Fund shall be held invested in the Goldman Sachs Financial Square Government Fund Service Shares or any other fund Escrow Agent customary utilizes in their normal course of business.

ARTICLE 3: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

Section 3.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 3.02. Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other reasonable expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement. Escrow Agent shall be vested with a lien on all property deposited hereunder for such indemnification and for its reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other reasonable expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 3.03. If Lessee or Lessor shall be in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee for all reasonable costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 3.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.
ARTICLE 4: ESCROW AGENT’S COMPENSATION.

Section 4.01. Lessor hereby agrees to pay Escrow Agent $1,500.00 as annual compensation for the services to be rendered hereunder, and will pay and/or reimburse Escrow Agent upon request for all reasonable expenses, disbursements and advances, including reasonable attorneys’ fees, incurred or made by it in connection with carrying out its duties hereunder. Escrow Agent’s fee shall be payable upon execution of this Escrow Agreement.

ARTICLE 5: CHANGE OF ESCROW AGENT.

Section 5.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of Lessor and Lessee. Upon any such substitution, Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement and transfer the money in the Escrow Fund.

Section 5.02. Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 5.03. Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

ARTICLE 6: ADMINISTRATIVE PROVISIONS.

Section 6.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. Escrow Agent shall provide such records to Escrow Agent and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Escrow Fund.

Section 6.02. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to Escrow Agent at 12000 Horizon Way, 4th Floor, Mt. Laurel, NJ 08054, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 6.03. This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Escrow Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

Section 6.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Lease.

Section 6.05. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 6.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
Section 6.07. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder.

Section 6.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[signatures on following page]
IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

**TD EQUIPMENT FINANCE, INC., Lessor**

By: 
Name: Alison L. Sauter
Title: Senior Manager

Address: 12000 Horizon Way, 4th Floor
         Mount Laurel, NJ 08054

Telephone: (856) 685-5227
Fax: (856) 533-1022

**TD BANK, N.A., Escrow Agent**

By: 
Name: Betsy Smith
Title: Vice President

Address: 12000 Horizon Way, 3rd Floor
         Mount Laurel, NJ 08054

Telephone: (856) 685-5141
Fax: (856) 685-5267

**CITY OF CHARLESTON, SOUTH CAROLINA, Lessee**

By: 
Name: Amy K. Wharton
Title: Chief Financial Officer

Address: 116 Meeting St.
         Charleston, SC 29401

Telephone: 843-724-3710

[Signature Page to Escrow Agreement]
TO ESCROW AGREEMENT

Lease #: 40172715 (3yr) Escrow Account #: TBD

Form of

Payment Request No. ______

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of April 1, 2022 (the "Escrow Agreement"), by and among the said Escrow Agent, TD Equipment Finance, Inc. ("Lessor"), and City of Charleston, South Carolina, as lessee ("Lessee") is hereby requested to pay, from the Escrow Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the costs of the Equipment (as defined in said Escrow Agreement) designated opposite such payee’s name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Lease (as defined in the Escrow Agreement).

<table>
<thead>
<tr>
<th>Payee/Address</th>
<th>Amount</th>
<th>Invoice No.</th>
<th>Equipment</th>
</tr>
</thead>
</table>

Total: $__________

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor’s payment requisition and (2) Lessee’s acceptance certificate relating to the Equipment in the form prescribed by the Lease; provided that if the payment is a progress payment no separate acceptance certificate shall be required.

Dated__________,

Received and Approved:

CITY OF CHARLESTON, SOUTH CAROLINA

TD EQUIPMENT FINANCE, INC.,

By: ________________________________  By: ________________________________
Name: ______________________________ Name: ______________________________
Title: ______________________________ Title: ______________________________
MONEY MARKET DISCLOSURE AND AUTHORIZATION

GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND

SERVICE SHARES

CUSIP# 38141W257  FUND# 467

Client: CITY OF CHARLESTON, SOUTH CAROLINA

Issue: Lease # 40172715

DISCLOSURE

Goldman Sachs Financial Square Government Fund Service Shares (the “Fund”) is an open-end management investment company registered under the Investment Company Act of 1940. The Fund is not sponsored by TD Bank, National Association, or any of its affiliates. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and are not considered insured deposits by the FDIC. The Fund is distributed and advised by Goldman, Sachs & Co., New York, New York. The advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.58 of 1% of TD Bank’s aggregate average daily net assets in the Fund.

AUTHORIZATION

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending investment or distribution in Goldman Sachs Financial Square Government Fund Service Shares. We hereby acknowledge the prospectus for the Fund.

CLIENT
CITY OF CHARLESTON, SOUTH CAROLINA

Amy K. Wharton, Chief Financial Officer   DATE: April 1, 2022
A. Account Information

Client Information

Account Title: City of Charleston, SC Lease #40172715 & 40172721
Legal Entity Name (Client): S/a
Legal Address: 116 Meeting Street Charleston SC 29401
Telephone #: 843-724-3710
Tax ID#: 57-6000226

Tax Year End Date (MM/DD/YYYY): 12/31

Trustee (required for ERISA plans): 

Authorized Signer (name and address): Amy K. Wharton CFO S/A
Authorized Signer (name and address): Matthew Frohlich, Deputy CFO S/A
Authorized Signer (name and address): 

Other Parties to Receive Statements (name and address): 

B. Investment Responsibility & Objective

1.1 Investment Responsibility:

Non-Discretionary: The client will instruct the Bank on all investment changes, and the Bank will not provide any advice on investments or changes. The Bank has no obligation to take action on the assets in the Account in the absence of instructions from the Client.

1.2 Account Description (Select all that apply)
0 Bond Trustee
Q Escrow
0 Custody
0 ERISA Plan
0 Non-ERISA Employee Plan
0 Directed Trust

2.0 Toronto-Dominion Bank (TD) or Affiliate Securities: I acknowledge that it is the Bank's policy not to acquire or retain TD or affiliate securities in accounts unless specifically authorized by the governing instrument or court order, or unless so directed by the account's principal, grantor or other authorized person. In addition, the Bank will not render investment advice with regard to any TD or affiliate security held in accounts under management. By initialing below, I authorize and direct the Bank to retain any shares of TD or any affiliate security deposited to my account, and I confirm that I understand that the Bank will not provide investment advice with regard to the TD or affiliate holding.

_________________________ ________________________ (Authorized Signer Initials)
<table>
<thead>
<tr>
<th>SECURITIES AND INSURANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOT FDIC INSURED</td>
</tr>
<tr>
<td>NO BANK GUARANTEE</td>
</tr>
<tr>
<td>MAY LOSE VALUE</td>
</tr>
</tbody>
</table>
C. List of Assets and Authorized Instructions

Please provide any third party investment advisor information as well as tax preparer information.

D. Online Access

The Bank offers its clients access to their account through the internet.

Are you interested in this service? (Please select response) 0 YES 0 NO

If Yes, would you like to receive your account statements via Online? (Please select response) 0 YES 0 NO

Authorized Signer (Name and Email Address): 
Authorized Signer (Name and Email Address): 
Authorized Signer (Name and Email Address): 

E. Client Agreement

Account.
The Client has opened an account with TD Bank, N.A. (the "Bank") as indicated above. The Bank will establish and maintain Client's account(s) ("Account") in Client's name in accordance with this agreement ("Agreement"), corporate resolution, appointing document and/or other governing document (the "Governing Documents") establishing the Account. For the purposes of this Agreement "Client" means party(s) identified as Client in section A above.

Services.
The Bank will provide the services agreed to by and between the Client and the Bank as set forth in the Governing Documents. Where there is a conflict between the services to be provided by the Bank, the Client and the Bank agree that the Governing Documents will control.

The Bank will not make any investment recommendations or provide investment advice on any assets held in the Account.

The Bank agrees, as applicable, to: (i) receive the assets deposited in the Account and keep such assets separate from all other assets held by, or owned by the Bank; (ii) collect all income coming due on the assets and principal upon maturity or sale; (iii) keep accurate records of all transactions in the Account and furnish the Client with monthly Account statements in the Bank's customary form, as it may be amended from time to time; (iv) provide annual tax information summaries and will maintain appropriate records therefore; (v) follow instructions received from the Client or person's authorized to act on the Client's behalf; (vi) effectuate directed investments in permitted securities including accurate purchase or receipt, custody, pricing and redemption; (vii) disburse funds; and (viii) provide recordkeeping and reporting services as needed. Additional fees may be applicable to certain services.

The Bank is authorized to hold securities in the name of the Bank's nominee and to use a clearing corporation and a custodian for Account assets. The Client retains legal ownership of the assets of the Account, with the privileges and responsibilities of ownership, except as to responsibilities specifically delegated to the Bank.

Representations and Responsibilities.
Client represents and warrants to the Bank that any information provided by Client to the Bank with respect to this Account and this Agreement is complete and accurate. Client agrees that any direction given to the Bank by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, or action taken by the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, will be proper under this Agreement, and that the Bank is entitled to rely upon any such information or direction. If the Bank fails to receive direction from the Client, Client's authorized agent, authorized signer or other authorized third party administrator, regarding any transaction, if
the Bank receives ambiguous direction regarding any transaction, or if the Bank, in good faith, believes that any transaction requested is in dispute, the Bank reserves the right to take no action until further clarification acceptable to the Bank is received from the Client, Client's authorized agent, Client's authorized signer or other third party administrator authorized by the Client, the appropriate signatory or government or judicial authority, as applicable.

Client Appointment of Agent.
The Bank may permit the Client to appoint, through written notice acceptable to the Bank, an authorized agent to act on Client's behalf with respect to this Agreement (e.g., attorney-in-fact, executor, administrator, investment manager), but the Bank has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Bank will not be responsible for losses of any kind that may result from directions, actions, or failures to act by Client's authorized agent, and the Client agrees to reimburse the Bank for any loss the Bank may incur as a result of such directions, actions, or failures to act by such authorized agent.

ERISA Accounts.
The Client acknowledges and agrees that the Bank is not acting as a fiduciary and is not considered a fiduciary under ERISA. The Client acknowledges and agrees that the Bank: (i) is not and will not exercise any discretionary authority or discretionary control over the management of any ERISA account, or exercise any authority or control over the management or disposition of ERISA account assets; (ii) has not and will not render investment advice (within the meaning of ERISA) to any ERISA account for a fee, and does not have any authority or responsibility to do so; and (iii) has no discretionary authority or discretionary responsibility over the administration of any ERISA account. ERISA used herein refers to the Employee Retirement Income Security Act of 1974.

Fees.
Client agrees to be responsible for payment of fees to the Bank for the services provided under this Agreement at the time such fees are due. The fees will be determined at the time this Agreement is entered into. Such fees may be subject to change on written notice. If fees are not paid when due the Bank reserves its right to pursue available legal options.

Communications with Client.
Except as otherwise set forth in this Agreement, the Client may communicate with the Bank orally, in writing, or via electronic means including facsimile or electronic mail (e-mail). The Bank will require that any instructions be made in writing and may require further confirmation before any action is taken based on the instructions.

Governing Law.
Except to the extent preempted by the Governing Documents or federal law, this Agreement and the interpretation and application of the provisions hereof shall be governed and construed in accordance with the laws of New York, without giving effect to its choice of law provisions.

Indemnity/Liability.
Except to the extent that indemnity and liability are set forth in the Governing Documents, the Client agrees to defend, indemnify and hold the Bank harmless from any and all actions, claims, liabilities, damages and expenses, including without limitation costs of defense and reasonable attorneys' fees, (collectively "Claims") which the Bank may suffer, incur or be caused to pay arising out of the Bank's performance pursuant to this Agreement, except to the sole extent that any such Claim arises from the Bank's bad faith, willful misconduct or breach of this Agreement.

The Bank will not be responsible for losses of any kind that may result from the Clients' direction to the Bank or the Client's actions or failure to act, and Client agrees to reimburse the Bank for any loss it may incur as a result of such directions, actions or failure to act.

Market Decline.
Client acknowledges that the Account is and shall be subject to market fluctuations, and the Bank does not warrant or represent any level of performance or return for the Account.

Arbitration.
Except to the extent that arbitration and/or litigation procedures are set forth in the Governing Documents, the parties agree that any controversy, claim or dispute concerning any transaction, or connected with or arising out of this Agreement or any other agreement between the parties, arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial rules. Any arbitration award shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. The arbitration shall be governed by the laws of the State of New York. Unless otherwise agreed to by the parties, any arbitration will be held in New York, New York. Notwithstanding this binding arbitration clause, Client understands that it cannot be required to arbitrate any dispute or controversy non-arbitrable under federal law. In the event of any legal action taken to resolve a dispute between the parties, the prevailing party shall be entitled to recover reasonable legal fees and costs.

Other Litigation.
The Bank is under no obligation to pursue in court any claim against a third party for money or property due to the Client.

Modification/Termination.
Except as otherwise set forth in the Governing Documents and applicable state law, this Agreement may be modified by mutual written consent and may be terminated by either party without advance notice.

Notices.
All notices hereunder shall be delivered in accordance with the Governing Documents.

Assignment.
This Agreement is not assignable by any party without the consent of the other party.

Counterparts.
This Agreement may be executed in one or more counterparts and all counterparts together shall constitute a single agreement among the parties.

Users and Security.
Where Client on-line access is permitted, Client agrees that Client is responsible for (1) authorizing, monitoring, controlling access to and maintaining the strict confidentiality of the user IDs, passwords and codes (collectively, "IDs") assigned by the Bank to Clients, (2) not allowing unauthorized persons to use their IDs, (3) any charges or damages that may be incurred as a result of
Client's failure to maintain the strict confidentiality of their IDs, and (4) promptly informing the Bank of any need to deactivate an ID due to security concerns. The Bank is not liable for any harm related to the theft of IDs assigned to Client, Client's disclosure of such IDs, or Client allowing another person or entity to access and use such IDs.

Entire Agreement.
This Agreement, including the Governing Documents, constitutes the entire understanding between the parties relating to the subject matter contained herein and merges and supersedes all prior discussions and writings between them. No party shall be bound by any condition, warrant, or representation other than as expressly stated in the Agreement or subsequently set forth in a writing signed by all parties.

Severability.
If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination shall not affect the validity of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, ______________________________________ Authorised Signer, ______________________________________
the Authorized Signer, ______________________________________ the Authorized Signer, and TD Bank, N.A., Agent, have hereunto set their hands, this 1st day of April, 2022, and I acknowledge receipt of the privacy notice.

Authorized Signer  Amy K. Wharton, CFO

Authorized Signer  Matthew Frohlich, Deputy CFO

Authorized Signer

TD Bank, N.A. By: ______________________________________

Name  Signature
### WHAT DO THE TD BANK COMPANIES DO WITH YOUR PERSONAL INFORMATION?

**Why?**
Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**
The types of personal information we collect and share depend on the product or service you have with us. This information can include:
- Social Security Number and income
- Account balances and payment history
- Credit history and credit scores

**How?**
All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons the TD Bank Companies choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do the TD Bank Companies share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>For our everyday business purposes</strong> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong> – to offer our products and services to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For joint marketing with other financial companies</strong></td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> – information about your transactions and experiences</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our affiliates’ everyday business purposes</strong> – information about your creditworthiness</td>
<td>No</td>
<td>We Don’t Share, Unless You Provide Consent</td>
</tr>
<tr>
<td><strong>For our affiliates to market to you</strong></td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td><strong>For nonaffiliates to market to you</strong></td>
<td>No</td>
<td>We Don’t Share</td>
</tr>
</tbody>
</table>

### To limit our sharing
Call us as follows:
- TD Bank: 1-888-937-1050
- TD Auto Finance, a division of TD Bank: 1-888-837-2115

Please note: If you are a new customer, we can begin sharing your information 45 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice. However, you can contact us any time to limit our sharing.

### Questions?
Call
- TD Bank: 1-888-937-1050 or go to tdbank.com/Privacy
- TD Auto Finance, a division of TD Bank: 1-888-837-2115

TD Bank
### Who we are

**Who is providing this notice?**

This privacy notice applies to the entities within the TD Bank US Holding Company family which are listed below (collectively the "TD Bank Companies") to the extent that they do not have their own privacy notices.

### What we do

**How do the TD Bank Companies protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

**How do the TD Bank Companies collect my personal information?**

We collect your personal information, for example, when you:
- Open an account or deposit money
- Pay your bills or apply for a loan
- Use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only:
- Sharing for affiliates' everyday business purposes – information about your creditworthiness
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

**What happens when I limit sharing for an account I hold jointly with someone else?**

Your choice to limit marketing offers from our affiliates will apply only to you, unless you tell us to apply it to everyone on your account.

### Definitions

**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.
- *Our affiliates include those companies that control, are controlled by or under common control with TD Bank US Holding Company or The Toronto-Dominion Bank, such as other banks, financial companies, registered broker dealers, investment advisors, and insurance agencies.*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.
- *The TD Bank Companies do not share with nonaffiliates so they can market to you.*

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
- *Our joint marketing partners include companies that offer products and services such as credit cards, credit insurance and vehicle financing.*

### Other important information

If you recently moved or changed your contact information, we encourage you to contact us to update your information.

**California and Vermont Residents:** We only share information with third parties as permitted by the law of your state.

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This privacy notice applies to the following TD Bank Companies, to the extent that they do not have their own privacy notices:

- TD Bank USA, N.A.
- TD Bank, N.A. Subsidiaries
- TD Bank, N.A.
- TD Private Client Wealth LLC
- TD Wealth Management Services Inc.

This privacy notice applies to consumers and not to business entities or business transactions. The notice does not constitute a contract, nor does it modify or amend any agreement we have with you.
Lease Purchase Agreement
PAYMENT PROCEEDS AUTHORIZATION

Lease Purchase Agreement #: 40172715 (3 year)

Proceeds of funds are to be disbursed as follows:

TD Wealth Management $ 1,600,000.00

Total $ 1,600,000.00

Acknowledged and Agreed to:

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA
By: ____________________________

Name: Amy K. Wharton
Title: Chief Financial Officer
APPROPRIATION CERTIFICATE

TD Equipment Finance, Inc., Lessor
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement, dated as of April 1, 2022 (the "Agreement"), by and between TD Equipment Finance, Inc., as Lessor and City of Charleston, South Carolina, as Lessee

To Whom It May Concern:

The undersigned Lessee hereby certifies that all Rental Payments (in the amount of $272,624.60 due under the Agreement, for the Lessee’s fiscal year ending December 31, 2022 are within the Lessee’s operating budget or budgets for such period, and an appropriation of funds for such year has been made for such purpose and is available therefor.

CITY OF CHARLESTON, SOUTH CAROLINA

By: ____________________________

Name: Amy K. Wharton

Title: Chief Financial Officer
1. Ensure there are no other shipping or tracking labels attached to your package. Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS
   Customers with a Daily Pickup
   Your driver will pickup your shipment(s) as usual.

   Customers without a Daily Pickup
   Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(TM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.
   Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages.
   Hand the package to any UPS driver in your area.

ADVANCE AUTO PARTS STORE 9TH
40 S LENOLA RD
MAPLE SHADE NJ 08052

THE UPS STORE
290 N MAPLE AVE
MARLTON NJ 08053

CVS STORE # 7942
385 GREENE TREE RD
MARLTON NJ 08053

FOLD HERE
City of Charleston, SC
116 Meeting Street, Charleston SC 29401

Dear Sir or Madame:

Enclosed please find the following documents regarding your lease transaction with TD Equipment Finance, Inc.:

Lease Purchase Agreement – 40172721-4 year
- Schedules 1 and 2
- Exhibit A – Lessee Resolution / Ordinance – or provide a copy of the City’s Resolution / Ordinance
- Exhibit B – Incumbency Certificate – please provide signature specimen & witness signature
- Exhibit C – Opinion of Counsel to Lessee – sample language
- Exhibit D – Acceptance Certificate

Tax Form 8038-G – Please complete, sign and return a copy of this form

Motor Vehicle Documents:
- Motor Vehicle Amendment – COVID 19
- Titling Instructions
- SC DMV Title Application included for your convenience

Insurance Authorization Form – Please complete and have your risk manager forward proof of insurance for closing

Escrow Agreement
- Exhibit A – Sample Requisition
- Money Market Disclosure and Authorization
- Non-Discretionary Account Agreement – Included with the 3-year package – Form is for both 3 year & 4 year
- Privacy Notice – Please retain for your records only – Same as above

Payment Proceeds Authorization Appropriation Certificate

UPS Label – For Originals – Label included with 3-year package

Please execute all documents as indicated and return, with the following:
- Copy of the Board Meeting Minutes or Resolution approving the Lease transaction with TD Equipment Finance.
- Please provide your attorney’s Opinion of Counsel. Sample language is included in this documentation package.
- We also require a tax opinion. You can reference Section 1.03(a)(vi) of the Lease Purchase Agreement for the tax opinion requirement.

Please scan & email all required documents to my attention at least 2 days prior to the scheduled closing date to ensure the Escrow Account is Open for Funding.

Original Documents can be returned to:
TD Equipment Finance, Inc.
Attn: Lorian Laquitara, AIM: NJ5-134-403
12000 Horizon Way, 4th Floor, Mount Laurel, NJ 08054

If you have any questions, please call me at 856-685-5259 or email at lorian.laquitara@td.com.

Please note that your signature of the Lease is confirmation that funds to pay the first year of the lease are already appropriated and available for payment. Thank you for choosing TD Equipment Finance, Inc. for your equipment financing needs.

Sincerely,

Lorian Laquitara
Senior Operations
Officer IEnclosures
LEASE PURCHASE AGREEMENT

This Lease Purchase Agreement (this “Agreement”), dated as of April 1, 2022, is made and entered into by and between TD EQUIPMENT FINANCE, INC., and its successors and permitted assigns (“Lessor”), and the CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina (“Lessee”).

RECITALS

WHEREAS Lessee desires to lease and acquire from Lessor the Equipment (as defined herein) subject to the terms and conditions hereof;

WHEREAS Lessee is authorized under the constitution and laws of the State of South Carolina (the “State”) to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I LEASE, FUNDING AND ACQUISITION OF EQUIPMENT

Section 1.01 Lease. Lessor hereby agrees to sell, transfer and lease to Lessee, and Lessee hereby agrees to acquire, purchase and lease from Lessor the property described in the Equipment Schedule attached as Schedule 1 hereto and incorporated by reference herein, upon the terms and conditions set forth herein, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto (the “Equipment”).

Section 1.02 Funding. Upon satisfaction (or waiver by Lessor) of the conditions set forth in Section 1.03, Lessor will cause an amount necessary to pay all or a portion of the costs to acquire and install the Equipment and certain costs related to the execution and delivery of this Agreement as specified in the Payment Schedule attached as Schedule 2 hereto and incorporated by reference herein (the “Funding Amount”) to be deposited into the escrow fund created under that certain Escrow Agreement dated as of even date herewith (the “Escrow Agreement”), among Lessor, Lessee and TD Bank, N.A., as escrow agent (the “Escrow Agent”). As used herein, “Closing Date” means the date of Lessor’s payment of the Funding Amount.

Section 1.03 Conditions Precedent. Lessor’s payment of the Funding Amount and the performance by Lessor of any of its obligations hereunder, are subject to the satisfaction the following:

(a) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

(i) the Escrow Agreement duly executed by Lessee and the Escrow Agent;

(ii) a certified copy of the resolution, ordinance or other required official action by Lessee’s governing body, duly authorizing the execution and delivery of this Agreement and the Escrow Agreement and the performance by Lessee of its obligations hereunder and thereunder, substantially in the form attached hereto as Exhibit A or otherwise satisfactory to Lessor;

(iii) an incumbency certificate for the authorized official(s) of Lessee executing this Agreement, the Escrow Agreement and any related certificates, documents and instruments, dated the Closing Date and substantially in the form attached hereto as Exhibit B or otherwise satisfactory to Lessor;

(iv) evidence of insurance coverage or self-insurance as required by Article V;

(v) an opinion of counsel to Lessee, dated the Closing Date and substantially in the form attached hereto as Exhibit C or otherwise satisfactory to Lessor;

(vi) an opinion of qualified bond counsel or special tax counsel to Lessee as to the valid execution and delivery of this Agreement and excludability of the interest payable hereunder from gross income for federal income tax purposes, addressed to Lessor and dated the Closing Date;
(vii) a properly completed and executed IRS Form 8038-G;

(viii) Uniform Commercial Code financing statement(s) and any other documents required by Lessor to secure its interest in the Equipment and any other collateral with respect to this Agreement;

(ix) waivers of third parties’ holders of interests in the real property where the Equipment will be located, as Lessor may deem necessary; and

(x) such other documents as may be reasonably requested by Lessor.

Section 1.04 Delivery, Installation and Acceptance of Equipment. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location(s) specified in Equipment Schedule attached hereto and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. The Funding Amount shall be disbursed as provided in the Escrow Agreement. When the Equipment is delivered, installed and accepted, Lessee shall promptly deliver to Lessor an Acceptance Certificate, executed by an authorized official of Lessee, in the form attached hereto as Exhibit D. The insufficiency of the Funding Amount to pay all costs of the Equipment and any other costs related thereto shall not affect Lessee’s obligations under this Section 1.04.

ARTICLE II TERM; RENTAL PAYMENTS

Section 2.01 Term. The term of this Agreement (the “Lease Term”) shall commence on the Closing Date and shall continue until the end of the current fiscal year of Lessee (the “Original Term”); provided that the Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any renewal term of this Agreement, each having a duration of one year and a term coextensive with Lessee’s fiscal year or such earlier date specified in the Payment Schedule attached hereto (each a “Renewal Term”), up to the maximum Lease Term set forth in the Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term, unless sooner terminated pursuant to this Agreement.

Section 2.02 Rental Payments. Lessee agrees to pay the rental payments in the amounts (the “Rental Payments”) and on the dates (each a “Payment Date”) as specified in the Payment Schedule. A portion of each Rental Payment is paid as interest and the balance is paid as principal, as specified in the Payment Schedule. All Rental Payments shall be paid to Lessor, at such place as Lessor may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments in lawful money of the United States of America from moneys legally available therefor.

Section 2.03 Current Expense. The obligations of Lessee hereunder, including its obligation to pay the Rental Payments due in any fiscal year shall constitute a current expense of Lessee for such fiscal year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE’S LEGALLY AVAILABLE FUNDS APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE HERUNDER FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE FUNDS APPROPRIATED BY LESSEE ON AN ANNUAL BASIS. Nothing herein shall constitute a pledge by Lessee of the full faith and credit or taxing power of Lessee. The Lessee official in charge of preparing Lessee’s budget will include in the budget request for each fiscal year the Rental Payments to become due during such fiscal year and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all Rental Payments coming due therein. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available to permit Lessee’s continued utilization of the Equipment in the performance of its essential functions during the Lease Term.

Section 2.04 Nonappropriation. If during the then current fiscal year of Lessee, sufficient funds are not appropriated to pay the Rental Payments required hereunder for the following fiscal year (an “Event of Nonappropriation”), Lessee shall be deemed not to have renewed this Agreement for the following fiscal year, and this Agreement shall terminate at the end of the then current fiscal year, and Lessee shall not be obligated to pay Rental Payments beyond the then current fiscal year for which funds have been appropriated. Upon an Event of Nonappropriation, Lessee shall return the Equipment to Lessor in accordance with the requirements of Section
10.03. Lessee shall notify Lessor in writing no later than 30 days following an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term. If Lessee fails to return the Equipment or otherwise comply with Section 10.03, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of an amount equal to the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after which Lessee fails to comply with Lessor’s instructions and for any other loss suffered by Lessor as a result of Lessee’s failure to take such actions as required hereunder. In addition, upon an Event of Nonappropriation, Lessor may, direct the Escrow Agent to release to Lessor any portion of the Funding Amount and any earnings thereon remaining on deposit in the escrow fund established under the Escrow Agreement.

Section 2.05 Unconditional Rental Payments. Subject to Sections 2.03 and 2.04 hereof, (a) Lessee’s obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional; (b) Lessee shall make such payments when due and shall not withhold any of such payments pending final resolution of any disputes; (c) Lessee shall not assert any right of set-off or counterclaim against its obligation to make such payments; (d) Lessee’s obligation to make Rental Payments or other payments shall not be abated through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment or obsolescence of the Equipment; and (e) Lessee shall be obligated to continue to make payments required under this Agreement if title to, or temporary use of, the Equipment or any part thereof shall be taken under exercise of the power of eminent domain.

ARTICLE III PURCHASE AND PREPAYMENT

Section 3.01 End of Lease Term. Lessee shall have the option to purchase all of the Equipment upon the expiration of the Lease Term and payment in full of all Rental Payments then due and all other amounts then owing hereunder, and the payment of $1.00 to Lessor.

Section 3.02 Optional Prepayment. Lessee shall have the option to prepay its obligations hereunder in whole, but not in part, on any Payment Date. Lessee shall give written notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due hereunder, including the Rental Payment due on the Payment Date on which the option shall be effective, and the applicable Purchase Price set forth in the Payment Schedule attached hereto (the "Purchase Price").

Section 3.03 Mandatory Prepayment from Excess Funding Amount. Any portion of the Funding Amount not applied to the costs of the Equipment and remaining in the escrow fund established under the Escrow Agreement on the earlier of (a) the expiration of the Escrow Period (as defined in the Payment Schedule) and (b) the date on which Lessee executes the final Acceptance Certificate, shall be applied by Lessor on any Rental Payment date to all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing hereunder in the inverse order of Rental Payment dates.

Section 3.04 Release of Lessor’s Interest. Upon timely receipt of all amounts required for the purchase of the Equipment pursuant to Section 3.01 or Section 3.02, this Agreement shall terminate, all of Lessor’s security interest in the Equipment shall terminate, and Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably request to evidence the termination of this Agreement and Lessor’s security interest in the Equipment, without warranty by or recourse to Lessor.

ARTICLE IV REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 4.01 Representations and Warranties. Lessee represents and warrants to Lessor as of the Closing Date as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”), duly organized and existing under the Constitution and laws of the State and is authorized under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement.
(b) The execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee's governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee.

(c) This Agreement has been duly executed and delivered by and constitute the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(d) The execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound.

(e) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee's knowledge, threatened against or affecting Lessee, challenging Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement.

(f) Lessee or Lessee's governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during Lessee's current fiscal year, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

(g) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

(h) Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other claim or encumbrance of any nature whatsoever (each, a "Lien") on or with respect to such real estate.

(i) The estimated total costs of the Equipment will not be less than the Funding Amount; (ii) the Equipment has been ordered or is expected to be ordered within six months after the Closing Date and the Equipment will be delivered and installed, and the Vendor fully paid, within 18 months from the Closing Date; (iii) Lessee will pursue the acquisition of the Equipment and the expenditure of the Funding Amount with due diligence; (iv) no sinking, debt service, reserve or similar fund will be maintained by Lessee with respect to the Rental Payments or pledged as security therefor; (v) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last Payment Date; (vi) there are no other obligations of Lessee which are being sold within 15 days of the Closing Date or are being sold pursuant to the same plan of financing as this Agreement, and are expected to be paid from substantially the same source of funds; (vii) Lessee made a declaration of its intention to reimburse the costs of the Equipment to be reimbursed with the Funding Amount not later than 60 days after the date on which payment is made; (viii) the officer or official who has executed this Agreement on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the Funding Amount; and (ix) the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable.

(j) None of this Agreement, Lessee's financial statements furnished to Lessor, or any other agreement, document, certificate or written statement furnished to Lessor by or on behalf of Lessee in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading in any material respect. There is no fact that Lessee has not disclosed in writing to Lessor and that would cause a material adverse change in the business, assets, operations or condition, financial or otherwise, of Lessee.
Section 4.02 Tax Covenants.

(a) Lessee covenants and agrees that it will (i) comply with all provisions of the Code and the Treasury Department regulations applicable to establishing and maintaining the excludability of the interest component of the Rental Payments from federal gross income pursuant to Section 103 of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy Internal Revenue Service ("IRS") guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys related to this Agreement from time to time in a manner that will not cause this Agreement to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings on invested proceeds of this Agreement to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) complete and timely file an IRS Form 8038-G with the IRS in accordance with Section 149(e) of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and reasonably acceptable to Lessee, that Lessor may not exclude the interest component of any Rental Payment from gross income for federal income tax purposes, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rental Payments due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after tax yield on the transaction evidenced by this Agreement (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Payment Date an amount that will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this Section 4.02(b) shall be conclusive (absent manifest error).

ARTICLE V INSURANCE

Section 5.01 Liability and Property Insurance. Lessee shall, at its own expense, procure and maintain continuously in effect during the Lease Term: (a) liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the use, operation, ownership, condition or maintenance of Equipment, with a coverage of not less than $300,000 per occurrence and $600,000 in the aggregate, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Purchase Price.

Section 5.02 Insurance Requirements. Lessee must maintain insurance through the South Carolina State Fiscal Accountability Authority (SCSFAA) of the types and in the amounts not less than those set forth in Section 5.01. Each casualty and property insurance policy shall name Lessor as lender loss payee. If Lessee does not maintain the required insurance, Lessor may obtain it and charge Lessee for it. Upon demand therefor from Lessor, Lessee agrees to immediately reimburse Lessor for all such costs and expenses of Lessor for obtaining such insurance.

ARTICLE VI ADDITIONAL OBLIGATIONS

Section 6.01 Use and Maintenance of Equipment. Lessee shall, at its own expense, maintain the Equipment in good condition and proper working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. The Equipment will be used by Lessee only for the purpose of performing Lessee's essential governmental functions. Lessee shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation or in a manner contrary to that contemplated by this Agreement. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall have sole responsibility to maintain and repair the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule attached hereto; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee shall provide Lessor access at all reasonable times to examine and inspect the Equipment and provide Lessor with such access to the Equipment as may be reasonably
necessary to perform maintenance on the Equipment in the event of failure by Lessee to perform its obligations hereunder. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this Section 6.01, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Section 6.02 Taxes. Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term.

Section 6.03 Modification of Equipment. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will adversely affect the originally intended value, function or use of the Equipment.

Section 6.04 Liens. Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any Lien with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided. Lessee shall promptly, at its own expense, take such actions as may be necessary duly to discharge or remove any such Lien if the same shall arise at any time.

Section 6.05 Financial Information. Lessee shall deliver to Lessor (i) its annual audited financial statements within 210 days after the end of each fiscal year, (ii) its annual budget for each fiscal year promptly following approval thereof, including written evidence that the Rental Payments for such fiscal year have been appropriated and (iii) such other financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as may be reasonably requested by Lessor from time to time.

Section 6.06 Advances. If Lessee shall fail to perform any of its obligations under Section 6.01, Section 6.02 or Section 6.04, or shall fail to maintain the insurance required by Article V, Lessor may (but shall not be required to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the Default Rate (as defined herein), from the date of the advance to the date of repayment.

Section 6.07 Filing of Agreement. Lessee shall not file or submit, or permit the filing or submission, of all or any portion this Agreement, any document related to this Agreement, any default, event of acceleration, termination event, waiver, modification of terms or other similar events relating to this Agreement or any summary of the foregoing with the Municipal Securities Rulemaking Board ("MSRB") (or any successor to the MSRB or similar entity or service) unless such document or portion thereof has been provided to the Lessor in advance for review and redaction to the extent required by the Lessor and otherwise permitted under applicable MSRB rules or federal securities law, if any. Lessor is not responsible for the Lessee's or any other entity's compliance with any continuing disclosure obligations under any applicable securities law or related agreement or undertaking.

ARTICLE VII TITLE; SECURITY INTEREST; NO WARRANTIES BY LESSOR

Section 7.01 Title. During the Lease Term, legal title to all Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. Upon the occurrence of an Event of Default or upon termination of this Agreement due to an Event of Nonappropriation, title shall immediately vest in Lessor, free and clear of any right, title or interest of Lessee.

Section 7.02 Security Interest. As security for Lessee's obligations to pay all Rental Payments and all other amounts due and payable and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) hereunder, Lessee hereby grants to Lessor a first priority, security interest in any and all of the Equipment (now existing or hereafter acquired), the escrow fund established under the Escrow Agreement and any and all proceeds of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

Section 7.03 Personal Property. The Equipment is and shall at all times be and remain personal property and not fixtures.
Section 7.04 No Warranties. Lessee acquires and leases the Equipment "AS IS." Lessee acknowledges that Lessor did not manufacture the Equipment. Lessor does not represent the manufacturer, supplier, owner or dealer, and Lessee selected the Equipment based upon Lessee's own judgment. Lessor makes no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose or otherwise or as to the Equipment's value, design, condition, use, capacity or durability. Lessee agrees that regardless of cause, Lessor is not responsible for, and Lessee will not make any claim against Lessor for, any damages, whether consequential, direct, special or indirect incurred by Lessee in connection with the Equipment. Neither the manufacturer, supplier or dealer nor any salesperson, employee or agent of the manufacturer, supplier or dealer is Lessor's agent or has any authority to speak for Lessor or to bind Lessor in any way. For and during the Lease Term, Lessor assigns to Lessee any manufacturer's or supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased in accordance with Lessee's specifications from suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or supplier's product warranties or guaranties, (d) no manufacturer or supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or supplier or any representative of said parties shall not be binding upon Lessor.

ARTICLE VIII RISK OF LOSS; CASUALTY

Section 8.01 Risk of Loss. As between Lessee and Lessor, Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part for any reason whatsoever. No loss to the Equipment shall relieve Lessee from the obligation to make any Rental Payments or to perform any other obligation hereunder. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Article VIII.

Section 8.02 Notice of Loss. If a casualty occurs to the Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

Section 8.03 Application of Proceeds. If Lessor determines that any item of Equipment has suffered a casualty loss that is beyond repair, then Lessee shall either: (a) immediately replace such Equipment with similar equipment in good repair, condition and working order free and clear of any Liens and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment hereunder, or (b) on the next scheduled Payment Date, pay Lessor (i) all amounts owed by Lessee hereunder, including the Rental Payment due on such date, plus (ii) an amount equal to the applicable Purchase Price. If the net proceeds of any insurance are insufficient to pay in full the cost of any repair, restoration, modification or improvement of the Equipment, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of available insurance proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment. If Lessee makes any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article II.

Section 8.04 Claims and Expenses. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of this Agreement. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorneys' fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms hereof or which arise directly from the gross negligence or willful misconduct of Lessor.

ARTICLE IX ASSIGNMENT

Section 9.01 Assignment by Lessor. Lessor may assign its rights, title and interest in and to this Agreement, the Equipment or the Escrow Agreement (including the escrow fund hereunder), and/or may grant or assign a security interest in this Agreement, the Equipment or any Escrow Agreement (including the escrow fund hereunder), in whole or in part, without obtaining the consent of Lessee, but no such assignment, transfer or conveyance shall be effective as against Lessee unless and until Lessor has delivered to Lessee written notice
thereof that discloses the name and address of the assignee and such assignment, transfer or conveyance shall be made only to banks, insurance companies or other financial institutions or their affiliates. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

Section 9.02 Assignment and Subleasing by Lessee. Neither this Agreement nor the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

ARTICLE X EVENTS OF DEFAULT; REMEDIES

Section 10.01 Events of Default. The occurrence of any of the following events shall constitute an Event of Default hereunder:

(a) Lessee’s failure to pay any Rental Payment or other amount required to be paid to Lessor hereunder within ten (10) days following the due date thereof, other than by reason of an Event of Nonappropriation;

(b) Lessee’s failure to maintain insurance as required herein;

(c) With the exception of the above clauses (a) or (b), Lessee’s failure to perform or abide by any condition, agreement or covenant hereunder for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of time prior to its expiration;

(d) Any statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant hereto or in connection herewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; or

(e) RESERVED;

(f) Lessee shall be in default under any other financing agreement executed at any time with Lessor or any Lessor affiliate; or

(g) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(h) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessor or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 10.02 Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more of the following remedies:

(a) Lessor, with or without terminating this Agreement, may declare all Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable;

(b) Lessor may terminate this Agreement and by written notice to Lessee direct Lessee to deliver the Equipment in the manner provided in Section 10.03. Lessor may thereafter dispose of the Equipment. If Lessor terminates this Agreement and disposes of any or all of the Equipment, Lessor shall apply the proceeds of any such disposition to pay the following items in the following order: (i) all costs and expenses (including, but not limited to,
attorneys’ fees) incurred in securing possession of the Equipment; (ii) all costs and expenses incurred in completing the disposition of the Equipment; (iii) any sales or transfer taxes incurred in the disposition of the Equipment; (iv) any Rental Payments payable hereunder to the end of the then-current fiscal year of Lessee; (v) the outstanding principal component of Rental Payments; and (vi) any other amounts then due hereunder. Any disposition proceeds remaining after the requirements of clauses (i), (ii), (iii), (iv), (v) and (vi) have been met shall be paid to Lessee. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current fiscal year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment;

(c) By written notice to the Escrow Agent, Lessor may direct the Escrow Agent to release any portion of the Funding Amount and any earnings thereon to Lessor, such sums to be credited to payment of Lessee’s obligations hereunder; and

(d) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default.

Section 10.03 Return of Equipment; Release of Lessee’s Interest. Upon termination of this Agreement prior to the payment of all Rental Payments or the Purchase Price (whether as result of an Event of Nonappropriation or Event of Default), Lessee shall, within ten (10) days after such termination, at its own expense: (a) perform any testing and repairs required to place the related Equipment in the condition required by Section 6.01; (b) if deinstallation, disassembly or crating is required, cause the Equipment to be deinstalled, disassembled and crated by an authorized manufacturer’s representative or such other service person as is satisfactory to Lessor; and (c) return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee. In addition, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee’s interest therein.

Section 10.04 Late Charge. To the extent permitted by applicable law, Lessee shall pay Lessor a charge on any Rental Payment or any other amount payable hereunder not paid on the date such payment is due at a rate equal to the interest rate set forth on the Payment Schedule, plus 5% per annum, or the maximum amount permitted by law, whichever is less (the “Default Rate”), from such date.

Section 10.05 No Remedy Exclusive. Each of the rights and remedies under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of the Agreement, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Section 10.06 Costs and Attorneys’ Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor’s costs of collection, including reasonable attorneys’ fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid, and shall bear interest at the Default Rate. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys’ fees at trial and on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01 Notices. All notices, requests and other communications to either party hereunder shall be in writing and shall be given to such party at its address or telecopier number set forth on the signature pages hereof or such other address or telecopier number as such party may hereafter specify. Each such notice, request or other communication shall be effective (a) if given by certified mail, 72 hours after such communication is deposited with the United States Postal Service with first class postage prepaid, addressed as aforesaid or (b) if given by any other means, including e-mail or facsimile, when delivered at the address, email address or telecopier number specified on the signature pages hereto or to such other addresses or telecopier numbers as specified in writing by a party to the other party hereunder, as evidenced by a confirmation report.
Section 11.02 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and assigns. Specifically, as used herein the term "Lessor" means any person or entity to whom Lessor has assigned its right to receive Rental Payments hereunder.

Section 11.03 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Rules of Construction. Unless the context otherwise requires, (a) the singular of each term used in this Agreement includes the plural and the plural of each such term includes the singular, (b) any definition of or reference to any agreement, instrument or other document shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein), and shall include all exhibits, schedules, annexes and other attachments thereto, (c) the words "hereto," "herein," "hereof" and "hereunder," and words of similar import when used in this Agreement, shall be construed to refer to this Agreement in its entirety and not to any particular provision thereof, (d) any reference herein to any person shall be construed to include such person's successors and permitted assigns, (e) any reference to any law shall include all statutory and regulatory provisions consolidating, amending, replacing or interpreting such law and any reference to any law or regulation shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, (f) the terms "Article" and "Section" refer to an article or section of this Agreement and the terms "Exhibit" and "Schedule" refer to an exhibit or schedule to this Agreement, and (g) the symbol "$" refers to United States dollars or such coin or currency as at the time of payment is legal tender for the payment of public and private debts in the United States of America.

Section 11.05 Entire Agreement; Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter thereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee.

Section 11.06 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required to perfect, confirm, establish, reestablish, continue or complete the interests of Lessor in this Agreement, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement.

Section 11.07 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

Section 11.08 Waiver of Jury Trial. To the extent permitted by applicable law, Lessor and Lessee hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Agreement.

Section 11.09 Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Section 11.10 USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Patriot Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act.

Section 11.11 Relationship of Parties. Lessee acknowledges and agrees that (i) this Agreement and the transactions related thereto is an arm's-length commercial transaction between Lessor and Lessee, (ii) in
connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, Lessor is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of Lessee, (iii) Lessor has not assumed an advisory or fiduciary responsibility in favor of Lessee with respect to the transactions contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether Lessor or any affiliate thereof has provided other services or is currently providing other services to Lessee on other matters) and Lessor has no obligation to Lessee with respect to the transactions contemplated hereby except the obligations expressly set forth in this Agreement, and (iv) Lessee has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

Section 11.12 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 11.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and in making proof of this Agreement it shall not be necessary to produce or account for more than one such counterpart.

Section 11.14 Electronic Signatures. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts", if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "electronic signature" means a manually signed original signature or a signature affixed by DocuSign that is then transmitted by electronic means; "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "electronically signed document" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

[The remainder of this page is intentionally blank. Signature page follows.]
IN WITNESS WHEREOF, Lessor and Lessee hereto have caused this Lease Purchase Agreement to be executed and delivered, all as of the date first above written.

CITY OF CHARLESTON, SOUTH CAROLINA
Lessee

By: __________________________
Name: Amy K. Wharton
Title: Chief Financial Officer
Address: 116 Meeting Street
         Charleston, SC 29401

TD EQUIPMENT FINANCE, INC.
Lessor

By: __________________________
Name: Alison L. Sauter
Title: Senior Manager
Address: 12000 Horizon Way, 4th Floor
         Mount Laurel, NJ 08054

[Signature Page to Lease Purchase Agreement]
Equipment Schedule

1. **Equipment Description:** The Equipment consists of the following:

   Various Vehicles, Trucks, Trailers, Specialty Units and Associated Collateral
   Various Maintenance, Grounds and Construction Equipment and Associated Collateral

   *All proceeds will be transferred into a designated "Purchase Fund" and detailed collateral descriptions will be included with every escrow requisition prior to each vendor payment disbursement*

2. **Equipment Location:** The Equipment is or will be located at:

   - Various locations throughout the City of Charleston, with the principal garaged location for the Equipment being set forth on the Acceptance Certificate for each such item of Equipment.
Payment Schedule

1. **Closing Date:** April 1, 2022
2. **Funding Amount:** $5,583,453.00
3. **Escrow Period:** Period ending April 1, 2024
4. **Interest Rate:** 1.410%
5. **Rental Payments:**

<table>
<thead>
<tr>
<th>Payment Date</th>
<th>Rental Payment</th>
<th>Interest</th>
<th>Principal</th>
<th>Outstanding Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/2022</td>
<td>$720,254.97</td>
<td>$39,363.34</td>
<td>$680,891.63</td>
<td>$5,583,453.00</td>
</tr>
<tr>
<td>1 10/1/2022</td>
<td>$720,254.97</td>
<td>$34,563.06</td>
<td>$685,691.91</td>
<td>$4,902,561.37</td>
</tr>
<tr>
<td>2 4/1/2023</td>
<td>$720,254.97</td>
<td>$29,728.93</td>
<td>$690,526.04</td>
<td>$4,216,869.46</td>
</tr>
<tr>
<td>3 4/1/2024</td>
<td>$720,254.97</td>
<td>$24,860.72</td>
<td>$695,394.25</td>
<td>$2,830,949.17</td>
</tr>
<tr>
<td>5 10/1/2024</td>
<td>$720,254.97</td>
<td>$19,958.19</td>
<td>$700,296.78</td>
<td>$2,130,652.39</td>
</tr>
<tr>
<td>6 4/1/2025</td>
<td>$720,254.97</td>
<td>$15,021.10</td>
<td>$705,233.87</td>
<td>$1,425,418.52</td>
</tr>
<tr>
<td>7 10/1/2025</td>
<td>$720,254.97</td>
<td>$10,049.20</td>
<td>$710,205.77</td>
<td>$715,212.75</td>
</tr>
<tr>
<td>8 4/1/2026</td>
<td>$720,254.97</td>
<td>$5,042.22</td>
<td>$715,212.75</td>
<td>$-</td>
</tr>
</tbody>
</table>

Grand Totals | $5,762,039.76 | $178,586.76 | $5,583,453.00 |
Form of

LESSEE RESOLUTION / ORDINANCE

A RESOLUTION / ORDINANCE OF CITY OF CHARLESTON, SOUTH CAROLINA AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT WITH RESPECT TO THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION

WHEREAS, the City of Charleston, South Carolina, a body politic and corporate duly organized and existing as a political subdivision of the State of South Carolina ("Lessee"), is authorized by the laws of the State of South Carolina to purchase, acquire and lease personal property for the benefit of Lessee and to enter into contracts with respect thereto; and

WHEREAS Lessee desires to purchase, acquire, finance and lease certain equipment with a cost not to exceed $5,583,453.00 constituting personal property necessary for Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS Lessee proposes to enter into that certain Lease Purchase Agreement (the "Agreement"), with TD Equipment Finance, Inc. ("Lessor"), the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS the funds made available by Lessor under the Agreement will be deposited pursuant to the terms of that certain Escrow Agreement, among Lessee, the Lessor and TD Bank, N.A. (the "Escrow Agreement"; and together with the Agreement, the "Financing Documents") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS the governing body of Lessee deems it for the benefit of Lessee and for the efficient and effective administration thereof to enter into the Financing Documents and any other documentation necessary, convenient or appropriate for the purpose of the financing the Equipment on the terms and conditions described therein;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF LESSEE, that Lessee is hereby authorized to execute and deliver the Agreement with principal components of rental payments in an aggregate amount not to exceed $5,583,453.00.

BE IT FURTHER RESOLVED that the Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Chief Financial Officer of Lessee and any other officer of Lessee with the power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents and any and all instruments, documents and certificates which may be required by or provided for in the Financing Documents or as may otherwise be required for or necessary, convenient or appropriate to the financing described in this resolution together with any changes, insertions and omissions therein as may be approved by the officer(s) who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The Chief Financial Officer of Lessee and any other officer of Lessee with the power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.
BE IT FURTHER RESOLVED that the proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

BE IT FURTHER RESOLVED, that nothing contained in this resolution, the Agreement nor any other instrument shall be construed with respect to Lessee as incurring a pecuniary liability or charge upon the general credit of Lessee or against its taxing power, nor shall the breach of any agreement contained in this resolution, the Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon Lessee or any charge upon its general credit or against its taxing power, except to the extent that the rental payments payable under the Agreement are special limited obligations of Lessee as provided in the Agreement.

BE IT FURTHER RESOLVED, that if any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

Adopted and approved by the governing body of Lessee this_______ day of 20__.

CITY OF CHARLESTON, SOUTH CAROLINA

By: ____________________________
Name: Amy K. Wharton
Title: Chief Financial Officer
Form of

INCUMBENCY CERTIFICATE

The undersigned representative of the City of Charleston, South Carolina ("Lessee") certifies as follows:

1. The individuals identified below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names.

2. The individuals identified below have the authority on behalf of Lessee to enter into that certain Lease Purchase Agreement, dated as of April 1, 2022 (the "Agreement") between such entity and TD Equipment Finance, Inc., and the documents, instruments and certificates contemplated therein.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amy K. Wharton</td>
<td>Chief Financial Officer</td>
<td></td>
</tr>
<tr>
<td>Matthew Frohlich</td>
<td>Deputy Chief Financial Officer</td>
<td></td>
</tr>
</tbody>
</table>

3. Attached hereto as Exhibit A is a true and accurate copy of the resolution of Lessee dated as of_____. 20_ approving the acquisition and financing of the property as described in the Agreement. The resolution is in full force and effect, have not been in any respect modified, revoked or rescinded and reflect all action taken by Lessee in connection with the approval of the financing contemplated by the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of__________, 20__.

Witnessed By:

By:________________________________
Name:________________________________
Title:________________________________
Form of

OPINION OF COUNSEL TO LESSEE
[Place on Letterhead of Counsel to Lessee]

April 1, 2022

TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement, dated as of April 1, 2022, between TD Equipment Finance, Inc. and the City of Charleston, South Carolina

Ladies and Gentlemen:

[III][We] have acted as counsel to the City of Charleston, South Carolina ("Lessee") in connection with the above-referenced transaction. In such capacity, [III][We] have reviewed (a) an executed counterpart of that certain Lease Purchase Agreement, dated as of April 1, 2022 (the "Agreement"), by and between TD Equipment Finance, Inc. ("Lessor") and Lessee, which, among other things, provides for the lease of certain property described therein (the "Equipment"), (b) an executed counterpart of that certain Escrow Agreement dated April 1, 2022 (the "Escrow Agreement" and, together with the Agreement, the "Financing Documents"), among Lessor, Lessee, and TD Bank, N.A., as escrow agent, (c) an ordinance(s) or resolution(s) of the governing body of Lessee which, among other things, authorize(s) Lessee to execute the Financing Documents and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. Terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon foregoing, it is [my][our] opinion that:

1. Lessee is a political subdivision of the State of South Carolina (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Financing Documents and to perform its obligations thereunder.

3. Each of the Financing Documents has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.

4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State.

5. The execution of the Agreement and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Financing Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement.

Very truly yours,
Form of

ACCEPTANCE CERTIFICATE

TD Equipment Finance, Inc.
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement dated as of April 1, 2022 (the “Agreement”) between TD Equipment Finance, Inc. and the City of Charleston, South Carolina (“Lessee”)

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee and, with respect to the above-referenced Agreement, that:

1. The Equipment subject to the Agreement has been delivered and installed, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.

2. Attached hereto are true and correct copies of the manufacturers and dealers’ invoices for the Equipment.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Agreement during the current fiscal year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current fiscal year.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists on the date hereof.

Date: ______________________

CITY OF CHARLESTON, SOUTH CAROLINA

By:

Name: Amy K. Wharton
Title: Chief Financial Officer
**Information Return for Tax-Exempt Governmental Bonds**

Under Internal Revenue Code section 149(e)

See separate instructions.

Caution: if the issue price is under $100,000, use Form 8036-GC.


### Part I  Reporting Authority

<table>
<thead>
<tr>
<th>Issuer’s name</th>
<th>Issuer’s employer identification number (EIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)</td>
<td>3b Telephone number of other person shown on 3a</td>
</tr>
<tr>
<td>4 Number and street (or P.O. box if mail is not delivered to street address)</td>
<td>Room/suite</td>
</tr>
<tr>
<td>6 City, town, or post office, state, and ZIP code</td>
<td>7 Date of issue</td>
</tr>
<tr>
<td>8 Name of issue</td>
<td>9 CUSIP number</td>
</tr>
<tr>
<td>10a Name and title of officer or other employee of the issuer whom the IRS may call for more information</td>
<td>10b Telephone number of officer or other employee shown on 10a</td>
</tr>
</tbody>
</table>

### Part II  Type of Issue (Enter the issue price.) See the instructions and attach schedule.

| 11 Education | 12 Health and hospital | 13 Transportation | 14 Public safety | 15 Environment (including sewage bonds) | 16 Housing | 17 Utilities | 18 Other. Describe ▶ |

19a If bonds are TANs or RANs, check only box 19a ▶

19b If bonds are BANs, check only box 19b ▶

20 If bonds are in the form of a lease or installment sale, check box ▶

### Part III  Description of Bonds. Complete for the entire issue for which this form is being filed.

<table>
<thead>
<tr>
<th>(a) Final maturity date</th>
<th>(b) Issue price</th>
<th>(c) Stated redemption price at maturity</th>
<th>(d) Weighted average maturity</th>
<th>(e) Yield</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Part IV  Uses of Proceeds of Bond Issue (including underwriters’ discount)

<table>
<thead>
<tr>
<th>Proceeds used for accrued interest</th>
<th>Issue price of entire issue (enter amount from line 21, column (b))</th>
<th>Proceeds used for bond issuance costs (including underwriters’ discount)</th>
<th>Proceeds used for credit enhancement</th>
<th>Proceeds allocated to reasonably required reserve or replacement fund</th>
<th>Proceeds used to refund prior tax-exempt bonds. Complete Part V</th>
<th>Proceeds used to refund prior taxable bonds. Complete Part V</th>
<th>Total (add lines 24 through 28)</th>
<th>Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>23</td>
<td>24</td>
<td>25</td>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
</tr>
</tbody>
</table>

### Part V  Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)
<table>
<thead>
<tr>
<th>Part VI</th>
<th>Miscellaneous</th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)</td>
</tr>
<tr>
<td>36a</td>
<td>Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions</td>
</tr>
<tr>
<td>b</td>
<td>Enter the final maturity date of the GIC (MM/DD/YYYY)</td>
</tr>
<tr>
<td>c</td>
<td>Enter the name of the GIC provider</td>
</tr>
<tr>
<td>37</td>
<td>Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units</td>
</tr>
<tr>
<td>38a</td>
<td>If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the following information:</td>
</tr>
<tr>
<td>b</td>
<td>Enter the date of the master pool bond (MM/DD/YYYY)</td>
</tr>
<tr>
<td>c</td>
<td>Enter the EIN of the issuer of the master pool bond</td>
</tr>
<tr>
<td>d</td>
<td>Enter the name of the issuer of the master pool bond</td>
</tr>
<tr>
<td>39</td>
<td>If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box</td>
</tr>
<tr>
<td>40</td>
<td>If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box</td>
</tr>
<tr>
<td>41a</td>
<td>If the issuer has identified a hedge, check here and enter the following information:</td>
</tr>
<tr>
<td>b</td>
<td>Name of hedge provider</td>
</tr>
<tr>
<td>c</td>
<td>Type of hedge</td>
</tr>
<tr>
<td>d</td>
<td>Term of hedge</td>
</tr>
<tr>
<td>42</td>
<td>If the issuer has superintegrated the hedge, check box</td>
</tr>
<tr>
<td>43</td>
<td>If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box</td>
</tr>
<tr>
<td>44</td>
<td>If the issuer has established written procedures to monitor the requirements of section 148, check box</td>
</tr>
<tr>
<td>45a</td>
<td>If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement</td>
</tr>
<tr>
<td>b</td>
<td>Enter the date the official intent was adopted (MM/DD/YYYY)</td>
</tr>
</tbody>
</table>

Signature and Consent

| Signature of issuer's authorized representative | Date | Type or print name and title |

Paid Preparer

<table>
<thead>
<tr>
<th>Firm's name</th>
<th>Firm's EIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone no.</td>
<td></td>
</tr>
</tbody>
</table>

Form 8038-G (Rev. 10-2021)
Schedule #: 40172721-4yr.

Attached to and forming a part of the Lease Purchase Agreement dated as of April 1, 2022 ("Lease") by and between the City of Charleston, South Carolina ("Lessee") and TD Equipment Finance, Inc. ("Lessor"): 

Notwithstanding any language in the lease to the contrary, it is agreed that title to the vehicle(s) will be in the name of the Lessee.

Please note; within 60 days of the acquisition of each vehicle under the Lease between the City of Charleston, South Carolina and TD Equipment Finance, Inc., ALL vehicles must be titled listing TD Equipment Finance, Inc. as first Lienholder.

Lessor recommends Lessee process titling applications electronically with appropriate Department of Motor Vehicle (DMV) to facilitate compliance with the 60-day requirement noted above. If electronic filing is unavailable, and the DMV office is not processing paper titles during the COVID-19 shut down, Lessee shall provide Lessor proper title, showing TD Equipment Finance, Inc., as first lienholder, within 60 days of the DMV resuming business as usual.

Failure to comply will be an Event of Default under the Lease between the parties. Please send us a copy of the title application and lienholder paperwork as soon as it is available.

All other terms and conditions of the Lease remain unchanged and in full force and effect and are hereby ratified.

LESSEE:  
CITY OF CHARLESTON, SOUTH CAROLINA

By:  
Name: Amy K. Wharton  
Title: Chief Financial Officer

LESSOR:  
TD EQUIPMENT FINANCE, INC.

By:  
Name: Alison L. Sauter  
Title: Senior Manager

For SC dealers. Please use SC ELT – 34125651

***PLEASE NOTE***

IF THE NOTICES OF LIEN/TITLES ARE NOT RECEIVED WITHIN THE ALLOTTED 60 DAY TIME FRAME, A FEE IN THE AMOUNT OF $150.00 PER TITLE WILL BE CHARGED BY TD EQUIPMENT FINANCE, INC. TO RECORD THE LIEN ON YOUR BEHALF.
DEALER/VENDOR TITLING INSTRUCTIONS

Dealer Name: TBD
Lessee Name: City of Charleston, SC

Vehicle:

TBD
VIN: TBD

Titling Instructions:

Owner: City of Charleston, SC

1st Lienholder: TD Equipment Finance, Inc.

Send Original Title to: TD Equipment Finance, Inc.
Attn: Loriann Laquita, AIM: NJ5-134-403
12000 Horizon Way, 4th Floor, Mount Laurel, NJ 08054

Please contact Loriann Laquita at 856-685-5259 or email loriann.laquita@td.com if you have any questions regarding the titling of the above-named vehicle(s).

NJ Corp. Code – 866313347080030  
PA ELT – 52230435101  
NY ELT – 67171  
VA ELT – EFI05  
NC ELT – 32267380  
FL ELT – 234248473

AZ ELT - 010381697  
MA ELT – C28701  
LA ELT - ECTN  
GA ELT - 001115109498  
MD ELT - 0734  
SC ELT - 34125651
**South Carolina Department of Motor Vehicles**

**Title Application**

No strikes or erasures or correction fluid is acceptable on this form.

South Carolina and federal law dictate that motor vehicle and driver's license records maintained by the SCDMV may be disclosed in certain situations. For further details on the disclosure of personal information and the types of information disclosed, go to the SCDMV website [www.scdmvonline.com/Privacy](http://www.scdmvonline.com/Privacy).

Applications are accepted at SCDMV branches or can be mailed to: SCDMV P.O. Box 1498 – 10311 Wilson Blvd, Blythewood, SC 29016-0038

Motor Carrier Services applications can be mailed to SCDMV P.O. Box 1498, Blythewood, SC 29016-0027. Visit our website [www.scdmvonline.com](http://www.scdmvonline.com) for a complete list of required documents and fees.

**SECTION A**

☐ EXPEDITE (additional $20.00 fee) Check here to expedite this title. Title can only be expedited in branch office.

<table>
<thead>
<tr>
<th>CHECK ALL THAT APPLY</th>
</tr>
</thead>
<tbody>
<tr>
<td>TITLE</td>
</tr>
</tbody>
</table>

**SECTION B - VEHICLE INFORMATION**

Please print or type in black ink only.

<table>
<thead>
<tr>
<th>VEHICLE IDENTIFICATION NUMBER</th>
<th>MAKE</th>
<th>MODEL</th>
<th>YEAR</th>
<th>BODY STYLE</th>
</tr>
</thead>
</table>

| FUEL TYPE (GAS OR ELECTRIC) | EMPTY WEIGHT | GVW | MOVED - ENGINE CYLINDER 
|----------------------------|--------------|-----|-----------|

**SECTION C - ODOMETER MILEAGE**

(Miles not kilometers)

FEDERAL AND STATE LAW REQUIRE YOU TO STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILING TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

I STATE THAT THE ODOMETER READING (NO 'TENTH') TO THE BEST OF MY KNOWLEDGE THAT IT REFLECTS THE ACTUAL MILEAGE OF THE VEHICLE DESCRIBED ABOVE UNLESS ONE OF THE FOLLOWING STATEMENTS IS CHECKED.

DO NOT CHECK ONE OF THE FOLLOWING UNLESS IT APPLIES.

- ☐ EXEMPT
- ☐ CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THE ODOMETER READING REFLECTS THE AMOUNT OF MILEAGE IN EXCESS OF ITS MECHANICAL LIMITS.
- ☐ CERTIFY THAT THE ODOMETER READING IS NOT THE ACTUAL MILEAGE, WARNING ODOMETER DISCREPANCY.

**SECTION D - OWNER/LESSEE INFORMATION**

Your complete legal name must be used on all title and registration documents.

<table>
<thead>
<tr>
<th>NEW PRIMARY OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)</th>
<th>SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>NEW CO-OWNER/LESSEE COMPLETE LEGAL NAME (LAST, FIRST, MIDDLE)</th>
<th>SHARED OWNERSHIP</th>
<th>SC CUSTOMER NO., DRIVER LICENSE NO., SOC. SEC., OR FEIN</th>
<th>DATE OF BIRTH</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PRIMARY OWNER/LESSEE RESIDENCE STREET ADDRESS (APT. NO. IF APPLICABLE)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>COUNTY</th>
<th>UPDATE ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS (IF DIFFERENT FROM ABOVE)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>COUNTY</th>
<th>UPDATE ADDRESS</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ADDRESS WHERE VEHICLE IS HOUSED (IF DIFFERENT FROM ABOVE)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>COUNTY</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DAYTIME TELEPHONE NUMBER</th>
<th>TEMPORARY ADDRESS (IF APPLICABLE)</th>
<th>EXPIRATION OF TEMPORARY ADDRESS</th>
</tr>
</thead>
</table>

**SECTION E - LEASING COMPANY INFORMATION**

Complete only for a leased vehicle.

<table>
<thead>
<tr>
<th>LEASING COMPANY NAME</th>
<th>PHONE NO.</th>
<th>CONTACT PERSON</th>
<th>CUSTOMER NO.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
<th>COUNTY</th>
</tr>
</thead>
</table>

**SECTION F - LIEN INFORMATION**

If you are a lienholder, are you a SC ELT participant? ☐ Yes ☐ No

<table>
<thead>
<tr>
<th>CUSTOMER NO., OR FEIN</th>
<th>LIENHOLDER NAME (FIRST LIEN)</th>
<th>Write “None” if vehicle is paid in full.</th>
<th>DATE OF LIEN</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CUSTOMER NO., OR FEIN</th>
<th>LIENHOLDER NAME (SECOND LIEN)</th>
<th>DATE OF LIEN</th>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
</table>
**SECTION G – DISCLOSURE**
Required for vehicles 26,000 lbs. or greater and bus common carriers only.

8-3-240 (SOUTH CAROLINA CODE OF LAWS) - THE DEPARTMENT SHALL OBTAIN THE FEDERAL EMPLOYER IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WHEN A VEHICLE IS REGISTERED WITH A GROSS VEHICLE WEIGHT OF MORE THAN 26,000 POUNDS OR A BUS COMMON CARRIER. THE DRIVER PRIVACY PROTECTION ACT OF 1994 (DPPA), 18 USC SECTION 2721-2725 RESTRICT THE DISCLOSURE OF PERSONAL INFORMATION CONTAINED IN OUR RECORDS.

SSN ______________________________ OR FEIN ______________________________

**SECTION H - PC/SALES TAX**
Complete this section if you are entitled to a sales tax exemption and sign in the space provided verifying the exemption.

(VEHICLE PURCHASED FROM INDIVIDUALS AND TITLED IN SOUTH CAROLINA ARE SUBJECT TO PC/SALES TAX UNLESS EXEMPT, THE FEE IS 5% OF THE SALES PRICE UP TO A MAXIMUM OF $50.00. (MOBILE HOMES ARE CALCULATED DIFFERENTLY.)

☐ THE VEHICLE WAS TRANSFERRED FROM:
   ☐ MY PARENT ☐ MY SPOUSE ☐ MY CHILD ☐ MY BROTHER/SISTER ☐ MY GRANDPARENT ☐ MY GRANDCHILD

☐ THE VEHICLE WAS TRANSFERRED TO ME AS:
   ☐ LEGAL HEIR ☐ BENEFICIARY ☐ DISTRIBUTEE

☐ I AM ACTIVE DUTY MILITARY
   ☐ THE VEHICLE WAS A BONAFIDE GIFT

**SECTION I – ADDITIONAL INFORMATION**

<table>
<thead>
<tr>
<th>DATE OF PURCHASE</th>
<th>DATE FIRST OPERATED IN S.C.</th>
<th>ENERGY EFFICIENT MANUFACTURED/MOBILE HOME?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>☐ YES ☐ NO</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NEW OR USED</th>
<th>PRIOR TITLE NUMBER</th>
<th>PRIOR TITLE STATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION J – SELLER INFORMATION**

<table>
<thead>
<tr>
<th>SELLER OR DEALER NAME</th>
<th>SC DEALER/WHOLESALE NUMBER</th>
<th>SC SALE TAX NUMBER</th>
<th>SALES PRICE</th>
<th>TRADE-IN AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION K – INSURANCE CERTIFICATION**

A VEHICLE MUST BE INSURED WITH LIABILITY INSURANCE COVERAGE WHEN IT IS REGISTERED AND IT MUST REMAIN INSURED WHILE REGISTERED. THE UNINSURED MOTORIST FEE MUST BE PAID WHETHER OR NOT IT IS OPERATED. PENALTIES ARE SEVERE FOR VIOLATION OF THIS REQUIREMENT.

I(S) DECLARE THAT THIS VEHICLE IS INSURED BY A LIABILITY INSURANCE POLICY ISSUED THROUGH AN INSURANCE COMPANY LICENSED TO DO BUSINESS IN SOUTH CAROLINA.

NAME OF INSURANCE COMPANY

**SECTION L – DONATE LIFE**

YES, I WISH TO DONATE $5.00, MORE OR LESS, TO DONATE LIFE SC. AMOUNT OF DONATION: $ ______________

**SECTION M – SIGNATURE OF OWNER**

I DECLARE THAT I AM THE OWNER OF THIS VEHICLE. I REQUEST THAT A SOUTH CAROLINA CERTIFICATE OF TITLE AND/OR REGISTRATION BE ISSUED. THE VEHICLE IS SUBJECT TO THE LIENS NAMED AND NO OTHERS IF REGISTERING A COMMERCIAL VEHICLE OVER 10,000 LBS. I CERTIFY THAT I AM IN AID WITH THE FEDERAL MOTOR CARRIER SAFETY REGULATIONS AND/OR FEDERAL HAZARDOUS MATERIALS REGULATIONS UNDER PENALTY OF PERJURY, I CERTIFY ALL INFORMATION PROVIDED IS TRUE AND CURRENT.

OWNER DATE

CO-OWNER DATE

SIGNATURE OF OWNER(S) - MUST BE SIGNED IN INK BY OWNER OR AUTHORIZED AGENT (ATTACH POWER OF ATTORNEY IF APPLICABLE)

FAILURE TO REGISTER WITHIN 45 DAYS OF THE DATE OF PURCHASE OR THE DATE OF OPERATION IN SOUTH CAROLINA WILL RESULT IN PENALTY FEES IN ADDITION TO REGULAR TITLE AND/OR REGISTRATION FEES. THE LATE PENALTY FEE SCHEDULE IS AS FOLLOWS:

<table>
<thead>
<tr>
<th>DAYS LATE</th>
<th>PENALTY FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>46 - 60</td>
<td>$10.00</td>
</tr>
<tr>
<td>61 - 75</td>
<td>$25.00</td>
</tr>
<tr>
<td>76 - 135</td>
<td>$50.00</td>
</tr>
<tr>
<td>OVER 135</td>
<td>$75.00</td>
</tr>
</tbody>
</table>

**THIS SECTION FOR DEALERS ONLY**

THE ABOVE VEHICLE IS FOR:

☐ DEALER USE
☐ RENTAL - IMF WILL NOT BE CHARGED ON RENTAL CAR

**THIS SECTION FOR DMV USE ONLY**

PROCESSED BY AND OFFICE # PLATE NUMBER
INSURANCE AUTHORIZATION

***Please be advised that we are unable to release any funds to you or your vendor(s) unless we have a valid Certificate of Insurance. Please contact your agent and have them forward a Certificate to our office immediately. If you have any questions, please call me at (856) 685-5259.

To Whom It May Concern:
This is to advise you that __________________________________________

SC State Fiscal Accountability Authority, Insurance Reserve Fund, PO Box 11066, Columbia SC 29201, is my authorized agent.

Please contact your agent and ask them to provide a Certificate of Insurance showing the coverage provided, the expiration date, policy number and the equipment covered.

Our insurance requirements are as follows:

I. INSURED:
   TD Equipment Finance, Inc., its successors and assigns ("Lessor")
   12000 Horizon Way, 4th Floor
   Mount Laurel, NJ 08054
   Phone: (856) 685-5259
   Fax: (856) 533-1022

Required:

I. VEHICLES LICENSED FOR USE ON PUBLIC ROADWAYS:
   a. Automobile Liability Insurance
      i. Lessor will not be named Additional Insured (per award) as their interests may appear. $600,000.00 Auto Liability is required.
      i. Lessor must be named as Loss Payee. The insurance is required in an amount equal to your equipment cost of $5,583,453.00 or actual cash value, whichever is the greater.

II. EQUIPMENT:
   a. General Liability Insurance
      i. Lessor will not be named Additional Insured (per award) as their interests may appear. $600,000.00 General Liability is required.
   b. Property / Physical Damage Insurance:
      i. Lessor must be named as Lender's Loss Payee. The insurance is required in an amount equal to your equipment cost of $5,583,453.00 or replacement cost value, whichever is the greater.

III. IF A DEDUCTIBLE OR RETENTION IS APPLICABLE, IT MUST BE INCLUDED ON THE CERTIFICATE.

IV. NOTICE OF CANCELLATION:
   a. 30-Days Notice of Cancellation is required.

V. DESCRIPTION OF EQUIPMENT:
   a. A Description of Equipment Covered must be provided on the Certificate or please reference Lease #40172721 Attach a copy of the Schedule I, if applicable.

By signing below, we signify that we have contacted our insurance agent and will provide the above coverage and evidence of same will be forwarded to you immediately.

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA

By: ________________________________

Name: Amy K. Wharton
Title: Chief Financial Officer
ESCROW AGREEMENT

This Escrow Agreement (this "Escrow Agreement") is made and entered into as of April 1, 2022 by and among TD BANK, N.A., a national banking association organized and existing under the laws of the United States of America ("Escrow Agent"), TD EQUIPMENT FINANCE, INC., a Maine corporation, as lessor ("Lessor"), and CITY OF CHARLESTON, SOUTH CAROLINA a political subdivision of the State of South Carolina as lessee ("Lessee"). Capitalized terms in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease (as defined herein).

RECITALS

1. Pursuant to a Lease Purchase Agreement, dated as of April 1, 2022 (the "Lease"), between Lessor and Lessee, Lessee will lease from Lessor certain personal property described therein (the "Equipment") on the terms and conditions set forth therein.

2. Lessor is required to deposit or cause to be deposited with Escrow Agent the sum of $5,583,453.00 (the "Funding Amount"), for credit to the Escrow Fund established hereunder which Funding Amount will be used to pay all or a portion of the costs of the Equipment.

3. Lessor and Lessee desire to engage Escrow Agent to receive, hold and disburse the Funding Amount as provided herein.

The parties hereto agree as follows:

ARTICLE 1: PURCHASE FUND.

Section 1.01. Escrow Agent shall (i) establish a special escrow fund designated as the Lease #40172721 4-year lease, Escrow Fund" (the "Escrow Fund"), (i) keep the Escrow Fund separate and apart from all other funds and moneys held by it and (i) administer the Escrow Fund as provided in this Escrow Agreement.

Section 1.02. All moneys deposited with Escrow Agent by Lessor pursuant to the Lease shall be credited to the Escrow Fund. Upon receipt of a fully completed Payment Request Form in the form attached hereto as Exhibit A, executed by Lessor and Lessee, together with all supporting documents described therein, Escrow Agent shall disburse the amount requested therein directly to the person(s) or entity(ies) specified therein.

Section 1.03. On April 1, 2024 (as such date may be amended from time to time as directed in writing by Lessor, the "Escrow End Date") Escrow Agent shall pay to Lessor an amount equal to the entire remaining balance on deposit in the Escrow Fund including interest earnings contained therein, if any, less the amount equal to the amount for which Escrow Agent has received a fully and properly completed Payment Request Form which has not been disbursed on or before the Escrow End Date. The amount paid to Lessor, pursuant to this Section, shall be applied in accordance with the Lease.

Section 1.04. Upon receipt of written notice from Lessor that an Event of Default has occurred and is continuing under the Lease, Escrow Agent shall transfer all other moneys held in the Escrow Fund to Lessor.

Section 1.05. Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Escrow Fund, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Escrow Fund to make the payments herein required.
ARTICLE 2: MONEYS IN ESCROW FUND; INVESTMENT.

Section 2.01. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor, other than Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by Escrow Agent therefrom. Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of the security interest granted by Lessee to Lessor under the pursuant to the Lease and shall note, or cause to be noted, on all books and records relating to the Escrow Fund, Lessor's security interest thereon.

Section 2.02. Moneys in the Escrow Fund shall be held invested in the Goldman Sachs Financial Square Government Fund Service Shares or any other fund Escrow Agent customary utilizes in their normal course of business.

ARTICLE 3: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

Section 3.01. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 3.02. Unless Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee and Lessor jointly and severally hereby agree to indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other reasonable expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Escrow Agreement. Escrow Agent shall be vested with a lien on all property deposited hereunder for such indemnification and for its reasonable attorneys' fees, court costs, for any suit, interpleader or otherwise, or any other reasonable expenses, fees or charges of any character or nature, which may be incurred by Escrow Agent by reason of disputes arising among Lessee and Lessor as to the correct interpretation of the Lease or this Escrow Agreement and instructions given to Escrow Agent hereunder, or otherwise, with the right of Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said additional expenses, fees and charges shall be fully paid.

Section 3.03. If Lessee or Lessor are in disagreement about the interpretation of the Lease or this Escrow Agreement, or about the rights and obligations, or the propriety of any action contemplated by Escrow Agent hereunder, Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Escrow Agent shall be indemnified by Lessee for all reasonable costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under this Escrow Agreement until a final judgment in such action is received.

Section 3.04. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence or misconduct.
ARTICLE 4: ESCROW AGENT’S COMPENSATION.

Section 4.01. Lessor hereby agrees to pay Escrow Agent $1,500.00 as annual compensation for the services to be rendered hereunder and will pay and/or reimburse Escrow Agent upon request for all reasonable expenses, disbursements and advances, including reasonable attorneys’ fees, incurred or made by it in connection with carrying out its duties hereunder. Escrow Agent’s fee shall be payable upon execution of this Escrow Agreement.

ARTICLE 5: CHANGE OF ESCROW AGENT.

Section 5.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Escrow Agreement upon agreement of Lessor and Lessee. Upon any such substitution, Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Escrow Agreement and transfer the money in the Escrow Fund.

Section 5.02. Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Lessee and Lessor.

Section 5.03. Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to Escrow Agent under this Escrow Agreement, and to hold title to property or take any other action which may be desirable or necessary.

ARTICLE 6: ADMINISTRATIVE PROVISIONS.

Section 6.01. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of any of them, at any time during regular business hours. Escrow Agent shall provide such records to Escrow Agent and Lessee upon request and shall maintain a copy of such records for six years after the final disbursement from the Escrow Fund.

Section 6.02. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease and to Escrow Agent at 12000 Horizon Way, 4th Floor, Mt. Laurel, NJ 08054, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered form, with postage fully prepaid.

Section 6.03. This Escrow Agreement, together with Exhibits and Attachments hereto, constitutes the entire agreement of the parties relative to the Escrow Fund. This Escrow Agreement shall be construed and governed in accordance with the laws of the State.

Section 6.04. Any provisions of this Escrow Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition and shall not invalidate the remainder of this Escrow Agreement or the Lease.

Section 6.05. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 6.06. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
Section 6.07. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder.

Section 6.08. The terms of this Escrow Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given.

[signatures on following page]
IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the day and year first written above.

**TD EQUIPMENT FINANCE, INC., Lessor**

By: _________________________________  
Name: Alison L. Sauter  
Title: Senior Manager

Address: 12000 Horizon Way, 4th Floor  
Mount Laurel, NJ 08054

Telephone: (856) 685-5227  
Fax: (856) 533-1022

**TD BANK, N.A., Escrow Agent**

By: _________________________________  
Name: Betsy Smith  
Title: Vice President

Address: 12000 Horizon Way, 3rd Floor  
Mount Laurel, NJ 08054

Telephone: (856) 685-5141  
Fax: (856) 685-5267

**CITY OF CHARLESTON, SOUTH CAROLINA, Lessee**

By: _________________________________  
Name: Amy K. Wharton  
Title: Chief Financial Officer

Address: 116 Meeting St.  
Charleston, SC 29401

Telephone: 843-724-3710

[Signature Page to Escrow Agreement]
TO ESCROW AGREEMENT

Lease #: 40172721 (4yr) Escrow Account #: TBD

Form of
Payment Request No. _____

TD Bank, N.A., Escrow Agent under an Escrow Agreement dated as of April 1, 2022 (the “Escrow Agreement”), by and among the said Escrow Agent, TD Equipment Finance, Inc. (“Lessor”), and City of Charleston, South Carolina, as lessee (“Lessee”) is hereby requested to pay, from the Escrow Fund held under said Escrow Agreement, to the persons, firms or corporations designated below as payee, the amount set forth opposite each such name, in payment of the costs of the Equipment (as defined in said Escrow Agreement) designated opposite such payee’s name and account and described on the attached page(s). The Equipment comprises a portion of the Equipment described in Lease (as defined in the Escrow Agreement).

<table>
<thead>
<tr>
<th>Payee/Address</th>
<th>Amount</th>
<th>Invoice No.</th>
<th>Equipment</th>
</tr>
</thead>
</table>

Total: $__________

The undersigned hereby certifies that attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (1) a Vendor’s payment requisition and (2) Lessee’s acceptance certificate relating to the Equipment in the form prescribed by the Lease; provided that if the payment is a progress payment no separate acceptance certificate shall be required.

Dated ___________, _____

Received and Approved:

CITY OF CHARLESTON, SOUTH CAROLINA
TD EQUIPMENT FINANCE, INC.,

By: ___________________________ By: ___________________________
Name: ________________________ Name: ________________________
Title: ________________________ Title: ________________________
MONEY MARKET DISCLOSURE AND AUTHORIZATION

GOLDMAN SACHS FINANCIAL SQUARE GOVERNMENT FUND

SERVICE SHARES

CUSIP# 38141W257  FUND# 467

Client: CITY OF CHARLESTON, SOUTH CAROLINA

Issue: Lease # 40172721

DISCLOSURE

Goldman Sachs Financial Square Government Fund Service Shares (the “Fund”) is an open-end management investment company registered under the Investment Company Act of 1940. The Fund is not sponsored by TD Bank, National Association, or any of its affiliates. The Fund is not endorsed or guaranteed by, and does not constitute obligations of TD Bank, National Association or its affiliates and are not considered insured deposits by the FDIC. The Fund is distributed and advised by Goldman, Sachs & Co., New York, New York. The advisor reimburses TD Bank, National Association for its administrative services rendered to the Fund at a maximum annual rate of 0.58 of 1% of TD Bank’s aggregate average daily net assets in the Fund.

AUTHORIZATION

With respect to the above referenced Issue of the Client, TD Bank, National Association is hereby authorized and directed to invest trust account cash balances pending investment or distribution in Goldman Sachs Financial Square Government Fund Service Shares. We hereby acknowledge the prospectus for the Fund.

CLIENT
CITY OF CHARLESTON, SOUTH CAROLINA

Amy K. Wharton, Chief Financial Officer                  DATE: April 1, 2022
Lease Purchase Agreement

PAYMENT PROCEEDS AUTHORIZATION

Lease Purchase Agreement #: 40172721 (4 year)

Proceeds of funds are to be disbursed as follows:

TD Wealth Management $5,583,453.00

Total $ 5,583,453.00

Acknowledged and Agreed to:

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA
By: _____________________________

Name: Amy K. Wharton
Title: Chief Financial Officer
APPROPRIATION CERTIFICATE

TD Equipment Finance, Inc., Lessor
12000 Horizon Way, 4th Floor
Mount Laurel, NJ 08054

Re: Lease Purchase Agreement, dated as of April 1, 2022 (the "Agreement"), by and between TD Equipment Finance, Inc., as Lessor and City of Charleston, South Carolina, as Lessee

To Whom It May Concern:

The undersigned Lessee hereby certifies that all Rental Payments (in the amount of $720,254.97 due under the Agreement, for the Lessee’s fiscal year ending December 31, 2022 are within the Lessee’s operating budget or budgets for such period, and an appropriation of funds for such year has been made for such purpose and is available therefor.

CITY OF CHARLESTON, SOUTH CAROLINA

By: __________________________________________

Name: Amy K. Wharton

Title: Chief Financial Officer
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton
DEPT. BFRC

SUBJECT: WORKERS COMPENSATION EXCESS INSURANCE
REQUEST: APPROVAL OF THE RENEWAL OF THE CITY'S WORKERS COMPENSATION EXCESS INSURANCE POLICY WITH SAFETY NATIONAL

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 2022

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

- Corporation Counsel: [Yes] [N/A] [Signature of Individual Contacted] [Attachment]

FUNDING: Was funding previously approved? [Yes] [No] [N/A]
If yes, provide the following: Dept./Div: BFRC/Safety: Account #: 181000 51250
Balance in Account: 425,000 Amount needed for this item: $423,090

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________

FISCAL IMPACT:
The term of this policy is from April 1, 2022 to April 1, 2023. The amount needed is budgeted in 2022.

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.
Insurance Proposal
Prepared For
City of Charleston

Excess Workers Compensation

Effective: 4/1/2022 - 4/1/2023
Presented: February 25, 2022

Willis Towers Watson Southeast, Inc.
Concourse Corporate Center Five, 18th Floor
Atlanta, GA 30328
Below is a summary of markets that we approached on your behalf:

<table>
<thead>
<tr>
<th>Carrier</th>
<th>Lines of Business</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess Workers Compensation &amp;</td>
<td>Safety National</td>
<td>Incumbent; quoted SIR's options of $1,000,000 and $1,250,000.</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>Arch</td>
<td>Can't offer more competitive terms; cannot provide aggregate.</td>
</tr>
<tr>
<td></td>
<td>Chubb</td>
<td>Can't offer more competitive terms; cannot provide aggregate.</td>
</tr>
<tr>
<td></td>
<td>Midwest Employers</td>
<td>Cannot compete with Safety's terms or pricing. Require SIR of $1,500,000;</td>
</tr>
<tr>
<td></td>
<td></td>
<td>can apply per person for group transportation exposures. Can only offer $2,000,000 aggregate.</td>
</tr>
<tr>
<td></td>
<td>Travelers</td>
<td>Declined; police and fire exposures are not a good fit.</td>
</tr>
<tr>
<td></td>
<td>Zurich</td>
<td>Declined; would only consider in support of other lines.</td>
</tr>
<tr>
<td></td>
<td>Hartford</td>
<td>Declined; unable to utilize PMA as TPA; would only consider a bundled program.</td>
</tr>
</tbody>
</table>

Financial Summary and Payment Terms

<table>
<thead>
<tr>
<th>Effective Dates</th>
<th>Coverage</th>
<th>Carrier</th>
<th>Deposit Premium</th>
<th>Commission</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/1/2022-2023</td>
<td>Excess Workers Compensation</td>
<td>Safety National</td>
<td>Option 1: $423,090; Option 2: $371,947</td>
<td>0%</td>
<td>Agency Bill; Annual</td>
</tr>
</tbody>
</table>

These quotes are valid until March 31, 2022, after which insurers may withdraw or vary it.

We have included the carrier quotations in the Appendix.

Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please sign the order to bind request form included in this proposal and return or contact me by phone or e-mail.
## Renewal Comparison

<table>
<thead>
<tr>
<th>Term</th>
<th>Expiring</th>
<th>Renewal</th>
<th>Change</th>
<th>Option 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carrier</td>
<td>Safety</td>
<td>Safety</td>
<td>N/A</td>
<td>Safety</td>
</tr>
<tr>
<td>Policy Term</td>
<td>One Year</td>
<td>One Year</td>
<td>N/A</td>
<td>One Year</td>
</tr>
<tr>
<td>Self-Insured Retention</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>0.00%</td>
<td>$1,250,000</td>
</tr>
<tr>
<td>Annual Aggregate Deductible</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Aggregate Excess Limit</td>
<td>$3,000,000</td>
<td>$3,000,000</td>
<td>0.00%</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Loss Limit</td>
<td>$1,000,000</td>
<td>$1,000,000</td>
<td>0.00%</td>
<td>$1,250,000</td>
</tr>
<tr>
<td>Loss Fund Rate</td>
<td>$7.00</td>
<td>$6.30</td>
<td>-3.08%</td>
<td>$6.60</td>
</tr>
<tr>
<td>Estimated Loss Fund</td>
<td>$6,044,145</td>
<td>$5,858,172</td>
<td>-3.08%</td>
<td>$6,137,132</td>
</tr>
<tr>
<td>Minimum Loss Fund</td>
<td>$5,741,938</td>
<td>$5,858,172</td>
<td>2.02%</td>
<td>$6,137,132</td>
</tr>
<tr>
<td>Payroll</td>
<td>$92,986,850</td>
<td>$92,986,850</td>
<td>0.00%</td>
<td>$92,986,850</td>
</tr>
<tr>
<td>Premium Rate</td>
<td>$0.44</td>
<td>$0.455</td>
<td>3.41%</td>
<td>$0.40</td>
</tr>
<tr>
<td>Deposit Premium</td>
<td>$409,142</td>
<td>$423,090</td>
<td>3.41%</td>
<td>$371,947</td>
</tr>
<tr>
<td>Minimum Premium</td>
<td>$388,685</td>
<td>$423,090</td>
<td>8.85%</td>
<td>$371,947</td>
</tr>
<tr>
<td>Savings Over Expiring Option</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>-$51,143</td>
</tr>
<tr>
<td>Commission</td>
<td>0%</td>
<td>0%</td>
<td>0.00%</td>
<td>0%</td>
</tr>
</tbody>
</table>

Information provided is only a brief outline of the policy. Refer to the actual policy terms & conditions for a determination of coverage. © 2022 Willis Towers Watson. All rights reserved. Proprietary and Confidential. For Willis Towers Watson use only.
City of Charleston

Coverage Summary

Excess Workers Compensation

Carrier:    Safety National Casualty Corporation
AM Best Rating    A+ XV
Effective Date:  04/01/2022 at 12:01am standard time
Expiration Date: 04/01/2023 at 12:01am standard time
Audit Basis: Annual - Voluntary
Coverage: Excess coverage for injury to South Carolina Employees, subject to terms, conditions and exclusions of the policy

Limits

Employers Liability Limit by Accident - Each Accident $1,000,000
Employers Liability Limit by Disease - Policy Limit $1,000,000
Employers Liability Limit by Disease - Each Employee $1,000,000
Workers Comp Limit – Each Accident/Each Employee for Disease Statutory

Specific Insurance

Self-Insured Retention: Each Occurrence $1,000,000; option for $1,250,000

Aggregate Excess Insurance

Aggregate Excess Limit $3,000,000

Terms and Conditions Including But Not Limited To

- Broad Form All States Coverage for Employee Travel
- Foreign Voluntary Workers Comp & Employers Liability, Including Endemic Disease
- Incidental Longshoremen's and Harbor Workers Compensation Act Endorsement – State Benefits
- Voluntary Compensation Endorsement – Premium Delineation
- Incidental Maritime Coverage Endorsement
- Contractual Waiver of Subrogation Endorsement
- Definition of Loss Fund
- 90 Days' Notice of Cancellation
- State Amendatory Endorsement(s)
- Terrorism Disclosure Notice
- TPA: PMA
- Inmate Exclusion

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City of Charleston

**Risk Control Services**

Safety National MAP Client Services are included in the quote. These resources consist of both risk control and claim services, including resources such as:

- Safety Essentials Online
- Workers Comp Kit
- Safety Training Source
- Medical Management Program:
  - Catastrophic Claims Consulting
  - Impartial Medical Review
  - Long-Term Claims Evaluation
  - Chronic Pain & Opioid Dependency Programs

**Crisis Protection**

- $50,000 Annual Aggregate benefit for a qualifying Domestic Crisis Event
- 24-hour crisis hotline to preferred and approved Domestic Crisis Event vendors.
- Crisis communication and media management
- Short-term counseling

Domestic Crisis: two or more employee deaths resulting from events such as:

- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident
- Natural Disasters

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City of Charleston

A.M. Best Company Rating Information

A.M. Best is the most widely recognized authority on the evaluation and rating of insurance companies based in part upon their financial strength and policyholders' surplus. The Best's rating for the companies we are including in this proposal is:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Rating</th>
<th>Financial Size</th>
<th>Date of Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety National Casualty Corporation</td>
<td>A+</td>
<td>XV</td>
<td>November 17, 2021</td>
</tr>
</tbody>
</table>

As professional agents/brokers it has long been our established policy to make every effort to deal only with companies having a Best's Rating of A++, A+, A or A-, which are the four highest ratings available, and a minimum of $50 million in Policyholders’ Surplus. It must be noted that neither Willis Towers Watson nor any affiliated company guarantees the financial solvency of any insurance carrier. The following list outlines the A.M. Best Company rating scale and associated descriptions.

Financial Strength Ratings and Size Categories

An A.M. Best's Financial Strength Rating is an opinion of an insurer's ability to meet its obligations to policyholders. A.M. Best assigns each letter rated insurance company a Financial Size Category. This is designed to provide a convenient indicator of the size of a company in terms of its statutory surplus and related accounts.

<table>
<thead>
<tr>
<th>A.M Best Ratings</th>
<th>Financial Size Categories (in millions of US dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A++, A+</td>
<td>Superior C++, C+ Marginal</td>
</tr>
<tr>
<td>A, A-</td>
<td>Excellent C, C- Weak</td>
</tr>
<tr>
<td>B++, B+</td>
<td>Very Good D Poor</td>
</tr>
<tr>
<td>B, B-</td>
<td>Good E Under Regulatory Supervision</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Class I</td>
<td>Up to 1 Class IX 250 to 500</td>
</tr>
<tr>
<td>Class II</td>
<td>1 to 2 Class X 500 to 750</td>
</tr>
<tr>
<td>Class III</td>
<td>2 to 5 Class XI 750 to 1,000</td>
</tr>
<tr>
<td>Class IV</td>
<td>5 to 10 Class XII 1,000 to 1,250</td>
</tr>
<tr>
<td>Class V</td>
<td>10 to 25 Class XIII 1,250 to 1,500</td>
</tr>
<tr>
<td>Class VI</td>
<td>25 to 50 Class XIV 1,500 to 2,000</td>
</tr>
<tr>
<td>Class VII</td>
<td>50 to 100 Class XV Greater than 2,000</td>
</tr>
<tr>
<td>Class VIII</td>
<td>100 to 250</td>
</tr>
</tbody>
</table>

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COMMISSION DISCLOSURE

Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at:

BROKERAGE TERMS, CONDITIONS & DISCLOSURES

An order to bind the coverage presented in this proposal shall be deemed an acceptance and agreement that this proposal is subject to Willis Towers Watson’s Brokerage Terms, Conditions, and Disclosures “Brokerage Terms” that are incorporated as part of this proposal and available at: https://www.willis Towers watson.com/-/media/WTW/Notices/Brokerage-Ter ms-Conditions-Disclosures.pdf. If you would like a hard copy of the Brokerage Terms, please contact any member of your Willis Towers Watson service team. If you have received a hard copy of this proposal, a hard copy of the Brokerage Terms is included for your convenience.
# Client Services

## Client Service Team

<table>
<thead>
<tr>
<th>Team Member</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Julie Ragsdale, Vice President, Client Advocate</td>
<td>▪ Central point of accountability and responsibility for all client service</td>
</tr>
<tr>
<td>Direct: 404-302-3888</td>
<td>▪ Ensures that the client gains relevant access to WTW's resources and expertise</td>
</tr>
<tr>
<td>Mobile: 404-219-3601</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Julie.Ragsdale@willistowerswatson.com">Julie.Ragsdale@willistowerswatson.com</a></td>
<td></td>
</tr>
<tr>
<td>Jacob Tozier, Client Manager</td>
<td>▪ Assists with management and coordination of placement activities</td>
</tr>
<tr>
<td>Direct: 404-302-3884</td>
<td>▪ Point of contact for post-binding and other mid-term activities</td>
</tr>
<tr>
<td>Mobile: 704-806-3093</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Jacob.Tozier@willistowerswatson.com">Jacob.Tozier@willistowerswatson.com</a></td>
<td></td>
</tr>
<tr>
<td>Chrys Rhodes, Vice President, Senior Broker</td>
<td>▪ Leads marketing, placement, and negotiation for all LOB-related lines of coverage</td>
</tr>
<tr>
<td>Direct: 704-927-6005</td>
<td>▪ Specializes in coverage</td>
</tr>
<tr>
<td>Mobile: 704-173-9768</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:Chrys.Rhodes@willistowerswatson.com">Chrys.Rhodes@willistowerswatson.com</a></td>
<td></td>
</tr>
<tr>
<td>Jeffrey Troyer, Claims Advocacy</td>
<td>▪ Advocates for coverage claims</td>
</tr>
<tr>
<td>Direct: 828-381-3038</td>
<td>▪ Manages relationships with the carrier to ensure effective and timely resolution</td>
</tr>
<tr>
<td><a href="mailto:Jeff.Troyer@willistowerswatson.com">Jeff.Troyer@willistowerswatson.com</a></td>
<td></td>
</tr>
</tbody>
</table>
City of Charleston

Willis Towers Watson Certificate Center

The Willis Towers Watson Certificate Service Center is a team of dedicated professionals available to process your certificate and automobile identification requests. Our system makes it possible to easily issue large numbers in a specialized manner to fit your needs. Further, we have the ability to electronically send mid-term certificates and auto ID cards via email/fax to you and/or the cert holder, as well as providing you with instant 24/7 access to certificates and auto ID cards issued via our Certificate Portal website.

Standard Turnaround Times
- Routine Midterm Requests – 4 Hours
- Rush Midterm Requests – 90 Minutes
- Renewals – 2 Business Days
- Please call our phone number below for any work stoppage issues

Cert Central Hours of Operation and Contact:
- 7:00 a.m. to 7:00 p.m. Central Standard Time – Monday thru Friday
- E-mail: certificates@willistowerswatson.com
- Phone: 877 945 7378
- Fax: 888 467 2378

- Web address and unique login credentials provided by your WTW Service Team
  - Certificates on Demand Portal – certs.willistowerswatson.com
  - Intelicerts Portal – www.intelicerts.com
- All certificates and auto id cards issued by the Cert Center are stored and can be accessed 24/7 to be viewed or printed by you as needed
- User-friendly search criteria enables precision searches for specific documents
- Ability to download zip files of large groups of documents
- Submit requests directly to the Cert Center Team at certificates@willistowerswatson.com
City of Charleston

Willis Towers Watson Claims Advocacy Center

Client Reports Directly to the Carrier
- Workers’ Compensation
- Auto - except fatalities, serious injury, complex liability/coverage situations
- General Liability - except fatalities, serious injury, complex liability/coverage situations, construction defect, asbestos
- All claims for policyholders placed through the CBU

Claim Advocate Can and Will Get Involved in Any Claim Where
- Any claim related issue
- Client is experiencing problems with the carrier
- Questions about the handling of a claim or claim process
- Any coverage issue
- Claim status reviews - upon request

Claim Associate Reports the Following Types of Claims

<table>
<thead>
<tr>
<th>Intermediary Involvement</th>
<th>Property/Business Interruption</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Lawsuits</td>
<td>Equipment Breakdown</td>
</tr>
<tr>
<td>Auto – Complex Issues</td>
<td>Inland Marine</td>
</tr>
<tr>
<td>GL – Complex Issues</td>
<td>Builder’s Risk</td>
</tr>
<tr>
<td>GL – Construction Defect / OCIP</td>
<td>Crime / Employee Dishonesty</td>
</tr>
<tr>
<td>Pollution, Asbestos, Mold</td>
<td>Fiduciary</td>
</tr>
<tr>
<td>Umbrella/Excess</td>
<td>Media Liability</td>
</tr>
<tr>
<td>Crisis Management</td>
<td>Cyber Liability</td>
</tr>
<tr>
<td>Directors &amp; Officers</td>
<td>Professional Liability</td>
</tr>
<tr>
<td>Employment Practices Liability</td>
<td>Foreign/International</td>
</tr>
</tbody>
</table>

Claim Advocate Group Contact Information
Nashville, TN CAG
claimcentral@WillisTowersWatson.com
877-725-9678
877-945-3676
Please review this proposal and advise of any changes or questions you may have. To request the binding of coverage, please complete and sign the following or contact me with your binding instructions.

**Effective Dates:** 4/1/2022 – 4/1/2023

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Carrier</th>
<th>SIR Option</th>
<th>Bind</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess Workers Compensation</td>
<td>Safety National</td>
<td>Option 1: $1,000,000 SIR</td>
<td>☐ Yes ☐ No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Option 2: $1,250,000 SIR</td>
<td>☐ Yes ☐ No</td>
</tr>
</tbody>
</table>

---

City of Charleston

__________________________  __________
Signature                  Date

__________________________
Title

__________________________
Printed Name

---

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Appendix

1. BROKERAGE TERMS, CONDITIONS & DISCLOSURES

2. CARRIER QUOTES
Brokerage Terms, Conditions & Disclosures

Your decision to purchase insurance coverages, products, and/or services through a Willis Towers Watson company is subject to the following terms and conditions (the “Brokerage Terms”).

1. General Terms and Conditions

1.1. Fees and Expenses. We will submit invoices for the services provided and expenses incurred. Invoices will be paid within 30 days of receipt. In the event that invoices are not paid within that time, we will be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

Any fees or rates quoted or estimated will be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, we will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.

1.2. Our Responsibilities. We will provide the services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to us. We will assign to the project team, members of our staff with adequate education, training and experience to perform the tasks assigned to them. We will use reasonable endeavors to meet any agreed timetable.

The work product we produce in the course of providing the services (the “Work Product”) will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, we do not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the services. We do not provide legal, accounting or tax advice.

1.3. Your Responsibilities. You will provide us, in a timely manner, with all documentation, information, access to your personnel, access to your premises (if applicable) and cooperation reasonably required to provide the services. Any delay or failure to provide such documentation, information, access to your personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if we are required to perform any additional work as a result, in additional fees being charged. We will rely on the documentation and information provided by you or your representatives and we do not take responsibility for verifying the accuracy or completeness of it. You may rely only upon our final Work Product and not on any drafts or oral statements made by us in the course of performing the services.

You represent that you are in compliance, and will continue to comply, with all laws, rules, regulations or government authority guidance applicable to you. If Willis Towers Watson determines that the services Willis Towers Watson performs for you relate to operations or activities prohibited by or inconsistent with any applicable law, rule, regulation or government authority guidance, it reserves the right to immediately terminate the master services agreement or similar agreement outlining the general terms between the parties (“MSA”) and/or any signed statement of work or similar agreement between us which incorporates these Brokerage Terms by reference or which governs the same services as these Brokerage Terms (“SOW”) in their entirety and/or decline to provide certain services.

1.4. Intellectual Property Rights and Work Product. You will retain ownership of all original data and materials provided to us by you or your representatives, and the intellectual property rights in that data and materials. You will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within your organization. We will retain the intellectual property rights in the Work Product, and the skills, know-how and methodologies used or acquired by us during the course of providing any of the services.

The services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without our prior written consent. You may distribute the Work Product to your affiliates, provided that you ensure that each such affiliate complies with these Terms, Conditions, & Disclosures, as if it were a party to them, and you remain responsible for such compliance.
1.5. Confidentiality and Data Privacy. Each party (the “Recipient”) will protect all confidential information which the other party (the “Discloser”) provides to it (whether orally, in writing or in any other form) ("Confidential Information") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information will not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient will, if permitted by law, notify, and cooperate with the Discloser, at Discloser’s expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

In the course of providing the services, the parties acknowledge that you may provide us with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including your customer or employee information ("Personal Data"). It is further acknowledged that we are a global business and that we may transmit your information, including Personal Data, within our global network of offices to our affiliates and providers of IT outsourcing who will be subject to appropriate data protection standards. You represent that Willis Towers Watson is authorized to receive and possess any such Personal Data and that you have obtained any necessary consents from third parties, including the individual to which such Personal Data relates, that may be required for us to use the Personal Data for the purposes of providing the services. Irrespective of where we receive or hold Personal Data on your behalf, we will take appropriate technical, physical and organizational/administrative measures to protect it against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access. Each party will comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

You agree that we may maintain, process and transfer your Confidential Information and Personal Data in order to perform the services, and for other reasonable ancillary purposes, unless you instruct otherwise. We may retain such information and data as may be required by applicable law, regulation, or our record retention and business continuity policies and procedures.

In addition, you hereby grant us permission to use data we receive from you or your representatives in the course of the services for use in industry benchmarking studies, trend analyses and research. We may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to our other clients and prospects. Any such articles or studies will not disclose your participation or mention the inclusion of your information to any other party. Any findings from these studies that may show individual participant results will be on a blinded basis, and not attribute any finding to a specific participant.

1.6. Nonconforming Services. If the services do not conform to the requirements agreed between the parties, you will notify us promptly and we will re-perform any non-conforming services at no additional charge or, at our option, refund the portion of the fees paid with respect to such non-conforming services. The re-performance of the services or refund of the applicable fees is intended to provide an adequate remedy for any failure on our part to adhere to the requirements agreed between the parties for the performance of services.

1.7. Indirect Damages. In no event shall we or any of our affiliates and our and their respective employees, directors, officers, agents and subcontractors (the "Related Persons") be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.

1.8. Joint Liability. Where we are jointly liable to you with another party, we will to the extent permitted by law only be liable for those losses that correspond directly with our share of responsibility for the losses in question.
1.9. **Third Parties.** For the avoidance of doubt, Sections 1.6 and 1.7 confer rights on the Related Persons which may be enforced by any of them. Otherwise, no person who is not a party to these Brokerage Terms, any MSA, or any SOW shall have the right to enforce any of these Brokerage Terms, MSA terms, or SOW terms. We accept no responsibility for any consequences arising from any third party relying on the Work Product. If we agree to provide the Work Product to a third party, you are responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. You agree to reimburse us for all costs (including reasonable legal fees) that we incur in responding to any requests or demands from third parties, pursuant to legal process or otherwise, for data or information related to the services.

1.10. **Force Majeure.** Neither party will be liable for any delay or non-performance of its obligations caused by an event beyond its control (a “Force Majeure Event”) provided that the party affected gives prompt notice in writing to the other party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Either party may terminate any SOW by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.

1.11. **Miscellaneous.** These Brokerage Terms, together with any MSA or SOW, set out the complete and exclusive statement of agreement and understanding between the parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to your purchase of insurance. To the extent there is a conflict between these Brokerage Terms, and an MSA and/or SOW, the relevant portions of the MSA and/or SOW will control. Any modifications of or amendments to any MSA, SOW, or a change to the services must be in writing and agreed by the parties. Should any provisions of a MSA, SOW, or any of the Brokerage Terms be declared void, illegal or otherwise unenforceable, the remainder will survive unaffected.

Neither party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or delegate any of its rights and obligations to an affiliate. We reserve the right to employ subcontractors to assist in providing services and to pass to them any information and materials they need to perform their work. Where we use affiliates or subcontractors to provide the services, we will remain ultimately responsible for the provision of the services.

Neither party will have any liability in respect of any statement (except in the case of fraud where the liability of each party to the other will be unlimited) made by such party or on its behalf to the other party which is not contained in an applicable MSA, SOW, or these Brokerage Terms and each party acknowledges that it has not entered into any MSA, or SOW or will enter into a MSA or SOW, in reliance on any representation by the other party which is not contained in the MSA, the applicable SOW, or these Brokerage Terms.

We do not tolerate unethical behavior either in our own activities or in those with whom we seek to do business. We will comply with applicable laws, regulations, and rules.

1.12. **Sanctions and Export Control.** Sanctions and export control laws from Canada, the EU, United States, and other government authorities prohibit companies, including Willis Towers Watson, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on your business activity, ownership structure, and the location or nationality of your employees. Please inform us of any insurance or service requirements you have which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. We will comply with all applicable sanctions and export control laws, and we are not responsible for actions taken by third parties based on their own sanctions or export control constraints.

1.13. **Dispute Resolution.** The parties agree to work in good faith to resolve any disputes arising out of or in connection with the services provided under these Brokerage Terms. If a dispute cannot be resolved it will be submitted to non-binding mediation to be conducted by (in the US) Judicial Arbitration and Mediation Services (JAMS) or (in Canada) the National Mediation Rules of the ADR Institute of Canada then in force before either party pursues other remedies hereunder. If the mediation does not resolve the dispute and a party or both parties wish to pursue other remedies, the parties agree that their legal dispute will be resolved without a jury trial and agree not to request or demand a jury trial. To the fullest extent permitted by applicable law, the parties hereby irrevocably waive any right they may have to demand a jury trial.

To the extent the foregoing jury trial waiver is not enforceable under the governing law, except as provided below, any dispute arising out of or in connection with these Brokerage Terms which the parties are unable

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2020-08-12 Brokerage Terms, Conditions & Disclosures (Canada & US)
to resolve between themselves or through mediation as provided above, will be resolved by binding arbitration in the state or province as provided for in Section 1.14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the (in the US) Commercial Arbitration Rules of the American Arbitration Association or (in Canada) the Canadian Arbitration Rules of the ICDR Canada. Under these circumstances, the arbitration proceeding will be the sole and exclusive means for resolving any dispute between the parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either party may seek an injunction or other equitable relief if such action is necessary to avoid irreparable damage or to preserve the status quo. Each party will have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator. Each party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Judgment on the award rendered by the arbitrators will be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding will be confidential.

1.14. Governing Law. Any controversy, dispute or claim of any kind between the parties will be governed by and interpreted in accordance with the laws of the jurisdiction where the Willis Towers Watson office principally responsible for providing the services to you under the particular Statement of Work is located, without regard to any provisions governing conflicts of laws; provided that if such office is located outside of Canada or the US, the governing law will be that of (in the US) the State of New York or (in Canada) the Province of Ontario without regard to (as applicable) New York’s or Ontario’s provisions governing conflicts of laws.


1.15.1. If and to the extent that any portion of Willis Towers Watson’s compensation is to be paid by or on behalf of any employee health or other welfare benefit plan ("Plan"), including commissions derived from Plan assets, then you will secure the approval of the applicable Plan fiduciaries for such portion of our compensation. You, and if applicable, the Plan fiduciaries, and not Willis Towers Watson, will determine whether any payment utilizing, or deriving from, Plan assets is appropriate. Willis Towers Watson will provide details concerning its charges to enable you, and if applicable, the Plan fiduciaries to make such determinations, but any information that Willis Towers Watson provides to you with its invoices or otherwise should not be construed as advice regarding the appropriate use of Plan assets. You, and if applicable, the Plan fiduciaries are encouraged to consult with legal counsel regarding such matters. Unless you tell us otherwise, in providing our services we will assume that the employee welfare benefits you provide to your employees and with respect to which we provide services have been wrapped into a single Plan. To the extent that you or your Plan enter into an Administrative Services Only contract with a Third party Administrator pursuant to which Willis Towers Watson receives a directed fee, you represent that all administrative fees are paid by you out of your general assets and will not be charged to the Plan.

1.15.2. Willis Towers Watson is not being engaged as a fiduciary or to provide investment advice and does not and will not perform or assume any fiduciary or trust responsibilities or liability in connection with the performance of the services. You agree that the services to be performed by Willis Towers Watson under an applicable Statement of Work are ministerial and not fiduciary in nature, that Willis Towers Watson has no discretionary authority or control with respect to the management or administration of your employee benefit plan(s) or any Plan assets, that Willis Towers Watson is not providing any advice with respect to products that may have an investment component, and that Willis Towers Watson’s compensation has not been set at levels intended to compensate it for assuming fiduciary liability. You retain full responsibility for decisions to purchase or not purchase insurance policies, all claims for benefits against the Plan and any other discretionary decisions by the Plan or any fiduciary, trustee, Plan administrator, or Plan committee.

1.15.3. You agree that you are responsible for your own access to and use of employee data, and that all persons whom you direct or request Willis Towers Watson to share employee data with are authorized to receive the employee data.

1.15.4. In the event that you and/or any of the employee benefit plans sponsored by you need to enter into business associate agreements with Willis Towers Watson to satisfy the requirements of the Health Insurance Portability and Accountability Act, the regulations implementing that Act (the "Standards for Privacy of Individually Identifiable Health Information," codified at 45 C.F.R. parts 160 and 184),
or any other similar law, the parties will execute an agreement in compliance with these requirements.

2. Brokerage Terms and Conditions

2.1. The services we provide to you will rely in significant part on the facts, information and direction provided by you or your authorized representatives. In order to make our relationship work, we must each provide the other with accurate and timely facts, information and direction as is reasonably required. You must provide us with complete and accurate information regarding your loss experience, risk exposures, and changes in the analysis or scope of your risk exposures and any other information reasonably requested by us or insurers. It is important that you advise us of any changes in your business operations that may affect our services or your insurance coverages. Therefore, all information which is material to your coverage requirements or which might influence insurers in deciding to accept your business, finalizing the terms to apply and/or the cost of coverage, or deciding to pay a claim, must be disclosed. Failure to make full disclosure of material facts might potentially allow insurers to avoid liability for a particular claim or to void the policy. This duty of disclosure applies equally at renewal or modification of your existing coverage and upon placement of new lines of coverage. You agree that Willis Towers Watson will not be responsible for any consequences arising from any delayed, inaccurate or incomplete information.

2.2. An insurer quote is an offer to provide coverage. Offers can be modified or withdrawn prior to your acceptance through your order to bind coverage. The quote itself is not a legally binding commitment or a confirmation of actual coverage. Should you choose to bind coverage, we will secure a formal commitment, typically in the form of a binder on a form issued or approved by the insurer(s) at issue. The quotes we will provide to you are based upon the information that you have provided to us. If you discover that previously submitted information is inaccurate or incomplete, please advise us immediately so that we can attempt to revalidate terms with insurers.

2.3. At the time of binding, we review the financial soundness of the insurers we recommend to provide your coverages based on publicly available information, including that produced by well-recognized rating agencies. Upon request, we will provide you with our analysis of such insurers. We do not guarantee or warrant the solvency of any insurer or any intermediary that we may use to place your coverage.

2.4. If you have a multi-year policy, it is important that you understand the limitations associated with the coverage options and the possibility that the financial strength of the insurer may change throughout the term of the policy. We recommend that you review the insurer’s ratings for any downgrades during the term of this multi-year policy.

2.5. The final decisions with respect to all matters relating to your insurance coverages, risk management, and loss control needs and activities are yours. We will procure the insurance coverage chosen by you, including the limits you choose, prepare or forward insurance binders, if applicable, and review and transmit policies to you.

2.6. We will review all binders, policies and endorsements to confirm their accuracy and conformity to negotiated specifications and your instructions and advise you of any errors in, or recommended changes to, such documents. You agree that you will also review all such documents and promptly advise us of any questions you have or of any document or provision which you believe may not be in accordance with your instructions as soon as possible, and in no event longer than two weeks, after you receive them. Your coverage is defined by the terms and conditions detailed in your insurance policies and endorsements. Your review of these documents, and any review you may seek from outside legal counsel or insurance consultants, is expected and essential.

2.7. We will inform you of the reporting requirements for claims, including where claims should be reported and the method of reporting to be used, if applicable. Please carefully review any claims-reporting instructions or information we provide. Failure to timely and properly report a claim may jeopardize coverage for the claim. In addition, you should retain copies of all insurance policies and coverage documents as well as claims-reporting instructions after termination of the policies because in some cases you may need to report claims after termination of a policy.

2.8. Our compensation may be revised if you request a change in the coverages and/or services we provide under the SOW or these Brokerage Terms and we enter into a written agreement documenting any change in coverages, services and compensation. If we are compensated by commissions paid by insurers, we will
be entitled to retain the commissions for new coverages, revised coverages, or other material change in coverages.

2.9. If your insurance risks are in more than one jurisdiction, we, where required, will work with you and insurers to determine the allocation of premium between applicable jurisdictions, and the amount of insurance premium tax payable in each jurisdiction. In providing such services, Willis Towers Watson is acting in its capacity as an insurance broker, not as your tax advisor. You should seek your own advice in relation to such tax laws where you consider it necessary. We will not be liable to you should the apportionment of premium or amount of tax payable under the policy be challenged by any tax authority. In addition, we will not be liable to you should the insurers fail, or refuse, to collect and pay such insurance premium tax to the relevant authorities.

2.10. You will provide immediately available funds to pay premiums by the dates specified in the insurance policies, invoices, or other payment documents. Failure to pay premium on time may prevent coverage from incepting or result in cancellation of coverage by the insurer. You agree that we are not responsible for any consequences arising from any delay or failure by you to pay the amount due by the indicated date.

2.11. You may use a premium finance company, property appraiser, structured settlement firm or other similar service provider in connection with the insurance coverages we place for you. Premium finance options are not always available, but where they are, Willis Towers Watson currently works with industry leading finance providers for this service. Where permitted by law, we receive a fee for the services we provide those companies. These services include, but are not limited to, processing the premium finance applications and marketing and sales support they do not have. If you would like more information about the fee we receive, please let us know.

2.12. We will handle any premiums you pay through us and any funds which we receive from insurers or intermediaries for payment or return to you in accordance with applicable province/territory, state and federal insurance laws and regulations and province/territory and state unclaimed property laws. We may transfer your funds directly to insurers or to third parties such as wholesale brokers, excess and surplus lines brokers, or managing general agents to carry out transactions for you.

2.13. Where we collect funds from you, you agree that we may receive and retain interest on such funds from the date we receive the funds until we pay them to the insurers, intermediaries, or other third parties in the course of providing services, or until we return them to you after we receive such funds.

2.14. Unless otherwise provided in writing, you agree that we may use your company name and logo in marketing materials and for internal Willis Towers Watson use.

2.15. Unless otherwise agreed in writing, in the event of termination, we will be entitled to receive and retain any commissions payable under the terms of our commission agreements with the insurers in relation to policies placed by us, whether or not the commissions have been received by us.

2.16. Our obligation to render services to you ceases on: (a) the effective date of termination of the SOW, or (b) if you have not entered into a SOW, the earlier of: (i) 60 days prior written notice by either party terminating the services, or (ii) with respect to any coverage subject to these Brokerage Terms, the effective date of a change in your broker of record for that coverage (the “Termination Date”). Nevertheless, we will take reasonable steps to assist in the orderly transition of matters to you or to a new insurance broker. Claims and premium or other adjustments may arise after the Termination Date, and we have no responsibility to handle these things after our relationship ends. Such items are normally handled by the insurance broker serving you at the time the claim or adjustment arises. However, we will consider providing such services after the Termination Date for mutually agreed additional compensation. Nevertheless, we will process all remaining deposit premium installments on the policy(ies) in effect on the Termination Date.

2.17. The insurance market is complex, and there could be other relationships which are not described in this document which might create conflicts of interest. If a conflict arises for which there is no practicable way of complying with this commitment, we will promptly inform you and withdraw from the engagement, unless you wish us to continue to provide the services and provide your written consent. Please let us know in writing if you have concerns or we will assume that you understand and consent to our providing our services pursuant to these Brokerage Terms.

3. Brokerage Disclosures
3.1. If a Willis Towers Watson affiliate or office located outside of Canada or the United States serves as an intermediary in the placement of your coverages, it will also earn and retain compensation for providing those services, which compensation may not be included in the fee.

3.2. To the extent Willis Towers Watson is compensated by commissions paid to us by insurers, they will be earned for the entire policy period at the time we place policies for you. We will be paid the commission percentage stated for the placement of your insurance as indicated, and will receive the same commission percentage for all subsequent renewals of this policy unless a different commission percentage is disclosed to you, or unless the insurer changes its commission rates, in which case the new commission rate will be disclosed to you before placement of the policy.

3.3. The compensation that will be paid to Willis Towers Watson will vary based on the insurance contract it sells. Depending on the insurer and insurance contract you select, compensation may be paid by the insurer selling the insurance contract or by another third party. Such compensation may be contingent and may vary depending on a number of factors, including the insurance contract and insurer you select. In some cases, other factors such as the volume of business Willis Towers Watson provides to the insurer or the profitability of insurance contracts Willis Towers Watson provides to the insurer also may affect compensation. Willis Towers Watson may accept this compensation in locations where it is legally permissible, and meets standards and controls to address conflicts of interest. Whether or how much insurers may pay in such compensation does not play any role in Willis Towers Watson's placement recommendations on behalf of its clients. If you prefer that we not accept this compensation related to your policy, please notify us in writing and we will request that your insurer(s) exclude your business from their payment calculations.

3.4. Upon request, Willis Towers Watson will provide you with additional information about the compensation Willis Towers Watson expects to receive based in whole or in part on your purchase of insurance, and (if applicable) the compensation expected to be received based in whole or in part on any alternative quotes presented to you.

3.5. Willis Towers Watson may place your insurance or other business with members of a panel of insurers or other vendors. Willis Towers Watson develops panels of insurers and vendors in certain market segments. Participating insurers and vendors are reviewed on a variety of factors. Commission or fee rates on panel placements may be higher than rates paid on business placed outside of the panel process. Willis Towers Watson discloses its commission rates to clients on quotes obtained through the panel process prior to binding the coverage. In some instances, insurers or vendors pay an administration or management fee to participate in the panel process or for additional reporting. In some instances, Willis Towers Watson may earn a referral fee for referring your business to certain vendors.

3.6. In some cases the use of a wholesale broker may be beneficial to you. We will not directly or indirectly place or renew your insurance business through a wholesale broker unless we first disclose to you in writing any compensation we or our corporate parents, subsidiaries or affiliates will receive as a result.

3.7. If wholesalers, underwriting managers or managing general agents have a role in providing insurance products and services to you, they will also earn and retain compensation for their role in providing those products and services. If any such parties are corporate parents, subsidiaries or affiliates of ours, any compensation we or our corporate parents, subsidiaries or affiliates will receive will be included in the total compensation we disclose to you. If such parties are not affiliated with us, and if you desire more information regarding the compensation those parties will receive, please contact us and we will assist you in obtaining this information.

3.8. Commission schedules and other compensation arrangements related to our services on your behalf may change over time and may not always be congruent with your specific policy period. Willis Towers Watson will provide you with accurate information to the best of our knowledge when information is presented to you, but it is possible that compensation arrangements may change over time. We will update you on any changes to our compensation prior to your renewal, and will do so at any time upon your request.

3.9. As an insurance intermediary, we normally act for you. However, we or our corporate parents, subsidiaries or affiliates may also provide services to insurers for which we may earn compensation. These services may include, for example, (a) acting as a managing general agent, program manager or in other similar capacities which give us binding authority enabling us to accept business on their behalf and immediately provide coverage for a risk; (b) arranging lineslips or similar facilities which enable an insurer to bind
business for itself and other insurers; (c) managing lineslips for insurers; or (d) providing third party administration and other services to insurers. Contracts with these insurers may grant us certain rights or create certain obligations regarding the marketing of insurance products provided by the insurers. We may place your insurance business under such a managing general agent's agreement, binding authority, lineslip or similar facility when we reasonably consider that these match your insurance requirements/instructions. When we intend to do so, we will inform you and disclose that we will receive compensation related to these services. In addition, these services may include providing services to insurers as a client. For example, we or they may provide consulting, brokerage, outsourced administration, or reinsurance services to insurer clients. In such cases, we or they will be compensated separately for the services provided to those insurer clients. Some of these insurer clients may happen to be insurers with whom we place your insurance coverages. The services provided to you and the services provided to our insurer clients are separate and any compensation earned for the services provided to insurer clients are separate from and in addition to the compensation we earn for the services we provide you under these Brokerage Terms.

3.10. We are members of a major international group of companies. In addition to the commissions received by us from insurers for placement of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties (some of which may be owned in whole or in part by our corporate parents or affiliates), may earn and retain usual and customary commissions for their role in providing insurance products or services to you under their separate contracts with insurers or reinsurers.

3.11. To comply with applicable anti-money laundering regulations there are times when we may ask clients to confirm (or reconfirm) their identity. We may need to do this at the time you become a client or have been one for some time or for example, when checking details on proposal forms and transferring claims payments. This information may be shared with other subsidiaries of Willis Towers Watson PLC and where we deem necessary with regulatory or law enforcement bodies. Please note that we are prohibited from disclosing to you any report we may make based on knowledge or suspicion of money laundering, including the fact that such a report has been made.

We have systems that protect our clients and ourselves against fraud and other crime and we may utilize the services of third parties in order to identify and verify clients. Client information can be used to prevent crime and trace those responsible. We may check your details against financial crime databanks. If false or inaccurate information is provided, we may be obliged to pass such details to relevant regulatory agencies that may use this information.

4. Disclosures Applicable Only to Property and Casualty Placements (Not applicable to Health and Benefits Placements)

4.1. Willis Towers Watson negotiates commission rates with certain insurers on a corporate level. If the rate on your placement is lower than the negotiated rate, Willis Towers Watson will collect the difference directly from the insurer. These payments will not increase the cost of your insurance or otherwise impact your premium or rates. Details of these arrangements where there is compensation beyond the base compensation detailed in your Quote Proposal can be found at: http://www.willis.com/About_Willis/The_Willis_Way/Commission_Rates.

4.2. A separate business unit, FINMAR Market Services, provides a wide range of services direct to certain insurers that write business for FINEX Global clients. A separate fee is paid to FINMAR Market Services by insurers for the delivery of these services to them. This fee is calculated within a range of 2.75% and 7.5% (plus VAT, if applicable) of the overall premiums placed depending on the scale of services provided. Unless otherwise stated, premiums paid by the clients of FINEX Global will not be increased as a result of these arrangements.

4.3. If a surplus lines insurer (sometimes referred to as an excess lines insurer, non-admitted insurer, or non-licensed insurer) was used to quote your coverage, its premium rates, coverage terms and policy forms are not regulated by your home state, province or territory, as applicable, and you will be required to pay an additional surplus lines premium tax which is on top of the premium. Also, in the event of the insurer’s insolvency you will not be indemnified by any government guaranty fund for unpaid claims.
4.4. In addition to any other terms governing the use of your information as provided herein or in any other MSA, SOW, or other agreement, you agree that we may use your information and, if applicable, receive remuneration for such use, as described below. We may:

4.4.1. aggregate and anonymise your information and may disclose to third parties certain anonymized or industry-wide statistics or other information which may include information relating to you, but that we will not, without your consent, reveal any information specific to you other than on an aggregated and anonymized basis and as part of an industry or sector-wide comparison;

4.4.2. use your information to engage certain insurers in periodic discussions to gauge insurers’ capabilities and interest in potentially quoting your business at a future date. Such discussions could be specific to your account or part of a discussion about a portfolio of accounts and typically increase the effectiveness and efficiency of our future marketing efforts on your behalf when you desire alternative bids;

4.4.3. share information concerning your insurance arrangement with insurers or their agents where this is necessary to enable insurers to decide whether to participate in insuring your risk or to participate in any arrangement made by Willis Towers Watson whereby participating insurers agree to insure (wholly or partly) a portfolio of risks without necessarily making underwriting decisions on a case by case basis for individual risks within such portfolio;

4.4.4. use any information you provide, without further notice to you, for the purpose of: (1) prospecting facultative reinsurance business from prospective insurer clients; (2) placing facultative reinsurance on behalf of our insurer clients; (3) marketing facultative reinsurance with prospective reinsurers on behalf of our insurer clients.

5. Language

5.1. It is the express wish of the parties that these Brokerage Terms and any related documents be drawn up in and executed in English. Les parties souhaitent expressément que cette entente et tous les documents s’y rapportant soient rédigés et signés en anglais.

6. Inquiries and Complaints

6.1. Your satisfaction is important to us. If you have questions or complaints, please inform the person who handles your business or contact the head of our office. Alternatively, you may call toll free 1-866-704-5115.
EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Name of Risk: CITY OF CHARLESTON, SC
Account: GC11174 Previous Policy Number: AGC4064565
Specific & Aggregate Excess

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<td>Rate $100 Payroll $ 0.455</td>
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<tr>
<td>Deposit Premium</td>
<td>$423,090</td>
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<td>Minimum Premium</td>
<td>$423,090</td>
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<tr>
<td>Commission</td>
<td>Net 0.00%</td>
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<tr>
<td>Pay Plan</td>
<td>ANNUAL PAYMENT</td>
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<tr>
<td>Audit Type</td>
<td>Voluntary</td>
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*Quote expires 1 day after Payroll Reporting Period effective date for each Quote Option.
EXCESS WORKERS' COMPENSATION INSURANCE QUOTATION

Endorsements:

General Endorsements applicable to all quote options:
0227 00 1291 (XWC) INMATE EXCLUSION
0241 02 0196 (XWC) INCIDENTAL LONGSHOREMEN'S AND HARBOR WORKERS' COMPENSATION ACT COVERAGE ENDORSEMENT - STATE BENEFITS
0255 00 0313 (XWC) DEFINITION OF LOSS FUND
0279 02 0408 (XWC) BROAD FORM ALL STATES FOR EMPLOYEE TRAVEL
0291 00 0708 (XWC) VOLUNTARY COMPENSATION ENDORSEMENT-PREMIUM DELINEATION
0322 00 1291 (XWC) 90-DAYS NOTICE OF CANCELLATION
0429 01 0307 (XWC) FOREIGN VOLUNTARY WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY - INCLUDING ENDEMIC DISEASE
1037 00 0908 (XWC) CONTRACTUAL WAIVER OF SUBROGATION ENDORSEMENT
1103 00 0704 (XWC) INCIDENTAL MARITIME COVERAGE ENDORSEMENT
SOUTH CAROLINA MANDATORY ENDORSEMENT(S), IF APPLICABLE
6000 00 0121 (XWC) TERRORISM RISK INSURANCE PROGRAM
REAUTHORIZATION ACT ENDORSEMENT

Contingencies:
The quote is subject to the following:
1. Commission shall be fully earned by the Broker of Record at the inception of the Payroll Reporting Period as identified on the bound Excess Workers Compensation Insurance Quotation.

2. The Excess Workers Compensation program quoted is contingent upon also binding any other lines quoted with Safety National. Safety National may consider providing revised or additional quote options for individual lines of coverage subject to further underwriting review and approval.

3. This Agreement will include coverage for Workers' Compensation loss caused by acts of terrorism as defined in the Agreement. Coverage for such losses will still be subject to all terms, definitions, exclusions, and conditions in the Agreement, & any applicable federal and/or state laws, rules, or regulations. Be advised that, under the Terrorism Risk Insurance Act of 2002 as amended, extended, and/or re-authorized (the Act), terrorism losses would be partially reimbursed by the U.S. Government under a formula established by the Act. Under this formula, the U.S. Government would generally reimburse 80% of covered terrorism losses exceeding a deductible paid by us. The Act contains $100 billion cap that limits the reimbursement from the U.S. Government as well as from all insurers. If aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced. The portion of the EMPLOYER's annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Comments:
1. Included in our quote: MAP Client Services. These resources consist of both risk control and claim services, including resources like Safety Essentials Online, Workers' Comp Kit, and Safety Training Source. Medical Management Program. These services help facilitate complicated claims towards the best-possible outcome. Available services include Catastrophic Claims Consulting, Impartial Medical Review, Long-Term Claims Evaluation, and Chronic Pain & Opioid Dependency Programs.

2. Endorsements mandated by the coverage state(s) will automatically be added to your policy regardless of whether they are shown in the above schedule. In addition, a change in an endorsement form number may occur as a result of state filing requirements/updates arising subsequent to this quote.
Your Service Team

Safety National is committed to providing industry leading services to our policyholders. The Service Team is the keystone to that promise. This highly experienced team is identified now and established early in the policy term so there is a seamless transition and efficient delivery of service for your client’s needs. The Service Team consists of a one point contact in underwriting, claims, risk control, policy services, audit, legal, and finance.

We welcome the opportunity for you to experience our commitment to your success by contacting any member of our team with your questions or requests.

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vanessa Annunziata</td>
<td>(314) 692-1378</td>
<td><a href="mailto:vanessa.annunziata@safetynational.com">vanessa.annunziata@safetynational.com</a></td>
</tr>
<tr>
<td>Director - Underwriting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Debra Miller</td>
<td>(314) 810-5613</td>
<td><a href="mailto:debra.miller@safetynational.com">debra.miller@safetynational.com</a></td>
</tr>
<tr>
<td>Coordinator - Underwriting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stand Alone Operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ariel Jenkins</td>
<td>(314) 692-1385</td>
<td><a href="mailto:ariel.jenkins@safetynational.com">ariel.jenkins@safetynational.com</a></td>
</tr>
<tr>
<td>MAP Client Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mike Harris</td>
<td>(314) 692-9516</td>
<td><a href="mailto:michael.harris@safetynational.com">michael.harris@safetynational.com</a></td>
</tr>
<tr>
<td>VP Claims</td>
<td></td>
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</tr>
<tr>
<td>Tammy Rainwater</td>
<td>(314) 810-5576</td>
<td><a href="mailto:tammy.rainwater@safetynational.com">tammy.rainwater@safetynational.com</a></td>
</tr>
<tr>
<td>Premium Audit</td>
<td></td>
<td></td>
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</tbody>
</table>
Safety National Crisis Protection® is a crisis management and extraction benefit provided exclusively for Safety National’s excess, large deductible and select guaranteed cost workers’ compensation customers. If your business undergoes a qualifying "Domestic Crisis Event" that directly involves your business and involves the death of two or more of your employees, Safety National® will either pay one of our approved vendors to assist with crisis management or reimburse you directly for the approved costs incurred with a vendor of your choice. If you experience a qualifying "International Extraction Crisis Event" that requires international employee extraction, we will reimburse you directly for the approved costs.

How Does It Work?
If a qualifying “Domestic Crisis Event” or “International Extraction Crisis Event” occurs, Safety National Crisis Protection will help you minimize post crisis risk to the organization, its stakeholders and employees directly involved in the event (including immediate family of the involved employee). The annual aggregate limit for these complimentary benefits, or any combination of the two, is $50,000. These benefits are accessible when you need them and are provided by Safety National free of charge.

“Domestic Crisis Events” Include:

Multiple employee deaths (two or more) resulting from the following man-made events:
- Explosion
- Arson
- Bombing
- Workplace Violence
- Structural Fire
- Vehicular Accident

Multiple employee deaths (two or more) resulting from the following natural disasters:
- Tornado
- Explosion
- Wildfire
- Structural Fire
- Earthquake and Any Resulting Tsunami
- Hurricane
- Flood

“International Extraction Crisis Events” Include:

Employee extraction necessitated by the following:

MAN-MADE EVENTS:
- Explosion
- Arson
- Bombing
- Riot
- Government Collapse & Political Unrest

NATURAL DISASTERS:
- Tornado
- Explosion
- Wildfire
- Earthquake and Any Resulting Tsunami
- Cyclone/Typhoon/Hurricane
- Flood

Benefits:
- Provided at no cost to policyholders, with a $50,000 annual, aggregate benefit limit for a qualifying “Domestic Crisis Event,” a qualifying “International Extraction Crisis Event” or any combination of the two.
- A 24-hour crisis hotline to preferred and approved “Domestic Crisis Event” vendors.
- Benefit extends to immediate family of an employee that is directly involved in the “Domestic Crisis Event.”
- The benefit can be used for qualified “Domestic Crisis Events” to help with:
  » Crisis Management
  » Crisis Response
  » Public Relations
  » Emergency Psychological Treatment
- Includes crisis communication and media management.
- Short-term counseling and referral for directly involved employees and their immediate family.

LEARN MORE
For more information about Safety National Crisis Protection, please visit safetynational.com/crisis-protection-WC. If you have additional questions about this free benefit, please contact us at crisisprotection@safetynational.com.
**Why Safety National?**

- Leading specialty insurance carrier, offering a variety of risk solutions for large commercial and public entity clients.
- Long-time presence in the market, providing uninterrupted service to thousands of customers nationwide for over 75 years.
- Relationship-focused approach to customer service, listening closely to customer needs and designing flexible programs and placements to address them.
- Unique claims and medical management proficiency, managing complex claims efficiently and effectively.

**Financial Strength**

- Statutory surplus: $3.1 billion (11.9% increase over 9/20)
- GAAP Stockholders' equity: $4.9 billion (11% increase over 9/20) and $13.8 billion in assets
- A.M. Best Rating A++ (Superior), Financial Size Category XV
- Standard & Poor's Rating A+
- A member of the Tokio Marine Group, with approximately $240 billion in total assets. The Group's main operating subsidiary, Tokio Marine & Nichido Fire (TMNF), maintains an A.M. Best rating of A++ (Superior), Financial Size Category XV. *as of 9/21*

**Solutions**

<table>
<thead>
<tr>
<th>Workers' Compensation:</th>
<th>Commercial Auto</th>
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</thead>
<tbody>
<tr>
<td>Excess</td>
<td>Commercial General Liability</td>
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<tr>
<td>Large Deductible</td>
<td>Cyber Risk</td>
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<tr>
<td>Large Guaranteed Cost</td>
<td>Reinsurance</td>
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<tr>
<td>Defense Base Act</td>
<td>Loss Portfolio Transfers</td>
</tr>
<tr>
<td>TEXcess</td>
<td>Captives</td>
</tr>
<tr>
<td>Public Entity Liability:</td>
<td>Self-Insurance Bonds</td>
</tr>
<tr>
<td>Law Enforcement Liability</td>
<td></td>
</tr>
<tr>
<td>Public Officials Liability</td>
<td></td>
</tr>
<tr>
<td>Educators Legal Liability</td>
<td></td>
</tr>
</tbody>
</table>

**Services**

- **Medical Management Resources**: Supplemental programs designed to help manage complicated claims towards best possible outcomes.
- **MAP Client Services**: A full suite of online resources designed to help build or enhance safety and compliance programs.
- **Risk Control Services**: A vetted network of highly-qualified consultants available to assist with on-site safety and risk control projects.

12/2021

(888) 995-5300 · info@safetynational.com · safetynational.com
A member of the Tokio Marine Group
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton
DEPT. BFRC
SUBJECT: ENTERPRISE RESOURCE PLANNING (ERP) ADVISORY SERVICES
REQUEST: APPROVAL OF AGREEMENT WITH GFOA TO ASSIST THE CITY OF CHARLESTON IN SELECTION OF A NEW ERP SYSTEM

COMMITTEE OF COUNCIL: Ways & Means
DATE: March 8, 2022

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

<table>
<thead>
<tr>
<th>Corporation Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>CFO</td>
<td></td>
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<td></td>
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</table>

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

If yes, provide the following:
Dept./Div BFRC Account #: 161000-52206
Balance in Account
Amount needed for this item $229,500

NEED: Identify any critical time constraint(s).

CFO’s Signature: [Signature]

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:  BFRC

PRODUCT:  Advisory Services

REQUISITION NUMBER:

VENDOR:  GFOA

DATE:  March 8, 2022

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

The Government Finance Officers Association (GFOA) would assist the City of Charleston in migrating to a new ERP system. Services provided would include two phases. Phase 1 would include mapping the project management, provide process analysis and needs assessments and then develop a plan of action. Phase 2 would include the RFP development, guidance on system and vendor selection and contract negotiations.

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

There are many consulting firms that provide this type of service; however, the GFOA is a unique organization. The GFOA is a non-profit premier professional association dedicated to promoting professional management of state and local government. Its membership consists of over 21,000 finance and management professionals in cities, counties, school districts and state governments across the United States and Canada. Based upon demand from its members for independent and objective analytical services in the technology area, the GFOA has developed a practice focused on the procurement of integrated enterprise systems. The project team has significant experience in developing business requirements and evaluating enterprise systems for some of the largest (e.g., Chicago, IL; Cook County, IL; and Los Angeles County, CA) and the smallest public sector organizations in the country. The GFOA recently contracted with the Town of Mt. Pleasant, SC and Charleston Water Systems through this process with excellent results. We feel that there is no better organization to offer this service for a public sector.

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 GFOA assisted the City of Charleston with the RFP development for the procurement of an enterprise system in 2000. The GFOA’s unique and specific experience with governmental entities, their “hands-on” approach and research experience will help expedite the development of an RFP that will be issued in summer of 2022. The process and methodologies used by the GFOA in the development of the RFP will help met the City’s objectives.
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.

Our current software is extremely outdated. We had planned to begin this process in 2020 but were delayed starting due to the COVID-19 pandemic. The GFOA will help expedite this process.

SIGNATURE  Amy Wharton  TITLE  CFO
Master Services Agreement

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of __________, 20__ ("Effective Date") by and between City of Charleston, South Carolina, a municipal corporation with its principal place of business at 116 Meeting Street, Charleston, South Carolina 29401 ("Government"), and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 ("GFOA" or "Consultant"). Government and GFOA are collectively referred to herein as the "parties" and each individually as a "party".

Recitals

WHEREAS, Government desires to contract with GFOA to provide Services, as defined herein, based on the terms and conditions as set forth in this Agreement; and GFOA agrees to provide such Services, as defined herein, to Government, based on the terms and conditions as set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are incorporated in this Agreement by reference and made a part hereof.

2. Consulting Services.

a. Statements of Work. GFOA shall, in accordance with the terms of this Agreement, perform the services and provide the Deliverables (as defined below) described herein, and shall invoice Government for services rendered according to the schedule outlined in, any "Statement of Work" (also referred to herein as an "SOW") executed by the parties in writing from time to time that references and incorporates the terms of this Agreement (all services that GFOA performs, or is obligated to perform, under this Agreement and any SOW are collectively referred to as the "Services"). Each SOW shall include a detailed description of the deliverables and other materials to be developed or created by GFOA for the benefit of Government (collectively, the "Deliverables"). All SOWs shall be incorporated in this Agreement immediately upon execution by both parties and shall be deemed as accepted under the terms of this Agreement as of the Effective Date. If Government and GFOA commence work prior to signing a SOW, the parties agree that the completed SOW is incorporated in this Agreement, shall be deemed as accepted under the terms of this Agreement as of the Effective Date, and shall apply to the Services provided prior to signing the SOW. The initial SOW between the parties is attached hereto as Exhibit A and incorporated herein by reference.

b. Change Orders. Government may, from time to time, request in writing changes to a SOW. Upon Government's written request to modify the SOW, GFOA will submit a written proposal stating whether it believes it can make the changes and, if so, the estimated cost and schedule for delivery. If Government authorizes such written proposal, the parties shall reasonably describe the change and outline the modified terms to the applicable SOW in a written change order signed by an authorized representative of each of the parties (a "Change Order"). Any Change Order shall be incorporated by reference and attached as an appendix to the applicable SOW.
c. \textbf{Contacts.}

i. GFOA shall assign an engagement manager ("GFOA Engagement Manager") to serve as Government's primary contact with respect to the Services. The GFOA Engagement Manager will be responsible for overseeing the Services and addressing any issues or concerns raised by Government with respect to this Agreement or the Services. GFOA's initial GFOA Engagement Manager is Mike Mucha, GFOA Director, Research and Consulting.

ii. Government shall appoint an appropriate employee with authority to make decisions with respect to this Agreement and the Services to serve as GFOA's primary point of contact with respect to this Agreement and the Services ("Contract Administrator"). Government's initial Contract Administrator is Amy Wharton, CFO.

d. \textbf{Standard of Work.} GFOA shall verify that each GFOA employee or contractor assigned to perform the Services is competent and qualified to provide such Services. The performance of the Services pursuant to the terms of this Agreement shall conform to commercially acceptable professional standards in the field of public finance. GFOA shall use commercially reasonable efforts to formulate opinions and create information upon which the Government may reasonably rely. The substance of such opinions and information, however, is not guaranteed by GFOA to be free from omission or errors except insofar as such errors or omissions occur as a result of gross negligence or willful misconduct by GFOA.

e. \textbf{Order of Precedence – Services.} In the event there is a conflict between this Agreement and a SOW, the applicable SOW will control if it specifically refers to the conflicting provision in this Agreement. In the event there is a conflict between a Change Order and this Agreement or a SOW, the Change Order will control if it specifically refers to the conflicting provision in this Agreement or the SOW, as applicable.

3. \textbf{Proprietary Materials.}

a. \textbf{Work Product.} As used in this Agreement, "Work Product" means all Deliverables developed, produced, or created by GFOA (including its employees and contractors) for Government as part of the Services and pursuant to this Agreement and any SOW including, without limitation, all reports, presentations and related materials; provided, however, Work Product does not include any GFOA Materials included or incorporated in the Deliverables.

All Work Product (excluding any GFOA Materials included or incorporated therein), upon payment of all undisputed corresponding amounts due to GFOA hereunder, shall belong solely and exclusively to Government, and Government shall have exclusive title and ownership rights, including all intellectual property rights, in and to such Work Product. To the extent that exclusive title or ownership rights may not originally vest in Government as contemplated herein, GFOA hereby assigns to Government all right, title and interest, including all intellectual property and ownership rights, in such Work Product. To the extent permitted under the U.S. Copyright Act (17 USC §101 et seq., and any successor statute thereto), the Work Product will constitute "works made for hire," and the ownership of such Work Product will vest in Government at the time they are created. In any event, GFOA agrees to assign and transfer to Government, without separate compensation, all right, title and interest that GFOA may now or hereafter have in or to the Work Product, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights therein. To the maximum extent allowed, GFOA irrevocably and unconditionally waives, in perpetuity, any rights GFOA may have with respect to the Work Product under any law relating to "the moral rights of authors" or any similar law throughout the world.
b. Government Materials. As between the parties, Government shall own all right, title, and interest in and to all content, information, data, information, ideas, concepts, visions or other materials supplied by or on behalf of Government to GFOA in connection with this Agreement (collectively, the “Government Materials”).

GFOA shall acquire no right, title, or interest hereunder to the Government Materials, except that Government grants GFOA a limited, revocable, non-exclusive, non-transferable license (strictly in accordance with this Agreement and the applicable SOW and the purposes reasonably inferable to have been intended thereby) to use the Government Materials during the term of the applicable SOW, solely as necessary and appropriate for the performance of GFOA’s duties and provision of Services to Government under such SOW.

c. Retained Rights. Government acknowledges that GFOA conducts ongoing research and consulting services for other governments and clients and has accumulated expertise in this field. Notwithstanding anything set forth in this Agreement to the contrary and the foregoing provisions of this Section 3, GFOA will retain all right, title and interest in and to all GFOA Materials and all GFOA Materials are, and shall remain, GFOA’s sole and exclusive property. For purposes of this Agreement and any SOW, “GFOA Materials” means all methodologies, ideas, concepts, processes, techniques, tools, solutions, trade secrets, research data, databases of information and specialized database applications, software applications, computer programming and/or coding, and other materials, information and know-how developed by GFOA or any of its contractors or affiliates prior to the execution of this Agreement, during the Term of this Agreement or independent of the Services being provided under this Agreement or any SOW. Government shall not have or obtain any right or title to or interest in the GFOA Materials (or in any modifications or enhancements thereto) except as explicitly set forth in this Agreement. GFOA makes no express or implied warranties of any kind regarding the GFOA Intellectual Property.

d. Licenses.

i. Notwithstanding anything set forth herein to the contrary, GFOA hereby grants Government a perpetual, irrevocable, non-transferable and non-assignable license to publish or disseminate the GFOA Materials included in the Deliverables; provided, however, Government shall not publish or otherwise disclose or use, in any manner, any portion of the GFOA Materials constituting or including GFOA’s Confidential Information (as defined below). Government does not have the right to make derivative works from or based on the GFOA Materials.

ii. In recognition of the fact that GFOA is an educational, not-for-profit, professional membership association, Government hereby grants GFOA a perpetual, irrevocable, royalty free license to use, publish, disseminate, reproduce, prepare derivative works of, perform, modify, and display publicly the Work Product (and any Government Materials included therein) as it sees fit in its sole and absolute discretion and only with prior, written approval of Government; provided, however, GFOA shall not publish or otherwise disclose, in any manner, any portion of the Deliverables constituting or including Government’s Confidential Information (as defined below).

4. Acceptance. Government is entitled to Review and Evaluate the Services (including each phase of the Services, as applicable) including any Deliverables that are provided to Government pursuant to an SOW. The term “Review and Evaluate” means review and evaluation performed by or on behalf of Government to determine whether Services (or any phase of the Services, as applicable), including related Deliverables, comply with any specifications, requirements, or criteria set forth in the SOW. If Government reasonably determines that such Services (or phase of Services, as applicable) comply with the foregoing or otherwise decides in its sole discretion to accept the Services, Government will notify GFOA in writing of its acceptance of the Services (“Acceptance”).
Absent written notice of Acceptance, Government automatically shall be deemed to have accepted all Services (including those in a given phase, as applicable) and the Deliverables resulting therefrom upon the earlier to occur of the following: (i) Government's payment of any invoices received from GFOA with respect to such Services (or phase); (ii) Government's use of the Services and/or any Deliverables; or (iii) the Payment Date (as defined below). Upon Acceptance, Government shall be deemed to have released Consultant from any liability resulting from such phase of the Services.

If Government determines in good faith that the relevant Services or any portion or phase thereof are not acceptable, it shall notify GFOA in writing and provide sufficient detail to GFOA describing the reasons the Services are deficient. GFOA will make such commercially reasonable revisions, corrections or changes as may be necessary at its sole cost and expense within a reasonable period of time, and within ten (10) days after such corrections have been made Government will review the relevant Services and Deliverables. If the relevant Services still fail Government's Review and Evaluation, Government will grant GFOA a reasonable amount of additional time to provide a workable solution at GFOA's sole cost and expense.

5. Government Responsibilities.

a. Excuse for Government's Failure to Perform. Government's failure to perform its responsibilities as defined in any SOW, or in any mutually agreed upon Change Order, may result in a delay in GFOA's performance of the Services. If and to the extent such a failure by Government directly, materially, and adversely affects GFOA's ability to perform under such SOW or Change Order and GFOA promptly notifies Government thereof in writing, then: (i) such failure by Government shall excuse GFOA's failure to fulfill its related responsibilities under such SOW or Change Order, and the timeline for GFOA's performance shall be extended, on a day-for-day basis, to account for the delay caused by Government's failure; and (ii) if Government's failure to perform its responsibilities in a timely manner prevents GFOA from, or delays GFOA in, performing the Services in a manner that materially increases the cost, risk, duration, or level of effort of GFOA's performance of its obligations under the applicable SOW or Change Order, GFOA may be entitled to an equitable adjustment in the compensation otherwise payable to it under such SOW or Change Order, with any such adjustment to be addressed through a mutually agreed upon Change Order.

b. Access. Government agrees to give GFOA and its employees and contractors access to staff and the Government owned properties as required to perform the Services. In the event GFOA (including its employees and contractors) requires access to Government's office(s) or certain Government information, source code or Government's network and servers in order to be able to effectively provide the Services the GFOA Engagement Manager shall request such access by way of a written request delivered to the Contract Administrator. Upon receipt of such request, Government shall (i) provide GFOA's employees and contractors adequate work space at one or more Government locations as may be mutually agreed upon by the GFOA Engagement Manager and Contract Administrator; and (ii) provide only such access rights are are necessary for GFOA to effectively perform the Services, including remote access, utilizing VPN or another mutually agreed upon remote access technology to access Government programs and data from remote locations or GFOA's offices. GFOA agrees that its employees and contractors shall access only that Government information which is necessary in order to fulfill GFOA's obligations hereunder and shall strictly adhere to all security protocols, including without limitation accessing Government's source code solely through the Government's source code management system, established by Government.
c. **Third Party Vendors.** Government acknowledges and agrees that it is responsible for all decisions it makes based on the information and recommendations provided by GFOA and acknowledges that (i) GFOA is not a software provider, systems integrator or other supplier or vendor; (ii) GFOA’s role is solely to provide information, analysis and advisory services; and (iii) any decision made by Government with respect to engaging or contracting with any software, services or other vendor or supplier is solely that of the Government and Government bears all responsibility for such decisions. Accordingly, other than for GFOA’s Deliverables and Services, Government agrees that Consultant shall bear no responsibility and shall incur no liability with respect to the performance or provision of any software, hardware, or implementation services (as applicable).

6. **Term.** The term of this Agreement shall begin on the Effective Date and continue until such time as the Services are completed by GFOA in accordance with the terms of the SOW, unless terminated earlier by either party as provided in Section 7 of this Agreement ("Term").

7. **Termination.**

   a. **Termination Upon Breach.** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party in the event: (i) the other party is in breach of any of its obligations under this Agreement and fails to remedy such breach within ten (10) days following written notice from the other party; (ii) the other party ceases to do business (in whole or in part), becomes or is declared insolvent or bankrupt or is the subject of any proceedings relating to its insolvency or liquidation; or (iii) in the event the other party is subject to a merger in which it is not the surviving or controlling party.

   b. **Termination for Convenience.** Either party may terminate this Agreement or any SOW hereunder at any time, with or without cause, upon thirty (30) calendar days advance written notice to the other party. Notwithstanding anything to the contrary in this Agreement or any SOW, in the event of any termination under this Section 7.b., Government will only be liable to make any payments which are due hereunder (or any applicable SOW) to GFOA for work actually performed in accordance with the terms and conditions herein (or in any applicable SOW) up to the effective date of such termination.

   c. **Termination of SOW.** Termination of any SOW shall not serve to terminate any other SOW or this Agreement unless expressly stated in the notice of termination.

   d. **Effect of Termination.** Upon termination of this Agreement for any reason GFOA shall promptly (i) terminate its provision of the Services; (ii) deliver to Government all Deliverables completed at the time of termination or expiration provided Government has paid all sums due and owing GFOA in connection with this Agreement and all outstanding SOWs; and (iii) return all Government Materials and Confidential Information provided by Government to GFOA during the provision of the Services.

   Upon termination of this Agreement for any reason, Government shall (i) pay GFOA all Services rendered and fees charged up to and including the effective date of such termination on a time and materials basis using the rates set forth in Exhibit A; and (ii) reimburse GFOA for all expenses incurred by GFOA in accordance with the terms of this Agreement (including, with respect to GFOA’s expenses in accordance with the provisions of Section 11) up to and including the effective date of such termination. Final payment of all sums due to GFOA shall be due within forty-five (45) calendar days following the effective date of the termination of this Agreement or any SOW entered into hereunder.

   Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration, including the provisions of Sections 3, 5.c, 7.d, 8, 9, 11, 13, and 14.a -c, e-g and j.
8. **Confidential Information.**

a. **Definition.** For purposes of this Agreement, "Confidential Information" shall mean all information marked as confidential, and all trade secrets, processes, works of authorship, inventions, discoveries, developments, systems, computer programs, code, algorithms, formulae, methods, ideas, know-how, functional and technical specifications, designs, passwords, analysis, research, business plans, pricing strategies, data, source code, programming code and other documentation created under this Agreement in conjunction with the Services rendered, and all other information which, if disclosed to a third party, could adversely affect the relevant party or its business interests. Confidential Information shall not include: (i) information known to the receiving party prior to entering into this Agreement; (ii) information independently developed by the receiving party without use of or reference to the other party's Confidential Information; and (iii) information in the public domain through no wrongful act or breach of this Agreement.

b. **Obligations.** Government and GFOA agree to:

i. protect and safeguard the confidentiality of the other party's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;

ii. not use the other's Confidential Information, or permit it to be accessed or used, for any purpose other than in connection with the provision of the Services pursuant to the terms of this Agreement;

iii. not disclose any such Confidential Information to any person or entity, except to their respective employees, officers, directors, partners, consultants, agents or advisors (collectively, "Representatives") who:

1. need to know the Confidential Information in order to assist the disclosing party, as applicable, or act on its behalf, in relation to provision of the Services or to exercise its rights under this Agreement;

2. are informed by the disclosing party of the confidential nature of the Confidential Information; and

3. are subject to confidentiality duties or obligations to the disclosing party that are no less restrictive than the terms and conditions of this Agreement.

c. **Standard of Care.** The parties agree to use all commercially reasonable best efforts to protect unauthorized use or distribution of Confidential Information. Both parties agree that any unauthorized use or disclosure of the other party's Confidential Information in a manner inconsistent with the terms of this Agreement may cause the relevant party irreparable damage for which remedies other than injunctive relief may be inadequate. The obligations outlined in this paragraph shall apply to all authorized employees, contractors and agents of each party who have access to or are in a position to obtain Confidential Information. The parties agree to return or destroy all Confidential Information that it obtained from the other party upon expiration or termination of this Agreement without retaining copies thereof. Upon expiration or termination of this Agreement, GFOA and Government shall verify in writing that they have complied with the provisions of this section.

9. **Representations and Warranties; indemnity.**
a. **Authority.** GFOA represents and warrants that: (i) it is properly incorporated and in good standing in its state of incorporation; (ii) has the authority necessary to enter into and carry out the obligations set forth in this Agreement; and (iii) has the authority to grant the licenses and rights it purports to grant to Government in this Agreement.

b. **Services.** GFOA represents and warrants that it will provide the Services in compliance with all applicable laws, rules, regulations, and ordinances, and in accordance with this Agreement and the applicable SOW, generally accepted industry standards, and all applicable policies of Government regarding confidentiality, security, and conduct on Government’s premises.

c. **Non-infringement.** GFOA represents and warrants that the Deliverables and the Services, other than any third party property authorized by Government to be incorporated therein, will not infringe upon or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party (or that GFOA has obtained from any such third parties the rights to use and to permit Government to own the Deliverables).

10. **Location and Facilities.** GFOA may perform aspects of the Services at Government’s offices or Government’s designated sites. GFOA reserves the right to perform work at locations other than Government’s offices or Government’s designated sites as reasonably deemed appropriate by GFOA.

11. **Payment Terms.**

a. **Invoices.** GFOA shall provide Government with an invoice setting forth GFOA’s fees for the Services and any reimbursable expenses incurred, which will, unless otherwise set forth in the SOW, be billed on a project basis (i.e., fixed fee). Unless otherwise specified in the SOW, Government shall pay invoices received from GFOA within forty-five (45) calendar days of Government’s receipt of the invoice ("Payment Date") and invoices shall be issued upon the completion of the Services and/or phases or milestones set forth in the applicable SOW.

b. Removed.

c. **Taxes.** Prices quoted for license fees and other fees are exclusive of all federal, state, municipal or other political subdivision excise, sales, use, or like taxes now in force or enacted in the future, if any, applicable to these transactions. Payment of any such taxes, except for any taxes based on GFOA’s income, are the sole responsibility of Government unless Government provides GFOA with a valid tax exempt certificate therefor.

d. **Staffing and Rates.** Consultants shall perform Services in accordance with the terms of this Agreement and the SOW. Government will pay GFOA on a project basis, unless otherwise set forth in the SOW. In the event Government pays for Services on an hourly basis, GFOA’s staff/contractor time will be billed at the mutually acceptable rates set forth in the applicable SOW.

e. **Expenses.**

i. **Travel expenses.** Unless stated otherwise in the SOW, GFOA pricing includes the estimated amount of travel costs for expected level of travel as identified in the SOW. GFOA will only bill actual travel expenses up to the costs in the SOW. Any expenses in excess of the estimated travel costs identified in the SOW must be approved in writing from Government prior to GFOA incurring such excess travel expenses.
12. **Provision of Services to Third Parties.** Government agrees that this Agreement shall not preclude GFOA from providing its services to third parties.

13. **Limitation on Liability and Damages.**

   a. **Force Majeure.** In no event shall either party or its officers, directors, employees, agents, consultants or suppliers be liable under this Agreement to the other party or any other third party for any indirect, special, incidental, punitive or consequential damages (such as damages for loss of good will, work stoppage, lost or corrupted data, computer failure or malfunction, lost profits, lost business or lost opportunity), or any other similar damages resulting from a delay in performance or any failure to perform hereunder caused in whole or in part by reason of force majeure, which with respect to GFOA shall be deemed to include the occurrence of any event beyond the control of GFOA that renders performance impossible, illegal or impracticable, which shall include Government’s failure to furnish necessary information with respect to details of performance on the part of the Government, war (whether an actual declaration thereof is made or not), sabotage, terrorism, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, pandemic, communicable disease, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures. Government shall not withhold its Acceptance by reason of delays occasioned by force majeure. Any delay resulting from force majeure shall correspondingly on a day-by-day basis extend the time for performance by GFOA.

   b. removed

14. **Miscellaneous.**

   a. **Governing Law.** This Agreement shall be interpreted, construed and governed by the laws of the State of South Carolina, without regard to its conflict of law rules.

   b. **Dispute Resolution.**

      i. The parties shall attempt to resolve any claim or disputes arising in connection with this Agreement or the Services provided hereunder by escalating the dispute to a senior representative of each party, and such senior representative shall use good faith efforts to resolve the dispute. The parties shall make good faith efforts to resolve any and all disputes as quickly as possible. If the senior representatives are unable to resolve the dispute, the dispute shall be decided by arbitration as set forth below.

      ii. removed

   c. **Independent Contractors.** The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to create this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee.

   d. **Insurance.** GFOA agrees that it will maintain in effect during the Term of this Agreement insurance policies in the amount and with the type of coverage shown below:

      1. Workers Compensation insurance in the form and amount required by applicable law(s).
2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and/or combined single-limit bodily injury and property damage.

3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than $1,000,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.

4. Professional Liability, with limits of liability of $3,000,000 per claim and policy aggregate.

e. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.

f. **Modification, Amendment, Waiver or Termination.** No provision of this Agreement or an SOW may be modified, amended, waived or terminated except by an instrument in writing signed by both parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.

g. **Assignment.** Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.

h. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

i. **Invoices.** GFOA sends invoices electronically via email. The City shall direct GFOA on the appropriate place to send invoices.

j. **Notices.** All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, fax or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

If to GFOA:

Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
Attention: Mike Mucha (or the current GFOA Engagement Manager)  
E-Mail: mmucha@gfoa.org

If to Government:

City of Charleston  
116 Meeting Street, Charleston, SC 29401  
Attention: Amy Wharton, CFO (or the then current Contract Administrator)  
E-Mail: Wharton@charleston-sc.gov
Any party may change the address set forth above by notice to each other party given as provided herein.

k. **Entire Agreement.** This Agreement, including all Exhibits attached hereto and all SOWs entered into hereunder, constitute the entire agreement of the parties hereto and supersedes all prior understandings, representations, proposals, discussions and communications, whether oral or written, with respect to the subject matter of this Agreement.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

City of Charleston

By: __________________________
   Authorized Representative

Name: _________________________
Date: __________________________
Title: __________________________

Government Finance Officers Association of the United States and Canada

By: __________________________
   Authorized Representative

Name: _________________________
Date: __________________________
Title: __________________________
EXHIBIT A
FORM OF STATEMENT OF WORK

This SOW on the following page(s) incorporates all of the terms and conditions set forth in the Agreement and the Agreement governs the relationship between Government and GFOA. Any modifications to the Agreement that are agreed to by Government and GFOA must be specifically set forth in this SOW, and such modifications shall apply only to this SOW, and not to any previous or subsequent SOWs, unless expressly stated otherwise in such other SOW. All other terms and conditions of the Agreement shall remain in full force and effect. All terms not otherwise defined in this SOW shall have the meaning set forth in the Agreement. In the event of a discrepancy between this SOW and the Agreement, the terms of the Agreement shall control.
Proposal for:

City of Charleston, SC

Enterprise Resource Planning (ERP) Advisory Services

January 25, 2022
January 25, 2022

City of Charleston
Attn: Joleen Deames
116 Meeting Street
Charleston, SC 29401

EMAIL: DEAMESJ@charleston-sc.gov

Dear Joleen,

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the City of Charleston (The City) to assist the City in migrating to a new ERP system. We understand the importance of an ERP system on the City’s ability to provide administrative services aligned with best practices and the role of technology in being able to promote accountability, transparency, and improved efficiency. We also appreciate the great opportunity that an ERP system/finance replacement project provides and the need to focus on using that chance to make lasting improvements to policies, business processes, and outcomes for the City. We feel that our approach, focused on governance, readiness, and process improvement will allow the City to make strategic decisions that will serve the City for years to come and mitigate the risk of a large enterprise software project.

GFOA is a 501(c)3 non-profit association with 21,000 members representing nearly 10,000 local governments. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management. Over 600 governments, have found value in our experience, expertise, and detailed approach to ERP projects.

Sincerely,

Michael J. Mucha
Director, Research and Consulting Center
Government Finance Officers Association

Phone: 312-977-9700
Fax: 312-977-4806
Email: mmucha@gfoa.org

Washington, DC Office
660 N. Capital Street, NW ● Washington, DC 20001 ● 202.393.8020 fax: 202.393.0780
www.gfoa.org
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Section I - GFOA Qualifications

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 21,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA’s mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA’s Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments’ financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice for ERP procurement and implementation projects. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process. In addition to our consulting projects, we frequently teach our approach as part of GFOA’s training program and in some cases even other consulting firms have used GFOA templates and past consulting deliverables to leverage our lessons learned and market leading formats.

GFOA’s strategic mission is to improve state and local government financial management

GFOA does not implement software. We also have no desire or incentive to make recommendations that increase our services and costs on the project. Our focus is exclusively on providing honest and unbiased recommendations to our clients and leveraging our experience to help all public-sector organizations with informed ERP guidance. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. In addition, because of the growth in “cloud” and the importance of these systems on the overall administration of local government, these technologies continues to evolve. With our consulting experience and continued research, GFOA has been able to improve
its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.

Other Products and Services
GFOA also provides many services to members and other government managers in addition to consulting services. Our consulting services complement and utilize much of our research knowledge and membership network to deliver current, relevant, and proven strategies. The same consultants who regularly advise clients also research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA’s annual conference, and staff best practice committees.

- **Industry Standard Publications:** GFOA staff prepare the industry’s leading publication to guide governmental accountants on all standards and financial reporting guidance. *Governmental Accounting, Auditing, and Financial Reporting* (The “Blue Book”) is published by GFOA and GFOA consultants and clients have ready access to GFOA’s technical experts throughout the project for any complex accounting or financial reporting questions as we work through business process change, chart of account configuration, or system set up challenges.

- **Other Research and Publications:** GFOA conducts ongoing research with its member network and communicates information on leading practices, lessons learned, and trends in financial management such as technology utilization and governance. GFOA currently has over 40 titles available. The following is a sampling of products recently written by GFOA consultants.

  - *Technologies for Government Transformation: ERP Systems and Beyond*
  - *IT Budgeting and Decision Making: Maximizing Your Government’s Technology Investments*
  - *Financial Foundations for Thriving Communities*

- **Government Finance Review:** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA’s bi-monthly publication, *The Government Finance Review*, along with other leading journals, books, and white papers.

- **Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States
and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.

- **Annual Conference and Training:** GFOA's Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development. GFOA consultants are regular trainers at these seminars including seminars on ERP procurement, project management, and best practices in ERP implementation.
Section II – Project Staffing

All GFOA consultants assigned to this project will have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience.

All GFOA consultants have held positions within local government and have prior experience leading ERP projects similar to this engagement.

All GFOA consultants have managed projects similar to this engagement. As a result, our consultants are able to understand your unique needs and future goals, and help provide recommendations and advice from within the team. We understand the current market and will work to transfer that knowledge to the City so it not only creates a recommended plan for implementation, but also so that implementation of that plan is successful.

All of our consultants approach projects with similar goals.

1) Understand your needs and challenges and work with you to meet project goals
2) Provide accurate, timely, and relevant information and gain your trust as a key member of your team.
3) Provide honest recommendations that are solely influenced by the best interests of the City
4) Serve as the City’s advocate throughout the project. In both short and long-term, we will be a passionate champion for best practice and ensuring the City gets the best possible project outcomes.

Bios for GFOA consultants are available under the “staff directory” at www.gfoa.org.
Section III – Project Scope

ERP system implementations offer much promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization. While ERP systems have continued to mature since the City’s last implementation of Sungard/OneSolution, implementation of those systems continues to be a complex effort. Not only does implementation involve system change, it also requires modernization of business process, policies, and organizational roles. GFOA’s project approach focuses on using the procurement process as a key strategy to help with organizational readiness.

GFOA’s scope and services are organized into three major phases. Within each phase we have identified major tasks and each task includes deliverables and milestone payments. GFOA’s proposal is based on fixed fees for completion of deliverables and milestones. We know that events will come up during the project and we want to be able to work with you to solve those challenges without any consideration for additional costs or change orders. GFOA views every project as a partnership with our client and we aim to work together as a team to address project risks, issues, recommendations and build momentum for realizing success.

Phase 1 – Business Process Improvement
- Task 1: Project Planning and Management
- Task 2: Needs Assessment / Process Analysis
- Task 3: Develop a Plan of Action

Phase 2 – RFP Development and Selection Assistance
- Task 4: RFP Development
- Task 5: System and Vendor Selection
- Task 6: Contract Negotiations

Phase 3 – Implementation Project Management Services (NOT PROPOSED)
- Task 7: Implementation Advisory Services

Each phase and task, along with their related deliverables is detailed below.

Task 1: Project Planning and Management

No project can be successful without proper planning and tools to manage the effort. Working together, the GFOA and the City project manager will prepare the following tools that will be essential to project coordination.

- Governance Support — GFOA recognizes that the success of any large enterprise project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We also understand that any enterprise system is not owned or controlled by one department in the organization. We are proposing to assist the City with the development of a governance structure for the project
This would include identifying the model for a steering committee, project team, and any business process improvement functions. GFOA will utilize recent research as part of our "Financial Foundations for Thriving Communities" Initiative to help inform the governance structure and change management function for this project. Our Financial Foundations Framework identifies five (5) key pillars of effective and sustainable management. Each pillar includes different leadership strategies and/or institutional design principles that we have found translate exceptionally well to ERP governance. Understanding that local governments cannot order people to collaborate, leadership strategies help inspire pride and public support for a strong financial foundation. Institutional design principles, meanwhile, are the "rules of the road." They provide the context for leadership strategies and ensure continuity of good financial practices through changes in leadership. For more information, please visit http://gfoa.org/financial-foundations.

- **Project Team Set Up** - GFOA will help the City prepare for analysis meetings by providing resources to assist in identifying process investigation teams ("PIT Crews"). These PIT Crews will be made up of representative stakeholders from various departments to help bring an "enterprise-wide" focus to existing business processes and system functions. We consider this approach a critical element in the long-term success of the project and will help initiate teams and begin planning for overall involvement throughout the City's project.

- **Project Plan** - GFOA will prepare a project plan in Microsoft Project and covert key deadlines/milestones to track in a project collaboration tool (like Microsoft Teams). This document identifies all the detailed tasks for the project, the person responsible for executing those tasks, the estimated time required to complete them, and any dependencies that a given task may have relative to other tasks.

- **Project Documentation** - If the City uses a website or other collaboration tool for project and document management (like Microsoft Teams), we will discuss early on in the project how we can use this for sharing documents and information across the larger project team. If desired, GFOA can also host a website with collaboration tools specifically for this project.

- **Project Management** - GFOA will participate in regular project management meetings and provide a regular (monthly) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a
success. Ongoing costs and effort for all project management activities are built into GFOA's milestones and deliverables. As part of our ongoing project management services, we will help prepare any communications, attend council meetings, or help delivery key messages to City stakeholders.

**Project Deliverables**

1. Project Management Documents
   a. Project Charter
   b. Project Goals
   c. Project Plan
   d. Staffing Readiness
   e. Collaboration Website (Basecamp)
   f. Status Report Template
   g. Ongoing Readiness and Project Support Recommendations

**Task 2: Needs Assessment / Process Analysis**

Many consulting firms take the approach to wait on business process improvement activities until after the software vendor is on board or to focus software decisions solely on utilization of software features. GFOA strongly disagrees with this approach. Evaluating current software use without considering future needs can lead to poor decision making. In addition, relying 100% on software vendors to develop a to-be definition requires the City to buy software prior to truly identifying its needs. Software vendors also will focus on configuring software and are prone to re-creating existing (bad or outdated) processes in the new system. Our experience with software vendors can point to countless examples where this has occurred. Our proposal includes services for GFOA to take a lead role in identifying business process change prior to and along with preparing a needs assessment and the development of an action plan for moving forward. The needs assessment focuses on needs to accomplish City goals and realize a future vision for administrative processes. While we will look at opportunities for system improvements, we go beyond the technology to also consider business process and policies.

As lead, GFOA will facilitate most meetings, convene focus groups, and interview staff individually. Throughout the project, we will manage project documentation. However, throughout this phase, City participation in providing feedback, making decisions, and starting to identify next steps is important. As described above, GFOA's "needs assessment" goes beyond simply identifying need. It also works to begin setting in place the action plan for the project. In many cases, improvements can be independent of a system and the City will begin taking advantage of efficiencies before going live with a new system.
GFOA uses the three-part approach depicted in the graphic above to guide business process improvement. For the first part, GFOA will facilitate business process mapping sessions to document the City's as-is process. GFOA's mapping process is a highly collaborative one and will involve participation of a wide variety of stakeholders, including the PIT crews established in Task 1. This step is extremely important to the success of the project and allows various stakeholders to better understand existing processes (including limitations and inefficiencies).

While there is significant value in having processes documented, the major benefit from these sessions is that stakeholders from across the City will share a common understanding of the current process and can explore together the current challenges, weaknesses, and areas for improvement. By discussing changes in the open, it is also a critical change management strategy to help the organization begin the transition to a new process.

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<td>- Training / Certifications</td>
</tr>
<tr>
<td>Personnel Actions</td>
<td>- Recruitment</td>
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<td>- New Hire</td>
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<td>- Personnel Actions (Salary Adjustment / Position Change)</td>
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<tr>
<td>Time Entry -- Payroll</td>
<td>- Time Entry</td>
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<td>- Time Approval</td>
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<td></td>
<td>- Payroll Calculations</td>
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<td></td>
<td>- Payroll Processing</td>
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<tr>
<td></td>
<td>- Leave Management (FMLA)</td>
</tr>
</tbody>
</table>

Note: For general system-wide features such as reporting, dashboards, workflow, notifications, document management, etc. we will cover each within the appropriate business process areas.

Once maps are developed, GFOA consultants will conduct part 2, consisting of an analysis to benchmark the existing processes against recognized public sector best
practices, ERP functionality, other organizations, and the City's project goals. We will facilitate sessions that are similar to "Lean" process improvement workshops to discuss improvement strategies with City staff.

GFOA applies these process improvement strategies to the City's current process and mark up or revise the process maps as part of discussions and meetings to communicate potential business process improvements, changes, and future state options. This documentation will also highlight potential change impacts and identify change management strategies and success factors for moving forward.

Any recommended improvement will be derived from GFOA best practices, our past experiences with similar ERP projects, the City's project goals, and the City's overall vision for the future. As the City grows and/or matures, process improvements may become necessary to maintain efficient operations and ensure that the City will be able to meet service expectations with its streamlined professional staff. GFOA can use these inputs as guide to help define processes that serve the City over the next 10-15 years and beyond.

**Project Deliverables**

2. Process Analysis
   a. Process Maps / Base Needs Assessment
   b. Process Workshop and Recommendations

**Task 3: Develop a Plan of Action**

After conducting the process and system assessment, GFOA will facilitate a meeting of City stakeholders to begin visioning for a potential new/improved system and overall plan for replacement of other City systems (if desired). The visioning meeting will define goals for the system, business process, policies, or other organizational improvement. This report will identify a recommended strategy for moving forward.

GFOA will then gather information on costs and benefits on a limited number of alternatives that would satisfy both project goals. After carefully reviewing estimated costs, risks, and best practices, the plan of action will make an argument for the recommended option.

GFOA will also work as part of the recommended plan of action, to prepare an overall procurement strategy that is designed to accomplish the organization's requirements and business goals, and mitigate risks during the project.
Task 4: Develop Request for Proposal (RFP)

In this phase, GFOA will develop a detailed Request for Proposals (RFP) document (or more than one RFP depending on the procurement strategy) for the City. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP’s with the end goal in mind – a successful contract that mitigates risk and leads to a successful project.

GFOA has a template RFP that was specifically designed for ERP procurements and that we have continually updated as required by changes in the ERP market. We are working now to make significant revisions to our template based on thorough review of process and how to get the most value for our clients. We plan to work collaboratively with the City’s procurement team to include any terms and conditions from the City’s standard documents, decide on the procurement process, and ensure compliance with any other City requirements.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

1) Procurement terms and conditions
2) Detailed vendor response templates
3) Templates to build core elements of vendor statement of work
4) Functional Requirements
5) Interface Definition
6) Technical Documentation
7) Key Objectives / Goals / Critical Success Factors for the Project
8) Service Level Agreements
9) Other information necessary for vendors to prepare detailed response that meets the City’s needs.

GFOA maintains a list of ERP vendors, implementation partners, and others in the industry. We will help publicize the City’s RFP to get the most competitive response.

A key part of the RFP will be the development of detailed functional requirements and overall business process expectations that will be important throughout the selection project and throughout implementation. For the processes that are determined to be in scope, GFOA consultants will work with the City PIT Crew members to review, validate
and ultimately make decisions on the high-level to-be process definition and those requirements that will serve as a tool for accountability going forward.

GFOA focuses functional requirements development on business process and will prepare requirements in the form of testable use cases that will have value beyond the procurement phase. At each step in the business process we will determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to our process maps that will be included in the eventual RFP. Requirements development focuses on functional requirements that define “what” needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on “how” the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the City more efficient.

At this stage in the process, it is important for the business process improvement decisions to be made so the RFP can present a clear direction for the City’s project. While every ERP system has slightly different ways of completing business process transactions and the full business process can’t be defined at a fine level of detail without the assistance of system consultants, the overall direction and high-level understanding of the process is important to communicate.

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

**Project Deliverables**

1. RFP Package
   - RFP Document
   - Functional Requirements

**Task 5: Evaluation and Selection of Vendor**

GFOA’s system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. We strive to get the best deals for our clients and often go against what the vendor’s describe as “industry standards.”
GFOA’s evaluation focuses the City on addressing risks to the implementation and addressing concerns that will impact the City achieving its project goals. As a result, we prioritize both evaluating the consulting approach and the software.

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA’s RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA’s standard evaluation process includes the steps described below.

**Step 1: Initial Proposal Assessment**

Upon receiving the written proposals from vendors, the City’s project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing high level comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. The purpose of the initial assessment is to understand what is proposed and prepare for the initial “base presentation.”

GFOA has learned over the years that it can be difficult to evaluate a best fit vendor or the proposal that provides the best value for the City by only looking at a written response. Vendors are quite good at marketing in proposals and proposals may not actually reflect what it’s like to work with a firm. GFOA’s approach tries to mitigate this misleading presentation by providing multiple opportunities to meet the actual consultants who will be working on the project and supporting the relationship.

**Step 2: Base Presentation**

After conducting an initial review of all proposals, the City will elevate potentially viable solutions for a short presentation (60-90 minutes). GFOA expects that the number of vendors elevate be based on the number of proposals the City receives, but potentially could include 10-15 vendors. By providing each a short time to present their proposal, the City will be able to evaluate what the differentiating features of each vendor’s proposal actually are. It also will give the City a chance to meet representatives for each firm.

GFOA expects that all base presentations be conducted within the same week. After presentations are complete, GFOA and the City’s project team will complete the proposal analysis. GFOA can also leverage our extensive experience to compare each proposal to industry standards. All key findings will be documented in a brief proposal assessment report that identifies GFOA’s findings. This report will also identify additional information that will be needed from vendors going forward.
GFOA expects that after reviewing proposals, the City elevates a limited number of vendors for onsite demos/interviews. Typically, governments will elevate three vendors.

**Step 3: Software Demos**

GFOA staff will develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities. Typically time devoted to implementation and demo is split 50/50. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

Our approach to software demos and interviews differentiates GFOA and demonstrates our dedication to continually evolve our approach to a changing ERP market. As software features become more mature, it is less important for governments to evaluate "if" it will work. However, since most of the risk comes from implementation, we work through a series of business process case studies, sample "workshops," and implementation resource interviews to make sure you can effectively evaluate the knowledge and skills of the proposed implementation team.

GFOA will also facilitate the demos and interviews with each vendor. In this role, GFOA would be on-site to guide the meetings, ensure compliance with the demo scripts, take notes, and point out differentiators. GFOA expects that after this first round of software demos and interviews, the City elevate two vendors.

**Step 4: Discovery**

Discovery acts as the City's final opportunity to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the City and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the City will enter contract negotiations with one vendor.

GFOA expects that after Discovery, the City identify a finalist vendor. If it is not possible for the City to identify a finalist vendor, GFOA will facilitate additional clarification rounds.
Project Deliverables

5. System and Vendor Selection
   a. Evaluation Criteria and Evaluation Team Training
   b. Initial Assessment
   c. Base Presentations
   d. Complete Proposal Assessment
   e. Demo Scripts and Facilitation
   f. Request for Clarification Letters

Task 6: Contract Negotiations
GFOA will be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, GFOA will lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. GFOA will ensure that the City’s statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the City identify and negotiate appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation. GFOA assumes that the City will be negotiating one contract (or a contract for one proposal if that proposal contains multiple contracts for software, implementation, hosting, etc.).

Project Deliverables

6. Contract Negotiations
   a. Completed Contract Documents

Task 7: Implementation (Not proposed now)
GFOA can provide a project management and oversight role throughout the City’s project and work with the City and its selected vendor to achieve the City’s project goals. A project oversight role with GFOA will enable the City to leverage the presence that GFOA has in the public sector technology industry, and will allow the City to benefit from ERP implementation experience and research along with access to our nationwide membership network. GFOA will also continue our role as lead in contract negotiations for any contract amendments and project support to review milestones and invoices.
No two GFOA clients are the same and GFOA works with each client to structure implementation services so we can deliver the most value while controlling costs. We believe the best time to discuss our specific scope is after the RFP has been released and the City would have a better idea on scope, staffing needs, or specific risks in the project. This proposal contains a description of services that we typically provide and would be prepared to provide to the City. However, at this time, it is difficult to know specifically where the City will require the most assistance with implementation. GFOA’s project team is experienced leading ERP projects and can provide assistance in a variety of areas. Implementation advisory services often include:

- Project Planning
- Deliverable Review
- Subject Matter Expertise / Continued Business Process Design
- Participation in Project Meetings
- Quarterly Project Reviews
- Testing Support
- Training
- Overall Project Oversight
  - Contract Monitoring
  - Change Management
  - Steering Committee Support
  - Issue Log Management
Cost and Timeline

GFOA has proposed the following high-level schedule to complete all work described in this proposal. With this schedule, GFOA would be able to begin work when the City is ready and understand the City’s desire to have readiness activities completed this calendar year.

We start every project by gather documents and becoming more familiar with the City’s policies, structure, and overall background information while we are preparing the project plan an initial agendas. Typically we host a kick-off meeting and begin process analysis approximately one month after contract signing.

As a result of the COVID-19 pandemic, GFOA shifted to performing all consulting projects over the past 15+ months remotely. As travel continues and public health measures have been relaxed, we plan on providing services for the City using a mix of on-site and remote meetings. GFOA will discuss the best approach with the City and determine which activities are better for on-site vs. remote execution.

Note: The schedule below presents an example timeline based on GFOA’s past experience. We understand that all projects are different and that the City may have unique goals, expectations, and constraints. As part of Task 1, we will discuss and prepare a detailed schedule to match the City’s needs.

<table>
<thead>
<tr>
<th>Proposed Schedule</th>
<th>Month 2 + February 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Planning</td>
<td>2 3 4 5 6 7 8 9 10 11 12 13 14 15</td>
</tr>
<tr>
<td>Task 2: Process Analysis</td>
<td></td>
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<tr>
<td>Task 3: Plan of Action</td>
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<tr>
<td>Task 4: RFP Development</td>
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<tr>
<td>Task 5: Vendor Selection</td>
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<tr>
<td>Task 6: Contract Negotiations</td>
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<tr>
<td>Task 7: Implementation</td>
<td>T B D</td>
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</tbody>
</table>
Pricing

Unless noted, all pricing is provided as a fixed fee. GFOA will invoice for project deliverables upon completion of project deliverables. We also understand that projects may face delays, require additional analysis than what was originally planned, or may require additional effort to address risks as they come up during the project. We commit to honoring our fixed price to deliver a successful project.

<table>
<thead>
<tr>
<th>Task/Deliverable</th>
<th>Milestone</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Planning</td>
<td>$15,000</td>
</tr>
<tr>
<td></td>
<td>Project Management Documents</td>
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</tr>
<tr>
<td>1</td>
<td>Ongoing Project Governance Support</td>
<td>$25,000</td>
</tr>
<tr>
<td>2</td>
<td>Needs Assessment / Process Analysis</td>
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<tr>
<td>2-A</td>
<td>Process Maps / Base Needs Assessment</td>
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<tr>
<td>2-B</td>
<td>Process Analysis and Recommendations</td>
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<tr>
<td>3</td>
<td>Plan of Action</td>
<td>$10,000</td>
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<tr>
<td>3</td>
<td>Plan of Action</td>
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<td>4</td>
<td>Develop RFP</td>
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<td>4-A</td>
<td>RFP</td>
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<tr>
<td>4-B</td>
<td>Functional Requirements</td>
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<tr>
<td>5</td>
<td>Evaluation and Selection of Vendor</td>
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<tr>
<td>5-A</td>
<td>Evaluation Criteria and Evaluation Team Training</td>
<td>Included</td>
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<tr>
<td>5-B</td>
<td>Initial Assessment</td>
<td>$5,000</td>
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<tr>
<td>5-C</td>
<td>Base Presentations</td>
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</tr>
<tr>
<td>5-D</td>
<td>Complete Assessment</td>
<td>$15,000</td>
</tr>
<tr>
<td>5-E</td>
<td>Demo Scripts and Facilitation</td>
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<tr>
<td>5-F</td>
<td>Request for Clarification / Discovery</td>
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<tr>
<td>6</td>
<td>Contract Negotiations</td>
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<tr>
<td>6-A</td>
<td>Contract Negotiations</td>
<td>$12,000</td>
</tr>
<tr>
<td></td>
<td>Travel (NTE)</td>
<td>$25,000</td>
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</tbody>
</table>

**TOTAL NOT-TO-EXCEED PRICE for Phase I and II** $229,500

*Note: GFOA will invoice for ongoing project management when the City makes its decision to elevate a final vendor and begin contract negotiations.*

*Note: GFOA’s milestone pricing does not include travel costs. If GFOA performs services remotely on-site we would require the City reimburse expenses up to the following not-to-exceed limits listed above. Any travel that would exceed the limits below would be at GFOA’s expense.*
Contract Requirements

GFOA would like to add the following to any future agreement.

- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA’s liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.

- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.

- The GFOA conducts the majority of the engagement work on a fixed-fee engagement, where payment is due upon completion of deliverables. If any work is to be billed using a time and expense method, the time and expense portion of the engagement will be billed on a monthly basis at the hourly rate of $250/hour, unless otherwise noted.

- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.

- GFOA is scoped to prepare one RFP document and conduct the evaluation process for that one RFP. If it is determined to be in the City’s best interested to release multiple RFPs, GFOA will develop those RFPs at no additional cost. Proposal evaluation and system selection services for multiple RFPs may require additional cost depending on timing.
TO: John J. Tecklenburg, Mayor
FROM: Fire Chief Daniel Curto  DEPT. Fire
SUBJECT: CHARLESTON FIRE DEPARTMENT - 2021 FIRE PREVENTION & SAFETY GRANT (FEMA)
REQUEST: To submit the 2021 Fire Prevention & Safety Grant after the fact in the amount of $86,525 smoke alarms, a fire extinguisher training prop., and creating a fire prevention vehicle

COMMITTEE OF COUNCIL: W&M  DATE: March 8, 2022

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

Corporate Counsel  Yes  N/A  Name & Title of Individual Contacted  Attachment
Cap. Prof. Cmte. Chair  X  X  
Charleston Fire Dept.  X  X  
Grants Manager  X  X  

FUNDING: Was funding previously approved? Yes  No  X  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

CRITICAL: Identify any critical time constraint(s).

Due to time constraint this grant was submitted on February 18, 2022

CFO's Signature: Matt F

FISCAL IMPACT:
There is 5% match ($4,120.24) in the FY2022-23 budgets. Depending upon timing of the grant award, funding will need to be found in the 2022 budget or budgeted in 2023.

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 10:30AM THE DAY OF THE CLERK'S AGENDA MEETING.
TO: Mayor John J. Tecklenburg and City Council
FROM: Daniel M. Curia, Fire Chief
DATE: February 22, 2022
RE: 2021 Fire Prevention & Safety grant application

The Charleston Fire Department (CFD) is requesting to apply after the fact for the 2021 Fire Prevention & Safety Grant through FEMA. This grant is meant to enhance the safety of the public and firefighters by assisting with fire prevention programs. This is an after the fact request as the grant was due on February 18, 2022. The department is requesting approval for a 5% match of $4,120.24 for a total grant application of $86,525.00.

The CFD has requested 600 smoke alarms to be placed throughout the community, a fire extinguisher training prop., reimbursement of salaries for personnel to conduct these tasks, as well as funds to create a fire prevention vehicle out of an antique fire truck owned by the department.

The closing date for this application was last Friday, and was submitted to FEMA via the electronic portal, therefore this is an after the fact request.

Please feel free to contact me with any questions.
You have successfully submitted your application.

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application. All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CHARLESTON, CITY OF

Information current from SAM.gov as of: 02/06/2022

UEI-EFT: DFAMMXJFS5E3

DUNS (includes DUNS+4): 077990786

Employer Identification Number (EIN): 576000226

Organization legal name: CHARLESTON, CITY OF

Organization (doing business as) name: 

Mailing address: 2 GEORGE STREET, SUITE 2601 CHARLESTON, SC 29401-3583

Physical address: 116 MEETING ST CHARLESTON, SC 29401-2216

Is your organization delinquent on any federal debt? N

SAM.gov registration status: Active as of 01/04/2022

✔ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name Charleston Fire Department - Fire Marshal Division

Main address of location impacted by this grant

Main address 1 2 George Street, Suite 3800
Applicant characteristics

The FP&S (Fire Prevention and Safety) program intends to enhance the safety of the public and firefighters with respect to fire and fire-related hazards by assisting fire prevention programs and supporting firefighter health and safety research and development. Grant funds are available in two activities: Fire Prevention and Safety Activity and Research and Development Activity. Please review the Notice of Funding Opportunity for information on available categories within each activity area and for more information on the evaluation process and conditions of award.

Please provide the following additional information about your organization:

Activity: Fire Prevention and Safety (FP&S)

Applicant type: Fire Department/Fire District

What kind of organization do you represent? All Paid/Career

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant.

Yes

Please enter your FDIN/FDID.

10302

Operating budget

What is your organization’s operating budget for programs that enhance the safety of the public and firefighters with respect to fire and fire-related hazards (including fire prevention, fire code enforcement, fire/arson investigation, wildfire prevention, and firefighter health and safety research and development)? Please include costs (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) for the current (at the time of application) fiscal year, as well as the previous two fiscal years.
Current fiscal year:

**2021**

<table>
<thead>
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<th>Fiscal Year</th>
<th>Operating budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$1,526,780.00</td>
</tr>
<tr>
<td>2020</td>
<td>$1,402,821.00</td>
</tr>
<tr>
<td>2019</td>
<td>$1,219,507.00</td>
</tr>
</tbody>
</table>

Please explain the applicant's need for financial assistance to carry out the proposed project(s). Provide detail about the applicant's total operating budget, including a high-level breakdown of the budget. Describe the applicant's inability to address financial needs without federal assistance. Discuss other actions the applicant has taken to meet their needs. Include information on efforts to obtain funding elsewhere and how similar projects have been funded in the past.

The Charleston Fire Department Fire Marshal Division has been allocated a $1,525,780 budget in 2021, which includes all personnel, fringe, and operating costs. 96.08% of the budget covers personnel and fringe benefits, with only 3.91%, or $59,760, for operating costs. The operating cost included all elements to continue the operation of our community outreach efforts, fire investigation supplies, and fire code enforcement programs for the entire department. The allocated operating funds over the last three years have consistently decreased, with the current fiscal experiencing the largest decrease due to budget adjustments related to the pandemic. In the 2019, 93.19% of the budget was dedicated to personnel costs and 6.81%, or $83,045 to operating costs. In 2020, 94.47% of the budget was dedicated to personnel costs and 5.53%, or $77,510 to operating costs. The Fire Marshal Division continues to seek partnership and/or grant funding in order to support current programs or to implement program improvements that cannot be absorbed by the existing operating budget. We have partnered with Safe Kids and South Carolina Department of Health and Environmental Control (DHEC) to support our Child Safety Seat program. We have partnered with the American Red Cross and the State Fire Marshals Office to obtain smoke alarms, carbon monoxide alarms, and bed shakers. We pursued and obtained small grants from Factory Mutual to support our fire investigation program. We also pursued, but did not obtain, a grant from State Farm to bolster our community outreach program.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization’s intent to apply for an Economic Hardship Waiver?

Yes

Which type of waiver will you be applying for?

Cost share: true

Maintenance of effort

**Other funding sources**

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant?

No
This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose?
Yes
Please provide an explanation for other funding sources in the space provided below.
The CFD received a 2021 State Homeland Security Grant for $55,500 for a regional Collapse Search
and Rescue Team, a Hazardous Materials Emergency Preparedness Grant for $7,500 for training, and
a 2020 FEMA Assistance to Firefighter Grant for $1,320,900 to assist with the replacement of SCBA.

Community description

Please provide the following additional information about the community your organization serves.

What type of community does your organization serve?
Urban

What is the permanent resident population of your first due response zone/jurisdiction served?
156536

Please describe your organization and/or community that you serve.
The Charleston Fire Department (CFD) is an all hazard career fire and rescue service. The CFD is a
CPSE/CFAI accredited agency and has a Class 1 rating from ISO. Three shifts staff seventeen engine
companies, four ladder companies, one rescue, and four battalion chiefs, responding from seventeen
strategically located fire stations. Each engine and ladder is staffed with a minimum of four personnel,
including at least one EMT or paramedic. Battalion chiefs are assigned an aide for command support
when staffing permits. The CFD provides a full range of services to the community that includes: fire
suppression, medical response, technical rescue, hazardous materials response, marine firefighting
(land and afloat), an emerging wildland-urban interface team, code enforcement, plans review, fire
investigation, and community risk reduction. The department responded to just over 18,000 calls for
service in 2020. Each shift is staffed with a minimum of 95 firefighters and includes: cross-trained haz-
mat technicians, technical rescue technicians, and marine qualified firefighters placed throughout the
City of Charleston. The command staff is comprised of the fire chief, deputy chief of operations,
deputy chief of planning and professional services, five assistant chiefs; operations, special
operations, training, planning & administration, and professional services as well as the chief fire
marshal. The department also absorbed the City’s Emergency Management Division in 2020. There are
four administrative battalion chiefs that oversee health & safety, accreditation, training, technical
services (fleet and logistics). Command staff is supported by eight administrative positions. The
training division is staffed with four instructor program managers that oversee recruit, incumbent,
EMS and driver training. The fire marshal division is staffed with three deputy fire marshals and eight
assistant fire marshals/inspectors. The technical services division is staffed with a logistics
coordinator and three fire mechanics. Charleston occupies 156 square miles, home to 156,664
residents, and welcomes 7.2 million people to the city each year by air, land, cruise ship and private
marine vessels. Charleston is a major conference destination for leaders at all government and private
sector levels. Over 30,000 students attend the College of Charleston, the Citadel and Medical
University of South Carolina. Target hazards and critical infrastructure at the federal level include a
CDC lab, USDA vegetable lab, SAPWAR-military research and development, Force Protection (maker
of armored military vehicles), a Naval training facility and hospital, Coast Guard base, U.S. District
Federal Court, Naval Weapons Station, and the VA Hospital. Transportation infrastructure includes
rail, international airport, and an active seaport (third busiest container port in the U.S.). There are
several chemical plants less than ½ mile from residential areas, bulk and inter-modal storage yards
that contain hazardous materials, tractor trailers transporting hazardous materials to and from the
port, and radiological shipments passing through the area. The area is susceptible to hurricanes and earthquakes, connected by a dozen bridges, and host to 8,000 historic structures.

Grant request details Grand total: $86,525.00

Program area: Fire prevention and safety

Total requested for Community Risk Reduction activity: $86,525.00

Total requested for Smoke Alarm Installations (door to door with home safety inspection) project: $23,600.00

Other (Explain)
Staff - fringe benefits

BUDGET CLASS
Fringe benefits

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TOTAL $2,200.00

DESCRIPTION
Estimated fringe for two members to coordinate and attend multiple canvasses. Rates based on average overtime rates.

Other (Explain)
Public Service Announcement (PSA) Creation

BUDGET CLASS
Other

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**YEAR** | **QUANTITY** | **UNIT PRICE** | **TOTAL**
---|---|---|---
2 | 0 | $0.00 | $0.00

**TOTAL** | | | $4,000.00

**DESCRIPTION**
Filming, editing, and creation of 2-3 professional grade PSA’s promoting smoke alarms and home safety inspections.

**Other (Explain)**
Printing & Publication

**BUDGET CLASS**
Supplies

**YEAR** | **QUANTITY** | **UNIT PRICE** | **TOTAL**
---|---|---|---
1 | 1 | $1,000.00 | $1,000.00

**YEAR** | **QUANTITY** | **UNIT PRICE** | **TOTAL**
---|---|---|---
2 | 0 | $0.00 | $0.00

**TOTAL** | | | $1,000.00

**DESCRIPTION**
Printing and publication budget for creation and production of handouts, flyers, or similar.

**Other (Explain)**
Smoke Alarms

**BUDGET CLASS**
Supplies

**YEAR** | **QUANTITY** | **UNIT PRICE** | **TOTAL**
---|---|---|---
1 | 600 | $19.00 | $11,400.00

**YEAR** | **QUANTITY** | **UNIT PRICE** | **TOTAL**
---|---|---|---
2 | 0 | $0.00 | $0.00

**TOTAL** | | | $11,400.00
DESCRIPTION
Smoke alarms with 10 year sealed lithium battery.

Other (Explain)
Staff coordination of project

BUDGET CLASS
Personnel

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DESCRIPTION
Estimated staff time to coordinate the project and participate in multiple canvases. Rates based on average overtime rates.

More Details for Smoke Alarm Installations (door to door with home safety inspection).
Please provide the following information about the project you want funded.

Project name
Smoke Alarm Installation Canvas with door to door home safety inspections

Is this a national-level project, with national impact and national dissemination?  No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

Who is the target audience for the planned project?

Adults over 65

People with disabilities (e.g., deaf/hard-of-hearing)
College/university housing

Low-income families/neighborhoods

What is the estimated size of the target audience?

How was this target audience determined?

Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.

22221

Formal Assessment

As part of our ongoing efforts to create a Safer Charleston, we propose conducting targeted smoke alarm canvas and home fire safety inspection activities. The program will involve door-to-door canvas activities, offering to test or install smoke alarm and assist with a home fire safety survey. The target areas will be generated based on recent data and will focus on specific areas based on demographics and incident response. Goal: Increase the number of operating smoke alarms in our community while increasing the home fire safety knowledge of our citizens in order to reduce risk. Objective 1: Identify vulnerable populations in the City based on age, demographics, and call history. Objective 2: Identify underserved areas that include residents over 65 years of age or areas with expanding college housing. Objective 3: Select not less than two project areas based on the previous two objectives and conduct door-to-door canvases, add additional areas as supplies allow.

Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The CFD Fire Marshal Division manages multiple on-going projects related to Community Risk Reduction in the City of Charleston. The Division is responsible for creating and implementing projects and tracking data associated with results. Two similar projects include the "Fire In the Streets" and the "After The Fire" programs. "Fire in the streets" provides the tools, resources, and information for Fire Operations members to conduct periodic neighborhood visits in their response area to meet with the community and address issues such as missing addresses, test smoke alarms, and distributed fire safety material. The "After the Fire Program" provides the
Sustainability: Is it your organization’s intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

We anticipate utilizing all of the allocated alarm within a year of the allocation, any residual alarms, if any, would remain available for installation until the supply is depleted. The program will continue beyond the grant period as long as smoke alarm supplies can be obtained.

Narrative

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

Commitment to Mitigation: Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The Charleston Fire Department Fire Marshal Division actively reduces fire risk through proactive community risk reduction strategies through education, enforcement, and investigations. The Division promotes educational programs, curriculums, and target-specific information sessions to address specific hazards and increase the knowledge of citizens. The Fire Marshals are responsible for the enforcement of the 2018 International Fire Code and utilize this code to conduct fire plan reviews, issue permits, and conduct inspections of new construction and renovations for fire and life safety compliance systems. Fire final inspections of all new construction projects are conducted as well as a Certificate of Occupancy inspection before tenants open to the public.
Routine inspections are conducted within higher risk occupancies throughout the year in order to mitigate risk. Investigations are conducted in order to identify origin and cause, improve data collection, and monitor trends or hazards that may need to be reinforced in the education program or through additional engineering measures.

The key areas targeted by this program will include areas known to include a higher frequency of seniors (65 and older), college housing, and/or areas experience a higher rate of occurrence of fire or fire injury in a residential area. National data indicates seniors are twice as likely to be killed or injured in a fire. Although we have not experienced a high injury or fatality rate in this age group, we continue to respond to incidents in this demographic that have non-operational smoke alarms and general fire safety knowledge and planning is lacking. Local experience has noted the ongoing expansion of the college housing from three colleges in our community. As homes boarding the schools have increase the volume of students we have noted continued responses to these areas with non-operational smoke alarms in the homes and general lack of fire safe behaviors. Local data has identified the neighborhoods in the Charleston community that are experiencing the highest fire rate, these homes are generally in older neighborhoods and are occupied by seniors or the homes have become college-aged housing. This program will focus on these areas and will strive to improve the number of operating smoke alarms in our community while increasing the home fire safety knowledge of our citizens in order to reduce risk.

Vulnerability Statement:

- The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.
- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.
- In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of this NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.
- Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System (NFIRS)) to determine fire loss, burn injuries or loss of life over a period of time,
and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.

**Project Description:** Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project Components
- Review of any existing programs or models that have been successful.
- Detailed description of how the proposed project components fill the identified capability gap
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will play in the successful completion of the proposed project.

This project involves the purchase of smoke alarms, coordination of neighborhood canvas events, installation or alarms and education of the residents who receive the alarms, tracking of installation locations and the number of citizens impacted and creation of short smoke alarm video segments. This smoke alarm purchase program will allow the CFD to target efforts in the areas most at risk (identified by demographics and assessment of response data) while working to reduce the potential and severity of incidents in the community. The program will increase the number of operating smoke alarms in the community, increase knowledge and awareness an alarm maintenance, decrease potential incidents through home surveys while educating citizens on the importance of fire safety measures. The program will seek out partnership with local senior citizen groups, our City Recreation department, and college off-housing coordinators in order to distribute information to these groups as well as identify potential volunteers to work with the CFD. The short video segments will allow us to reach a broader section of the community through social media.

**Implementation Plan:** Each project proposal should include details on the implementation plan which discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives
- Timelines outlining the chronological project steps (this is critical for determining the likelihood of the project's completion within the period of performance)

The goal of the program is to increase the number of operating smoke alarms in our community while increasing the home fire safety knowledge of our citizens in order to reduce risk. This will be accomplished through three primary objectives that include: Identify vulnerable populations in the City based on age, demographics, and call history, identify underserved areas that include residents over 65 years of age or areas with expanding college housing, select not less than two project areas based on the previous two objectives and conduct door-to-door canvases, add additional areas as supplies allow. Immediately following the award of the project the following steps will...
Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed.

Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes).

Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO).

NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.

Evaluation Plan: Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased.

A series of project-level monitoring steps will be taken: appropriate alarms will be purchased in accordance with our procurement policies, applicable data will be reviewed to verify target areas of the canvas, appropriate partners within the service area will be notified, PSA's will be created promoting smoke alarms and fire safety. Within the first quarter of the award period the following steps will be taken: The first canvas activity will be scheduled, appropriate fire department resources will be scheduled, any necessary training or coordination with partner agencies will take place, and the canvas will be conducted. PSA's will be launched throughout the city with additional emphasis on the neighborhood of the upcoming canvas through our social media platforms and local media. Within the second quarter of the award period: The second canvas activity will be scheduled, appropriate fire department resources will be scheduled, any necessary training or coordination with partner agencies will take place, and the canvas will be conducted. PSA's will be launched throughout the city with additional emphasis on the neighborhood of the upcoming canvas through our social media platforms and local media. During the third and fourth quarter of the award: Identify additional supplies remaining from the previous activities and assess our ability to conduct additional neighborhood canvases. The number of homes receiving alarms and the education will be tracked throughout the activity in addition the number of adults and children impacted.

Information and data will be tracked through the program to document results and the impact of the program. Tracking forms will be utilized that will record the number of operating alarms before the visit, the number of alarms installed, the availability of a home escape plan before the visit, and specific questions regarding the occupants knowledge of smoke alarms and home fire safety before the visit. The information will be utilized to track changes and measure
after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy’s “Demonstrating Your Fire Prevention Program’s Worth.”

**Cost Benefit:** Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

The Charleston Fire Department has not been able to budget funds to provide smoke alarms to the community. Smoke alarm purchases over the last several years were made through residual funds that were secured from other budget lines in order to maintain a minimal supply so that we could respond to a citizens requests. This limited supply has not allowed us to proactively conduct large canvas activities without seeking donations or assistance with obtaining alarms. This year, the Charleston Fire Department has taken a substantial reduction in budget funds due to the Pandemic and adjustments to the City Budget related to lost revenues and residual funds are not available to purchase alarms for canvas activities. The effects of COVID-19 have created a projected $64 million budgeted short-fall and loss of revenue in the City of Charleston. The City of Charleston relies greatly on revenues generated from tourism and parking fees, both of which have come to a standstill. The tourism industry has suffered greatly with the stay at home orders issued by our Governor and its own municipal ordinances, which has caused hotels and restaurants, tourist attractions, cruise lines, etc. to halt operations for months, followed by a slow reopening. The City’s General Fund relies heavily on both revenue sources, which is forcing the cutting of expenditures in order to maintain a balanced budget as required by state law. The City of Charleston has reduced spending, enacted a hiring freeze on non-essential employees, and reduced all overtime in the City as a cost saving measure. The City Reserve Fund was used in 2020 to balance the budget, which has
caused the city to re-evaluate future plans. If unsuccessful in obtaining grant funding the department will likely have to defer apparatus replacement in future years. Additional funding is needed in order to move programs forward and address community risk reduction strategies in our community. All costs associated with this project are related to purchasing the necessary equipment and the direct delivery of the program. The coordination of the activities will need to be conducted in addition to normal staff duties and the overtime budget has been eliminated, minimal staff funding has been included to ensure delivery of the program in addition to other assigned duties. If additional staff hours are needed the department will cover the costs and would strive not to turn away events.

Additional Comments: If you have any additional comments about your project, please provide them here.

Total requested for Other (Explain) project:
$31,725.00

Other (Explain)
Portable Generator

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TOTAL $1,500.00

DESCRIPTION
Small portable generator that will be used to power equipment at Community Outreach events.
Other (Explain)

Mechanical & Electrical Improvements to 1967 Mack

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DESCRIPTION
Mechanical and electrical improvements to 1967 Mack to ensure safe operations.

Other (Explain)

Staff time - Oreeton Staff - Special Events

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DESCRIPTION
Estimated cost for two staff members to attend 12 events 4 hours in duration yearly. The project costs are based on the overtime rate for staff.

Other (Explain)

Staff - Prevention Fringe

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TOTAL $3,300.00

DESCRIPTION
Estimated fringe for two staff members to attend 24 events 3 hours long throughout the year. The cost is based on overtime rates.

**Other (Explain)**
Apparatus Tires

**BUDGET CLASS**
Equipment

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TOTAL $4,000.00

DESCRIPTION
New tires and mounting for 1967 Mack.

**Other (Explain)**
Folding tables and chairs

**BUDGET CLASS**
Equipment

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TOTAL $450.00

DESCRIPTION
Two folding tables and 4 chairs to be stored on the vehicle for use at Community Outreach events.

Other (Explain)

Painting (apparatus)

BUDGET CLASS

Other

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TOTAL $14,175.00

DESCRIPTION

Cost to paint acquired 1967 Mack. A quote has been obtained for this work.

Other (Explain)

PA System

BUDGET CLASS

Equipment

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TOTAL $500.00

DESCRIPTION

Portable PA System to be utilized at events to better serve the citizens of Charleston by providing them with safety messages.

More Details for Other (Explain).

Please provide the following information about the project you want funded.

Project name
Community Outreach Vehicle - Historic Mack Fire Engine
Is this a national-level project, with national impact and national dissemination?

No

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region.

No

Who is the target audience for the planned project?

Children under 14

Adults over 65

People with disabilities (e.g., deaf/hard-of-hearing)

College/university housing

Low-income families/neighborhoods

What is the estimated size of the target audience?

150000

How was this target audience determined?

None of the above

Briefly describe the method used to determine the target audience.

This project involves a general community outreach effort that will be applicable to all ages.

Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.

As part of our ongoing efforts to create A Safer Charleston, we recognize the need to create or attend events and activities that increase the interest and interaction of the community. The Charleston Fire Department has re-acquired a 1967 Mack Fire Engine that previously served the community until it was sold, and would like to restore the vehicle to improve our community outreach tools. The apparatus is mechanically sound and in need of general cosmetic improvements and will be stocked and equipped to attend community events. The goal of the project is to enhance community engagement, citizen interactions, and interest in the Charleston Fire Department and the safety messages presented by our team. The objectives include completing cosmetic improvements
Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The CFD Fire Marshal Division manages multiple on-going projects related to Community Risk Reduction in the City of Charleston. The Division is responsible for creating and implementing projects and tracking data associated with results. Two similar projects include the "Fire In the Streets" and the "After The Fire" programs. "Fire in the streets" provides the tools, resources, and information for Fire Operations members to conduct periodic neighborhood visits in their response area to meet with the community and address issues such as missing addresses, test smoke alarms, and distributed fire safety material. The "After the Fire Program" provides the tools and resources for Fire Operations to return to an area following a residential structure fire and meet with residents in the immediate area to address any concerns and promote fire safety following an event.

**Sustainability:** Is it your organization's intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits? Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

**We anticipate utilizing the community outreach vehicle beyond the grant performance period.** The vehicle creates a unique opportunity to engage the community and provide a memorable experience. Partnerships with local and regional public safety partners and safety events will grow and expand as the vehicle becomes another tool to reach our community.

**Narrative**

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does
Commitment to Mitigation: Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The Charleston Fire Department Fire Marshal Division actively reduces fire risk through proactive community risk reduction strategies through education, enforcement, and investigations. The Division promotes educational programs, curriculums, and target-specific information sessions to address specific hazards and increase the knowledge of citizens. The Fire Marshals are responsible for the enforcement of the 2018 International Fire Code and utilize this code to conduct fire plan reviews, issue permits, and conduct inspections of new construction and renovations for fire and life safety compliance systems. Fire final inspections of all new construction projects are conducted as well as a Certificate of Occupancy inspection before tenants open to the public. Routine inspections are conducted within higher risk occupancies throughout the year in order to mitigate risk. Investigations are conducted in order to identify origin and cause, improve data collection, and monitor trends or hazards that may need to be reinforced in the education program or through additional engineering measures.

Vulnerability Statement:

- The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA’s goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a “weak link,” demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application’s Narrative Statement.

With our ongoing efforts to make A Safer Charleston we have identified the need to increase our community outreach efforts and to establish new and creative ways to provide present our message to citizens. Through numerous programs each year we continue to experience greater success in obtaining and holding the community interest through educational messages that are part of interesting event or activity. We have noted greater success at school events when the children know they will an opportunity to view an engine, try on gear, or participate in an activity. We have observed first hand that adults are more interested in learning about risk reduction messages when they can engage and explore a prop or activity instead of simply receiving a handout. As we
- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.
- In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of this NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.
- Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.

**Project Description:** Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project Components
- Review of any existing programs or models that have been successful.
- Detailed description of how the proposed project components fill the identified capability gap
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

This project is targeted at increasing our ability to reach and engage the members of our community in order to deliver an effective risk reduction message. The ability for our community to remain interested and engage in critical so that we may deliver our safety message. The concept of creating an outreach vehicle to improve engagement will assist in bridging this gap but is not financially feasible to the jurisdiction. The CFD has already obtained the vehicle for the project and will work toward improving the vehicle and equipping it for the project. The project includes the cosmetic improvements to the vehicle, general mechanical improvements to ensure safe operations, purchasing items for the vehicle that will be used at community events such as a PA system, tables, chairs, TV, or similar items so this vehicle can serve as the backdrop and resource for a variety of activities. This project will allow us to continue our existing
Implementation Plan: Each project proposal should include details on the implementation plan which discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives
- Timelines outlining the chronological project steps (this is critical for determining the likelihood of the project's completion within the period of performance)
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the activities while enhancing our engagement across a large cross section of our community, with an increased focus on events and activities in areas most at risk (such as lower income neighborhoods), to reduce the potential and severity of incidents. The program will increase the number of citizens receiving direct fire safety education training, materials, and enhance the relationship between the agency and our citizens. Additionally, with changes implement due to the pandemic, we have successfully implement "birthday drive by" parade style events. This include dropping off a small gift bag that includes fire safety materials. This vehicle could participate in these events and potential expand our involvement. The program will seek out partnerships with our neighborhood associations and work cooperatively with events hosted by partners agencies such as the Charleston Police Department and our City Department of Recreation.

The goal of the project is to enhance community engagement, citizen interactions, and interest in the Charleston Fire Department and the safety messages presented by our team. The objectives include completing cosmetic improvements to the apparatus, equipping the engine with outreach and special event supplies, and attending school, community, and neighborhood functions to increase awareness of our citizens. Immediately following the award, within the first quarter or the award period, the following steps will be taken: cosmetic and mechanical improvements to the vehicle will be scheduled and performed, additional supplies and components will be ordered to outfit the apparatus as a community reduction vehicle. Within the second quarter of the award period, a continuing through the grant, the following steps will be taken: PSA's will be created promoting the vehicle, the program, and detailing how the community can request the vehicle. Program
frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes)

- Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for further guidance and requirements, see the Human Subjects Research section of the NOFO)

- NOTE: For applicants proposing a complex project that may require a 24-month Period of Performance, please include significant justification and details in the implementation plan that justify the applicant's need for a Period of Performance of more than 12 months.

**Evaluation Plan:** Projects should include a plan for evaluation of effectiveness and identify measurable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy’s “Demonstrating Your Fire Prevention Program’s Worth.”

**Cost Benefit:** Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner.

The number of events and citizens served will be tracked in order to account for the total number of citizens impacted by the community vehicle. General surveys will be utilized to assess individuals pre and post knowledge when possible during education events. More structured surveys will be utilized, when possible, to assess pre and post knowledge when presenting to groups or organizations (such as neighborhood association meetings, school groups, etc.). The information will be utilized to assess the best scenarios to utilize this tool in the future and consider expanding program use or modify expectations. The information will be retained in our Firehouse RMS system and customer user fields may be developed, as needed, to capture specific data elements.

The Charleston Fire Department has not been able to budget funds to implement a community outreach vehicle. The recent acquisition of the 1967 Mack Fire Engine created an opportunity to further pursue this project and reduce the overall cost of the
manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

Project, however, allocated funding is not adequate to fully implement the concept. This year, the Charleston Fire Department has taken a substantial reduction in budget funds due to the Pandemic and adjustments to the City Budget related to lost revenues and residual funds are not available to purchase alarms for canvas activities. The effects of COVID-19 have created a projected $64 million budgeted shortfall and loss of revenue in the City of Charleston. The City of Charleston relies greatly on revenues generated from tourism and parking fees, both of which have come to a standstill. The tourism industry has suffered greatly with the stay at home orders issued by our Governor and its own municipal ordinances, which has caused hotels and restaurants, tourist attractions, cruise lines, etc. to halt operations for months, followed by a slow reopening. The city’s General Fund relies heavily on both revenue sources, which is forcing the cutting of expenditures in order to maintain a balanced budget as required by state law. The City of Charleston has reduced spending, enacted a hiring freeze on non-essential employees, and reduced all overtime in the City as a cost saving measure. The City Reserve Fund was used in 2020 to balance the budget, which has caused the city to re-evaluate future plans. If unsuccessful in obtaining grant funding the department will likely have to defer apparatus replacement in future years. Additional funding is needed in order move programs forward and address community risk reduction strategies in our community. All costs associated with this project are related to purchasing the necessary equipment and the direct delivery of the program. The coordination of the activities will need to be conducted in addition to normal staff duties and the overtime budget has been eliminated, minimal staff funding has been included to ensure delivery of the program in additional to other assigned duties. If additional staff hours are needed the department will cover the costs and would strive not turn away events.
Additional Comments: If you have any additional comments about your project, please provide them here.

Total requested for Public Education project:
$31,200.00

Other (Explain)
Digital Fire Extinguisher Training Prop

BUDGET CLASS
Equipment

<table>
<thead>
<tr>
<th>YEAR</th>
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DESCRIPTION
Digital Fire Extinguisher Training Prop

Other (Explain)
Staff coordination and delivery of project

BUDGET CLASS
Personnel

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DESCRIPTION
Staff coordination and delivery of the project. Estimating 24 programs, 2 hours each, with 2 staff members. Rates calculated based on average estimated overtime rate.
**Other (Explain)**

**Staff - fringe benefits**

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**TOTAL** $2,200.00

**DESCRIPTION**
Fringe benefits for the staff time assigned to the project. Estimated off current overtime rate.

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**Other (Explain)**

**Printing & Publication**

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**TOTAL** $1,000.00

**DESCRIPTION**
Printing and publication budget for creation and production of handouts, flyers, or similar.

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**Other (Explain)**

**PSA Creation**

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**TOTAL** $5,000.00

**DESCRIPTION**  
Filming, editing, and creation of 2-3 professional grade PSA's promoting fire extinguishers.

**More Details for Public Education.**

Please provide the following information about the project you want funded.

**Project name**  
**Fire Extinguisher Training for Residential Occupants and Neighborhood Associations**

Is this a national-level project, with national impact and national dissemination? **No**

Is this project a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

Who is the target audience for the planned project?  
**Adults over 65**  
**People with disabilities (e.g., deaf/hard-of-hearing)**  
**Low-income families/neighborhoods**

What is the estimated size of the target audience? **140476**

How was this target audience determined? **Informal Assessment**

Please provide a brief synopsis of the proposed project and then identify the specific goals and objectives of your project.  
As part of our ongoing efforts to create A Safer Charleston, we recognize and continue to advocate home fire extinguishers as an essential piece of home safety equipment to control small fires, improve safety, and minimize loss. When utilized correctly, it can reduce the amount of fire damage and extend the occupant(s) ability to exit a structure safely.
Does your grant application include a request for educational props (educational tools), including fire extinguisher trainers?

Yes

Describe how the requested items will be used as part of a comprehensive and detailed public safety education campaign.

Purchase of digital Fire Extinguisher Training Prop and all associated materials needed to operate.

Please explain your experience and ability in developing and conducting (i.e., timely and satisfactory project completion) past fire prevention and safety projects. Additionally, please demonstrate the experience and expertise you have in managing the type of project you are proposing.

The CFD Fire Marshal Division manages multiple on-going projects related to Community Risk Reduction in the City of Charleston. The Division is responsible for creating and implementing projects and tracking data associated with results. Two similar projects include the "Fire In the Streets" and the "After The Fire" programs. "Fire in the streets" provides the tools, resources, and information for Fire Operations members to conduct periodic neighborhood visits in their response area to meet with the community and address issues such as missing addresses, test smoke alarms, and distributed fire safety material. The "After the Fire Program" provides the tools and resources for Fire Operations to return to an area following a residential structure fire and meet with residents in the immediate area to address any concerns and promote fire safety following an event.

**Sustainability:** Is it your organization’s intent to deliver this program after the grant performance period? If so, how will the overall activity be sustained and what are the long-term benefits?

Examples of sustainable projects can be illustrated through the long-term benefits derived from the delivery of the project, the presence of non-federal partners likely to continue the effort, or the demonstrated long-term commitment of the applicant.

**We anticipate utilizing the fire extinguisher trainer beyond the grant period in order to continue to train our community. The program will increase knowledge, skills, and confidence in the use of extinguishers in order to address fire incidents while they are small, therefore**
reducing injuries and the extent of damage. Additionally, the program will continue to build the trust between the community and the fire department as we continue to reduce risk.

**Narrative**

The narrative statements must provide all the information necessary for you to justify your needs and for FEMA to make an award decision. A panel of peer reviewers will evaluate the applications by using the narrative statements below to determine the worthiness of the request for an award. Please ensure that your narrative clearly addresses each of the following evaluation criteria elements to the best of your ability with detailed but concise information. You may either type your narrative statements in the spaces provided below or create the text in your word processing system and then copy it into the appropriate spaces provided below. Please note the narrative block does not allow for formatting. Do not type your narrative using only capital letters. Additionally, do not include tables, special fonts (i.e., quote marks, bullets, etc.), or graphs. Please review the Notice of Funding Opportunity for additional narrative details.

**Commitment to Mitigation:** Fire Department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

The Charleston Fire Department Fire Marshal Division actively reduces fire risk through proactive community risk reduction strategies through education, enforcement, and investigations. The Division promotes educational programs, curriculums, and target-specific information sessions to address specific hazards and increase the knowledge of citizens. The Fire Marshals are responsible for the enforcement of the 2018 International Fire Code and utilize this code to conduct fire plan reviews, issue permits, and conduct inspections of new construction and renovations for fire and life safety compliance systems. Fire final inspections of all new construction projects are conducted as well as a Certificate of Occupancy inspection before tenants open to the public. Routine inspections are conducted within higher risk occupancies throughout the year in order to mitigate risk. Investigations are conducted in order to identify origin and cause, improve data collection, and monitor trends or hazards that may need to be reinforced in the education program or through additional engineering measures.

**Vulnerability Statement:**

- The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA’s goal to

The program will focus residential areas and carrying the message and training to our citizens. Nationally and locally we experience the highest rate of fires and injuries in the residential settings. Many adults encountered
reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a “weak link,” demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application’s Narrative Statement.

- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics, rather than national statistics, when discussing the vulnerability.
- In a clear, to-the-point statement, the applicant should summarize the vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or mitigated.
- For the purpose of this NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.
- Informal risk assessments could include an in-house review of available data (e.g., National Fire Incident Reporting System [NFIRS]) to determine fire loss, burn injuries or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.

Project Description: Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap, due to financial need and/or the vulnerabilities identified in the vulnerability statement. The following information should be included:

The project includes the purchase of a fire extinguisher trainer and the creation of short video PSA's on fire extinguisher use. The fire extinguisher trainer will provide the ability to expand our current educational efforts by providing safe, realistic training, to our residents in a controlled setting. Within our region, we have identified other agencies...
- Project Components
- Review of any existing programs or models that have been successful.
- Detailed description of how the proposed project components fill the identified capability gap
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

**Implementation Plan:** Each project proposal should include details on the implementation plan which discusses the proposed project’s goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives
- Timelines outlining the chronological project steps (this is critical for determining the likeliness of the project’s completion within the period of performance)
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized as part of the implementation plan. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes)
- Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for who have successfully deployed this trainer and have achieved positive feedback. We would review these program to learn from their success and we would strive to focus our program on residents and residential environments. The short video segments will allow us to reach a broader section of the community through social media outlets and increasing the overall awareness and knowledge of fire extinguisher use.

The goal of this request is to increase our direct outreach and interaction with residents, to improve safety in the home, with hands-on fire extinguisher training. The objectives include focusing on residential neighborhoods and associations, increasing educational opportunities for adults, and increasing confidence in the use of fire extinguishers. Outreach activities will be conducted through social media platforms, neighborhood newsletters, and the news media to reach neighborhood associations and similar groups. Presentation will be conducted in small group settings, providing general fire safety education in conformance with our established educational curriculum, with expanded discussions and training on fire extinguishers. Within the first quarter of the award period we will focus on obtaining the equipment, training staff, and amending existing educational programs to include the trainer. Additionally, during the first quarter, promotion and scheduling activities of the program will begin. The program will be operational by the second quarter of the award period with a goal of educating 12 neighborhood or citizen groups and conducting 12 general public education events before the conclusion of the award period. The number of events and citizens served will be tracked in order to account for the total number of citizens impacted by the training.
further guidance and requirements, see
the Human Subjects Research section of
the NOFO

• NOTE: For applicants proposing a
complex project that may require a 24-
month Period of Performance, please
include significant justification and details
in the implementation plan that justify the
applicant’s need for a Period of
Performance of more than 12 months.

Evaluation Plan: Projects should include a plan
for evaluation of effectiveness and identify
measurable goals. Applicants seeking to carry
out awareness and educational projects, for
example, should identify how they intend to
determine that there has been an increase in
knowledge about fire hazards, or measure a
change in the safety behaviors of the audience.
Applicants should demonstrate how they will
measure risk at the outset of the project in
comparison to how much the risk decreased
after the project is finished. There are various
ways to measure the knowledge gained about
fire hazards, including the use of surveys, pre-
and post-tests, or documented observations.
Applicants are encouraged to attend training on
evaluation methods, such as the National Fire
Academy’s “Demonstrating Your Fire Prevention
Program’s Worth.”

Cost Benefit: Projects will be evaluated and
scored by the Peer Review Panelists based on
how well the applicant addresses the fire
prevention needs of the department or
organization in an economic and efficient
manner. The applicant should show how it will
maximize the level of funding that goes directly
into the delivery of the project. The costs
associated with the project also must be
reasonable for the target audience that will be
reached, and a description should be included of
how the anticipated project benefit(s) (quantified
if possible) outweighs the cost(s) of the
requested item(s). The application should
provide justification for all costs included in the
project in order to assist the Technical Evaluation
Panel with their review.

The number of events and citizens served will
be tracked in order to account for the total
number of citizens impacted by the training.
General surveys will be utilized to assess
individuals pre and post knowledge of
extinguisher use during special events. More
structured surveys to assess pre and post
knowledge will be utilized when presenting to
groups or organizations (such as
neighborhood association meetings).
Additionally, we will create an online form to
solicit feedback from residents who utilized a
fire extinguisher in the hopes of identifying
program changes, based on their experience,
or identifying residents who attended our
program and can offer feedback.

The Charleston Fire Department has not been
able to budget funds to purchase a fire
extinguisher trainer for our community. This
year, the Charleston Fire Department has
taken a substantial reduction in budget funds
due to the Pandemic and adjustments to the
City Budget related to lost revenues and
residual funds are not available to purchase
alarms for canvas activities. The effects of
COVID-19 have created a projected $64
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in the City of Charleston. The City of
Charleston relies greatly on revenues
generated from tourism and parking fees,
both of which have come to a standstill. The
tourism industry has suffered greatly with the
stay at home orders issued by our Governor
and its own municipal ordinances, which has
caused hotels and restaurants, tourist attractions, cruise lines, etc. to halt operations for months, followed by a slow reopening. The City’s General Fund relies heavily on both revenue sources, which is forcing the cutting of expenditures in order to maintain a balanced budget as required by state law. The City of Charleston has reduced spending, enacted a hiring freeze on non-essential employees, and reduced all overtime in the City as a cost saving measure. The City Reserve Fund was used in 2020 to balance the budget, which has caused the city to re-evaluate future plans. If unsuccessful in obtaining grant funding the department will likely have to defer apparatus replacement in future years. Additional funding is needed in order move programs forward and address community risk reduction strategies in our community. All costs associated with this project are related to purchasing the necessary equipment and the direct delivery of the program. The coordination of the activities will need to be conducted in addition to normal staff duties and the overtime budget has been eliminated, minimal staff funding has been included to ensure delivery of the program in addition to other assigned duties.

Additional Comments: If you have any additional comments about your project, please provide them here.

Grant request summary

The table or tables below summarize the number of items and total cost within each FP&S activity category you have requested funding for. This table or tables will update as you change the items within your grant request details.

Fire prevention and safety

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<tr>
<td>Community Risk Reduction-Smoke Alarm Installations (door to door with home safety inspection) Smoke Alarm Installation Canvas with door to door home safety inspections</td>
<td>5</td>
<td>$23,600.00</td>
</tr>
<tr>
<td>Community Risk Reduction-Other (Explain) Community Outreach Vehicle - Historic Mack Fire Engine</td>
<td>8</td>
<td>$31,725.00</td>
</tr>
<tr>
<td>Community Risk Reduction-Public Education Fire Extinguisher Training for Residential Occupants and Neighborhood Associations</td>
<td>5</td>
<td>$31,200.00</td>
</tr>
<tr>
<td>Total</td>
<td>18</td>
<td>$86,525.00</td>
</tr>
</tbody>
</table>

Is your proposed project limited to one or more of the following activities: Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

Yes

## Budget summary

### Budget summary

<table>
<thead>
<tr>
<th>Object class categories</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
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<td>Fringe benefits</td>
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<td>$7,700.00</td>
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<td>Equipment</td>
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<td>Supplies</td>
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<tr>
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<td>$0.00</td>
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<tr>
<td>Object class categories</td>
<td>Year 1</td>
<td>Year 2</td>
<td>Total</td>
</tr>
<tr>
<td>------------------------------</td>
<td>---------</td>
<td>---------</td>
<td>----------</td>
</tr>
<tr>
<td>Construction</td>
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<td>Other</td>
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<td><strong>Total direct charges</strong></td>
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<tr>
<td>Indirect charges</td>
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<td>$0.00</td>
<td>$0.00</td>
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<td>Program income</td>
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**Non-federal resources**

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<thead>
<tr>
<th>Resource</th>
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<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>State</td>
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<td></td>
</tr>
<tr>
<td>Other sources</td>
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<td></td>
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<tr>
<td><strong>Remarks</strong></td>
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</table>

**Total Federal and Non-federal resources**

<table>
<thead>
<tr>
<th>Resources</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal resources</td>
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<td>$82,404.76</td>
</tr>
<tr>
<td>Non-federal resources</td>
<td>$4,120.24</td>
<td>$0.00</td>
<td>$4,120.24</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$86,525.00</td>
<td>$0.00</td>
<td>$86,525.00</td>
</tr>
</tbody>
</table>

**Contact information**

**No**

**Secondary point of contact**

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant application, and have the authority...
to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

Josh Smith
Deputy Fire Marshal
Primary phone 8437243429
Work
Additional phones 8434088543
Mobile

Fax
smithjo@charleston-sc.gov

Assurance and certifications

OMB number: 4040-0007, Expiration date: 02/28/2022 View burden statement

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007
Expiration Date: 02/28/2022

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM’s Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1688), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§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; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.


10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1965, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).


13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of
historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person...
who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

OMB number: 4040-0013, Expiration date: 02/28/2022 View burden statement

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013
Expiration Date: 02/28/2022

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than $100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

1. Type of federal action: grant
2. Status of federal action: bid/offer/application
3. Report type: initial filing
4. Name and address of reporting entity: Prime
   Name City of Charleston
   Street 1 80 Broad Street
   Street 2
   City Charleston
State: SC
Zip: 29401
Zip Ext: 2901
Congressional district, if known: 1st
6. Federal department/agency: US DOJ
7. Federal program name/description: Office of Justice Programs
CFDA number, if applicable: 16.738
8. Federal action number, if known:
9. Award amount, if known: $0.00
10a. Name and address of lobbying registrant:
Prefix
First name: Burr Forman McNair
Middle name
Last name: Burr Forman McNair
Suffix
Street 1: 1221 Main Street
Street 2: Suite 1800
City: Columbia
State: SC
Zip: 29211
Zip Ext
10b. Individual performing services: (including address if different from No. 10a)
Prefix
First name: Michael
Middle name
Last name: Tongour
Suffix
Street 1: 601 13th St. NW
Street 2: Suite B2
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

**Notice of funding opportunity**

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award’s Period of Performance (POP).

**Accuracy of application**

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

**Authorized Organizational Representative for the grant**

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

**Authorization to submit application on behalf of applicant organization**

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Fire Chief Daniel Curio DEPT. Fire
SUBJECT: CHARLESTON FIRE DEPARTMENT - 2022 STATE HOMELAND SECURITY GRANT
REQUEST: To submit the 2022 State Homeland Security grant in the amount of $101,500 for Charleston FD Collapse Search and Rescue Team.

COMMITTEE OF COUNCIL: W & M DATE: March 8, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
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<td></td>
<td></td>
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<tr>
<td>Charleston Fire Dept.</td>
<td>X</td>
<td></td>
<td>[Signature]</td>
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<tr>
<td>Grants Manager</td>
<td>X</td>
<td></td>
<td>[Signature]</td>
<td></td>
</tr>
</tbody>
</table>

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: [Signature]

FISCAL IMPACT:
There is no financial impact with this grant in the FY22 or 23 Budget. This is a no match grant.

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.
To: Mayor John J. Tecklenburg  
    City Council

From: Chief Daniel M. Curia  

Date: February 24, 2022

Subject: 2022 State Homeland Security Grant Program (SHSP) grant application

The purpose of the 2022 SHSP grant program is to support state and local efforts to prevent, respond, and recover from terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

The Charleston Fire Department (CFD) requests to submit a proposal for 2022 SHSP grant. The CFD is the host agency for the Charleston Collapse Search and Rescue Team and is seeking continued funding for our Type II Regional Collapse Search and Rescue Team.

This is a request to apply for grant funding as submitted to the State Approving Agency (SAA) in the amount of $101,500 (no match) for rescue equipment, search equipment, collapse rescue equipment, personal protective equipment, and training. These various items are to be updated and replace the existing cache equipment for the South Carolina Task Force III (SC-TF3).

The closing date for this application is March 25, 2022. The project performance start date for this grant is October 1, 2022 and ends September 31, 2023. This grant does not require a match.

Please feel free to contact me with any questions.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Mindy Sturm
DEPT. Executive/MOCYF
SUBJECT: AMERICORPS VISTA GRANT AWARD ACCEPTANCE
REQUEST: Approval to accept the AmeriCorps VISTA Grant Award, providing up to 19 AmeriCorps Members and 16 Summer Associates to serve in the Charleston Community with non-profits and organizations focused on eradicating poverty.

COMMITTEE OF COUNCIL: W&M
DATE: March 8, 2022

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

Corporate Counsel: ☑ N/A: ☑ Signature of Individual Contacted: Signature of Mindy Sturm: ☑
Cap. Proj. Cmte. Chair: ☑ N/A: ☑ Executive Director: ☑ N/A: ☑ Grants Manager: ☑ N/A: ☑ Attachment: ☑

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 ☑

NEED: Identify any critical time constraint(s).

CFO’s Signature: [Signature]
FISCAL IMPACT:
There is no fiscal impact; the cost share will be provided through site fees received from the participating organizations.

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.
CORPORATION FOR NATIONAL AND COMMUNITY SERVICE
AmeriCorps VISTA

MEMORANDUM OF AGREEMENT

Between

CHARLESTON, CITY OF
116 Meeting St.
Charleston, SC 29401-2216
EIN: 576000226
DUNS Number: 077990786

and

Corporation for National and Community Service
South Carolina State Office
Corp. for National and Community Service
250 E Street SW
Washington, DC 20525-3249

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) CHARLESTON, CITY OF, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to twenty-one (21) AmeriCorps VISTA members and up to sixteen (16) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to $30,624.00 to cost-share up to two (2) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to nineteen (19) AmeriCorps VISTA member(s) and up to sixteen (16) Summer Associates supported by CNCS. The Sponsor's cost-share of up to two (2) VISTAs and Summer Associates is subject to annual review and renewal. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in the linked Provisions.

This Agreement shall become effective on the date of 02/27/2022 or the execution of this Agreement, whichever is later. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement and the linked Provisions. Activity on the project shall be deemed to have begun on 02/27/2022 and shall end thereafter on 02/25/2023, unless terminated sooner by either or both of the parties.

Click below to view:
General Provisions of the Cost Share MA
In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

**Sponsor**

By: ________________________________  
(Sponsor signature)

Name: Melinda Jean Sturm

Title: Director

Date: ________________________________

CHARLESTON, CITY OF  
Address: 116 Meeting St.  
Charleston, SC 29401-2216

Phone: (843) 965-4190

Sponsor Location Code Number: 61217

Sponsor UEI Number:

Sponsor DUNS Number: 077990786

**Corporation for National and Community Service**

By: ________________________________  
(State Director signature)

Name: Myra Cunningham

Title: Senior Portfolio Manager

Date: ________________________________

Corporation for National and Community Service  
Address: South Carolina State Office  
Corp. for National and Community Service  
250 E Street SW  
Washington, DC 20525-3249

Phone: 202-815-4971
TO: John J. Tecklenburg, Mayor  
FROM: Frank Newham / Andrew Jones  
DEPT. Stormwater Management  
SUBJECT: LOW BATTERY SEAWALL REPAIRS-PHASE III CONSTRUCTION CONTRACT  
REQUEST: Approval of a Construction Contract with Gulf Stream Construction Company, Inc., in the amount of $21,496,256.00 for the restoration of the Low Battery Seawall from Limehouse to King Street, including $3,729,783.61 of work to be funded by CWS. With the 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.

COMMITTEE OF COUNCIL: Ways & Means  
DATE: March 8, 2022  
COORDINATION: This request has been coordinated with:  
(attach all recommendations/reviews)  

CPR Committee Chair  
Yes  
N/A  
Signature of Individual Contacted  
Attachment  

Corporate Counsel  
✓  
N/A  

Stormwater Mgt Director  
✓  

MBE Manager  
X  

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

If yes, provide the following:  
Dept/Div  

Stormwater Mngmt.  
Acct # 051160-58240  

Balance in Account  $21,496,256.00  
Amount needed for this item  $21,496,256.00  
Project Number  CP1526  

NEED: Identify any critical time constraint(s).  

CFO’s Signature:  

FISCAL IMPACT: Approval of this will institute a $51,303,289.39 project budget, of which the $21,496,256.00 Construction Contract will be funded. The funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal accommodations Tax Funds ($15,651,479.68), Charleston County accommodations Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and a future Hospitality Revenue Bond to cover the rest of the project.

Mayor’s Signature:  

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.
### Low Battery Sewer Repairs (081160) DRAFT BUDGET

#### DESIGN / ENGINEERING

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Budget</th>
<th>Expenses To Date</th>
<th>Cost Variance</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05110-00235</td>
<td>Engineering &amp; Survey</td>
<td>$205,940.00</td>
<td>$205,940.00</td>
<td>$0.00</td>
<td>$0.00</td>
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</tr>
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</table>

#### CONSTRUCTION

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Budget</th>
<th>Expenses To Date</th>
<th>Cost Variance</th>
<th>Remaining Balance</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>05110-06223</td>
<td>Phase I Construction</td>
<td>$16,300,000.00</td>
<td>$16,300,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>05110-06224</td>
<td>CD1 (excavation and pipeline replacement)</td>
<td>$208,131.00</td>
<td>$208,131.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>05110-06225</td>
<td>CD2 (excavation, trenching, and removal of service laterals)</td>
<td>$33,100.00</td>
<td>$33,100.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>05110-06226</td>
<td>CD3 (pipeline rehabilitation)</td>
<td>$2,160,000.00</td>
<td>$2,160,000.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td>05110-06227</td>
<td>CD4 (pipeline rehabilitation)</td>
<td>$1,073,600.00</td>
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<td>$0.00</td>
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</tr>
<tr>
<td>05110-06228</td>
<td>CD5 (pipeline rehabilitation)</td>
<td>$994,800.00</td>
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</tr>
<tr>
<td>05110-06229</td>
<td>CD6 (pipeline rehabilitation)</td>
<td>$72,288.00</td>
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</tr>
<tr>
<td>05110-06230</td>
<td>CD7 (pipeline rehabilitation)</td>
<td>$472,703.00</td>
<td>$472,703.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

#### FUNDING SOURCES

<table>
<thead>
<tr>
<th>Year</th>
<th>Source</th>
<th>Amount</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016</td>
<td>Hospitality</td>
<td>$1,961,066.00</td>
<td>$1,961,066.00</td>
</tr>
<tr>
<td>2017</td>
<td>Hospitality</td>
<td>$3,567,805.00</td>
<td>$3,567,805.00</td>
</tr>
<tr>
<td>2018</td>
<td>Hospitality</td>
<td>$472,980.00</td>
<td>$472,980.00</td>
</tr>
</tbody>
</table>

#### PROJECT SUMMARY

| Available Funding | $51,052,835.00 |
| Project Needed | $78,041,335.00 |
| Project Balance | ($27,000,000) |

*Data as of 3/1/2022*
February 3rd, 2022

Frank Newham  
Senior Project Manager  
City of Charleston  
2 George St.  
Charleston, SC 29401

RE: Low Battery Restoration Project – Phase III  
JMT Job No. 14-1139-006

Mr. Newham:

Johnson, Mirmiran & Thompson (JMT) has evaluated the bids received on January 27th, 2022 for Phase III of the Low Battery Restoration Project.

Three [3] bids were received as shown below.

<table>
<thead>
<tr>
<th>Company</th>
<th>Bid Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulf Stream Construction Company, Inc.</td>
<td>$21,496,256.00</td>
</tr>
<tr>
<td>Kiewit Infrastructure South, Co</td>
<td>$25,829,410.00</td>
</tr>
<tr>
<td>Truluck Construction, Inc.</td>
<td>$22,690,843.00</td>
</tr>
<tr>
<td>Engineer’s Estimate of Probable Construction Costs</td>
<td>$20,032,364.00</td>
</tr>
</tbody>
</table>

The apparent low bid was submitted by Gulf Stream Construction Company, Inc. in the amount of $21,496,256.00. No alternates were requested for this project. We conducted a review of the bid and believe the bid was responsive. The bid amount was compared to the Engineer’s Estimate of Probable Construction Costs and found to be higher than, and within 7% of, the Engineer’s Estimate. We believe the rising material and labor shortages due to abnormally high inflation rates and COVID-19 were the driving factors for the higher than expected bid prices.

The breakdown for Gulfstream’s bid is as follows:

<table>
<thead>
<tr>
<th>Company</th>
<th>CWS Work</th>
<th>City Work</th>
<th>Total Bid Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulf Stream Construction Company, Inc.</td>
<td>$2,729,883.61</td>
<td>$18,766,372.39</td>
<td>$21,496,256.00</td>
</tr>
</tbody>
</table>

Upon review by the City, JMT and Charleston Water System (CWS), and through subsequent discussions with Gulf Stream, the bid form was adjusted to move $9,085.59 of the mobilization fee from Section C. in the bid form (CWS Utility Work) to the mobilization fee in Section F (General Requirements). This move was made since the mobilization fee from Section C was greater than the allowable 3% maximum by CWS. The resulting Section F mobilization fee for the project is still less than the 5% maximum for this project. This revision did not increase the overall bid amount and maintains Gulf Stream’s position as the lowest responsive bidder.
The final breakdown for Gulfstream's bid is as follows:

<table>
<thead>
<tr>
<th></th>
<th>CWS Work</th>
<th>City Work</th>
<th>Total Bid Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gulf Stream Construction Company, Inc.</td>
<td>$2,720,798.02</td>
<td>$18,775,457.98</td>
<td>$21,496,256.00</td>
</tr>
</tbody>
</table>

Based on our review, we recommend that the City proceed into contract negotiations for the Low Battery Restoration Project – Phase III with Gulf Stream Construction Company, Inc.

If you have any questions or need further information, please do not hesitate to contact me at 843-779-3700 or joconnor@jmt.com.

Johnson, Mirmiran, and Thompson

Jim O'Connor, P.E.
Vice President
LOW BATTERY RESTORATION PROJECT
PHASE III (LIMEHOUSE ST. TO KING ST.)

Mayor John J. Tecklenburg

City Council

Boyd Gregg
Kevin Shealy
Jason Sakran
Robert M. Mitchell
Karl L. Brady, Jr.
William Dudley Gregorie

Perry K. Waring
Michael S. Seekings
A. Peter Shahid, Jr.
Stephen Bowden
Ross A. Appel
Caroline Parker
SECTION 01105  

ADVERTISEMENT FOR BIDS

PROJECT: LOW BATTERY RESTORATION PROJECT – PHASE III (LIMEHOUSE ST. – KING ST.)

OWNER: City of Charleston

RECEIPT OF BIDS: Separate sealed bids for the construction of the above referenced project will be received by the Owner at their office, January 27, 2022 until 2:00 p.m., local time at the Department of Stormwater Management, Engineering Division, 2 George Street, Suite 2100, Charleston, South Carolina, 29401 and at said office will be opened and read aloud. Please note due to COVID-19, public access to City offices may be restricted. Contractors interested in hand-delivering Bids should contact Frank Newham at newhamj@charleston-sc.gov or 843-724-3713 in a timely manner to make an informed decision on submitting a Bid.

PROJECT DESCRIPTION: The Work will include removal and replacement of storm drain pipes and structures, water mains and appurtenances, sanitary sewer pipes and structures, and coordination with other utilities as necessary; removal and construction of a raised concrete sidewalk on micro-piles; construction of a concrete seawall on and extending from the existing seawall; removal and replacement of asphalt roadway including all associated signage, striping, and brick and/or concrete medians and raised crossings; removal and replacement of granite curbing using new and salvaged materials; installation of light pole footings and electrical conduit; and traffic control; all as shown in the Drawings.

CONTRACTOR QUALIFICATIONS: The City of Charleston received Statements of Qualifications for the Low Battery Restoration Project – Phase III on September 27, 2021 and has pre-qualified all contractors eligible to submit a bid for this project. Bids from contractors who were not pre-qualified will not be accepted. Additionally, the Commissioners of Public Works has pre-qualified contractors eligible to perform work on CPW owned utilities. The list of CPW approved contractors can be found in Section 16 of the Supplemental Conditions.

PRE-BID MEETING: The City of Charleston will hold a MANDATORY virtual pre-bid meeting on January 4, 2022 at 10:00 AM via Microsoft Teams. See information below to join the meeting, or contact Maria Wright at wrighima@charleston-sc.gov for a link to the meeting.

Join on your computer or mobile app
Click here to join the meeting
Join with a video conferencing device
123974506@teams.bjn.vc
Video Conference ID: 119 443 207 4
Alternate VTC instructions
Or call in (audio only)
+1 443-948-6058, 432330901# United States, Baltimore
Phone Conference ID: 432 330 901#
Find a local number | Reset PIN

DOCUMENTS AVAILABLE: A link to a downloadable file will be sent to all pre-qualified contractors.

SECURITY: Each bid must be accompanied by a certified check of the Bidder, or by a Bid Bond made payable to the Owner, for an amount equal to not less than 5% of the total bid as a guarantee that, if the bid is accepted, the required Agreement will be executed and that a 100% Performance Bond and 100% Payment Bond will be furnished.

OWNER’S RIGHTS: The Owner reserves the right to waive any informalities in bidding and to reject all Bids if it is in the Owner's best interest to do so. Unless all bids are rejected, award will be to the low responsive, responsible Bidder.
WOMEN'S AND MINORITY BUSINESS GOALS: This contract requires compliance with the City of Charleston's minority and women-owned business goals. Bids will not be accepted without compliance with this program. All bidders are advised to familiarize themselves with the City's women's and minority business goals early in the bid preparation process as time is required to properly seek out and solicit qualified women and minority businesses. Goals with regards to Women's and Minority Business Enterprises are specified in Section 01110.

Mr. Matthew Fountain PE, PG
Director of Stormwater Management
City of Charleston

(End of Section 01105)
SECTION 01110  INFORMATION FOR BIDDERS

1. RECEIPT AND OPENING OF BIDS: Bids will be received at the time and place as specified in the Advertisement for Bids, and then at said office opened and read aloud. Late Bids will not be accepted nor considered.

2. LICENSES: The attention of Bidders is directed to the provisions of the acts for licensing of General Contractors for the State of South Carolina and all requirements of such acts which have bearing upon this work shall be deemed a part of the Specifications as if written therein in full. The showing by the Contractor of his license number shall be deemed as the Contractor's representation that he is legally qualified to enter into the prescribed Contract for any or all portions of the work included in his Bid.

All Bidders submitting a Bid shall have a currently valid State of South Carolina Contractor's License for performing work under this contract. Required license numbers shall be shown on the Bid form immediately below the signature identification and on the face of the sealed envelope containing the submitted Bid.

Subcontractors who will be engaged by the General Contractor shall also hold the required licenses.

3. BID SECURITY: Each Bid must be accompanied by a certified check of the Bidder, or a Bid Bond duly executed by the Bidder as principal and having as surety thereon a surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner, in an amount not less than five (5) percent of the Bid. Such check or Bid Bond will be returned to all except the three (3) lowest Bidders within three (3) days after the opening of Bids, and the remaining checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Agreement, or, if no award has been made within 45 days after the date of the opening of Bids, upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his Bid.

4. GUARANTY BONDS: The Bidder to whom the contract is awarded will be required to execute the Agreement within 10 calendar days from the date when Notice of Apparent Low Bid is delivered to the Bidder.

The Bidder to whom the contract is awarded will be required to obtain the Performance Bond and Payment Bond, each in the sum of the full amount of the Contract Price, within 10 calendar days from the date when Notice of Intent to Award is delivered to the Bidder.

The Bonds must be duly executed and acknowledged by the Bidder as principal and by a corporate surety company qualified to do business under the laws of the State of South Carolina and satisfactory to the Owner as surety, for the faithful performance of the Contract and payment for labor and materials. The premiums for such Bonds shall be paid by the Contractor.

Each Bond must be valid for one year beyond the date of final acceptance of the project.

5. EXECUTION OF CONTRACT: The Owner, within 10 days of receipt of an Agreement signed by the party to whom the Agreement was awarded, shall send the Agreement to City Council for approval and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

6. POWER OF ATTORNEY FOR BONDS: Attorneys-in-fact who sign Bid Bonds or Performance Bonds or Payment Bonds must file with each Bond a certified and effective dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful Bidder, upon his failure or refusal to execute and deliver the Contract and Bonds required within 10 days after he has received notice of the acceptance of his Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his Bid.

8. **LAWS AND REGULATIONS:** All applicable laws, 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 as though herein written out in full.

9. **NON-ResIDENT CONTRACTORS:** A Bidder, who is a non-resident contractor, shall be aware of Section 12-9-310, Article 3, of the South Carolina Income Tax Act of 1926, as amended. This article requires the Owner entering into a contract with a non-resident taxpayer, where such contract exceeds ten thousand dollars, to withhold two percent (2%) of each and every payment made to the non-resident.

   The funds deducted from the payment made to the non-resident taxpayer are funds deemed to be held in trust for the State of South Carolina and will be reported by the Owner to the South Carolina Tax Commission. This deduction is in addition to the retainage deductions specified in the General Conditions.

   The withholding of two percent (2%) from payments made to the non-resident taxpayer may be waived only if the non-resident taxpayer shall insure the South Carolina Tax Commission by posting an acceptable bond in the sum of two percent (2%) of the total contract amount. The Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.

10. **EXAMINATION OF DRAWINGS AND SPECIFICATIONS:** Each Bidder shall carefully examine Drawings and Specifications and all Addenda or other revisions thereto and thoroughly familiarize himself with the detailed requirements thereof prior to submitting a Bid. If any Bidder is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Documents, or if any error, discrepancy, conflict, or omission is noted, the Bidder should immediately contact the Engineer in writing and request clarification. The Engineer will clarify the intent of the Documents and/or correct such error, discrepancy, conflict, or omission, and will notify all Bidders by Addendum in cases where the extent of work or the cost thereof will be appreciably affected. No allowance will be made after Bids are received for oversight by a Bidder.

11. **EXAMINATION OF SITE:** Each Bidder shall visit the site of proposed work and fully acquaint himself with conditions relating to construction and labor so he may fully understand facilities, difficulties, and restrictions attending execution of work under contract. By executing the Agreement, the Contractor represents that he has visited the site, familiarized himself with the local conditions under which the work is to be performed, and correlated his observations with the requirements of the Contract Documents.

12. **INFORMATION NOT GUARANTEED:** All information given on the Drawings or in the Contract Documents relating to subsurface conditions, existing structures, location of utilities, sewer inverts, or other information on existing facilities, is from the best sources at present available to the Owner. All such information is furnished only for the information and convenience of the Bidders.

   It is agreed and understood that the Owner does not warrant or guarantee that the conditions, pipes, or other structures encountered during construction will be the same as those indicated on the Drawings or in the Contract Documents. The Bidder must satisfy himself regarding the character, quantities, and conditions of the various materials and the work to be done.

   It further is agreed and understood that the Bidder or the Contractor will not use any of the information made available to him or obtained in any examination made by him in any manner as a basis or ground of claim or demand of any nature, against the Owner or the Engineer, arising from or by reason of any variance which may exist between the information offered by the actual
materials or structures encountered during the construction work, except as may otherwise be provided for in the Contract Documents.

If any work is performed by the Contractor, or any subcontractor, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing conditions, or damage to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

13. COMPLETE WORK REQUIRED: The Drawings, Specifications, and all supplementary documents are essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to be cooperative, to describe and provide for a complete work. In case of discrepancy on the Drawings, figured dimensions shall govern. In case of omissions from the Specifications as to items of equipment and materials or quantities thereof, the Drawings shall govern. It shall be the responsibility of the Bidder to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to letting date.

14. ADDENDA AND INTERPRETATIONS: No interpretation of the meaning of the Drawings, Specifications, or other Bid Documents will be made orally to any Bidder by the Engineers prior to award of the contract.

Every request for such interpretation should be by e-mail to: J. Frank Newham at newhamj@charleston-sc.gov. To be given consideration, such request must be received at least 10 days prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions will be made in the form of written Addenda to the Specifications which, if issued, will be emailed to all prospective Bidders (at the respective email addresses furnished for such purposes), not later than 5 days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his Bid as submitted. All Addenda so issued shall become part of the Contract Documents.

15. TIME FOR COMPLETION: The Bidder must agree to commence work within the time stipulated in the Agreement. The Bidder also must agree to fully complete the project within the time stipulated in the Agreement.

16. LIQUIDATED DAMAGES: The Bidder must agree to pay as liquidated damages the amount set forth in the Agreement for each consecutive calendar day that the work is incomplete after the date of completion.

17. WRITTEN MODIFICATIONS: Any Bidder may modify his Bid by written communication at any time prior to the scheduled closing time for receipt of Bids, provided such written communication is received by the Owner prior to the closing time. The written communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened.

18. WITHDRAWAL OF BIDS: Any Bidder may withdraw his Bid, either personally or by written request, at any time prior to the scheduled time for opening of Bids or authorized postponement thereof.

No Bidder may withdraw his Bid for a period of 90 days after the date set for the opening thereof, and all Bids shall be subject to acceptance by the Owner during this period.

19. IRREGULAR BIDS: A Bid will be considered irregular and may be rejected for any one of the following reasons:

19.1 If the Bid is on a form other than that furnished by the Owner; or if the form is altered or any part detached.
19.2 If there are unauthorized additions, conditional or alternate Bids, or irregularities of any kind which may tend to make the Bid incomplete, indefinite, or ambiguous as to its meaning.

19.3 If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

19.4 If the Bid does not contain a price for each item listed.

19.5 If the Bid does not contain the aggregate of the Bid, obtained by adding the extended amounts of the various items, if applicable.

19.6 If the Bid contains obviously unbalanced Bid prices.

19.7 If there is reason to believe that any Bidder is interested in more than one Bid on the same project or that there has been collusion among the Bidders.

20. DISQUALIFICATION OF BIDDERS: More than one Bid from an individual, a firm or partnership, a corporation or any association, under the same or different names, will not be considered. Reasonable grounds for believing that any Bidder is interested as a principal in more than one Bid for the work contemplated will cause the rejection of all Bids in which such Bidder is believed to be interested. Any or all Bids will be rejected if there is reason to believe that collusion exists among the Bidders. Contracts will be awarded only to responsible Bidders capable of performing the class of work contemplated within the time specified, and having sufficient resources and finances to carry on the work properly.

21. ACCEPTANCE OR REJECTION OF BIDS: The Owner reserves the right to reject any and all Bids when such rejection is in the interest of the Owner; to reject the Bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature; and to reject the Bid of a Bidder who is not, in the opinion of the Engineer, in a position to perform the Contract. The Owner also reserves the right to waive any informalities and technicalities in Bidding. The Owner may also accept or reject any of the alternates that may be set forth on the Bid.

22. METHOD OF AWARD: Unless all Bids are rejected, the Contract will be awarded to the lowest responsive, responsible Bidder for the Low Battery Restoration Project – Phase III (Limehouse St. – King St.). A responsive Bidder is defined as one whose Bid is complete and submitted in accordance with the Contract Documents without omissions, exceptions, special conditions, or alternate Bids (unless specifically requested in the Bid form). A responsible Bidder is defined as one who is legally licensed to Bid and perform work in the State of South Carolina, maintains a permanent place of business, has adequate plant equipment to complete the work properly and within the established time limit, has adequate financial status to meet his obligations contingent to the work, and is considered by the Owner and Engineer to be capable of performing the work in accordance with the Contract Documents.

23. NOTICE TO PROCEED: The Notice to Proceed will be issued within 10 days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the 10-day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

24. ESTIMATED QUANTITIES: Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the Drawings and Specifications, including Addenda. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.
25. **EASEMENTS:** There are no anticipated easements required for this project. If an easement is required, the Owner will obtain it. Entry onto other private property by Contractor shall be made by separate agreement with the property owner. No additional compensation will be allowed for such agreements.

26. **WORK IN STATE RIGHTS-OF-WAY:** The Owner will obtain the necessary permits for construction across State Highway rights-of-way. The Contractor shall abide by all rules, regulations, and requirements of these agencies in regard to construction under this contract, including the giving of notices, provisions for inspections, and employment of such methods of construction as may be required. Wherever these Specifications may be in conflict with the regulations or requirements of these agencies, such regulations shall govern and these Specifications shall be modified to such extent as necessary to conform to the said rules, regulations, and requirements. Wherever additional costs are incurred due to requirements of these agencies, such additional periods of maintenance, special features of construction, etc., all such costs shall be included in the prices Bid. No additional compensation will be allowed for such costs after award of the Contract.

27. **RIGHT TO INCREASE OR DECREASE THE AMOUNT OF WORK:** The work comprises approximately the quantities shown in the Bid form, which will be used as a basis for comparison of Bids and not for final estimate. The Owner does not, by expression or by implication, agree that the actual amount of work shall correspond with the estimated quantities.

The Owner reserves the right to increase or decrease the amount of work under the Contract to the extent of 25% of the work contemplated, at the unit prices quoted in the Bid.

28. **MINORITY BUSINESS ENTERPRISE (MBE) PROGRAM**

A. This Project is covered under the City of Charleston's Minority Business Enterprise (MBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

B. MBE Goals: The City has established goals for both Minority Business Enterprise (MBE) and Women Business Enterprise (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 a minimum of 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 combined 20% for minority and women-owned business enterprise 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 MBE office. Questions regarding certification requirements shall be addressed to 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 using the Services link and then the Minority and Women Owned Business Development link.

D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MBE participation by completing the MBE Compliance Provision Forms. **Bidder's must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form.** **Bidder's who fail to submit these documents as required, the Procurement Office shall deem the bid 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/Disadvantaged Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.
29. **FORM OF BID:** All Bids must be submitted on the blank Bid form provided therefore and must state the total price for which the Bidder will complete the work in accordance with the terms of the Contract Documents. All blank spaces must be filled in and there shall be no interlineation, alterations, or erasures.

The Bid must be signed manually in ink by a principal or an officer duly authorized to make contracts. The Bidder's legal name must be fully stated and the name and title of the person signing must be typed below his signature.

30. **SUBMITTING BIDS:** Each Bid must be submitted on the prescribed Bid form. All blank spaces for Bid prices must be filled in, in ink or typewritten, and the Bid must be fully completed and executed when submitted. Only one copy of the Bid form is required.

Bidders are cautioned that it is the responsibility of each individual Bidder to assure that his Bid is in the possession of the responsible official or his designated alternate prior to the stated time and at the stated place of the Bid opening. Owner is not responsible for Bids delayed by mail and/or delivery services of any nature.

Each Bid must be submitted in an opaque sealed envelope, plainly marked on the outside addressed and delivered as shown below. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to the Owner in the following format and at the following address:

**Upper Left Hand Corner:**

Bidder's Name
Bidder's Address

To: City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

Attention: Mr. Matthew Fountain PE, PG
Director

**Lower Left Hand Corner:**

BID for Construction of:

LOW BATTERY RESTORATION PROJECT – PHASE III (LIMEHOUSE ST. – KING ST.)

South Carolina General Contractor's License No. ________________________________

Classification ________________________________

Expiration Date ________________________________

City of Charleston Business License No. ________________________________
SECTION 01140

BID

TO: City of Charleston (hereinafter called "Owner")
2 George Street, Suite 2100
Charleston, SC 29401

FROM: Gulf Stream Construction Company, Inc.
1983 Technology Drive
Charleston, South Carolina 29492
Phone 843-572-4363

of the City of Charleston, County of Berkeley,
and State of South Carolina, hereinafter called "Bidder."

PROJECT: LOW BATTERY RESTORATION PROJECT – PHASE III
(LIMEHOUSE ST. – KING ST.)

The Bidder, in compliance with your Advertisement for Bids for the construction of above referenced project, having examined the Drawings and Specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labors, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

The Bidder declares that he has carefully examined the site of the proposed Work and fully informed and satisfied himself as to the conditions there existing, the character and requirements of the proposed Work, and the difficulties attendant upon its execution, and that he has carefully read and examined the Drawings, the annexed proposed Agreement, and the Specifications and other Contract Documents therein referred to, and knows and understands the terms and provisions thereof.

Bidder understands that information relative to existing structures, apparent and latent conditions, and natural phenomena, as furnished to him on the Drawings, in the Contract Documents, or by the Owner or the Engineer, carries no guarantee expressed or implied as to its completeness or accuracy, and he has made due allowance therefore.

TIME FOR COMPLETION AND LIQUIDATED DAMAGES: Bidder hereby agrees to commence work under this contract within 15 days of receipt of the Notice to Proceed and to fully complete the project within 548 consecutive calendar days thereafter.

Bidder also agrees to pay $500/day as liquidated damages for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

ADDENDA: Bidder acknowledges receipt of the following Addenda:

Addendum No. 1  Date 01.07.22
Addendum No. 2  Date 01.21.22
Addendum No. 3  Date
Addendum No. 4  Date

1 of 10 01140
## LOW BATTERY RESTORATION PROJECT

City of Charleston, South Carolina  
Phase III - Limehouse St. to King St.  
Addendum #2 - 1/21/22

### BID FORM

<table>
<thead>
<tr>
<th>WBS</th>
<th>DIY</th>
<th>SECT</th>
<th>BID ITEM</th>
<th>Line Item</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>A.1 Demolition</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 1,371,847</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Site Demolition (LS inclusive of all items shown on the Site Demolition Sheets), The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td></td>
<td>1</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bituminous Paving - Removal and Disposal</td>
<td></td>
<td>1</td>
<td>SY</td>
<td></td>
<td>$ 819,334.02</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Concrete Walkways (Including Tree Wells) within Public ROW - Removal &amp; Disposal</td>
<td></td>
<td>1</td>
<td>SY</td>
<td></td>
<td>$ 18,89</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Granite Curb - Remove, Retain to be Reused</td>
<td></td>
<td>1</td>
<td>LF</td>
<td></td>
<td>$ 17,80</td>
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<tr>
<td></td>
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<td></td>
<td>Structural Seawall Demolition (LS inclusive of all items shown on the Structural Sheets with the exception of the wall face demolition which shall be paid for separately.)</td>
<td></td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$ 552,513.20</td>
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<td></td>
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<td></td>
<td>A.2 Erosion &amp; Sediment Controls</td>
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<td></td>
<td></td>
<td></td>
<td>$ 61,826</td>
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<tr>
<td></td>
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<td></td>
<td>Erosion &amp; Sediment Controls (to be invoiced as equal payments from contract start to completion date)</td>
<td></td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$ 61,827.84</td>
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<td></td>
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<td></td>
<td>A.3 Earthwork</td>
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<td></td>
<td></td>
<td></td>
<td>$ 35,363</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Excavation and Fill Costs to be incidental to related work items. The following unit prices are to be provided for any quantity adjustments necessary.</td>
<td></td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$ 35,363.42</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Structural Granular Fill Below Seawall Promenade</td>
<td></td>
<td>1</td>
<td>CY</td>
<td></td>
<td>$ 58.46</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Over-Excavate below pavement or sidewalks, Haul-Off &amp; Dispose Off-Site</td>
<td></td>
<td>1</td>
<td>CY</td>
<td></td>
<td>$ 41.66</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Import Select Fill for use below pavement or sidewalks, Place &amp; Compact</td>
<td></td>
<td>1</td>
<td>CY</td>
<td></td>
<td>$ 48.62</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>A.5 Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$ 200,000</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seawall Sub-Soil Improvement - HDPR Injection (Quantity Allowance)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Inject 25,000# HDPR along 1800 linear feet (Any unused material from this allowance will be credited back to the City at the unit cost provided. Contractor will be paid for any additional material over the allowance at the unit cost provided)</td>
<td></td>
<td>25,000</td>
<td>LB Allow</td>
<td>$ 8.00</td>
<td>$ 200,000.00</td>
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**TOTAL SITE PREPARATION & EARTHWORK** $ 1,669,038.48
## B. Site Improvements

### B.5 Pavements

<table>
<thead>
<tr>
<th>Item Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bituminous Paving and Base - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>1</td>
<td>LS</td>
<td>$426,077.68</td>
<td>$426,077.68</td>
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<tr>
<td>Concrete Paving - The following unit costs shall be provided for any quantity adjustments necessary.</td>
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<td>LS</td>
<td>$283,314.42</td>
<td>$283,314.42</td>
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<tr>
<td>Crosswalk paving and base</td>
<td>1</td>
<td>LF</td>
<td>$321.69</td>
<td>$321.69</td>
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<tr>
<td>Promenade Walkway</td>
<td>1</td>
<td>LF</td>
<td>$212.60</td>
<td>$212.60</td>
<td></td>
</tr>
<tr>
<td>Concrete Sidewalk</td>
<td>1</td>
<td>SF</td>
<td>$8.37</td>
<td>$8.37</td>
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<tr>
<td>Driveway Aprons</td>
<td>1</td>
<td>EA</td>
<td>$3,858.31</td>
<td>$3,858.31</td>
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<tr>
<td>ADA Ramps w/ Detectable Warning Surface</td>
<td>1</td>
<td>EA</td>
<td>$1,850.00</td>
<td>$1,850.00</td>
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<tr>
<td>Unit Pavers - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>1</td>
<td>LS</td>
<td>$499,119.43</td>
<td>$499,119.43</td>
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<tr>
<td>Belgium Block Pavers and base</td>
<td>1</td>
<td>SF</td>
<td>$98.35</td>
<td>$98.35</td>
<td></td>
</tr>
<tr>
<td>Granite Inlay at Belgium Block and base</td>
<td>1</td>
<td>SF</td>
<td>$254.60</td>
<td>$254.60</td>
<td></td>
</tr>
<tr>
<td>Bluestone Pavers 4&quot; x 48&quot; x 2&quot; and base</td>
<td>1</td>
<td>SF</td>
<td>$129.60</td>
<td>$129.60</td>
<td></td>
</tr>
<tr>
<td>Bluestone Edging 16 1/4&quot; x 2&quot; and base</td>
<td>1</td>
<td>LF</td>
<td>$125.00</td>
<td>$125.00</td>
<td></td>
</tr>
<tr>
<td>Bluestone Edging 14&quot;x3&quot; and base</td>
<td>1</td>
<td>LF</td>
<td>$125.00</td>
<td>$125.00</td>
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<tr>
<td>Bluestone Edging 14&quot;x7&quot; and base</td>
<td>1</td>
<td>LF</td>
<td>$150.00</td>
<td>$150.00</td>
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<tr>
<td>Pavement Marking - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>1</td>
<td>LS</td>
<td>$11,461.36</td>
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<tr>
<td>Parking Lines</td>
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<td>LF</td>
<td>$5.00</td>
<td>$5.00</td>
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<tr>
<td>Lane Lines, 4&quot; Yellow or White, Painted</td>
<td>1</td>
<td>LF</td>
<td>$5.00</td>
<td>$5.00</td>
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<tr>
<td>Symbols</td>
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<td>EA</td>
<td>$325.00</td>
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### B.6 Curbline

<table>
<thead>
<tr>
<th>Item Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Granite Curb Installation (Includes re-use of the existing granite curb paid to be removed and stored in the LS demolition items). This lump sum shall include the values for the allowance items below in addition to resetting all existing curb which is reusable. Contractor shall be aware that the allowance items below will be deducted from the lump sum for any quantity not used. This unit price shall also be used in the event of adding curb quantities.</td>
<td>1</td>
<td>LS</td>
<td>$713,413</td>
<td>$713,413</td>
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<tr>
<td>New Granite Curb (75% of overall as an allowance for curb which is not able to be re-used) (Quantity Allowance)</td>
<td>5560</td>
<td>LF Allow</td>
<td>$20.00</td>
<td>$111,200</td>
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### B.7 Site Amenities

<table>
<thead>
<tr>
<th>Item Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seat Wall, w/Stone &amp; Perf. Drain</td>
<td>4</td>
<td>LS</td>
<td>$</td>
<td>$</td>
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<tr>
<td>Railing</td>
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<td>LS</td>
<td>$98,442.49</td>
<td>$98,442.49</td>
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<tr>
<td>Seawall Railing</td>
<td>1</td>
<td>LF</td>
<td>$62.50</td>
<td>$62.50</td>
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</tr>
<tr>
<td>Stair and Ramp Railing</td>
<td>1</td>
<td>LF</td>
<td>$93.75</td>
<td>$93.75</td>
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<tr>
<td>Benches (To be Furnished and Installed by the Contractor)</td>
<td>1</td>
<td>LS</td>
<td>$53,692.36</td>
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<tr>
<td>Signage (Identified on Signing and Pavement Marking Plans)</td>
<td>1</td>
<td>LS</td>
<td>$16,297.38</td>
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</table>

### B.8 Landscaping

<table>
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<tr>
<th>Item Description</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
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<td>Landscaping</td>
<td>1</td>
<td>LS</td>
<td>$158,658.08</td>
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**Total** $2,253,078.07
## CWS Utility Work

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<th>WBS</th>
<th>DIV</th>
<th>BID ITEM</th>
<th>Line Item</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.</td>
<td></td>
<td>Sanitary Sewer Replacement</td>
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<tr>
<td></td>
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<td>Mobilization, Bonds and Insurance (3% Max of the total sewer bid items)</td>
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<td>LS</td>
<td>$45,337.32</td>
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<tr>
<td></td>
<td></td>
<td>6&quot; Gravity Sewer (0'-6')</td>
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<td>828</td>
<td>LF</td>
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<td></td>
<td>8&quot; Gravity Sewer (5'-8')</td>
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<td>882</td>
<td>LF</td>
<td>$440.84</td>
<td>$388,644.48</td>
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<td></td>
<td>6&quot; Gravity Sewer (0'-6') Installed in Steel Casing</td>
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<td>70</td>
<td>LF</td>
<td>$346.80</td>
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<td>12&quot; RJ DI Zinc Coated &amp; Protecto 401 Vent Pipe</td>
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<td>23</td>
<td>LF</td>
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<td>4&quot; Diameter Manhole (0'-6')</td>
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<td>4&quot; Diameter Manhole (6'-6')</td>
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<td>EA</td>
<td>$6,003.72</td>
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<td>4&quot; Diameter Manhole Cut In @ Lenwood (6'-8')</td>
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<td>4&quot; Diameter Manhole Cut In @ Battery (0'-6')</td>
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<td>$15,225.54</td>
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<td>Sewer Services (Complete)</td>
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<td>10&quot; Steel Casing Installed by Open Cut</td>
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<td>LF</td>
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<td>Linehouse Street Sewer Shaft Hatch Replacement</td>
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<td>$27,540.00</td>
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<td>Fittings (Protecto 401 Lining)</td>
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<td>0.40</td>
<td>TONS</td>
<td>$46,900.00</td>
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<td>Cut &amp; Replace Asphalt</td>
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<td>135</td>
<td>LF</td>
<td>$217.26</td>
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<td></td>
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<td>Cut &amp; Replace Concrete Sidewalk</td>
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<td>18</td>
<td>SY</td>
<td>$91.80</td>
<td>$1,668.80</td>
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<tr>
<td></td>
<td></td>
<td>Cut &amp; Replace Granite Curb</td>
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<td>18</td>
<td>LF</td>
<td>$102.00</td>
<td>$1,832.00</td>
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<tr>
<td></td>
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<td>Remove &amp; Dispose of Existing Sewer System</td>
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<td>1</td>
<td>LS</td>
<td>$20,842.68</td>
<td>$20,842.68</td>
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<tr>
<td></td>
<td></td>
<td>CCTV and Locate All Existing Active Sewer Service Tie-In Connections to Homes and Businesses</td>
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<td>1</td>
<td>LS</td>
<td>$25,500.00</td>
<td>$25,500.00</td>
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<tr>
<td></td>
<td></td>
<td>Relocate Vent in Proposed Median</td>
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<td>1</td>
<td>LS</td>
<td>$7,446.00</td>
<td>$7,446.00</td>
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<tr>
<td></td>
<td></td>
<td>Minimum 4 Man Crew with Equipment, Including Supervision, Overhead, and Profit</td>
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<td>40</td>
<td>HR</td>
<td>$637.50</td>
<td>$25,500.00</td>
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<td>$</td>
<td>$</td>
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<td>Record Drawings and Valve Cards (In accordance with Specifications 01700)</td>
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<td>$9,282.00</td>
<td>$9,282.00</td>
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</tbody>
</table>

### C.2 Water Replacement

<table>
<thead>
<tr>
<th>WBS</th>
<th>DIV</th>
<th>BID ITEM</th>
<th>Line Item</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Mobilization, Bonds and Insurance (3% Max of the total water bid items)</td>
<td></td>
<td>1</td>
<td>LS</td>
<td>$33,900.22</td>
<td>$33,900.22</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6&quot; RJ DI Zinc Coated Waterline</td>
<td></td>
<td>2,238</td>
<td>LF</td>
<td>$289.68</td>
<td>$648,303.64</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6&quot; RJ DI Zinc Coated Waterline Installed in Steel Casing</td>
<td></td>
<td>15</td>
<td>LF</td>
<td>$310.08</td>
<td>$4,651.20</td>
<td></td>
</tr>
<tr>
<td>WBS</td>
<td>DIV/SECT</td>
<td>BID ITEM</td>
<td>QTY</td>
<td>UNIT</td>
<td>UNIT COST</td>
<td>ITEM COST</td>
<td>SUBTOTAL</td>
<td></td>
</tr>
<tr>
<td>-----</td>
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<td>---------------------------------------------------------------</td>
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<td>-----------</td>
<td>----------</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4&quot; RI DI Zinc Coated Waterline</td>
<td>3</td>
<td>LF</td>
<td>$607.92</td>
<td>$1,823.76</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 1/4&quot; Copper Waterline</td>
<td>10</td>
<td>LF</td>
<td>$252.96</td>
<td>$2,529.60</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>12&quot; Steel Casing Installed by Open Cut</td>
<td>15</td>
<td>LF</td>
<td>$195.88</td>
<td>$2,938.20</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fittings</td>
<td>2</td>
<td>TON</td>
<td>$26,010.00</td>
<td>$52,020.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>6&quot; Gate Valve W/ Valve Box</td>
<td>15</td>
<td>EA</td>
<td>$2,502.06</td>
<td>$37,530.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fire Hydrant Assembly</td>
<td>4</td>
<td>EA</td>
<td>$5,334.80</td>
<td>$21,338.40</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Tie-in to Existing 6&quot; Waterline</td>
<td>3</td>
<td>EA</td>
<td>$6,825.45</td>
<td>$20,476.35</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tie-in to Existing 4&quot; Waterline</td>
<td>1</td>
<td>EA</td>
<td>$6,727.92</td>
<td>$6,727.92</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Tie-in to Existing 2 1/4&quot; Waterline</td>
<td>1</td>
<td>EA</td>
<td>$6,550.28</td>
<td>$6,550.28</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cut &amp; Replace Asphalt</td>
<td>225</td>
<td>LF</td>
<td>$217.28</td>
<td>$48,863.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>1&quot; Water Services (Complete w/New Meter Box)</td>
<td>31</td>
<td>EA</td>
<td>$4,655.22</td>
<td>$150,426.22</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>1.5&quot; Water Services (Complete w/New Meter Box)</td>
<td>3</td>
<td>EA</td>
<td>$6,120.00</td>
<td>$18,360.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2&quot; Water Services (Complete w/New Meter Box)</td>
<td>1</td>
<td>EA</td>
<td>$9,180.00</td>
<td>$9,180.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Minimum 4 Man Crew with Equipment, Including Supervision, Overhead, and Profit</td>
<td>40</td>
<td>HR</td>
<td>$558.50</td>
<td>$22,340.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Pavement Markings and Crosswalk Stripings (Intersection at King St. at Murray Blvd.)</td>
<td>1</td>
<td>LS</td>
<td>$2,690.68</td>
<td>$2,690.68</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Material Testing Allowance</td>
<td>0</td>
<td>LS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Record Drawings and Valve Cards (In accordance with Specifications 01700)</td>
<td>1</td>
<td>LS</td>
<td>$11,424.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Owners Contingency Allowance</td>
<td>1</td>
<td>LS</td>
<td>$60,000.00</td>
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</tbody>
</table>

**TOTAL CWS WATER AND SANITARY SEWER UTILITIES** $2,720,768.02

### D. Additional Utilities

#### D.1 Water service

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LS</td>
<td>$5,852.00</td>
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</table>

### D.2 Site Lighting

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LS</td>
<td></td>
<td>$76,494</td>
</tr>
</tbody>
</table>

#### Street Lighting Infrastructure - Conduit & Light Pole Foundations (Poles, Fixtures, Wiring, & Controls provided and installed by Dominion Electric)

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LS</td>
<td></td>
<td>$56,969.70</td>
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</table>

#### Promenade Lighting Infrastructure - Conduit & Boxes

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LS</td>
<td></td>
<td>$11,831.82</td>
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</table>

### D.3 Storm Drainage Piping

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LS</td>
<td></td>
<td>$459,992.00</td>
</tr>
</tbody>
</table>

#### RCP Piping - The following unit costs shall be provided for any quantity adjustments necessary.

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>LS</td>
<td></td>
<td>$459,992.00</td>
</tr>
</tbody>
</table>

#### Storm - 12" RCP w/#57 Bedding or Concrete Encasement

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>LF</td>
<td>$180.00</td>
</tr>
</tbody>
</table>
### D. Storm Drainage Structures

<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storm - 15&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>100.02</td>
<td>100.02</td>
</tr>
<tr>
<td>Storm - 18&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>105.36</td>
<td>105.36</td>
</tr>
<tr>
<td>Storm - 24&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>119.02</td>
<td>119.02</td>
</tr>
<tr>
<td>Storm - 30&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>150.00</td>
<td>150.00</td>
</tr>
<tr>
<td>Storm - 36&quot; RCP w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>159.40</td>
<td>159.40</td>
</tr>
<tr>
<td>Storm - SDR 21 PVC w/ #57 Bedding</td>
<td>1</td>
<td>LF</td>
<td>588.21</td>
<td>588.21</td>
</tr>
</tbody>
</table>

**Subtotal for Storm Drainage Structures:** $761,305

| Storm Drainage Structures - The following unit prices are to be provided for any quantity adjustments necessary. | 1 | LS | $781,305.41 |
| Storm - Historic District CS - Single (V4380) | 1 | EA | $6,377.44 |
| Storm - Historic District CS - Double (V418-001-01-B) | 4 | EA | $25,509.76 |
| Storm - Junction Box / Catch Basin | 1 | EA | $6,425.81 |
| Outfall Structure w/ 36" Check Valve | 3 | EA | $52,360.38 |
| Outfall Structure P-1 w/ 30" Check Valve - Council St. | 3 | EA | $44,117.96 |

**E. Marine Structures**

| E.1 Piles & Underpinning | 1 | LS | $6,417,095 |
| Micro-Piles | 1 | LS | $6,417,094.80 |
| Micro piles Installation | 1 | VLF | $133.75 |
| Steel Casing | 1 | VLF | $143.75 |
| Micropile Load Tests | 1 | EA | $56,250.00 |

**E.2 Structural Concrete**

| Seawall - Seawall concrete to include rebar, forming, prep and all work associated to the necessary construction. The following unit costs shall be provided for any quantity adjustments necessary. | 1 | LS | $4,589,981.76 |

**TOTAL ADDITIONAL UTILITIES**

$1,297,643.73
<table>
<thead>
<tr>
<th>WBS</th>
<th>DIV</th>
<th>SECT</th>
<th>BID ITEM/Line item</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Landside Concrete Grade Beam and Bottom Slab</td>
<td>1</td>
<td>CY</td>
<td>$1,187.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Landside Concrete Curb Wall</td>
<td>1</td>
<td>CY</td>
<td>$1,000.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seaward Concrete Wall Face</td>
<td>1</td>
<td>CY</td>
<td>$1,375.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Concrete Post - Seaward Side</td>
<td>1</td>
<td>EA</td>
<td>$1,875.00</td>
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<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Concrete Posts - Landward Side</td>
<td>1</td>
<td>EA</td>
<td>$1,875.00</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ramps, Stairs and Associated Concrete</td>
<td>1</td>
<td>CY</td>
<td>$812.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>E.3 Seawall Face Cleaning, Repair, &amp; Resurfacing</strong></td>
<td></td>
<td></td>
<td></td>
<td>$1,654,063</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Surface Preparation / Demolition (Hydroblast)</td>
<td>1</td>
<td>LS</td>
<td>$899,363.78</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SCDOT Class C Riprap Replacement Along Wall (Quantity Allowance)</td>
<td>750</td>
<td>TON Allow</td>
<td>$73.78</td>
<td>$55,335.00</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Structural Repairs - Lump sum bid for this item shall include Repair Type 1 for the full length of the wall and an allowance for 720 LF of Repair Type 2 and an allowance for 540 LF of Concrete Sheet Pile Veil Repair. Please provide unit prices for each repair to be used as add / deduct once final quantities have been determined.</td>
<td>1</td>
<td>LS</td>
<td>$999,363.78</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Repair Type 2 - Major Wall Crack Repair</td>
<td>1</td>
<td>LF</td>
<td>$218.75</td>
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<tr>
<td></td>
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<td></td>
<td>Concrete Sheet Pile Veil Repair</td>
<td>1</td>
<td>LF</td>
<td>$562.50</td>
<td></td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Seawall Re-Surfacing - The following unit costs shall be provided for any quantity adjustments necessary.</td>
<td>1</td>
<td>LS</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Re-Surfacing</td>
<td>1</td>
<td>SF</td>
<td>$75.00</td>
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</table>

**TOTAL MARINE STRUCTURES** | $12,861,138.18

**TOTAL DIRECT COST:** | $20,801,694.48
<table>
<thead>
<tr>
<th>BID ITEM</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner's Contingency Allowance</td>
<td>1</td>
<td>LS</td>
<td>$150,000.00</td>
<td></td>
</tr>
<tr>
<td>Mobilization (Max 5% of Bid) - Not Including CWS Numbers</td>
<td>1</td>
<td>LS</td>
<td>$83,224.52</td>
<td></td>
</tr>
<tr>
<td>Bonding &amp; Insurances</td>
<td>1</td>
<td>LS</td>
<td>$145,000.00</td>
<td></td>
</tr>
<tr>
<td>Soils, Asphalt, &amp; Concrete Testing</td>
<td>1</td>
<td>LS</td>
<td>$88,802.53</td>
<td></td>
</tr>
<tr>
<td>Temporary Facilities/Controls</td>
<td>1</td>
<td>LS</td>
<td>$29,409.19</td>
<td></td>
</tr>
<tr>
<td>Record Drawings &amp; Close-Out - Not Including CWS Work</td>
<td>1</td>
<td>LS</td>
<td>$19,884.75</td>
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</tr>
<tr>
<td>Survey/STake-Out/Utility Locating</td>
<td>1</td>
<td>LS</td>
<td>$18,727.93</td>
<td></td>
</tr>
<tr>
<td>Maintenance of Traffic (50% of value to be paid once installed. Remainder of the balance shall be paid at equal distributions through contract completion date)</td>
<td>1</td>
<td>LS</td>
<td>$199,512.16</td>
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</tr>
</tbody>
</table>

**TOTAL GENERAL REQUIREMENTS** $ 664,561.06

<table>
<thead>
<tr>
<th>G.1 Add / Deduct</th>
</tr>
</thead>
<tbody>
<tr>
<td>GFRP (To replace all remaining black steel with GFRP. Refer to S-564a)</td>
</tr>
</tbody>
</table>

**TOTAL CONSTRUCTION COST** $ 21,496,255.56

---

1. Unit prices provided in addition to lump sum costs shall be used for any pay adjustments. Payment for items identified to be bid with allowances are subject to increase or decrease based on actual quantities needed.

2. It shall be the responsibility of the contractor to provide quantities for bid items without quantities already pre-populated in the bid form.

3. The above unit prices shall include but not limited to all labor, testing, materials, dewatering, shoring, removal, overhead, profit, insurance, taxes, fees, etc., and all efforts deemed necessary to complete the proposed improvements shown and described in the Contract Documents.
The lump sum price shall include all costs for the installation of the landscape wall improvements in accordance with the Contract Documents. The lump sum bid for construction of the improvements is: Twenty-one million, Four hundred ninety-six thousand, two hundred fifty-six and 00/100 Dollars ($21,496,256). Bidder understands that the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding. The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the award of this Bid, Bidder will execute the formal Agreement within 10 days, and deliver Surety Bonds as required by the General Conditions. The bid security attached in the sum of 5% of total bid amount is to become the property of the Owner in the event the Agreement and Bond are not executed within the time above set forth as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned declares that his firm is (delete those not applicable):

A corporation organized and existing under the laws of the State of South Carolina.

A partnership consisting of

The undersigned declares that the person signing this proposal is fully authorized to sign the proposal on behalf of the firm listed and to fully bind the firm listed to all the conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated hereinabove has any interest whatsoever in this proposal or the contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

Respectfully Submitted:

Gulf Stream Construction Company, Inc.
Contractor

By: ___________________________
(Signature)

I. Mark Hylton, PE
President

1983 Technology Drive
(Title)
(Address)
Charleston, South Carolina 29492

SC General Contractor’s License No. G97255

Initial the following items to indicate compliance with specifications:

The Contractor has complied with the Owner’s MBE Program and has completed and included Affidavits A and B or C.
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina

County of Berkeley

J. Mark Hylton, PE, being first duly sworn, deposes and says that:

1. He is President of Gulf Stream Construction Company, Inc, the Bidder that has submitted the attached Bid:

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Charleston or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed) J. Mark Hylton

President

Subscribed and sworn to before me this 27th day of January, 2021

Shane A. Yells

Executive Administrator

My commission expires 5-26-26
MWBE Compliance Provisions

New Women/Minority Business Enterprise Forms

Charleston City Council has adopted a policy setting a combined 20% as the guidelines for minority and women-owned business enterprise participation for this project.

The guidelines for participation in City of Charleston’s contracts for services, including construction, are hereby made part of any contracting resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority and women-owned firms can be found on the City of Charleston’s website www.charleston-sc.gov using the Services link and then the Minority and Women Owned Business Development link; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordrnr@charleston-sc.gov.

The new compliance documents are located in the Bid Package. These documents must be completed and returned with your bid response. Failure to do so may cause your bid/proposal response to be deemed non-responsive.
This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:
MBE is defined as a small business owned and controlled by minorities.
WBE is defined as a small business owned and controlled by women.
This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's website www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401, (843) 724-7434, jordanno@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, with the submittal, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

   - Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation as certification that efforts were made to use MWBE businesses on this project,
     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 Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE 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, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE AND WBE subcontractor before final payment is processed.

Name of Company: Gulf Stream Construction Company, Inc.

[Signature]

J. Mark Hylton, PE
Print Name

1-26-23
Date

President

Attest:

6 of 10

01140
Low Battery Restoration Project – Phase III (Limehouse St. – King St.)

AFFIDAVIT A

Page 1 of 2

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

Affidavit of  Gulf Stream Construction Company, Inc.

(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a ‘good faith effort’)

• 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, 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.

• 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

• 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

• 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.

• 5. Attended pre-solicitation meetings scheduled by the City.

• 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.

• 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)

• 8. Provided MBEs with assistance in need of 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 MBEs in obtaining the same unit pricing with the Offeror’s suppliers in order to help such businesses in establishing credit.

• 9. Provided training or mentoring to at least two (2) MBEs 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.

• 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.

• 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees 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.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 1/23/22

Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: [Signature]

Title: President
City of Charleston, South Carolina Minority Business Participation Efforts
(Use as many sheets as necessary)

1. Minority Firm Name and Contact
   Southern Concrete & Construction, Inc.
   Kelly Boulware

   Minority Firm Telephone Number (843) 387-0832
   Minority Firm Fax Number
   DBE Certification Number 03-12434-200

   Minority Firm Address
   1101 Trammell Road, Anderson, SC 29622

   Minority Group Type
   - (African American)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (Other)
   - Follow up Verification

2. Minority Firm Name and Contact
   Soil Consultants, Inc.
   Martha Johnson

   Minority Firm Telephone Number (843) 723-4539
   Minority Firm Fax Number
   DBE Certification Number 03-05019-149

   Minority Firm Address
   P.O Drawer 895, Charleston, SC 29402

   Minority Group Type
   - (African American)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (Other)
   - Follow up Verification

3. Minority Firm Name and Contact
   BC Cannon Inc
   Deidre Cannon

   Minority Firm Telephone Number (843) 820-2003
   Minority Firm Fax Number
   DBE Certification Number 03-100419-168

   Minority Firm Address
   2501 Rutherford Road, Greenville, SC 29660

   Minority Group Type
   - (African American)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (Other)
   - Follow up Verification

4. Minority Firm Name and Contact

   Minority Firm Telephone Number
   Minority Firm Fax Number
   DBE Certification Number

   Minority Firm Address

   Minority Group Type
   - (African American)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (Other)
   - Follow up Verification

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

Date: 1/27/22
Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: [Signature]
Title: President
Notary Seal:

8 of 10
City of Charleston, South Carolina Minority Business Participation Efforts
(Use as many sheets as necessary)

1. Minority Firm Name and Contact
   W. Frazier Construction
   Willie Frazier JR

   Minority Firm Telephone Number (843) 556-8784
   Minority Firm Fax Number
   DBE Certification Number 01-062921-350

   Minority Firm Address
   7050 Moberly Road, Ravenel, SC 29470

   Minority Group Type
   - (African American)
   - (Women)
   - (Asian American)
   - (Hispanic)
   - (American Indian)
   - (Other)

   Follow up Verification

2. Minority Firm Name and Contact
   Pegga Farms, LLC
   Renae Antiques

   Minority Firm Telephone Number (843) 893-3480
   Minority Firm Fax Number
   DBE Certification Number 300650073

   Minority Firm Address
   2908 St. Peters Road, Walterboro, SC 29488

   Minority Group Type
   - (African American)
   - (Women)
   - (Asian American)
   - (Hispanic)
   - (American Indian)
   - (Other)

   Follow up Verification

3. Minority Firm Name and Contact
   Pro Lateral, LLC
   Catherine Wilson

   Minority Firm Telephone Number (843) 588-8217
   Minority Firm Fax Number
   DBE Certification Number 03-043124-300

   Minority Firm Address
   511 Blue Dragonfly Drive, Charleston, SC 29414

   Minority Group Type
   - (African American)
   - (Women)
   - (Asian American)
   - (Hispanic)
   - (American Indian)
   - (Other)

   Follow up Verification

4. Minority Firm Name and Contact

   Minority Firm Telephone Number
   Minority Firm Fax Number
   DBE Certification Number

   Minority Firm Address

   Minority Group Type
   - (African American)
   - (Women)
   - (Asian American)
   - (Hispanic)
   - (American Indian)
   - (Other)

   Follow up Verification

---

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

Date: 1-27-22
Name of Authorized Officer (Print/Type): J. Mark Hyton PE

Sworn to before me this 21st day of January 2022
Notary Public for the State of
My Commission Expires
Print Name: Shere A. Huls
Phone Number: 843-572-4883
Address: 983 Terry Park Circle, 29492

Signature: /s/ J. Mark Hyton PE
Title: President
Notary Seal:

3 of 10 01140
City of Charleston, South Carolina Minority Business Participation Efforts
(Use as many sheets as necessary)

1. Minority Firm Name and Contact
   Seacoast Supply LLC
   Anne Forrest

   Minority Firm Telephone Number (843) 377-2800
   Minority Firm Fax Number
   DBE Certification Number 06-073020-254

   Minority Firm Address
   7227 Cross Park Drive, North Charleston, SC 29418

   Minority Group Type
   - (African American)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (Other)

   Follow up Verification

2. Minority Firm Name and Contact
   Patt-Sing Trucking LLP
   Jerome Singleton

   Minority Firm Telephone Number (843) 670-3852
   Minority Firm Fax Number
   DBE Certification Number 01-06181853

   Minority Firm Address
   5234 Stonewall Drive, Summerville, SC 29485

   Minority Group Type
   - (African American)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (Other)

   Follow up Verification

3. Minority Firm Name and Contact
   Trash Guru, LLC
   Melissa V. Polutta

   Minority Firm Telephone Number (843) 552-1880
   Minority Firm Fax Number
   DBE Certification Number 03-072720-251

   Minority Firm Address
   1244-B Redbank Road, Goose Creek, SC 29445

   Minority Group Type
   - (African American)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (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)
   - (Asian American)
   - (American Indian)
   - (Women)
   - (Hispanic)
   - (Other)

   Follow up Verification

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

Date: 1-21-22
Name of Authorized Officer (Print/Type): J. Mark Nylton, PE
Signature: J. Mark Nylton, PE
Title: President
Notary Public in the State of SC
Notary Seal:
Notary Public Seal
My Commission Expires: 7/20-20
Phone Number: 843-372-4503
Address: 888 Technology Dr. Cross, SC 29492

8 of 10
City of Charleston, South Carolina Minority Business Participation Efforts  
(Use as many sheets as necessary)  
I, J. Mark Nylton, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Carolina Pavement Markings, Inc. Kimberly Courtney</td>
<td>P.O. Box 68, Conway, SC 29528</td>
<td>(Women)</td>
</tr>
<tr>
<td>Minority Firm Telephone Number (843) 369-2158</td>
<td>Minority Group Type</td>
<td>(Women)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>Minority Group Type (African American)</td>
<td>(African American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>Minority Group Type (Asian American)</td>
<td>(Asian American)</td>
</tr>
<tr>
<td></td>
<td>Minority Group Type (American Indian)</td>
<td>(American Indian)</td>
</tr>
<tr>
<td></td>
<td>Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eadie's Diva D Enterprises, LLC Dawn C Eadie</td>
<td>P.O Box 99, Ridgeville, SC 29472</td>
<td>(Women)</td>
</tr>
<tr>
<td>Minority Firm Telephone Number (843) 879-0023</td>
<td>Minority Group Type (African American)</td>
<td>(African American)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>Minority Group Type (Asian American)</td>
<td>(Asian American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>Minority Group Type (American Indian)</td>
<td>(American Indian)</td>
</tr>
<tr>
<td></td>
<td>Follow up Verification</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manning &amp; Sons Trucking &amp; Utilities, LLC Keven Manning</td>
<td>218 Stratford Drive, Summerville, SC 29485</td>
<td>(Women)</td>
</tr>
<tr>
<td>Minority Firm Telephone Number (843) 880-3341</td>
<td>Minority Group Type (African American)</td>
<td>(African American)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>Minority Group Type (Asian American)</td>
<td>(Asian American)</td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>Minority Group Type (American Indian)</td>
<td>(American Indian)</td>
</tr>
<tr>
<td></td>
<td>Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
<th>Minority Group Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tars &amp; Stripes, LLC Jennifer Stewart</td>
<td>1205 Old Murray Court, Hanahan, SC 29410</td>
<td>(Women)</td>
</tr>
<tr>
<td>Minority Firm Telephone Number (843) 569-5439</td>
<td>Minority Group Type (African American)</td>
<td>(African American)</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
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<td>(Asian American)</td>
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<tr>
<td>DBE Certification Number</td>
<td>Minority Group Type (American Indian)</td>
<td>(American Indian)</td>
</tr>
<tr>
<td></td>
<td>Follow up Verification</td>
<td></td>
</tr>
</tbody>
</table>

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

Date: 1-21-22  Name of Authorized Officer (Print/Type): J. Mark Nylton, PE  
Sworn to before me this 24th day of January, 2022  
Notary Public for the State of  
Signature: Q.  
Title: President  
Print Name:  
Phone Number: 843-312-4363  
Address: 805 Technology Dr. Charleston, SC 29403  
Notary Seal:

8 of 10
Low Battery Restoration Project – Phase III (Limehouse St. – King St.)

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of J. Mark Hylton, PE __________________________. I hereby certify that on the
Low Battery Restoration Project - Phase III __________, Total Project Amount $21,996,256
(Project Name)

I will make a good faith effort to expend a minimum of _____% of the total dollar amount of the contract
with minority business enterprises. Minority businesses will be employed as subcontractors, vendors,
suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed
below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Seacoast Supply</td>
<td>W</td>
<td>Material Supplier</td>
<td>$125,684.09</td>
</tr>
<tr>
<td>W. Frazier</td>
<td>B</td>
<td>Hauling</td>
<td>$267,294.00</td>
</tr>
<tr>
<td>Legua Farms</td>
<td>W</td>
<td>Hardscape/Landscape</td>
<td>$1,371,282.90</td>
</tr>
<tr>
<td>Soil Consultants</td>
<td>W</td>
<td>Testing</td>
<td>$298,738.00</td>
</tr>
<tr>
<td>BC Cannon</td>
<td>W</td>
<td>Traffic Control</td>
<td>$111,063.50</td>
</tr>
<tr>
<td>Pearson Towing</td>
<td>B</td>
<td>Hauling (Asphalt)</td>
<td>$3,000.00</td>
</tr>
</tbody>
</table>

Total MBE Participation: 10% $2,093,663.15

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

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule
conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind
the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined
the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct,
and complete.

Date: 1/27/22       Name of Authorized Officer (Print/Type): J. Mark Hylton, PE

Signature: ________________________________

Title: President

Sworn to before me this 21st day of January, 2022
My Commission Expires:
Print Name: Sheena A. Hylton, Ph.D.
Phone Number: 843-572-1438
Address: 985 Ladybird Dr. Charleston, SC 29492

Notary Public for the State of South Carolina
By
Notary Seal:

9 of 10
01140
Affidavit of J. Mark Hylton, PE, President

(Name of Offeror)

I hereby certify that it is our intent to perform 100% of the work required for the contract Low Battery Restoration Project - Phase III (Limehouse St. - King St.)

(Name of Project)

In making this certification, the Offeror states that the Offeror 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 Offeror agrees to provide any additional information or documentation requested by the Owner in support of the above statement.

The undersigned hereby certifies that he/she has read this certification and is authorized to bind the Offeror to the commitments contained herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: __________ Name of Authorized Officer (Print/Type): J. Mark Hylton, PE.

Signature: __________________________

Title: President

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

* We do not intend to self perform 100% of the work. (End of Section 01140)
SECTION 01142   BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the undersigned Gulf Stream Construction Co., Inc.

and Travelers Casualty & Surety Company of America as Principal, are

hereby held and firmly bound unto City of Charleston, S.C. as Surety, in

the penal sum of Five Percent of the Amount Bid (5%) for the payment of

which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,

administrators, successors, and assigns.

Signed this 27th day of January, 2022.

The Condition of the above obligation is such that whereas the Principal has submitted to

City of Charleston, S.C. a certain BID, attached hereto and

hereby made a part hereof, to enter into a contract in writing, for the construction of:

LOW BATTERY RESTORATION PROJECT – PHASE III (LIMEHOUSE ST. – KING ST.)

NOW, THEREFORE,

1. If the said BID shall be rejected, or in the alternate,

2. If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of

   Contract attached hereto (properly completed in accordance with said BID) and shall furnish a

   BOND for his faithful performance of said contract, and for the payment of all persons performing

   labor or furnishing materials in connection therewith, and shall in all other respects perform the

   agreement created by the acceptance of said BID.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly

understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,

exceed the penal amount of this obligation as herein stated. The Surety, for value received, hereby

stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or

affected by any extension of the time within which the OWNER may accept such BID; and said Surety

does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such

of them as are corporations have caused their corporate seals to be hereto affixed and these presents to

be signed by their proper officers, the day and year first set forth above.

By: [Signature]
   Principal

Travelers Casualty & Surety Company of America

By: [Signature]
   Surety

Duainette H. Cullum, Attorney-In-Fact

SEAL

IMPORTANT: Surety companies executing a BOND must appear on the Treasury Department’s most

current list (Circular 570 as amended) and be authorized to transact business in the State where the

project is located.

(End of Section 01142)
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Duanette H. Cullum of COLUMBIA, South Carolina, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut

City of Hartford ss.

On this 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereto set my hand and official seal.

My Commission expires the 30th day of June, 2026

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by the Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 27th day of January, 2022

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.
# Certificate of Liability Insurance

**Certificate Number:** CPP20062952003

**Issued:** 01/22/2022  
**Effective To:** 01/22/2023

**Type of Insurance:** Commercial General Liability

**Limit:** $1,000,000

**Coverages:**

- **A. Commercial General Liability**
  - **Policy:** CPP20062952003
  - **Occurrence:** $1,000,000
  - **Aggregated Aggregate:** $1,000,000
  - **Products-Comprop:** $2,000,000

- **A. Umbrella Liability**
  - **Policy:** CU20998260503
  - **Occurrence:** $1,000,000
  - **Aggregate:** $1,000,000

- **A. Workers Compensation and Employers' Liability**
  - **Policy:** WC20505041503
  - **Each Accident:** $1,000,000
  - **Each Disease - Ea Employee:** $1,000,000
  - **Each Disease - Policy Limit:** $1,000,000

**Dep. Retentions:** $50,000

---

**Certificate Holder: City of Charleston**

**Cancellation:**

- **City of Charleston**
  - **2 George St., Suite 2100**
  - **Charleston, SC 29401**

**Authorized by:** [Signature]

---

**Notices:**

- This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

- Important: If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

---

**Coverages: Certificate Number: Revision Number:**

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**Description of Operations / Locations / Vehicles:**

- Project: Low Battery Phase III, Limehouse St. - King St.

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As required by and specified in a written contract or agreement, the certificate holder and any other party specified in the contract are included as additional insured as respects to the General Liability but only with respect to liability arising out of the named insured's operations under said written contract or agreement (See Attached Descriptions).

---

**ACORD 25 (2016/03) 1 of 2**

© 1980-2015 ACORD CORPORATION. All rights reserved.
agreement and always subject to the terms, conditions and exclusions of the policy forms.

As required by a written contract, the General Liability is primary and noncontributory.

A Waiver of Subrogation as respects to the General Liability is provided in favor of the Additional Insured based on the terms and conditions of the policy and as required by and specified in a legal contract.
Hereby Certifies:

GULF STREAM CONSTRUCTION CO INC
1983 TECHNOLOGY DRIVE
CHARLESTON SC 29492

Having given satisfactory evidence of the necessary qualifications required by laws of the State of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation* shown below:


LICENSE NUMBER: G97255
Expiration Date: 10/31/2022
Initial License Date: 08/17/1999

* Group Limitations - $Amount Per Job:
  Group #1 - $50,000
  Group #2 - $200,000
  Group #3 - $500,000
  Group #4 - $1,500,000
  Group #5 - $Unlimited

Qualifying Party(s) (Primary GP displays "PQ"): MATTHEW G. AARRANTS (CQG.30432 PQ), JONATHAN M HYLTON (CQG.22142 PQ), JOHN HARMON TODD JR (CQG.29019 PQ)

It is at the discretion of the licensee to designate whenever they elect to pull permits and conduct business for this license.

LICENSE NUMBER: G97255

South Carolina Department of Labor, Licensing and Regulation
Contractor's Licensing Board
GENERAL CONTRACTOR
GULF STREAM CONSTRUCTION CO INC
1983 TECHNOLOGY DRIVE
CHARLESTON SC 29492

is certified to practice in the following classification(s) and *Group Limit:


LICENSE NUMBER: G97255

Qualifying Party(s) (Primary GP displays "PQ"): MATTHEW G. AARRANTS (CQG.30432 PQ), JONATHAN M HYLTON (CQG.22142 PQ), JOHN HARMON TODD JR (CQG.29019 PQ)

* Group Limitations - $Amount Per Job:
  Group #1 - $50,000
  Group #2 - $200,000
  Group #3 - $500,000
  Group #4 - $1,500,000
  Group #5 - $Unlimited

Initial License Date: 08/17/1999
EXPIRATION DATE: 10/31/2022

Additional Information about General Contractor Classification Abbreviations and Group Limitations is available on the SC Contractor's Licensing Board website: https://lic.sc.gov
City of Charleston, South Carolina
BUSDNESS LICENSE

A LICENSE IS HEREBY GRANTED TO:

Gulf Stream Construction Company, Inc
1983 TECHNOLOGY DR
CHARLESTON, SC 29492

DATE OF ISSUE

MO DAY YEAR
2 2 2021

CLASS
8.1 - 238220

LICENSE # BL003336-05-2016

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

Amy K. Wharton
CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA

City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

ACCOUNT:

Gulf Stream Construction Company, Inc
1983 TECHNOLOGY DR
CHARLESTON, SC 29492

Class: 8.1
NAICS: 238220

Business License Receipt

DATE 02/02/2021
INVOICE # 00195786

LICENSE # BL003336-05-2016

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Total Paid $83,936.98
SECTION 01210 AGREEMENT

THIS AGREEMENT, made this __________ day of ______________________, 20__, by and between THE CITY OF CHARLESTON,

acting herein through its ______________________ Mayor ____________________________________________

(Title of Authorized Official)

hereinafter call “OWNER” and Gulf Stream Construction Company, Inc.

(Name of Contractor)

doing business as Corporation.

(an Individual), (a Partnership), or (a Corporation)

of the City of Charleston_______, County of Berkeley______________________, and

State of South Carolina ________________________________, hereinafter called “CONTRACTOR.”

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

   LOW BATTERY RESTORATION PROJECT – PHASE III (LIMEHOUSE ST. – KING ST.)

   hereinafter called the PROJECT.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will fully complete the PROJECT within 548 consecutive calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as hereinafter provided in the GENERAL CONDITIONS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of

   $21,496,255.56__________________________ Dollars

   or as shown in the Bid Schedule.

5. The term “CONTRACT DOCUMENTS” means and includes the following:
5.1 Advertisement for Bids
5.2 Information for Bidders
5.3 Bid
5.4 Bid Bond
5.5 Agreement
5.6 Performance Bond
5.7 Payment Bond
5.8 Certificate of Owners Attorney
5.9 Notice of Apparent Low Bid
5.10 Notice of Intent to Award
5.11 Change Orders
5.12 Notice to Proceed
5.13 General Conditions
5.14 Supplemental Conditions (Including Drawings, Technical Specifications, Permits, and Additional Information)
5.15 Addenda

No. 1

Dated 01.01.22

01.21.22

6. The OWNER agrees to pay the CONTRACTOR in the manner and at such times as set forth in the General Conditions and such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding on all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in six counterparts, each of which shall be deemed an original, in the year and day first above written.

________________________________________
(OWNER)

By:_____________________________________

________________________________________
(SEAL)

________________________________________
(Title of Authorized Official)

ATTEST:

________________________________________
(Secretary)

________________________________________
(Witness)

Gulf Stream Construction Company, Inc.

________________________________________
(CONTRACTOR)

By:_____________________________________

Matthew G. Arrants, PE, LEEDAP

Vice President

________________________________________
(Title)

________________________________________
(SEAL)

1983 Technology Drive, Charleston, South Carolina 29492

(Address)

ATTEST:

________________________________________
(End of Section 01210)

3 of 3

01210
SECTION 01212 PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a ____________________________, hereinafter called Principal and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ____________________________

City of Charleston

(Name of Owner)

2 George Street, Charleston, SC 29401

(Address of Owner)

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, successors, and assigns, jointly and severally, firmly by these presents.

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:

LOW BATTERY RESTORATION PROJECT – PHASE III (LIMEHOUSE ST. – KING ST.)

NOW, THEREFORE, if 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 which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, 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 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 the 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, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.
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 six (6) counterparts, each one of which shall be deemed an original, this the _______________ day of ________________________, 20__.  

ATTEST:  

_________________________  
Principal  

_________________________  
(Principal) Secretary (SEAL)  
By: _________________________(S)  

_________________________  
Address  

_________________________  
Witness as to Principal  

_________________________  
Address  

ATTEST:  

_________________________  
Surety  
By: _________________________  

_________________________  
(Surety) Secretary  
By: _________________________  

_________________________  
Attorney-in-Fact  

_________________________  
Address  

_________________________  
Witness as to Surety  

_________________________  
Address  

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.  

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.  

(End of Section 01212)
SECTION 01214
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

__________________________________________
(Name of Contractor)

__________________________________________
(Address of Contractor)

__________________________________________
(an Individual), (a Partnership), or (a Corporation)

__________________________________________
(Name of Surety)

__________________________________________
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto ______________________________________

City of Charleston

(Name of Owner)

__________________________________________
2 George Street, Charleston, SC 29401

(Address of Owner)

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, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal entered into a certain contract with the OWNER, dated the _______________ day of ______________________, 202__, a copy of which is herefo attached and made a part hereof for the construction of:

LOW BATTERY RESTORATION PROJECT – PHASE III (LIMEHOUSE ST. – KING ST.)

NOW, THEREFORE, if 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 all 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 the 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, alteration, or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

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 six (6) counterparts, each one of which shall be deemed an original, this the _____ day of __________________________, 202_.

ATTEST:

(Principal) Secretary (SEAL)

__________________________________________

Principal

By: ___________________________ (S)

Address

Witness as to Principal

__________________________________________

__________________________________________

ATTEST:

(Surety) Secretary

(SEAL)

__________________________________________

Surety

By: ___________________________ Attorney-in-Fact

Address

Witness as to Surety

__________________________________________

__________________________________________

Address

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is a Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

(End of Section 01214)
SECTION 01218  

CERTIFICATE OF OWNER’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 named 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.

________________________________________
(Signed)

Date: ________________________________

(End of Section 01218)
NOTICE OF APPARENT LOW BID

TO: Gulf Stream Construction Company, Inc.
    1983 Technology Drive
    Charleston, SC 29492
    Ph. 843-572-4363

PROJECT DESCRIPTION: LOW BATTERY RESTORATION PROJECT – PHASE III
(LIMEHOUSE ST. – KING ST.)

The OWNER has considered the BID submitted by you on January 27, 2022 for the above described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been determined to be the apparent low bid for items in the amount of $21,496,256.00.

You are required by the Information for Bidders to execute the Agreement and furnish the required proofs of City of Charleston business license, SC contractor’s license, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said proofs of license and insurance within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out to the OWNER’S acceptance of your BID as abandoned and as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF APPARENT LOW BID to the OWNER.

Dated this 4th day of February, 2022

City of Charleston

By: [Signature]
Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF APPARENT LOW BID is hereby acknowledged

This the 4th day of February, 2022

By: [Signature]
Title: [Signature]

1 of 1 01219
NOTICE OF INTENT TO AWARD

TO: _______________________________
______________________________
______________________________

PROJECT DESCRIPTION: LOW BATTERY RESTORATION PROJECT – PHASE III
(LIMEHOUSE ST. – KING ST.)

The OWNER has considered the BID submitted by you on _________________, 20__, for the above
described WORK in response to its Advertisement for Bids and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of
$______________________.

You are required by the Information for Bidders to furnish the required CONTRACTOR’S Performance
BOND and Payment BOND within ten (10) calendar days from the date of this Notice to you.

If you fail to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be
entitled to consider all your rights arising out to the OWNER’S acceptance of your BID as abandoned and
as forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF INTENT TO AWARD to the OWNER.

Dated this ___ day of _________________, 20__

City of Charleston

By: ________________________________
Matthew Fountain PE, PG

Title: Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF INTENT TO AWARD is hereby
acknowledged by

This the _____day of _________________, 202__

By

Title_____________________________
PROJECT: Low Battery Restoration Project – Phase III (Limehouse St. – King St.)

CONTRACTOR: ________________________________  CHANGE ORDER NO.: _____

1. Description of the Change Order:
   (Reference any attachments by name and date)

2. Adjustments to the Contract Amount:
   - Original Contract Amount ................................................................. $ ________
   - Change by Previously Approved Change Orders ................................ $ ________
   - Contract Amount prior to this Change Order ................................. $ ________
   - Amount of this Change Order .................................................... $ ________
   - New Contract Amount, including this Change Order ...................... $ ________

3. Adjustments in Contract Time:
   - Original Date for Substantial Completion ..................................... ________
   - Change in Days by Previously Approved Change Orders .............. ________ Days
   - Change in Days for this Change Order ...................................... ________ Days
   - New Date for Substantial Completion ...................................... ________

4. Amount of this Change Order performed by MBE.......................... $_____

_________________________  ___________________________  ___________________________
Architect/Engineer  Contractor  Owner

_________________________  ___________________________  ___________________________
Address  Address  Address

_________________________  ___________________________  ___________________________
Signature  Signature  Signature

_________________________  ___________________________  ___________________________
By: _____________________  By: _____________________  By: John J. Tecklenburg

_________________________  ___________________________  ___________________________
Date: _____________________  Date: _____________________  Date: _____________________

8-21-07
NOTICE TO PROCEED

TO: ___________________________ Date: ___________________________

__________________________
__________________________
__________________________

You are hereby notified to commence WORK in accordance with the Agreement approved by City Council on ____________, 20__, on or before _________________, 20__, and you are to complete the WORK within 548 consecutive calendar days thereafter. The date of completion of all WORK is therefore ________________________.

__________________________
City of Charleston
Owner

By __________________________
Matthew Fountain PE, PG
Title ______ Director of Stormwater Management

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by ____________________________

this the _____ day of _________________________, 20__.

By ____________________________

Title ____________________________
SECTION 01230  GENERAL CONDITIONS

1.  GENERAL

1.1  THE CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Conditions of the Contract (General, Supplemental, and Other Conditions), Drawings, Specifications, Addenda, Notice of Intent to Award, Notice to Proceed, and Change Orders.

1.2  CORRELATION AND INTENT OF DOCUMENTS: The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intent of the Drawings and Specifications is that the Contractor shall furnish all labor, supplies and materials, tools, machinery, equipment, transportation, maintenance of traffic, supervision, temporary construction of any nature, and all other services, facilities and means necessary for the proper execution and completion of the Work in accordance with the Contract Documents and all incidental work necessary to complete the Project in an acceptable manner, and fully complete the work or improvement ready for use, occupancy, and operation by the Owner.

Any mention in the Specifications or indication on the Drawings of articles, materials, methods, or operations shall require the Contractor to furnish such item or service as if it was fully specified unless it is noted or specified as not in the contract. It is intended that all materials shall be new and best quality in every respect unless otherwise noted or specified. All workmanship, methods of assembly, and erection shall be first class in every respect.

1.3  CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the Supplemental Conditions and the provisions of the other Contract Documents, the provisions of the Supplemental Conditions shall prevail. If there is any conflict or inconsistency between the provisions of the General Conditions and the provisions of any of the Contract Documents other than the Supplemental Conditions, the provisions of the General Conditions shall prevail.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In case of difference between small-scale and large-scale drawings, the large-scale drawings shall govern. Schedules on any contract drawing shall take precedence over conflicting information on that or any other contract drawing. On any of the drawings where a portion of the work is detailed or drawn out and the remainder is shown in outline, the parts detailed or drawn out shall apply also to all other like portions of the work. Where the word similar occurs on the drawings, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the work.

Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings or Specifications shall be immediately reported to the Engineer, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. Work done by the Contractor after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the Contractor's risk.

Should a conflict be discovered within the Contract Documents, the Contractor shall be deemed to have estimated the higher quality way of doing the Work unless he shall have asked for and obtained a decision in writing from the Engineer before entering into this Contract.
1.4 **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS:** The Contractor may be furnished additional instructions and detail drawings, by the Engineer, as necessary to carry out the Work required by the Contract Documents. The additional drawings and instructions thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

1.5 **SPECIFICATION HEADINGS:** For convenience of reference, these Specifications are divided into various Divisions, Sections, Subsections and Paragraphs. The titles of these headings shall not be taken as a correct nor complete segregation of the various types of material and labor or as an attempt to outline jurisdictional procedures. The headings shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision, or part.

The organization of the Specifications into the various headings, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Each subcontract shall be dependent upon its own definite confines, regardless of Divisions of these Specifications. No responsibility, either direct or implied, is assumed by the Owner for omissions or duplications by the Contractor or by any of his subcontractors due to real or alleged errors in arrangement of matter in Contract Documents.

1.6 **DRAWINGS AND SPECIFICATIONS FOR CONSTRUCTION PURPOSES:** The Contractor will be furnished a complete set of Electronic Drawings and Specifications to be used during the course of construction. If more hardcopy sets are needed, the Contractor will be required to pay the actual cost of printing and handling.

1.7 **DEFINITIONS:** Wherever the words hereinafter defined or pronouns used in their stead occur in the Contract Documents, they shall have the following meanings:

**ADDENDA:** Written or graphic instruments issued prior to the execution of the Agreement, which modify or interpret the Contract Document, Drawings, and Specifications by additions, deletions, clarifications, or corrections. Such addenda will take precedence over the position of the general drawings and specifications concerned and will be considered as part of the Contract Documents.

**AGREEMENT:** The Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, whether written or oral, including the bidding documents. The Agreement may be amended or modified by a Change Order.

**BID:** The written offer or proposal of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

**BID BOND:** The security furnished by the Bidder with his proposal for the Project is guaranty he will enter into a contract for the work if his proposal is accepted.

**BIDDER:** Any individual, firm, or corporation or combination of same submitting a bid for the work contemplated, acting directly or through a duly authorized representative.

**BONDS:** Bid, Performance, and Payment Bonds and other instruments of security furnished by the Contractor and his Surety in accordance with the Contract Documents.

**CALENDAR DAY:** Every day shown on the calendar, Sundays and holidays included.

**CHANGE ORDER:** A written order to the Contractor authorizing an addition, deletion, or revision in the Work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract Price or Contract Time.
CONTRACT: The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended or modified by a Change Order.

CONTRACT DOCUMENTS: The Contract Documents consist of the Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, the Conditions of the Contract (General, Supplemental, and other Conditions), the Drawings, the Specifications, Addenda issued prior to execution of the Contract, Notice of Award, Notice to Proceed, and Change Orders.

CONTRACT PRICE: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACTOR: The individual, firm, or corporation with whom the Owner has executed the Agreement by which the Contractor is obligated directly, or through Subcontractors, to perform work in connection with the Project.

The Contractor is the person or organization identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

CONTRACT TIME: The number of calendar days stated in the Contract Documents for the completion of the Work.

DRAWINGS: The part of the Contract Documents that show the characteristics and scope of the Work to be performed and which have been prepared or approved by the Engineer.

EARTH: An excavated material or material to be excavated; all kinds of material other than rock.

ELEVATION: The figures given on the Drawings or in the other Contract Documents after the word elevation or abbreviation of it shall mean the distance in feet above the datum adopted by the Engineer.

ENGINEER: The person, firm, or corporation named as such in the Contract Documents and duly appointed by the Owner to undertake the duties and powers herein assigned to the Engineer, acting either directly or through duly authorized representatives.

EQUIPMENT: All machinery, together with the necessary supplies for upkeep and maintenance, and all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FIELD ORDER: A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of the Contract Time, issued by the Engineer to the Contractor during construction.

FURNISH: Furnish and install complete, in place, and ready for use.

INFORMATION FOR BIDDERS: The Notice to Contractors containing all necessary information as to provisions, requirements, date, place, and time of submitting bids.

LATEST EDITION: The current printed document issued eight weeks or more prior to date of receipt of bids.
MAINTENANCE OF TRAFFIC: All permits, manpower, equipment, and signage required to properly notify and direct the public around and through the work zone.

MATERIALS: Any substance specified for use in the construction of the Project and its appurtenances.

NET COST: The cost to the Contractor after application of all credits and discounts (excepting only cash discounts) and without the addition of any factor for burden, overhead, or indirect cost or profit.

NOTICE OF AWARD: The written notice of the acceptance of the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.

OPTIMUM MOISTURE CONTENT FOR COMPACTION: The moisture content of a soil calculated on the basis of dry weight of soil at which the soil can be compacted to the approximate maximum density under a specified standard method of compaction.

OWNER: A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PAYMENT BOND: The approved form of security furnished by the Contractor to guarantee the payment to all persons supplying labor and materials in the prosecution of the work in accordance with the terms of the Contract.

PERFORMANCE BOND: The approved form of security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the Contract.

PRECONSTRUCTION CONFERENCE: A conference following award and prior to start of construction to be attended by a duly authorized representative of the Engineer and by the responsible officials of the Contractor and other affected parties.

PROJECT: The undertaking to be performed as provided in the Contract Document.

PROPOSAL: The written offer of the Bidder, submitted on the prescribed form, properly signed and guaranteed, to perform the work at the prices quoted by the Bidder.

PROPOSAL FORM: The approved form on which the Owner requires formal bids to be prepared and submitted for the work.

PROPOSAL GUARANTY: The security furnished by the Bidder with his proposal for a Project, as guaranty he will enter into a contract for the work if his proposal is accepted.

PROVIDE: Furnish and install complete, in place, and ready for use.

RESIDENT PROJECT REPRESENTATIVE: The authorized representative of the Owner who is assigned to the Project site or any part thereof.

ROCK: An excavated material or material to be excavated; only boulders and pieces of concrete or masonry exceeding 1/2 cu. yd. in volume, or solid ledge rock which, in the opinion of the Engineer, requires, for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power-operated tool. No soft or disintegrated rock which can be removed with hand pick or power-operated excavator or shovel, no loose shaken, or previously blasted rock or broken stone in rock fillings or elsewhere, and no rock
exterior to the maximum limits of measurement allowed, which may fall into the excavation will be classified as rock.

SHOP DRAWINGS:  All drawings, diagrams, illustrations, brochures, schedules, and other data prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIALIST: An individual or firm of established reputation which is regularly engaged in, and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, or otherwise performing work required by the contract. Where the contract specifications require installation by a specialist, that term shall also be deemed to mean either the manufacturer of the item, an individual or firm licensed by the manufacturer, or an individual or firm who will perform the work under the manufacturer’s direct supervision.

SPECIFICATIONS: A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

STRUCTURES: Bridges, culverts, catch basins, drop inlets, manholes, retaining walls, cribbing, endwalls, buildings, sewers, service pipes, underdrains, foundation drains, and other miscellaneous items which may be encountered in the work, and which are not otherwise classified herein.

SUBBASE: The layer or layers of specified or selected material of designated thickness or rate of application placed on a subgrade to comprise a component of the pavement structure to support the base course, pavement, or subsequent layer of the construction.

SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

SUB-SUBCONTRACTOR: An individual, firm, or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

SUBGRADE: The top surface of a roadbed upon which the pavement structure and shoulders are constructed.

SUBSTANTIAL COMPLETION: That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL CONDITIONS: Conditions of the Contract other than the General Conditions.

SUPERINTENDENT: The Contractor’s authorized representative in responsible charge of the work.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
SURETY: The corporation, partnership, or individual bound with and for the Contractor for the full and complete performance of the contract, and for the payment of all debt pertaining to the work.

TITLES (OR HEADINGS): The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

TRENCH PROTECTION: The falsework required to maintain the side walls of excavation from cave-ins, sloughing, or otherwise moving during excavation or while work in the trench is in progress. The protection must meet all OSHA safety standards.

WORK: All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the Project.

WRITTEN NOTICE: Any notice to any part of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

1.8 ADDITIONAL DEFINITIONS: Wherever in the Specifications or on the Drawings, the words as designated, as detailed, as directed, as ordered, as permitted, as prescribed, as provided, as requested, as required, or words of like import are used, it shall be understood that the designation, detail, direction, order, permission, prescribed, provision, request, or requirement of the Engineer is intended.

Similarly, the words approved, acceptable, satisfactory, and words of like import shall mean approved by, acceptable to, or satisfactory to the Engineer.

1.9 ABBREVIATIONS: Where any other following abbreviations are used in the Specifications, they shall have the meaning set forth opposite each.

AA Aluminum Association
AAMA Architectural Aluminum Manufacturers Association
AAN American Association of Nurserymen
AAR Association of American Railroads
AASHTO American Association of State Highway and Transportation Officials
AATC American Association of Textile Chemists and Colorists
ACI American Concrete Institute
ACP American Concrete Pipe Association
AED American Equipment Dealers
AFBMA Anti-Friction Bearing Manufacturers Association, Inc.
AFI American Filter Institute
AGA American Gas Association
AGC Associated General Contractors of America, Inc.
AGMA American Gear Manufacturers Association
AHAM Association of Home Appliance Manufacturers
AHDGA American Hot Dip Galvanizers Association
AIA American Institute of Architects
AIEE American Institute of Electrical Engineers
AISC American Institute of Steel Construction
AISI American Iron and Steel Institute
ALS American Lumber Standards
AMA Acoustical Materials Association
AMCA Air Moving and Conditioning Association
ANS American Nuclear Society
ANSI American National Standards Institute
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Name</th>
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<tbody>
<tr>
<td>APA</td>
<td>American Plywood Association</td>
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<tr>
<td>API</td>
<td>American Petroleum Institute</td>
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<tr>
<td>APWA</td>
<td>American Public Works Association</td>
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<tr>
<td>ARA</td>
<td>American Railway Association</td>
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<tr>
<td>AREA</td>
<td>American Railway Engineering Association</td>
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<tr>
<td>ARI</td>
<td>Air Conditioning and Refrigeration Institute</td>
</tr>
<tr>
<td>ASA</td>
<td>Acoustical Society of America</td>
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<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
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<tr>
<td>ASLA</td>
<td>American Society of Landscape Architects</td>
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<tr>
<td>ASLE</td>
<td>American Society of Lubricating Engineers</td>
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<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
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<tr>
<td>ASQC</td>
<td>American Society for Quality Control</td>
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<tr>
<td>ASSE</td>
<td>American Society of Sanitary Engineers</td>
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<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
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<tr>
<td>AVATI</td>
<td>Asphalt and Vinyl Asbestos Tile Institute</td>
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<tr>
<td>AWI</td>
<td>Architectural Woodwork Institute</td>
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<tr>
<td>AWPA</td>
<td>American Wood Preservers' Association</td>
</tr>
<tr>
<td>AWPI</td>
<td>American Wood Preservers' Institute</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society</td>
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<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
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<tr>
<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
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<tr>
<td>CABRA</td>
<td>Copper and Brass Research Association</td>
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<tr>
<td>CDA</td>
<td>Copper Development Association</td>
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<tr>
<td>CEMA</td>
<td>Conveyor Equipment Manufacturers Association</td>
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<tr>
<td>CGA</td>
<td>Compressed Gas Association</td>
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<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>CS</td>
<td>Commercial Standards, US Department of Commerce</td>
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<tr>
<td>CSI</td>
<td>Construction Specification Institute</td>
</tr>
<tr>
<td>DCDMA</td>
<td>Diamond Core Drill Manufacturers Association</td>
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<tr>
<td>EIA</td>
<td>Electronic Industries Association</td>
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<tr>
<td>FCI</td>
<td>Fluid Control's Institute</td>
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<tr>
<td>FGJA</td>
<td>Flat Glass Jobbers Association</td>
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<tr>
<td>FIA</td>
<td>Factory Insurance Association</td>
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<tr>
<td>FM</td>
<td>Factory Mutual</td>
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<tr>
<td>FMEC</td>
<td>Factory Mutual Engineering Corporation</td>
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<tr>
<td>FS</td>
<td>Federal Specification</td>
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<tr>
<td>FSPT</td>
<td>Federation of Societies for Paint Technology</td>
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<tr>
<td>FSS</td>
<td>Federal Specifications, General Services Administration</td>
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<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
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<tr>
<td>GA</td>
<td>Gypsum Association</td>
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<tr>
<td>IBI</td>
<td>Insulation Board Institute</td>
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<tr>
<td>IBR</td>
<td>Institute of Boiler and Radiator Manufacturers</td>
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<tr>
<td>IEEE</td>
<td>Institute of Electric and Electronics Engineers</td>
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<tr>
<td>IES</td>
<td>Illuminating Engineering Society</td>
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<tr>
<td>ILIA</td>
<td>Indiana Limestone Institute of America, Inc.</td>
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<tr>
<td>IME</td>
<td>Institute of Makers of Explosives</td>
</tr>
<tr>
<td>IP</td>
<td>Institute of Petroleum (London)</td>
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<tr>
<td>IPC</td>
<td>Institute of Printed Circuits</td>
</tr>
<tr>
<td>IPCEA</td>
<td>Insulated Power Cable Engineers Association</td>
</tr>
<tr>
<td>ISA</td>
<td>Instrument Society of America</td>
</tr>
<tr>
<td>ISO</td>
<td>International Organization for Standardization</td>
</tr>
<tr>
<td>ITE</td>
<td>Institute of Traffic Engineers</td>
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<tr>
<td>LIA</td>
<td>Lead Industries Association</td>
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<tr>
<td>MBMA</td>
<td>Metal Building Manufacturers Association</td>
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<tr>
<td>MIA</td>
<td>Marble Institute of America</td>
</tr>
<tr>
<td>MLA</td>
<td>Metal Lath Association</td>
</tr>
<tr>
<td>MLMA</td>
<td>Metal Lath Manufacturers Association</td>
</tr>
<tr>
<td>MPTA</td>
<td>Mechanical Power Transmission Association</td>
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</tbody>
</table>
Low Battery Restoration Project – Phase III (Limehouse St. – King St.)

MRIS  Maritime Research Information Service
MS    Military Specification
MSTD  Military Standard
NAAMM National Association of Architectural Metal Manufacturers
NAFM  National Association of Fan Manufacturers
NBFU  National Board of Fire Underwriters
NBS   National Bureau of Standards
NCCLS National Committee for Clinical Laboratory Standards
NCMA  National Concrete Masonry Association
NEC   National Electrical Code
NECA  National Electrical Contractors Association, Inc.
NEMA  National Electrical Manufacturers Association
NFCA  National Fire Code
NFPA  National Fire Protection Association
NHLA  National Hardware Lumber Association
NLA   National Lime Association
NLGI  National Lubricating Grease Institute
NLMA  National Lumber Manufacturers Association
NMA   National Microfilm Association
NMWIA National Mineral Wool Insulation Association
NPC   National Plumbing Code
NRCA  National Roofing Contractors Association
NRMCA National Ready Mixed Concrete Association
NSF   National Sanitation Foundation
NTMA  The National Terrazzo and Mosaic Association
NWMA  National Woodwork Manufacturers Association
OSHA  Occupational Safety and Health Act
PCA   Portland Cement Association
PCI   Prestressed Concrete Institute
PDCA  Painting and Decorating Council of America
PEI   Porcelain Enamel Institute
PI    Perlite Institute
RIS   Redwood Inspection Service
RMA   Rubber Manufacturers Association
RTI   Resilient Tile Institute
RWMA  Resistance Welder Manufacturers Association
SAE   Society of Automotive Engineers
SAMA  Scientific Apparatus Makers Association
SBI   Steel Boiler Institute
SCDOR South Carolina Department of Transportation
SCPI  Structural Clay Products Institute
SDI   Steel Deck Institute
SIS   Swedish Standards Association
SJI   Steel Joist Institute
SMA   Screen Manufacturers Association
SMACNA Sheet Metal and Air Conditioning Contractors National Association
SPIB  Southern Pine Inspection Bureau
SPR   Simplified Practice Recommendation, US Department of Commerce
SSBC  Southern Standard Building Code
SSGC  Southern Standard Gas Code
SSPC  Steel Structures Painting Council
TAPPI  Technical Association of the Pulp and Paper Industry
TCA   Tile Council of America
TRB   Transportation Research Board
UL    Underwriters’ Laboratories, Inc.
WWPA  Western Wood Products Association
2. OWNER'S RIGHTS AND RESPONSIBILITIES

2.1 CHANGES IN THE WORK: The Owner, without invalidating the Contract, may make changes in the Work and in the Drawings and Specifications therefore by making alterations therein, additions thereto, or omissions therefrom. All work resulting from such changes shall be performed and furnished under and pursuant to the terms and conditions of the Contract. If such changes result in an increase or decrease in the work to be done hereunder, or increase or decrease the quantities thereof, adjustment in compensation shall be made therefore as provided in Subsection 7.12 entitled PAYMENT FOR EXTRA WORK.

Except in an emergency endangering life or property, no change shall be made unless in pursuance of a written order from the Engineer authorizing the change, and no claim for additional compensation shall be valid unless the change is so ordered.

The Contractor agrees that he shall neither have nor assert any claim for, or be entitled to, any additional compensation for damages or for loss of anticipated profits on work that is eliminated.

2.2 PROJECT ENGINEER: The consultant for this project is: Ryan Mattie, PE, Johnson, Mimiran & Thompson, 843-779-3705.

2.3 ENGINEER'S AUTHORITY: The Engineer will be the Owner's representative during the construction period and will observe the work in progress on behalf of the Owner. The Engineer will have the authority to act on behalf of the Owner in the following matters consistent with Owner's rights and obligations as set forth in these Contract Documents:

2.3.1 Interpretation of Contract Documents.
2.3.2 Approval of samples and shop drawings.
2.3.3 Preparation of supplementary details and instructions.
2.3.4 Inspection and approval of construction work.
2.3.5 Preliminary approval of progress payment applications.

Any instructions the Engineer may issue the Contractor shall be adjudged an interpretation of the Contract requirements and not an act of supervision. The Engineer has no authority, nor accepts any responsibility, either direct or implied, to direct and superintend the construction operations.

The Contractor shall proceed without delay to perform the work as directed, instructed, determined, or decided by the Engineer and shall comply promptly with such directions, instructions, determinations, or decisions. If the Contractor has any objection thereto, he may require that any such direction, instruction, determination, or decision be put in writing and within 10 days after receipt of any such writing, he may file a written protest with the Owner stating clearly and in detail his objections, the reasons therefore, and the nature and amount of additional compensation, if any, to which he claims he will be entitled thereby. A copy of such protest shall be filed with the Engineer at the same time it is filed with the Owner. Unless the Contractor files such written protest with the Owner and Engineer within such 10 day period, he shall be deemed to have waived all grounds for protest of such direction, instruction, determination, or decision and all claims for additional compensation or damages occasioned thereby, and shall further be deemed to have accepted such direction, instructions, determination, or decision as being fair, reasonable, and finally determinative of his obligations and rights under the Contract.

2.4 LIABILITY OF OWNER: No person, firm, or corporation, other than the Contractor, who signed this Contract as such, shall have any interest herein or right hereunder. No claim shall be made or be valid either against the Owner or any agent of the Owner and neither the Owner nor any agent of the Owner shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment as fixed in
the final estimate shall operate as and shall be a full and complete release of the Owner and of every agent of the Owner of and from any and all claims, demands, damages, and liabilities of, by, or to the Contractor for anything done or furnished for or arising out of or relating to or by reason of the work or for or on account of any act or neglect of the Owner or of any agent of the Owner or of any other person, arising out of, relating to, or by reason of the work, except the claim against the Owner for the unpaid balance, if any there be, of the amounts retained as herein provided.

2.5 RIGHTS-OF-WAY AND SUSPENSION OF WORK: The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the Work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible. But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

2.6 SURVEYS, PERMITS, AND REGULATIONS: The Owner will furnish all boundary surveys and establish all base lines for locating the principal component parts of the Work together with a suitable number of bench marks adjacent to the Work as shown in the Contract Documents. From the information provided by the Owner, unless otherwise specified in the Contract Documents, the Contractor shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations, and cut sheets. The Contractor shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

Permits and licenses of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor unless otherwise stated in the Supplemental Conditions. Encroachment permits, easements for permanent structures, and permits for permanent changes in existing facilities shall be secured and paid for by the Owner, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the Work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he shall promptly notify the Engineer in writing, and any necessary changes shall be adjusted as provided in Subsection 2.1 entitled CHANGES IN THE WORK.

2.7 LINES, GRADES, AND MEASUREMENTS: The Owner's Engineer will set sufficient base lines and elevations as shown on the Drawings for location of the Work. The Contractor shall employ a registered civil engineer, or land surveyor and shall require said Engineer to establish all lines, elevations, reference marks, batter boards, etc., needed by the Contractor during the progress of the work, and from time to time to verify such marks by instrument or other appropriate means.

The Owner's Engineer shall be permitted at all times to check the lines, elevations, reference marks, batter boards, etc., set by the Contractor, who shall correct any errors in lines, elevations, reference marks, batter boards, etc., disclosed by such check. Such check shall not be construed to be an approval of the Contractor's work and shall not
relieve or diminish in any way the responsibility of the Contractor for the accurate and satisfactory construction and completion of the work.

The Contractor shall make, check and be responsible for all measurements and dimensions necessary for the proper construction of, and the prevention of misfitting in, the work.

2.8 OWNER'S RIGHT OF AUDIT: In case the Owner agrees that a Contractor is to perform work on a cost plus basis, the Owner is to have a full and complete right to audit and make copies of Contractor's or Subcontractor's records with respect to any payment the Owner may be requested to make for any work done on a cost plus basis.

2.9 OWNER'S RIGHT TO SEPARATE CONTRACTS: The Owner reserves the right to let other contracts in connection with the Work under similar General Conditions. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate his work with theirs.

The Owner may perform additional Work related to the Project by himself, or he may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such Contracts (or the Owner, if he is performing the additional Work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

2.10 OWNER'S RIGHT TO DO WORK: If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this contract, the Owner, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner on demand.

The Engineer's certificate setting forth the fair and reasonable cost of repairing, replacing, rebuilding, or restoring any damaged or defective work or equipment when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

2.11 OWNER'S RIGHT TO TERMINATE CONTRACT: If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or trustee should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregard laws, ordinances, or the instructions of the Owner and his representatives, or otherwise be guilty of substantial violation of any provision of the Contract, then the Owner, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety, if any, seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, as it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work including compensation for additional engineering, managerial, and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

2.12 SUSPENSION OF WORK, TERMINATION, AND DELAY: The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by written notice to the Contractor and the Engineer,
which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

2.13 INSPECTIONS AND TESTING: If the Contract Documents, Owner’s instructions, laws, ordinances, or any public authority having jurisdiction require any work to be specially tested or approved, the Contractor shall give the Owner timely notice of its readiness for observation by the Owner or inspection by another authority, and if the inspection is by another authority rather than the Owner, of the date fixed for such inspection. The required certificates of such inspection shall be secured by the Contractor. Observations by the Owner shall be promptly made, and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Owner, it must, if required by the Owner, be uncovered for examination, at the Contractor’s expense.

2.14 INSPECTION OF WORK AWAY FROM THE SITE: If the work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture, or testing, or before shipment, the Contractor shall give notice to the Engineer of the place and time where such fabrication, manufacture, testing, or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

2.15 PIPE LOCATION: Exterior pipelines will be located substantially as indicated on the Drawings, but the right is reserved to the Owner acting through the Engineer, to make such modifications in location as may be found desirable to avoid interference with structures or for other reasons. Where fittings, etc. are noted on the Drawings, such notation is for the Contractor’s convenience and does not relieve him from laying and jointing different or additional items where required.

2.16 PRIOR USE OR OCCUPANCY: The Owner reserves the right to use or occupy the Work or portion thereof, and to use equipment installed under the Contract, prior to final acceptance. Such use or occupancy will not constitute acceptance of the Work or any part thereof. Despite such use or occupancy, guarantee periods will not begin until the completion of all work under the Contract, unless agreement to the contrary is made in writing between the parties.

2.17 WEATHER CONDITIONS: In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to, protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect its work, such materials shall be removed and replaced as the expense of the Contractor.

2.18 OWNER’S RIGHT TO CLEAN UP: If a dispute arises between the separate contractors as to their responsibility for cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Engineer shall determine to be just.

3. CONTRACTOR’S RIGHTS AND RESPONSIBILITIES

3.1 ACCESS TO WORK: The Owner, the Engineer, and their officers, agents, servants, and employees plus representatives of the various participating Federal or State agencies may at any and all times and for any and all purposes, enter upon the work and site thereof and the premises used by the Contractor, and the Contractor shall at all times provide safe and proper facilities therefore.

3.2 ACCIDENT PREVENTION: In the performance of the contract the Contractor shall comply with the applicable provisions of the regulations issued by the Secretary of Labor.
pursuant to section 107 of the Contract Work Hours and Safety Standards Act entitled Safety and Health Regulations for Construction (29 CFR 1518, renumbered as Part 1926). Occupational Safety and Health Standards (29 CFR Part 1910) issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970 are applicable to work performed by the contractor subject to the provisions of the Act.

3.3 **STATED ALLOWANCES:** The Contractor shall include in his proposal the cash allowances stated in the Bid Schedule. The Contractor shall purchase the Allowed Materials or Services as directed by the Engineer. If the actual price for purchasing the Allowed Materials or Services is more or less than the Cash Allowance, the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance, or any other incidental expenses.

3.4 **ARCHAEOLOGICAL RIGHTS:** There is a possibility that items of archaeological significance may be found during the excavation of the site. In such event, the Contractor shall stop excavation in the vicinity of the find and notify the Engineer immediately; subsequent excavation work shall proceed as directed by the Engineer. All items found which are considered to have archaeological significance are the property of the Owner.

3.5 **AS-BUILT DRAWINGS:** The Contractor shall designate one set of Drawings for As-Built Drawings. The Contractor shall indicate on these drawings all field changes affecting various mechanical, electrical, piping, and other items as well as locations as actually installed. The As-Built Drawings shall be kept current by the Contractor. The As-Built Drawings shall be delivered to the Engineer upon completion and acceptance of the work. Final payment for the work will not be made until the As-Built Drawings have been completed and delivered as indicated above.

3.6 **OBLIGATIONS OF CONTRACTOR:** The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities except as herein otherwise expressly specified, necessary or proper to perform and complete all work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and in accordance with the Drawings and Specifications and in accordance with the direction of the Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications, and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

The Contractor shall check all dimensions, elevations, quantities, and instructions shown on the Drawings or given in the Specifications and shall notify the Engineer should any discrepancy of any kind be found in the Drawings, Specifications, or conditions at the site. He will not be allowed to take advantage of any discrepancy, error, or omission in the Contract Documents. If any discrepancy is discovered, the Engineer will issue full instructions pertaining thereto, and the Contractor shall carry out these instructions as if originally specified.

3.7 **CLAIMS FOR ADDITIONAL COST:** If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor to the Owner before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance
with Subsection 3.28 entitled PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

3.8 CLAIMS FOR DAMAGE: If the Contractor makes claim for any damages alleged to have been sustained by breach of contract or otherwise, he shall, within ten (10) days after occurrence of the alleged breach or within ten (10) days after such damages are alleged to have been sustained, whichever date is the earlier, file with the Engineer a written, itemized statement in triplicate of the details of the alleged breach and the details and amount of the alleged damages. The Contractor agrees that unless such statement is made and filed as so required, his claim for damages shall be deemed waived, invalid, and unenforceable, and that he shall not be entitled to any compensation for any such alleged damages. Within ten (10) days after the timely filing of such statement, the Engineer shall file with the Owner one copy of the statement together with his recommendations for action by the Owner.

The Contractor shall not be entitled to claim any additional compensation for damages by reason of any direction, instruction, determination, or decision of the Engineer, nor shall any such claims be considered, unless the Contractor shall have complied in all respects with the last paragraph of Subsection 2.2 entitled ENGINEER'S AUTHORITY, including, but not limited to, the filing of written protest in the manner and within the time therein provided.

3.9 CUTTING AND PATCHING: The Contractor shall leave all chases or openings for the installation of his own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. He shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.

In case of his failure to leave or cut all such openings or have all such sleeves provided and set in proper time, he shall cut them or set them afterwards at his own expense, but in so doing he shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent and approval of the Engineer.

The Contractor shall carefully fit around, close up, repair, patch, and point around the work specified herein to the satisfaction of the Engineer.

All of this work shall be done by careful workmen competent to do such work and with the proper small hand tools. Power tools shall not be used except where, in the opinion of the Engineer, the type of tool proposed can be used without damage to any work or structure and without inconvenience or interference with the operation of any facility. The Engineer's approval of the type of tool shall not in any way relieve or diminish the responsibility of the Contractor for such damage, inconvenience or interference resulting from the use of such tools.

The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of his subcontractors to cut or alter the work of any other contractor or subcontractor except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of his subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.
3.10 **CLEANING UP:** The Contractor at all times shall keep the site of the work free from rubbish and debris caused by his operation under the Contract. When the work has been completed, the Contractor shall remove from the site of the work all of his plant, machinery, tools, construction equipment, temporary work, and surplus materials so as to leave the work and the site clean and ready for use.

All public streets adjacent to the site and all private ways at the site shall be kept clean of debris, spilled materials, and wet and dry earth at all times and shall be cleaned at the end of each working day. When wet earth is encountered, it shall be cleaned from the vehicles before they leave the site and enter streets and private ways.

3.11 **NON-COMPLIANCE WITH CONTRACT REQUIREMENTS:** In the event the Contractor, after receiving written notice from the Owner of non-compliance with any requirement of this Contract, fails to initiate promptly such action as may be appropriate to comply with the specified requirement within a reasonable period of time, the Owner shall have the right to order the Contractor to stop any or all work under the Contract until the Contractor has complied or has initiated such action as may be appropriate to comply within a reasonable period of time. The Contractor will not be entitled to any extension of contract time or payment for any costs incurred as a result of being ordered to stop work for such cause.

3.12 **OVERALL PROJECT COORDINATION:** The Contractor shall coordinate all Work of his Contract to produce the required finished Project in accordance with the Contract Documents. Special attention shall be given to the submission of shop drawings, samples, color charts, and requests for substitution within the specified time; furnishing the proper shop drawings to Subcontractors and material suppliers, whose work and equipment is affected by and related thereto; and the furnishing of all information concerning location, type, and size of built-in equipment and materials and equipment utilities. This coordination is in addition to all other coordination requirements called for in the technical sections of the Specifications.

3.13 **COMMUNICATIONS:** The Contractor shall forward all communications to the Owner through the Engineer.

3.14 **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3.15 **DRAWINGS AND SPECIFICATIONS AT THE SITE:** The Contractor shall maintain at the site one complete set of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders, and other Modifications, in good and readable condition and marked to record all changes made during construction. These shall be available to the Engineer. The Drawings, marked to record all changes made during construction, shall be delivered to the Engineer for the Owner upon completion of the work.

3.16 **EMPLOY COMPETENT PERSONS:** The Contractor shall endeavor to employ only competent persons on the Work. Whenever the Engineer notifies the Contractor in writing that in his opinion any person on the Work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of the Contract, such person shall be discharged from the Work and shall not again be employed on it, except with the written consent of the Engineer. Provided, however, that the failure of the Owner or Engineer to object to an employee is not to be considered acknowledgment or approval of the employee's competence by the Engineer or Owner.
3.17 **EMPLOY SUFFICIENT LABOR AND EQUIPMENT:** If, in the judgment of the Engineer, the Contractor is not employing sufficient labor, plant, equipment, or other means to complete the work within the time specified, the Engineer may, after giving written notice, require the Contractor to employ such additional labor, plant, equipment, and other means as the Engineer may deem necessary to enable the work to progress properly.

3.18 **EXISTING STRUCTURES:** Where the dimensions and locations of existing structures are of importance in the installation or connection of any part of the Work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment which is dependent on the correctness of such information.

3.19 **INDEMNIFICATION:** The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses, including attorneys’ fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

In any and all claims against the Owner or the Engineer, or any of their agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by a limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workmen’s compensation acts, disability benefit acts, or other employee benefits acts.

3.20 **INTOXICATING LIQUORS:** The Contractor shall not sell and shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work.

3.21 **LEGAL ADDRESS OF CONTRACTOR:** The Contractor’s business address and his office at or near the site of the work are both hereby designated as places to which communications may be delivered. The depositing of any letter, notice, or other communication in a postpaid wrapper directed to the Contractor’s business address in a post office box regularly maintained by the US Postal Service or the delivery at either designated address of any letter, notice, or other communication by mail or otherwise shall be deemed sufficient service thereof upon the Contractor, and the date of such service shall be the date of receipt. The first named address may be changed at any time by an instrument in writing, executed and acknowledged by the Contractor, and delivered to the Engineer. Service of any notice, letter, or other communication upon the Contractor personally shall likewise be deemed sufficient service.

3.22 **MUTUAL RESPONSIBILITY OF CONTRACTORS:** The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

If any part of the Contractor’s Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Owner any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor’s work as fit and proper to receive his Work, except as to defects which may develop in the other separate contractor’s work after the execution of the Contractor’s Work. To ensure proper execution of the subsequent work, the Contractor shall measure work already in place and shall at once
report to the Owner any discrepancy between the executed work and the Contract Documents.

Should the Contractor cause damage to any separate contractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at Contractor's expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

3.23 NIGHT, LEGAL HOLIDAYS, AND SUNDAY WORK: No work shall be done at night, legal holidays, or on Sunday except:

3.23.1 Usual protective work, such as pumping and the tending of lights and fires;

3.23.2 Work done in case of emergency threatening injury to persons or property;

3.23.3 When provided for under Supplemental Conditions as herein specified;

3.23.4 If all of the conditions set forth in the next paragraph below are met.

No work other than that included in 3.23.1, 3.23.2, and 3.23.3 above, shall be done at night except when:

3234.1 In the judgment of the Engineer, the work will be of advantage to the Owner and can be performed satisfactorily at night;

3234.2 The work will be done by a crew organized for regular and continuous night work;

3234.3 The Engineer has given written permission for such night work.

Any work necessary to be performed after regular hours, on Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.

3.24 OCCUPYING PRIVATE LAND: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, materials, or equipment, any land outside the rights-of-way or property of the Owner. A copy of the written consent shall be given to the Engineer prior to occupation of private land.

3.25 PERMITS AND RESPONSIBILITIES: The Contractor shall, without additional expense to the Owner, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the execution of the work. He shall be similarly responsible for all damages to persons or property that occur as a result of his fault or negligence. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction there of which theretofore may have been accepted.

3.26 PRECAUTIONS DURING ADVERSE WEATHER: During adverse weather and against the possibility thereof, the Contractor shall take all necessary precautions so that the Work may be properly done and satisfactory in all respects. When required, protection shall be provided by use of tarpaulins, wood and building-paper shelters, or other approved means.

During cold weather, materials shall be preheated, if required, and the materials and adjacent structure into which they are to be incorporated shall be made and kept
sufficiently warm so that a proper bond will take place and a proper curing, aging, or drying will result. Protected spaces shall be artificially heated by approved means that will result in a moist or a dry atmosphere according to the particular requirements of the work being protected. Ingredients for concrete and mortar shall be sufficiently heated so that the mixture will warm throughout when used.

The Engineer may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather may be, in any season. The Contractor agrees that he shall not have or assert any claim for or be entitled to any additional compensation or damages on account of any such suspension.

3.27 PROTECTION OF WORK, PROPERTY, AND PERSONS: The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction. He will erect and maintain as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. He will notify owners of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedied all damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the Contract Documents or to the acts or omissions of the Owner or the Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

3.28 PROTECTION OF WORK, PROPERTY, AND PERSONS IN AN EMERGENCY: In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Contractor, without special instruction or authorization from the Engineer or Owner, shall act to prevent threatened damage, injury, or loss. He will give the Engineer prompt Written Notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved.

3.29 PROTECTION AGAINST WATER AND STORM: The Contractor shall take all precautions necessary to prevent damage to the Work by storms or by water entering the site of the Work directly, tidally, or through the ground. In case of damage by storm or water, the Contractor shall at his own cost and expense make such repairs or replacements or rebuild such parts of the Work as the Engineer may require in order that the finished work may be completed as required by the Contractor.

3.30 PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS: The Contractor will preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the site of the work which is not to be removed and which does not reasonably interfere with the construction work. Care shall be taken in removing trees authorized for removal to avoid damage to vegetation to remain in place. Any limbs or branches of trees broken during such operations or by the careless operation of equipment or by workmen, shall be trimmed with a clean cut and painted with an approved tree pruning compound as approved by the Engineer.
The Contractor will protect from damage all existing improvements or utilities at or near the site of the work, the location of which is made known to him, and will repair or restore any damage to such facilities resulting from failure to comply with the requirements of this Contract or the failure to exercise reasonable care in the performance of the Work. If the Contractor fails or refuses to repair any such damage promptly, the Owner may have the necessary work performed and charge the cost thereof to the Contractor.

The Contractor shall protect the trunks of trees adjacent to his work with the tree protection barricades shown in details. Tree protection shall be constructed to protect trees from injury from piled material, from equipment, from his operation, or otherwise due to his work. Excavating machinery and cranes shall be of suitable type and shall be operated with care to prevent injury to trees not to be cut and particularly to overhanging branches and limbs.

On paved surfaces, the Contractor shall not use or operate tractors, bulldozers or other power-operated equipment, the treads or wheels of which are so shaped as to cut or otherwise injure such surfaces.

3.31 **RESTORATION OF PROPERTY:** All existing surfaces, including lawns, grassed, and planted areas which have been injured by the Contractor's operations, shall be restored to a condition at least equal to that in which they were found immediately before work was begun. Suitable materials and methods shall be used for such restoration. All restored plantings shall be maintained by cutting, trimming, fertilizing, etc., until acceptance. The restoration of existing property or structures shall be done as promptly as practicable and shall not be left until the end of construction period.

3.32 **INTERFERENCE WITH AND PROTECTION OF STREETS:** The Contractor shall not close or obstruct any portion of a street, road, or private way without obtaining permits therefore from the proper authorities. If any street, road, or private way shall be rendered unsafe by the Contractor's operations, he shall make such repairs or provide such temporary ways or guards as shall be acceptable to the proper authorities. See Section 4 - Supplemental Conditions.

Streets, roads, private ways, and walks not closed shall be maintained passable and safe by the Contractor, who shall assume and have full responsibility for the adequacy and safety of provisions made therefore.

The Contractor shall, at least 24 hours in advance, notify the highway, police, and fire departments in writing, with a copy to the Engineer, if the closure of a street or road is necessary. He shall cooperate with the police department in the establishment of alternate routes and shall provide adequate detour signs, plainly marked and well lighted, in order to minimize confusion.

3.33 **TRAFFIC CONTROL:** Where control of traffic is required for public safety, the Contractor shall provide an adequate number of flagmen employed at his own expense.

3.34 **CONSTRUCTION DRAINAGE:** The Contractor shall furnish all labor, materials and necessary equipment for the temporary control of surface water, tidal flow, and seepage water during construction and keep all excavations, pits, and trenches free from water at all times.

The Contractor shall furnish and operate pumps and other equipment required. Dikes and ditches shall be constructed around excavations and elsewhere as necessary to prevent surface water from flooding the excavations or standing in areas adjacent to excavations, in work areas, or in material storage areas. The Contractor shall take all necessary precautions to protect adjacent areas and properties at points other than that which would be considered the natural flow, prior to construction, without the expressed consent of the Owner in writing with a copy to the Engineer. He shall take steps to prevent the erosion of
soil, earth, and other material and the conduction of the eroded materials onto adjacent 
properties and shall be responsible for the removal of such materials and the restoration of 
adjacent areas to their original condition.

3.35 RETURN OF DRAWINGS: All copies of Drawings, Specifications, and other Documents 
furnished by the Owner or the Engineer to the Contractor may be used only in connection 
with the prosecution of the Work and shall be returned by the Contractor upon completion of 
the Work.

3.36 SITE INVESTIGATION: The Contractor acknowledges that he has investigated and 
satisfied himself as to the conditions affecting the Work, including but not restricted to 
those bearing upon transportation, disposal, handling and storage of materials, 
availability of labor, water, electric power, roads and uncertainties of weather, river 
stages, water table, tides, or similar physical conditions at the site, the confirmation and 
conditions of the ground, the character of equipment and facilities needed preliminary to 
and during prosecution of the Work. The Contractor further acknowledges that he has 
satisfied himself as to character, quality, and quantity of surface and subsurface materials 
or obstacles to be encountered insofar as this information is reasonably ascertainable 
from an inspection of the site, including all exploratory work done by the Owner, as well 
as from information presented by the Drawings and Specifications made a part of this 
Contract. Any failure by the Contractor to acquaint himself with the available information 
will not relieve him from responsibility for estimating properly the difficulty or cost of 
successfully performing the work. The Owner assumes no responsibility for any 
conclusions or interpretations made by the Contractor on the basis of the information 
made available by the Owner.

3.37 SOIL EROSION AND SEDIMENT CONTROL: The Contractors attention is directed to 
the fact that unless exposed earth areas are properly cared for during construction, they 
may result in substantial sedimentation damage downstream from the construction area. 
The Contractor shall be responsible for conducting his site grading and drainage 
operations in such manner as to prevent excessive soil erosion of the construction site 
work areas. He shall at all times provide satisfactory means to prevent the movement and 
washing of soil onto pavements or into adjacent ditches, swales, inlets, and drainage 
pipes, to avoid the possibility of these structures becoming clogged with soil. He shall 
promptly repair all areas that may become eroded and shall clear drainage ditches, 
swales, and structures of siltation. The Contractor will indemnify and save harmless the 
Owner and Engineer from and against any and all claims, demands, fines, or 
assessments, including attorneys' fees and cost of defense arising out of or caused by 
the Contractor's failure to provide soil erosion and sediment control.

3.38 SUBSURFACE CONDITIONS: The applicable provisions governing Subsurface 
Conditions are contained in the Contract Documents.

3.39 SUBCONTRACTING: The Contractor may utilize the services of specialty 
Subcontractors on those parts of the Work, which, under normal contracting practices, 
are performed by specialty Subcontractors. The Contractor shall, without additional 
expense to the Owner, utilize the services of specialty subcontractors on those parts of 
the work specified to be performed by specialty subcontractors.

The Contractor shall not award any work to any subcontractor without prior written 
approval of the Owner, which approval will not be given until the Contractor submits to 
the Owner a written statement concerning the proposed award to the subcontractor, 
which statement shall contain such information as the Owner may require. No request 
for payment will be approved before this list has been received and reviewed by the 
Owner.

The Contractor shall not award Work to Subcontractors, in excess of fifty percent (50%) 
of the Contract Price, without prior written approval of the Owner.
The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts or omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provisions of the Contract Documents.

If any other contractor or any subcontractor of any such other contractor shall suffer or claim to have suffered loss, damage, or delay by reason of the acts or omissions of the Contractor or of any of his subcontractors, the Contractor agrees to assume the defense against any such claim and to reimburse such other contractor or subcontractor for such loss or damage. The Contractor agrees to and does hereby indemnify and save harmless the Owner from and against any and all claims by such other contractors or subcontractors alleging such loss, damage, or delay and from and against any and all claims, demands, costs, and expenses, including attorneys' fees, arising out of, relating to, or resulting from such claims.

The Contractor shall be responsible for the coordination of the trades, subcontractors, and material men engaged upon his work. The Owner or Engineer will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors. If any Subcontractor on the project, in the opinion of the Engineer, proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

3.40 **SUPERVISION**: The Contractor shall keep on his work, during its progress, a competent superintendent and any necessary assistants, all being satisfactory to the Owner. The superintendent shall not be changed except with the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor. Important directions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case. The Owner shall not be responsible for the acts or omissions of the superintendent or his assistants.

The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all Drawings, Specifications, and other instructions and shall at once report to the Owner any error, inconsistency, or omission which he may discover.

3.41 **TAXES**: The Contractor shall promptly pay federal, state, and local taxes which may be assessed against him in connection with the work or his operations under the Agreement and/or the other Contract Documents, including, but not limited to, taxes attributable to the purchase of materials and equipment, to the performance of services, and the employment of persons in the prosecution of the work.

3.42 **TEMPORARY HEAT**: The Contractor shall provide temporary heat whenever necessary to protect all Work and materials against injury from dampness and cold and to dry out moisture from the building. Fuel, equipment, and method of heating shall be satisfactory to the Owner’s Insurer and the Engineer.

Temporary heating apparatus shall be installed and operated in such a manner that finished work will not be damaged thereby.
3.43 **SANITARY FACILITIES:** The Contractor shall provide adequate sanitary facilities for the use of those employed on the Work. Such facilities shall be made available when the first employees arrive on the site of the Work, shall be properly secluded or screened from public observations, and shall be constructed and maintained during the progress of the Work in suitable numbers and at such points and in such manner as may be required or approved. The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The Owner and the Engineer shall have the right to inspect such facilities at all times to determine whether or not they are being properly and adequately maintained.

3.44 **TEMPORARY UTILITIES:** The Contractor shall make arrangements for and furnish as a part of the Contract, all electricity, water, lighting, and other utilities needed to do the Work called for by the Contract. Any separate contractors having a contract with the Owner shall make arrangements for and share the cost with the Contractor for the use of the required utilities on a pro rated schedule based on an agreed basis. All Electrical Work shall comply with the National Electrical Code.

The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters. The Contractor shall provide sufficient electric lighting so that all work may be done in a workmanlike manner when there is not sufficient daylight.

3.45 **UNCOVERING AND CORRECTION OF WORK:** The Engineer shall be furnished by the Contractor with every reasonable facility for examining and inspecting the work and for ascertaining that the work is being performed in accordance with the requirements and intent of the Contract, even to the extent of requiring the uncovering or taking down of portions of finished work by the Contractor.

Should the work thus uncovered or taken down prove satisfactory, the cost of uncovering or taking down and the replacement thereof shall be considered as extra work unless the original work was done in violation of the Contract in point of time or in the absence of the Engineer or his inspector and without his written authorization, in which case said cost shall be borne by the Contractor. Should the work uncovered or taken down prove unsatisfactory, said cost shall likewise be borne by the Contractor.

The inspection of the work shall not relieve the Contractor of any of his obligations to perform and complete the work as required by the Contract. Defective work shall be corrected and unsuitable materials, equipment, apparatus, and other items shall be replaced by the Contractor, notwithstanding that such work, materials, equipment, apparatus, and other items may have been previously overlooked or accepted or estimated for payment. If the work or any part thereof shall be found defective at any time before the final acceptance of the work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer; if any materials, equipment, apparatus, or other items brought upon the site for use or incorporation in the work, or selected from the same, are condemned by the Engineer as unsuitable or not in conformity with the Specifications or any of the other Contract Documents, the Contractor shall forthwith remove such materials, equipment, apparatus, and other items from the site of the work and shall at his own cost and expense make good and replace the same and any material furnished by the Owner which shall be damaged or rendered defective by the handling or improper installation by the Contractor, his agents, servants, employees, or subcontractors.

If the Owner deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

3.46 **COOPERATION WITH UTILITIES:** The Owner will notify all utility companies, all pipe line owners, or other parties affected, and endeavor to have all necessary adjustments of the
Low Battery Restoration Project – Phase III (Limhouse St. – King St.)

Public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable.

Water lines, gas lines, wire lines, sewer lines, water and gas meter boxes, water and gas valve boxes, manholes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the Owners under separate agreement, except as otherwise provided for in the Supplemental Conditions or as noted on the Drawings.

The Drawings will show all known utilities located within the limits of the contract according to information obtained. The accuracy of the Drawings, in this respect, is not guaranteed by the Owner. The Contractor shall have considered in his bid all of the permanent and temporary utility appurtenances in the present or relocated position. No additional compensation will be allowed for any delays, inconveniences, or damages sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

Unless otherwise provided, the cost of temporary rearrangement of utilities made only in order to facilitate the construction of the work will be borne by the Contractor.

3.47 VERIFICATION OF DIMENSIONS AND ELEVATIONS: Dimensions and elevations indicated on the Drawings in reference to existing structures, location of utilities, sewer inverts, or other information on existing facilities, are the best available data obtainable but are not guaranteed by the Engineer. The Engineer will not be responsible for their accuracy. Before proceeding with any work dependent upon the data involved, the Contractor shall field check and verify all dimensions, grades, inverts, lines, elevations, or other conditions of limitations at the site of the work to avoid construction errors or damage to existing facilities. If any work is performed by the Contractor, or any subcontractors, prior to adequate verification of applicable data, any resultant extra cost for adjustment of work necessary to conform to existing facilities, shall be assumed by the Contractor without reimbursement or compensation by the Owner.

If the Contractor, in the course of the work, finds any discrepancy between the Drawings and the physical conditions of the locality, or any errors or omissions in the Drawings or in the layout as given by survey points and instructions, he shall immediately inform the Engineer, in writing. The Engineer will promptly investigate the reported conditions and issue such instructions as may be necessary for the proper execution of the work. Any work done after such discovery and prior to receipt of such instructions shall be at the risk of the Contractor.

4. MATERIALS, EQUIPMENT AND WORKMANNERSHIP

4.1 CHEMICAL USAGE: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either EPA or USDA. The use of all such chemicals and disposal of residues shall be in strict conformance with manufacturer and USDA instructions.

4.2 CONTRACTOR’S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him, in the Work, free from all liens, claims, or encumbrances.

4.3 CORRECTION OF WORK BEFORE COMPLETION: The Contractor shall promptly remove from the premises all work condemned by the Owner as failing to conform to the Contract Documents, whether incorporated or not and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without
expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

If the Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the Owner may remove it, and after storing it at the job site for 30 days, due written notice thereof being given the Contractor, the Owner may offer the material for sale and removal from the premises. Net proceeds from such sale shall be for the Contractor's credit against the Owner's Right to Do Work. If the material has no sale value, the Owner may remove it from the premises and/or otherwise dispose of it. The costs of such disposition shall be deducted from payments to the Contractor as provided in Subsection 2.10 entitled OWNER'S RIGHT TO DO WORK.

4.4 CORRECTION OF WORK AFTER COMPLETION: The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting there from which shall appear within a period of one year from the date of final acceptance of the work except where longer periods are specified and in accordance with the terms of any special guarantees provided in the Contract.

4.5 CORRECTIONS OF WORK AFTER GUARANTEE PERIOD: It shall be the responsibility of the Contractor to permanently correct all defective items called to his attention within the guarantee period, whether such correction be made within the guarantee period or not. The Contract shall not be fully performed until such permanent corrections are made.

4.6 GENERAL GUARANTEE: For a period of at least one year after final acceptance, or longer if required by law, or by a special warranty provision of the CONTRACT DOCUMENTS, the CONTRACTOR warrants the fitness and soundness of all work done and for materials and equipment put in place. Neither the Final Certificate of Payment nor any other provision in the said CONTRACT shall constitute an acceptance of WORK not done in accordance with the CONTRACT DOCUMENTS, or relieve the CONTRACTOR of liability in respect to any express or implied warranties for faulty materials or workmanship. If within one year after the date of final completion or such longer period of time as may be prescribed by Laws or Regulations, or by the terms of any applicable special guarantee required by the CONTRACT DOCUMENTS, any WORK is found to be defective, the CONTRACTOR shall promptly, without cost to the OWNER, and in accordance with the OWNER'S written instructions, either correct such defective WORK, or if it has been rejected by the OWNER, remove it from the site and replace it with non-defective WORK. If the CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the OWNER may have the defective WORK corrected or the rejected WORK removed and replaced, and all direct, indirect, and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before final completion of all THE WORK, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by written amendment.

4.6.1 If in fulfilling the requirements of the CONTRACT or of any guarantee embraced therein or required thereby, the CONTRACTOR disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the OWNER, and shall guarantee such restored work to the same extent as it was guaranteed under such other contract.

4.6.2 If the CONTRACTOR, after notice, fails to proceed promptly to comply with the terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR shall be liable for all expenses incurred.
4.6.3 All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the CONTRACT shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

4.7 **HANDLING AND DISTRIBUTION:** The Contractor shall handle, haul, and distribute all materials and all surplus materials on the different portions of the work as necessary or required; shall provide suitable and adequate storage room for materials and equipment during the progress of the work, and be responsible for the protection, loss of, or damage to materials and equipment furnished by him, until the final completion and acceptance of the work.

Storage and demurrage charges by transportation companies and vendors shall be borne by the Contractor.

4.8 **MANUFACTURER’S DIRECTIONS:** All manufactured articles, material, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturers, unless herein specified to the contrary.

If the specifications or plans are contrary to the manufacturer’s directions, the manufacturer shall be contacted by the Contractor before proceeding with the work and the Engineer advised if the manufacturer has any objections to the specified application.

4.9 **MATERIALS, SERVICES, AND FACILITIES:** It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all labor, supplies and materials, tools, machinery, equipment, transportation, supervision, temporary construction of any nature, and all other services, means, and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.

Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work shall be located so as to facilitate prompt inspection.

Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.

4.10 **MISCELLANEOUS ITEMS:** The work to be done by the Contractor, specified and enumerated under this Contract, shall include any minor details of the Work not specifically mentioned in the Specifications or shown on the Drawings, but obviously necessary for the proper completion of the Work, which shall be considered incidental and as being a part of and included with the Work for which prices are given in the Bid. The Contractor will not be entitled to any additional compensation therefore.

Miscellaneous items and accessories which are not specifically mentioned, but which are essential to produce a complete and properly operating installation or usable structure or plant, providing the indicated function, shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part, and shall be approved by the Engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the Drawings and Specifications.

4.11 **MISTAKES OF CONTRACTOR:** The Contractor shall promptly correct and make good any and all defects, damages, omissions, or mistakes, for which he and/or his agents, servants, employees, or subcontractors are responsible, and he shall pay to the Owner
all costs, expenses, losses, and damages resulting there from or by reason thereof as determined by the Engineer.

4.12 **PROTECTION AGAINST ELECTROLYSIS:** Where dissimilar metals are used in conjunction with each other, or against concrete surfaces, suitable insulation shall be provided between adjoining surfaces so as to eliminate direct contact and any resultant electrolysis. The insulation shall be bituminous impregnated felt, heavy bituminous coatings, nonmetallic separators or washers, or other approved materials.

4.13 **RIGHT TO MATERIALS:** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials, equipment, apparatus and other items furnished after they have been installed or incorporated in or attached or affixed to the work or the site, but all such materials, equipment, apparatus and other items shall, upon being so installed, incorporated, attached, or affixed, become the property of the Owner.

4.14 **ROYALTIES AND PATENTS:** The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Owner in writing.

4.15 **SUBMITTAL SCHEDULE:** Within twenty (20) days after execution and delivery of the Contract, the Contractor shall prepare and deliver to the Engineer a Submittal Schedule. This includes a list of all submittals required under the Contract. The list shall identify each major group of shop drawings, coordination drawings, and schedules and each sample and the planned submission date for each.

After the Engineer's review of the list of submittals, the Engineer will meet with the Contractor for a joint review and correction and adjustment, as necessary, for agreement on the submittal. In addition, at the meeting the duration of the review period for each submittal will be established. The Contractor's planned submission date for each submittal shall allow no less than fifteen (15) working days for review and appropriate action before approval of the submittal becomes critical to the progress of the Contractor's work. Within five (5) calendar days after the joint review, the Contractor shall make any necessary revisions to the list of submittals, including durations of the review periods, in accordance with the agreements reached during the joint review and submit two revised copies to the Engineer. No application for partial payment will be approved until the submitted schedule is approved.

4.16 **SHOP DRAWINGS:** Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures, and other data which are prepared by the Contractor or any Subcontractor, manufacturer, supplier or distributor, and which illustrate some portion of the Work. It shall be the Contractor's responsibility to furnish Shop Drawings as required by the technical specifications or as requested by the Engineer. These submittals must be made no later than is required by the submittal schedule.

Shop Drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish or shop coat, grease fittings, etc., depending on the subject of the drawing. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator, as correct for the Contract.

When so specified or if considered by the Engineer to be acceptable, manufacturer's specifications, catalog data, descriptive manner, illustrations, etc., may be submitted for approval in place of shop and working drawings. In such case the requirements shall be
as specified for shop and working drawings, insofar as applicable except that the submission shall be in quadruplicate.

The Contractor shall be responsible for the prompt and timely submittal of all shop and working drawings so that there shall be no delay to the work due to the absence of such drawings.

The Contractor shall check the Shop Drawings, shall coordinate them (by means of coordination drawings wherever required) with the work of all trades involved before submission and shall indicate thereon his approval. Drawings and schedules submitted without evidence of the Contractor's approval may be returned for resubmission.

By approving and submitting Shop Drawings, the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers, and similar data, or will do so, and that he has checked and coordinated each Shop Drawing with the requirements of the Work and of the Contract Documents.

If drawings or schedules show variations from the contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, the Engineer may approve any or all such variations and issue an appropriate change order. If the Contractor fails to describe such variations he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such drawings or schedules may have been approved.

Each Shop Drawing or Coordination Drawing shall have a blank area, five by five inches, located adjacent to the title block. The title block shall display the following:

- Number and Title of Drawing
- Date of Drawing
- Revision Number and Date (if applicable)
- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Clear Identity of Contents and Location of Work

Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Drawings and Specifications in all respects. All drawings that are correct shall be marked with the date, checker's name, and indication of the Contractor's approval, and then shall be submitted to the Engineer; other drawings shall be returned for correction.

The Contractor shall stamp all drawings to be submitted to the Engineer for approval. The rubber stamp shall incorporate the following items:

PROJECT TITLE________________________
CONTRACTOR'S NAME___________________
APPROVED BY_________________________ DATE_______
SPECIFICATION SECTION________TRANSMITTAL NO.________

The review of Shop Drawings will be general only and shall not relieve or in any respect diminish the responsibility of the Contractor for details of design, dimensions, etc., necessary for proper fitting and construction of the work as required by the Contract and for achieving the result and performance specified there under.
Should the Contractor submit for approval equipment that requires modifications to the structures, piping, layout, etc., detailed on the Drawings, he shall also submit for approval details of the proposed modifications. If such equipment and modifications are approved, the Contractor, at no additional cost to the Owner, shall do all work necessary to make such modifications. Required structural changes shall be designed and detailed by an Engineer registered in the state in which the project will be constructed. Drawings shall be signed and show registration number or may have seal affixed.

Submission of Shop Drawings shall be accompanied by a copy of a transmittal letter containing the Project name, Contractor's name, number of drawings, titles, specifications section, and other pertinent data. The submittal shall include the following:

- Four (4) legible copies of Shop Drawings or printed matter

The review of the Shop Drawings will be performed by the Engineer as follows:

- When the submittal fully conforms to the Contract Drawings and Specifications, the Engineer will approve it. The reproducible of each drawing or page of approved submittals will be stamped approved, signed, dated, and returned to the Contractor. Changes shall not be made to the approved drawings by the Contractor. If the Contractor desires to make any change from approved drawings, or pages of approved submittals, he shall notify the Engineer in writing that the approved material has been withdrawn and shall submit the substitution set in accordance with the above procedure.

- When the submittal clearly does not conform to the Contract Drawings and Specifications, the Engineer will disapprove it by stamping it Rejected. Rejected submittals shall be corrected and resubmitted within fourteen (14) calendar days from the date of rejection. Rejected submittals shall not be released for any work.

- When the submittal has only minor deviations from the Contract Drawings and Specifications, the Engineer will note the deviations and omissions as may be appropriate and approve the submittal subject to the notations by stamping it Approved as Noted. Approved as Noted submittals may be released for fabrication of work at the Contractor's risk; in any event the submittal shall be corrected and resubmitted for approval within fourteen (14) calendar days from the date of approval as noted.

The Contractor shall be responsible for delays resulting from the rejection or approval as noted of incomplete, inadequate, incorrect, or otherwise unacceptable submittals.

The Contractor shall assure that only drawings and pages of printed material bearing the Engineer's Approved stamp are allowed on the job site.

The Contractor shall submit, at the completion of the Project, one set of all reviewed and correct shop drawings, catalog cuts, and descriptive literature for all Work previously submitted. These sets shall be sent to the Engineer for the Owner before final Certificate of Payment is issued.

4.17 OPERATING AND MAINTENANCE MANUALS: One copy of each required Operating and Maintenance Manual must be submitted to the Engineer with the first submittal of shop drawings. Five additional copies of each required Operating and Maintenance Manual must be submitted to the Engineer within fourteen (14) days of the return of approved shop drawings to the Contractor. No payment will be approved on any equipment for which Operating and Maintenance Manuals are required until the Operating and Maintenance Manuals are received by the Engineer. These O&M manuals must be addressed specifically to the piece of equipment supplied and shall not
be general in nature; each item must be clearly identified and located. Each page must be printed on 8-1/2" x 11" paper or folded to that size in a manner that will be suitable for insertion in a three-ring binder.

4.18 **SAMPLES:** Samples are physical examples furnished by the Contractor to illustrate materials, equipment, or workmanship, and to establish standards by which the Work will be judged. It shall be the Contractor's responsibility to furnish samples as required by the technical specifications or as required by the Engineer. These samples must be submitted no later than is required by the Submittal Schedule.

Each sample shall have a label indicating the following:

- Project Title
- Name of Project Building or Facility
- Name of Contractor
- Name of Subcontractor (if applicable)
- Identification of Material with Specification Section
- Name of Producer and Brand (if any)

Samples shall be submitted in duplicate unless otherwise noted in the technical specifications and shall be accompanied by a copy of a transmittal letter containing Project Name, Contractor's Name, number of samples, specification section, and other pertinent data.

If the Engineer so requires, either prior to or after commencement of the work, the Contractor shall submit samples of materials for such special tests as the Engineer deems necessary to demonstrate that they conform to the Specifications. Such samples shall be furnished, taken, stored, packed, and shipped by the Contractor as directed. Except as otherwise expressly specified, the Contractor shall make arrangements for, and pay for, the tests.

All samples shall be packed to reach their destination in good condition. To ensure consideration of samples, the Contractor shall notify the Engineer by letter that the samples have been shipped and shall properly describe the samples in the letter. The letter of notification shall be sent separate from and should not be enclosed with the samples.

The Contractor shall submit data and samples, or place his orders, sufficiently early to provide ample time for consideration, inspection, testing, and approval before the materials and equipment are needed for incorporation in the work. The consequences of his failure to do so shall be the Contractor's sole responsibility.

In order to demonstrate the proficiency of workmen, or to facilitate the choice among several textures, types, finishes, surfaces, etc., the Contractor shall provide such samples of workmanship of wall, floor, finish, etc., as may be required.

When required, the Contractor shall furnish to the Engineer triplicate sworn copies of manufacturer's shop or mill tests (or reports from independent testing laboratories) relative to materials, equipment performance ratings, and concrete data.

4.19 **STORAGE OF MATERIALS AND EQUIPMENT:** All excavated materials, construction equipment, and materials and equipment to be incorporated in the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause a minimum of inconvenience to public travel and adjoining owners, tenants, and occupants.
4.20 **INSPECTION AND TESTING:** All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Contract Documents.

The Owner shall provide all inspection and testing services not required by the Contract Documents.

The Contractor shall provide at his expense the testing and inspection services required by the Contract Documents.

If the Contract Documents, laws, ordinance, rules, regulations, or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested, or approved by someone other than the Contractor, the Contractor will give the Engineer timely notice of readiness. The Contractor will then furnish the Engineer the required certificates of inspection, testing, or approval.

Inspections, tests, or approvals by the Engineer or others shall not relieve the Contractor from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

The Engineer and his representatives will at all times have access to the Work. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof.

If any Work is covered contrary to the written instructions of the Engineer it must, if requested by the Engineer, be uncovered for his observation and replaced at the Contractor's expense.

If the Engineer considers it necessary or advisable that covered Work be inspected or tested by others, the Contractor, at the Engineer's request, will uncover, expose, or otherwise make available for observation, inspection, or testing as the Engineer may require, that portion of the Work in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such Work is defective, the Contractor will bear all the expenses of such uncovering, exposure, observation, inspection, and testing and of satisfactory reconstruction. If, however, such Work is not found to be defective, the Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate Change Order shall be issued.

4.21 **SUBSTITUTIONS:** The Contractor may recommend the substitution of a material, article, or piece of equipment of equal function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price, and the Contract Documents shall be appropriately modified by Change Order.

The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time.

4.22 **OR EQUAL CLAUSE:** The phrase *or equal* shall be construed to mean that material or equipment will be acceptable only when in the judgment of the Engineer they are composed of parts of equal quality, or equal workmanship and finish, designed and...
constructed to perform or accomplish the desired result as efficiently as the indicated brand, pattern, grade, class, make, or model.

Whenever a material, article, or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard of quality and function; and, any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed, is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

4.23 **WAGES AND OVERTIME COMPENSATION:** The Contractor and each of his subcontractors shall comply with all applicable State and local laws or ordinances with respect to the hours worked by laborers and mechanics engaged in work on the project and with respect to compensation for overtime.

4.24 **NO WAIVER:** Neither the inspection by the Owner or the Engineer, nor any order measurement, approval, determination, decision, or certificate by the Engineer, nor any order by the Owner for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the Owner, nor the extension of time, nor any other act or omission of the Owner or of the Engineer shall constitute or be deemed to be an acceptance of any defective or improper work, materials, or equipment or operate as a waiver of any requirement or provision of the Contract, or of any remedy, power, or right of or herein reserved to the Owner, nor of any right to damages for breach of contract. Any and all right and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the Owner shall be entitled as of right to a writ of injunction against any breach or threatened breach of the Contract by the Contractor, by his Subcontractors, or by any other person or persons.

4.25 **WORK TO CONFORM:** During its progress and on its completion, the work shall conform truly to the lines, levels, and grades indicated on the Drawings or given by the Engineer and shall be built in a thoroughly substantial and workmanlike manner, in strict accordance with the Drawings, Specifications, and other Contract Documents and the directions given from time to time by the Engineer.

All work done without instruction having been given therefore by the Engineer, without prior lines or levels, or performed during the absence of the Engineer, will not be estimated or paid for except when such work is authorized by the Engineer in writing. Work so done may be ordered uncovered or taken down, removed, and replaced at the Contractor's expense.

4.26 **WORKING HOURS:** It is contemplated that all work will be performed during the customary working hours of the trades involved unless otherwise specified in this Contract. Work performed by the Contractor at his own volition outside such customary working hours shall be at no additional expense to the Owner.

Any requests received by the Contractor from occupants of existing buildings to change the hours of work shall be referred to the Owner for determination.

5. **INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY**
5.1 **LITIGATION OF DISPUTES; JURISDICTION:** OWNER and CONTRACTOR agree that this CONTRACT shall be interpreted according to the Laws of the State of South Carolina, and that the appropriate forum and jurisdiction for resolving any disputes and claims shall be the South Carolina Court of Common Pleas for Charleston County.

5.2 **WAIVERS EXPLICITLY IN WRITING:** No action or failure to act by the ENGINEER or the OWNER, or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the CONTRACT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

5.3 **ASSIGNMENTS:** The Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

5.4 **PERFORMANCE BOND AND PAYMENT BOND:** Unless otherwise noted in the Supplemental Conditions, a Performance Bond and a Payment Bond are required. The Contractor shall obtain a Performance Bond and Payment Bond, acceptable to the Owner in a surety company authorized to do business in the state in which the Project is constructed, each for the full amount of the Contract Sum. The bonds shall guarantee the Contractor's faithful performance of the Contract and the payment of all obligations arising thereunder. The bonds shall remain in force until:

5.4.1 The Project has been completed and accepted by the Owner.

5.4.2 The provisions of all guarantees required by these Contract Documents have been fulfilled or the time limitation for all guarantees has expired, or

5.4.3 The time for the filing of all mechanics' liens has expired, whichever is longer, after which it shall become void.

The Contractor shall pay all charges in connection with the bonds as a part of the Contract. One executed copy of the bonds shall be attached to each copy of the Contract before they are returned to the Engineer for the Owner's signature.

If the Contractor defaults, the Contractor or his Surety shall reimburse the Owner for any additional Engineering fees for additional services made necessary because of the Contractor's default.

5.5 **ADDITIONAL OR SUBSTITUTE BOND:** If at any time the Owner for justifiable cause, shall be or become dissatisfied with the surety or sureties for the Performance and/or Payment Bonds, the Contractor shall within 5 days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as maybe satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

5.6 **CHANGES NOT TO AFFECT BONDS:** It is distinctly agreed and understood that any changes made in the Work or the Drawings or Specifications therefore (whether such changes increase or decrease the amount thereof or the time required for its performance) or any changes in the manner or time of payments made by the Owner to the Contractor, or any other modifications of the Contract, shall in no way annul, release,
diminish, or affect the liability of the Surety on the Contract Bonds given by the Contractor, it being the intent hereof that notwithstanding such changes the liability of the Surety on said bonds continue and remain in full force and effect.

5.7 COMPLIANCE WITH LAWS: The Contract shall be governed by the law of the place where the Project is located. The Contractor shall abide by all local and State Laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations. The Contractor shall keep himself fully informed of all existing and future federal, state, and local laws, ordinances, rules, and regulations affecting those engaged or employed on the work, the materials and equipment used in the work or the conduct of the work, and of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over the same, including, but not limited to the US Department of Labor and Bureau of Standards Safety and Health Regulations for Construction and its amendments as set up under the Williams-Steiger Occupational Safety and Health Act of 1970. If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or other Contract Documents in relation to any such law, ordinance, rule, regulation, order, decree, or other requirement, the Contractor shall forthwith report the same to the Engineer in writing.

The Contractor shall at all times observe and comply with, and cause all his agents, servants, employees, and subcontractors to observe and comply with all such existing requirements, and he shall protect, indemnify, and save harmless the Owner, its officers, agents, servants, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, penalties, losses, damages, costs and expenses, including attorney's fees, arising from or based upon any violation or claimed violation of any such law, ordinance, rule, regulations, order, decree, or other requirement, whether committed by the Contractor or any of his agents, servants employees, or subcontractors.

5.8 REQUIRED PROVISIONS DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

5.9 LIENS: If at any time any notice of liens are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the Work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same, and until such discharge, removal, or disposition, the Owner shall have the right to retain from any monies payable hereunder an amount which, in its sole judgment, it deems necessary to satisfy such liens and pay the costs and expenses, including attorney's fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

5.10 CLAIMS: If at any time there is any evidence of any claims for which the Contractor is or may be liable or responsible hereunder, the Contractor shall promptly settle or otherwise dispose of the same, and until such claims are settled or disposed of, the Owner may retain from any monies which would otherwise be payable hereunder so much thereof as, in its judgment, it may deem necessary to settle or otherwise dispose of such claims and to pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce such claims, or incurred in connection therewith or by reason thereof.

5.11 INSURANCE: The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Such insurance must have the approval of the Owner as to limit, form, and amount. The Contractor will not permit any Subcontractor to commence work on this project until the same insurance requirements have been
complied with by such Subcontractor. All insurance coverage as required herein shall include the Owner as an additional insured therein.

The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days notice in writing and delivered by registered mail to the Owner." Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.

Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Contractor fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Contractor.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

The Contractor is required to obtain and maintain for the full period of the Contract the following types of insurance coverage with limits not less than stated below:

5.11.1 WORKMEN'S COMPENSATION INSURANCE

As required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract and, in case of any such work sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

5.11.2 COMPREHENSIVE GENERAL LIABILITY

<table>
<thead>
<tr>
<th></th>
<th>Bodily Injury</th>
<th>Property Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
</tr>
<tr>
<td>Premises and Operations</td>
<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
</tr>
<tr>
<td>Contractor's Protective Liability</td>
<td>$1,000,000/per occurrence</td>
<td>$1,000,000/per occurrence</td>
</tr>
<tr>
<td></td>
<td>$2,000,000/aggregate</td>
<td>$2,000,000/aggregate</td>
</tr>
<tr>
<td>Products Liability, Including Completed Operations Coverage</td>
<td>$1,000,000/per occurrence</td>
<td>$2,000,000/aggregate</td>
</tr>
</tbody>
</table>

*COI should name the City as an additional insured.

*Explosion, Collapse & Underground (XCU) should not be excluded if the work contemplates this exposure.
5.11.3 **COMPREHENSIVE AUTOMOBILE LIABILITY**

<table>
<thead>
<tr>
<th>Auto Liability</th>
<th>Combined single limit</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>(includes owned, non-owned and hired car)</td>
<td><strong>Split Limits</strong></td>
<td>Bodily injury per person: $500,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BI per occurrence: $1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Property Damage: $500,000</td>
</tr>
</tbody>
</table>

5.11.4 **WORKERS COMPENSATION**

Must fulfill the statutory requirements.

5.11.5 **ENVIRONMENTAL LIABILITY**

| Per Occurrence | $1,000,000 |
| Aggregate | $1,000,000 |

5.11.6 **SUBCONTRACTOR’S LIABILITY INSURANCE**

Same limits as required of the General Contractor.

5.12 **ORAL AGREEMENTS**: No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

5.13 **SAFETY**: In accordance with generally accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

5.13.1 All employees on the Work and all other persons who may be affected thereby;

5.13.2 All the Work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of Subcontractors or Sub-subcontractors; and

5.13.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.
When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner and the Engineer.

The Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6. PROGRESS AND COMPLETION OF WORK

6.1 NOTICE TO PROCEED: Following the execution of the Agreement by the Owner and the Contractor, written Notice to Proceed with the work shall be given by the Owner to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

6.2 CONTRACT TIME: The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement. Computation of Contract Time shall commence the day to be specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

6.3 SCHEDULE OF COMPLETION: The Contractor shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the Contractor proposes to carry on the work, with dates at which the Contractor will start the various parts of the work, and estimated date of completion of each part.

6.4 WORK CHANGES: The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 20% of the Contract Amount, without invalidating the Contract. Competition and time of completion affected by the change shall be adjusted at the time of ordering such change. Payment for addition or deletion of work shall be at the unit price set forth in the bid.

6.5 EXTRA WORK: New and unforeseen items of work found to be necessary, and which cannot be covered by an item or combination of items for which there is a Contract Price, shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the Owner as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents, where applicable, and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.6 EXTENSION OF CONTRACT TIME: A delay beyond the Contractor's control occasioned by an Act of God, by act or omission on the part of the Owner or by strikes, lockouts, fire, etc., not caused by the Contractor, may entitle the Contractor to an extension of time in which to complete the work as agreed by the Owner, provided, however, that the Contractor shall immediately give written notice to the Owner of the cause of such delay. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the Contractor for damages to the work resulting there from.
All claims for extension of time shall be made in writing to the Engineer no more than twenty days after the occurrence of the delay; otherwise they shall be waived. In the case of continuing cause of delay only one claim is necessary. Any claim should include complete justification for the extent of the delay claimed.

This Subsection does not exclude the recovery of damages for delay for either party under other provisions of the Contract Documents.

6.7 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION: When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the Owner and the Contractor. The Certificate may list items to be completed or corrected but such Certificate shall not relieve the Contractor of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the Owner may have for recourse in accordance with the Contract Documents.

6.8 TERMINATION OF CONTRACTOR'S RESPONSIBILITY: The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as provided in Subsection 4.6 entitled GENERAL GUARANTY, and as provided in Subsection 6.9 entitled CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT.

6.9 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT: The making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Contractor shall promptly replace any such defects discovered within one year, except where longer periods are specified, from the date of written acceptance of the work.

6.10 PROGRESS SCHEDULE: Within twenty (20) days after execution and delivery of the Agreement and not less than ten (10) days prior to making an application for partial payment, the Contractor shall prepare and deliver to the Engineer a Progress Schedule on forms approved by the Engineer.

The schedule shall be set up in a Critical Path format and shall show the proposed dates of commencement and completion of the various subdivisions of work required under the Contract Documents.

The schedule shall show the dates of commencement and completion of the various subdivisions of work required by the Contract Documents and all activities required to accomplish the work. No activity included in the schedule shall have a duration greater than fifteen (15) days. After approval of the Submit Schedule, the Contractor shall incorporate this schedule into the CPM schedule.

The schedule shall be updated monthly. No progress payments will be made unless application is accompanied by the updated schedule.

6.11 SCHEDULES, REPORTS, AND RECORDS: The Contractor shall submit to the Owner such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data where applicable as are required by the Contract Documents for the Work to be performed.

The Contractor shall also submit, in a format as approved by the Engineer, a schedule of payments that he anticipates he will earn during the course of the Work.

6.12 ABANDONMENT OF WORK OR OTHER DEFAULT: If the work shall be abandoned, or any part thereof shall be sublet without previous written consent of the Owner, or the
Contract or any monies payable hereunder shall be assigned otherwise than as herein specified, or if at any time the Engineer shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to rate of progress are not being complied with, or that the work or any part thereof is being unnecessarily or unreasonably delayed, or that the Contractor has violated or is in default under any of the provisions of the Contract, or if the Contractor becomes bankrupt or insolvent or goes or is put into liquidation or dissolution, either voluntarily or involuntarily, or petitions for an arrangement or reorganization under the Bankruptcy Act, or makes a general assignment for the benefit of creditors or otherwise acknowledges insolvency, the happening of any of which shall be and constitute a default under the Contract, the Owner may notify the Contractor in writing, with a copy of such notice mailed to the Surety, to discontinue such work or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Owner may designate; and the Owner may, upon giving notice, by contract or otherwise as it may determine, complete the work or such part thereof and charge the entire cost and expense of so completing the work or such part thereof to the Contractor. In addition to the said entire cost and expense of completing the work, the Owner shall be entitled to reimbursement from the Contractor and the Contractor agrees to pay the Owner any losses, damages, costs, and expenses, including attorney's fees, sustained or incurred by the Owner by reasons of any of the foregoing causes. For the purposes of such completion the Owner may for itself or for any contractors employed by the Owner take possession of any and use or cause to be used any and all materials, equipment, plant, machinery, appliances, tools, supplies, and such other items of every description that may be found or located at the site of the Work. No equipment or materials may be removed from the Work without the written consent of the Owner.

All costs, expenses, losses, damages, attorney's fees, and any and all other charges incurred by the Owner under this Subsection shall be charged against the Contractor and deducted and/or paid by the Owner out of any monies due or payable or to become due or payable under the Contract to the Contractor; in computing the amounts chargeable to the Contractor, the Owner shall not be held to a basis of the lowest prices for which the completion of the work or any part thereof might have been accomplished, but all sums actually paid or obligated therefore to effect its prompt completion shall be charged to and against the account of the Contractor. In case the costs, expense, losses, damages, attorney's fees, and other charges together with all payments theretofore made to or for the account of the Contractor are less than the sum which would have been payable under the Contract if the work had been properly performed and completed by the Contractor, the Contractor shall be entitled to receive the difference and, in case such costs, expenses, losses, damages, attorney's fees, and other charges, together with all payments theretofore made to or for the account of the Contractor, shall exceed the said sum, the Contractor shall pay the amount of the excess to the Owner.

7. **PAYMENTS TO THE CONTRACTOR**

7.1 **PRICES FOR WORK:** The Owner shall pay and the Contractor shall receive the prices stipulated in the Bid made a part hereof as full compensation for everything performed and furnished and for all risks and obligations undertaken by the Contractor under and as required by the Contract.

Payments by the Owner to the Contractor shall be based on a Lump Sum for the scope of Work. Unit prices have been received from the Contractor and agreed to by the Owner to provide agreed upon prices for modification to Work quantities. The Owner and Contractor agree that if the scope of Work either increases or decreases within 20% of the original unit quantities, the payment for such increase or decrease shall be based on the unit prices as set forth in the Contract Documents.

7.2 **SCHEDULE OF VALUES:** Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall, within twenty (20) days of the execution of the Contract and not less than ten (10) days prior to making an application for partial
payment, submit to the Owner in a form approved by the Owner a schedule of values showing a breakdown of the Contract Sum itemized by trade and/or specification sections or as otherwise directed by the Owner and for each item shall show the total value including the Contractor's overhead and profit. Upon approval by the Owner, this schedule will be used in determining the value of the work done for the purpose of partial payments.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

7.3 APPLICATIONS FOR PARTIAL PAYMENT: Before the first day of each month, or as otherwise directed by the Owner, the Contractor shall make applications for the value of the work done and the materials installed and/or delivered to the site for installation in the project during the previous month. Such applications shall show the breakdown of the project into the same items as the schedule of values specified in Subsection 7.2 entitled SCHEDULE OF VALUES and showing for each item the total value, the value previously reported as complete, the value completed during the month, the cumulative value completed, and the value remaining to be done. The application shall also show the value of materials delivered to the site which have not been incorporated into the work and whose value is not included in the amount shown for the work of which they are a part. The value of such materials shall be established by attaching copies of invoices covering the materials to the application. The application shall include a summary of value of the work performed during the previous month, plus the value of the material delivered to the job site but not incorporated in the work, and minus the amount of the retainage indicated in Subsection 7.4 entitled RETAINAGE.

The Engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate.

7.4 RETAINAGE: The Owner shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the Contract. The Owner at any time, however, after fifty (50) percent of the work has been completed, if he finds that satisfactory progress is being made, will make further partial payments in full on the current and remaining estimates, but amounts previously retained shall not be paid to the Contractor at fifty (50) percent completion or any time thereafter. When, in the opinion of the Engineer, the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than ten (10) percent of the value of the work completed. Upon substantial completion of the work, any amount retained may be paid to the Contractor. When the Work has been substantially completed except for Work that cannot be completed because of weather conditions, lack of materials, or other reasons that in the judgment of the Owner are valid reasons for non-completion, the Owner may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the Work still to be completed.

7.5 PAYMENTS WITHHELD: The Owner may withhold payment or, on account of subsequently discovered evidence, nullify the whole or part of any application to the extent necessary to protect himself from loss on account of the following:

7.5.1 Defective work not remedied.

7.5.2 Claims filed or reasonable evidence indicating the probably filing of claims.

7.5.3 Failure of the Contractor to make payments to Subcontractors, material suppliers, or employees.
7.5.4 A reasonable doubt that the Contract work can be completed for the balance unpaid.

7.5.5 Damage to another Contractor.

When the above grounds are removed, payment will be made for the amounts withheld because of them.

7.6 PAYMENT OF APPLICATIONS FOR PARTIAL PAYMENT: Upon verification and approval of the application for partial payment made as specified, the Owner will make payment of the amount found properly due. No payment made to the Contractor or partial or entire use or occupancy of the Work by the Owner shall be an acceptance of any work or materials not in accordance with this Contract.

7.7 FINAL INSPECTION: Upon receipt of written notice from the Contractor that the work has been completed and finished in accordance with the Contract, the Owner shall cause an inspection to be made of the work by his authorized representatives. A list shall be made of all deviations from the Contract requirements (commonly termed punch list), and a copy of such list furnished to the Contractor. The Contractor shall with reasonable haste remedy all defects so noted and shall notify the Owner upon the completion of such work. When inspection by the Owner's authorized representatives shows the work to be complete in accordance with the Contract, application for final payment may be made.

7.8 RELEASE OF LIENS: Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete and notarized release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he had knowledge of information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

7.9 USE OR PARTIAL PAYMENT NOT ACCEPTANCE: It is agreed that this is an entire contract for one whole and complete work or result and that neither the Owner's entrance upon or use of the Work or any part thereof nor any partial payments by the Owner shall constitute an acceptance of the Work or any part thereof before its entire completion and final acceptance.

7.10 PAYMENT FOR UNCORRECTED WORK: Should the Owner direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the Uncorrected Work.

7.11 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS: The removal of work and materials rejected in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

Removal of rejected work or materials and storage of materials by the Owner, in accordance with Subsection 4.3 entitled CORRECTION OF WORK BEFORE COMPLETION, shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the
materials, the Owner may sell the materials at auction or at private sale and will pay the Contractor the net proceeds therefrom after deducting all the costs and expense that should have been borne by the Contractor.

7.12 PAYMENT FOR EXTRA WORK: Written notice of claims for payment for Extra Work shall be given by the Contractor within ten days after receipt of instructions from the Owner to proceed with the Extra Work and also before any work is commenced, except in emergency endangering life or property. No claim shall be valid unless so made. In all cases, the Contractor’s itemized estimate sheets showing all labor and material shall be submitted to the Owner. The Owner’s order for Extra Work shall specify any extension of the Contract Time and shall be based on unit price(s) or a combination of unit price(s) as set forth in the Contract Documents within 20% of the original unit quantities. Any unit quantity greater than 20% of the original amount shall include a cost savings to the Owner based on economy of scale.

7.13 PAYMENT FOR WORK SUSPENDED BY THE OWNER: If the work or any part thereof shall be suspended by the Owner and abandoned by the Contractor as provided in Subsection 2.12 entitled SUSPENSION OF WORK, TERMINATION, AND DELAY, the Contractor will then be entitled to payment for all work done on the portions so abandoned, plus fifteen (15) percent of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

7.14 PAYMENT FOR WORK BY THE OWNER: The cost of the work performed by the Owner, in accordance with Subsection 2.10 entitled OWNER’S RIGHT TO DO WORK, shall be paid by the Contractor.

7.15 PAYMENT FOR WORK BY THE OWNER FOLLOWING TERMINATION OF CONTRACT BY OWNER: Upon termination of the Contract by the Owner in accordance with Subsection 2.11 entitled OWNER’S RIGHT TO TERMINATE CONTRACT, no further payment shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor’s default, shall be certified by the Owner.

7.16 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS: Samples furnished in accordance with Subsection 4.18 entitled SAMPLES, shall be furnished by the Contractor at his expense.

7.17 ACCEPTANCE AND FINAL PAYMENT: When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the Owner and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the Owner, the Owner will release the Contractor except as to the conditions of the Performance Bond and the Payment Bond, any legal rights of the Owner, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the Contractor’s final Request for Payment. The Contractor shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.18 ACCEPTANCE OF FINAL PAYMENT AS RELEASE: The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all
liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and the Payment Bond.

7.19 **DELAYS AND DAMAGES:** The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed by and between the Contractor and the Owner that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the Owner may, by written notice to the Contractor and his Surety, terminate his right to proceed with the Work or such part of the work as to which there has been delay. In such event the Owner may take over the Work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on the site of the work and necessary therefore. Whether or not the Contractor's right to proceed with the Work is terminated, he and his sureties shall be liable for any damage to the Owner resulting from his refusal or failure to complete the Work within the specified time.

If fixed and agreed liquidated damages are provided in the Contract and if the Owner so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable times may be required for final completion of the Work together with any increased costs occasioned the Owner in completing the Work.

If fixed and agreed liquidated damages are provided in the Contract, and if the Owner does not so terminate the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until the Work is completed or accepted, provided that the Owner reserves the right to elect other remedies available at law or in equity in lieu of liquidated damages.

The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:

7.19.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, Acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers; and

7.19.2 The Contractor, within ten (10) days from the beginning of any such delay (unless the Owner grants a further period of time before the date of final payment under the Contract), notifies the Owner in writing of the causes of delay.
As used in subparagraph 1, above, the term *subcontractors or suppliers* means subcontractors or suppliers at any time.

The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in these General Conditions.

The rights and remedies of the Owner provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

(End of Section 01230)
SECTION 01232  SUPPLEMENTAL CONDITIONS

1. CONFLICT OR INCONSISTENCY: If there is any conflict or inconsistency between the provisions of the SUPPLEMENTAL CONDITIONS and the GENERAL CONDITIONS, the provisions of the SUPPLEMENTAL CONDITIONS shall prevail. If there is conflict between the provisions of the GENERAL CONDITIONS and any of the Contract Documents other than the SUPPLEMENTAL CONDITIONS, the provisions of the GENERAL CONDITIONS shall prevail.

2. CONFLICT OF INTEREST: No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiation, making, accepting, or approving any architectural, engineering, inspecting, construction, or material supply contract, or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner who is in any legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

3. CONTRACT MODIFICATION: All changes that affect the cost of the construction of the project must be authorized by means of a contract change order. All change orders and contract modifications must be approved by the Owner prior to becoming effective. The contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units that are different from those shown in the bidding schedule because of final measurements. All changes should be recorded on a contract change order as they occur so that they may be included in the partial payment estimate.

4. TRAFFIC & CONSTRUCTION REQUIREMENTS FOR MURRAY BLVD. / COUNCIL ST. / LIMEHOUSE ST. / LENWOOD BLVD. / BATTERY PLACE / KING ST.

   4.1 Permissible working hours are Monday through Friday, 7:00 a.m. to 7:00 p.m. No work is permitted between Friday, 7:00 p.m. and Monday, 7:00 a.m.

   4.2 All excess materials shall be stored within the limits of the roadway or at a reasonably accessible staging area that will not delay progress of work. The material storage site is to be limited to that which is required for immediate work. Location and size of storage area must be approved by the Engineer.

   4.3 All impacted pavement markings shall be catalogued prior to the start of construction. It will be the responsibility of the contractor to see that any markings destroyed or removed by excavations are replaced. The materials and replacement of the pavement markings shall be in accordance with the South Carolina Department of Transportation requirements and approved by the City of Charleston Department of Traffic and Transportation.

5. WATER AND SEWER STANDARDS: All materials and workmanship associated with the water and sewer construction shall be in accordance with the latest edition of the "Charleston Water System (CWS) Minimum Standards for the Design & Construction of Water and Wastewater Systems".

6. FEDERAL SAFE DRINKING WATER ACT: In accordance with Section 1417 of this Act, any pipe, solder, or flux used in the installation or repair of public water systems and plumbing used for drinking water, must be lead free. Lead free is defined as less than 0.2 percent lead in solder and flux and less than 8.0 percent lead in pipes and fittings. Lead joints for the repair of cast iron pipes are not included. Lead shot and lead packers in well construction are no longer allowed.

1 of 6  01232
7. **WATER SUPPLY:** It shall be the Contractor’s responsibility to purchase and convey the necessary water to any location at which it is required on the project.

8. **STATE AND LOCAL PERMITS, LICENSES, INSPECTIONS, CERTIFICATES:** The Contractor shall obtain such required documents and pay the fees assessed for each division of work for which such permits, licenses, and inspections are required. The Contractor shall also obtain and pay the fees for general permits such as Building Permits and Certificate of Occupancy.

9. **SIGNS:** The Owner reserves the right to all advertising privileges about the job and no signs shall be posted by the Contractor anywhere on the premises without approval by the Owner except those signs, posters, or bulletins required by Federal, State, or local authorities.

10. **OWNER’S INSURANCE AUTHORITY:** During all phases of construction, the Contractor will be required to perform his operations so as to comply expeditiously with the recommendations of the Owner’s Insurance Authority.

11. **PUBLICITY:** All prime contractors and their subcontractors shall submit to the Owner for approval all publicity items, including photographs, relating to the work of this project. Owner shall approve any and all material prior to release for publication.

12. **PROTECTION OF WORK:** The Contractor shall at all times, until final acceptance of the work, provide protection of the work, either new or previously existing, from all hazards involved in his operations. All damage suffered by any item of work, including, but not limited to, drains, curbs, doors, equipment, and structures, shall be repaired or the item shall be replaced prior to final acceptance.

   The contractor shall be responsible for maintaining the same level of flood protection to Murray Blvd. and the surrounding neighborhood as provided by the existing wall at the execution of the contract. The intent is to not reduce the flood protection currently provided by the existing wall height at any time during construction. Means and methods of accomplishing said protection during the execution of the contractor’s work are at the discretion of the contractor and to be approved by the City.

13. **ELEVATION DATUM:** The datum adopted by the Engineer is NGVD 1929. All elevations shown on the Drawings or referred to in these specifications refer to this datum. Several benchmarks are indicated on the Drawings.

14. **OCCUPYING PRIVATE LAND:** The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, or materials, any land outside the rights-of-way of property of the Owner. A copy of the written consent shall be given to the Engineer.

15. **WORK CITY RIGHTS-OF-WAY:** Attention is directed to the fact that work will be going on in City rights-of-way. The Owner has obtained permission for the Contractor to encroach on these rights-of-way for work.

   The Contractor will be required to conform to the requirements of the South Carolina Department of Transportation and the City of Charleston while working within the rights-of-way.

16. **WORK BEING PERFORMED NEAR WATER AND SEWER LINES:** The Contractor will inform the Commissioners of Public Works as to the areas where work is being performed. It is required of a Contractor to obtain permission from the Commissioners of Public Works where alterations to their system are required. All repairs and/or alterations to Commissioners of Public Works owned utilities shall conform to their construction standards and requirements, including work being performed by approved contractors. Work performed on the Commissioners of Public Works owned utilities must be performed by the following pre-qualified contractors:
17. **TRAFFIC CONTROL**: The Contractor will comply with the manual published by the South Carolina Department of Highways and Public Transportation entitled *Traffic Controls for Street and Highway Construction and Maintenance Operations, Part V, of the South Carolina Manual on Uniform Traffic Control Devices for Streets and Highways, 1982, 1992 Revision*. Provide traffic control as required and approved by the South Carolina Department Transportation and the City of Charleston.

Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

The Contractor shall provide signs where warranted to maintain traffic or to call attention to conditions on, or adjacent to, the construction work. Such signs shall be removed when they are no longer required.

All traffic control and marking devices shall be in accordance with the provisions of the *State of South Carolina Uniform Manual on Traffic Control Devices*. Upon completion and acceptance of the work or as the need for temporary traffic control devices ceases, they shall be removed by the Contractor and shall remain the property of the Contractor.

18. **LINES, GRADES, AND MEASUREMENTS**: The Contractor shall employ, at his own expense, a competent civil engineer or land surveyor who shall be registered in South Carolina and who shall be thoroughly experienced in field layout work. Said Engineer shall establish all lines, elevations, reference marks, etc., needed by the Contractor during the progress of the work, and from time to time he shall verify such marks by instrument or by other appropriate means. The Owner's Engineer may waive the requirement for the Engineer to be registered in South Carolina upon a presentation of a resume, which is satisfactory. The waiving of this requirement may be revoked at any time by the Owner's Engineer.

The Contractor's Engineer responsible for lines and grades shall verify to the Owner in writing that work has been constructed to lines and grades as shown on the Drawings. This certification shall accompany each request for payment. The Owner's Engineer shall be permitted at any time to check the lines, elevations, reference marks, lasers, etc., set by the Engineer employed by the Contractor, and the Contractor shall correct any errors in lines, elevations, reference marks, lasers, etc., disclosed by such check. Such a check shall not be construed to be an approval of the Contractor's work and shall not relieve the Contractor of the responsibility for the accurate construction of the entire work.

The Contractor shall make all measurements and check all dimensions necessary for the proper construction of the work called for by the Drawings and Specifications. During the prosecution of the work, he shall make all necessary measurements to prevent misfitting in said work, and he shall be responsible therefore, and for the accurate construction of the entire work.

The Owner's Engineer shall have access to all field notes. Field notes will be recorded in bound field books, and copies given the Owner’s Inspector at the close of each shift.

19. **CITY BUSINESS LICENSE**: The successful Bidder and all subcontractors will be required to obtain a business license from the City of Charleston prior to beginning work, if said Bidder does not have a current license.
20. **UTILITY LOCATIONS:** Prior to beginning any excavation, the Contractor shall notify all public utility companies and have their lines located and marked. The following is a list of utility companies and persons to be contacted for utility locations.

<table>
<thead>
<tr>
<th>UTILITY SERVICE OR FACILITY</th>
<th>PERSON TO CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone, Electric, Gas,</td>
<td>Palmetto Utility Production Service</td>
</tr>
<tr>
<td>Cable TV</td>
<td>1-888-721-7877</td>
</tr>
<tr>
<td></td>
<td>Call 3 days prior to digging</td>
</tr>
<tr>
<td>Water &amp; Sewer</td>
<td>Charleston CWS</td>
</tr>
<tr>
<td></td>
<td>(843) 727-6800 (Ask for Service Department)</td>
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<tr>
<td></td>
<td>Will send field technician to locate</td>
</tr>
</tbody>
</table>

21. **DANGER SIGNALS AND SAFETY DEVICES:** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades, and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under this Specifications or contract.

22. **ARTIFACTS:** Any historical artifacts that are unearthed during the excavation, removal, or construction of subsurface material are the property of the Owner and shall be immediately turned over. The contractor shall also immediately notify the Owner when items that could be construed as historical are unearthed. Excavation shall be stopped in the area until the Owner notifies the Contractor that excavation may proceed.

23. **PAVEMENT GUARANTEE:** The Contractor warrants to the Owner that all materials and workmanship furnished on roadways are guaranteed in accordance with the terms of the General Conditions, Section 4, General Guarantee, for a period of two (2) years. The Contractor will remedy any settlements or deficiencies of the pavement surface within this period.

24. **CLEAN-UP FOLLOWING WORK:** Contractor will expedite clean-up and restoration work as required by the Contract Drawings and Specifications. To the maximum extent possible, roadways, drives, drainage ditches, and structures will be restored immediately after the wall installation. The restoration or replacement of public or private property should be scheduled as a top priority work item in the execution of this project.

25. **PRE-CONSTRUCTION CONFERENCE:** Prior to construction, a pre-construction conference will be held with representatives of the Owner, Contractor, and the Engineer.

26. **PERFORMANCE STANDARDS:** Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws, or regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, Contractor, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, or any of Owner’s Consultants, agent, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work. Where specific standards are not given for materials or installation, the provisions of the South Carolina Department of Transportation standard specifications for highway construction (2000 edition) will apply.
27. AS-BUILT DRAWINGS: The Contractor shall, upon completion of the work, furnish to the Owner, a marked set of reproducible drawings showing the field changes affecting the work, as actually installed and as specified under those sections of the specifications, and deliver them to the Owner. The Owner will furnish sufficient prints to the Contractor for marking, free of cost.

28. SPECIFICATIONS AND DRAWINGS: The following Drawings and Specifications form a part of this Contract as set forth in Paragraph 1.1, Section 01230, GENERAL CONDITIONS. The Drawings bear the general designation:

THE DRAWINGS ARE LISTED AS FOLLOWS


THE TECHNICAL SPECIFICATIONS

SCDOT SPECIFICATIONS

Unless otherwise noted in the plans or in these specifications, all materials and workmanship shall be in accordance with the latest edition of the “South Carolina Department of Transportation (SCDOT) Standard Specifications for Highway Construction”.

STANDARD CWS SPECIFICATIONS

01001 General Requirements
01031 Grades, Lines and Levels
01700 Project Commissioning
01710 Cleaning
02221 Trench Excavation and Backfill
02445 Jack and Bore
02577 Pavement Markings and Signage
02616 Repair and Resurfacing
02820 Grassing and Lawns
03300 Cast-in-place Concrete
03600 Non-Shrink Grout
05990 Miscellaneous Metals
11307 Temporary Bypass Pumping System
15060 Ductile Iron Pipe and Fittings for Water Mains (TS)
15063 Polyvinyl Chloride PVC Wastewater Pipe and Fittings
15065 Precast Concrete Manholes
15080 Contractor-Installed Water Service
15100 Water Valves
15109 Fire Hydrant Specification

SUPPLEMENTAL SPECIFICATIONS

02250 Micropiles
02363 Auger Cast Piles
06610 Glass Fiber Reinforced Plastic Fabrications
033713 Shotcrete
313200 Soil Improvement with Polyurethane Material
Low Battery Restoration Project – Phase III (Limehouse St. – King St.)

PERMITS

United States Army Corps of Engineers Nationwide Permit SAC-2016-01168
South Carolina Department of Health and Environmental Control OCRM01271
South Carolina Department of Transportation Encroachment Permit Pending
NPDES Permit Pending

ADDITIONAL INFORMATION

“Charleston Seawall Repairs: The Low Battery Seawall Rehabilitation Project”
Report Dated 10-30-15
“Topographic and Hydrologic Survey Along Murray Blvd. Between the U. S. Coast Guard Station and E. Battery St.”
Sealed Survey Dated June 2015, Last Revised 03-19-19
2021-10-18 Micropile Design Memo
Micropile Load Tests - Phase I
Micropile Load Tests - Phase II

(End of Section 01232)
SECTION 01234 CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me J. Mark Hylton, PE (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. Is 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% of $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: Gulf Stream Construction Company, Inc.

CHARLESTON STREET ADDRESS: 1983 Technology Drive, Charleston, SC 29492

SIGNATURE: [Signature]

TITLE: President

By: J. Mark Hylton, PE
(Print/Name)

Sworn to and subscribed before me at 1983 Technology Dr., Charleston, SC 29492, this 21st day of January, 2022.

[Seal]

Notary Public for South Carolina
My Commission Expires 5-16-26

[Seal]
TO: John J. Tecklenburg, Mayor  
FROM: Frank Newham / Andrew Jones  
DEPT. Parks-Capital Projects  
SUBJECT: LOW BATTERY SEAWALL RESTORATION-PHASE III FEE AMENDMENT #10

REQUEST: Approval of Fee Amendment #10 in the amount of $842,381.31 with Johnson, Mirmiran and Thompson, Inc., for construction management and inspection services related to Phase III of the Low Battery Seawall Restoration project from Limehouse St. to King St. Approval of this fee amendment adds 548 days to the contract time.

COMMITTEE OF COUNCIL: Ways & Means  
DATE: March 8, 2022

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

CPR Committee Chair:  
Yes  
N/A  
Signature of Individual Contacted:  
Attachment:  

Corporate Counsel:  
✓  
N/A  

Stormwater Mgt Director:  
✓  
N/A  

MBE Manager:  
N/A  

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

If yes, provide the following: Dept/Div Parks-Capital Projects  
Acct #: 051160-58238

Balance in Account: $842,381.31  
Amount needed for this item: $842,381.31

NEED: Identify any critical time constraint(s).

CFO’s Signature:  

FISCAL IMPACT: Approval of Fee Amendment #10 will increase the professional service contract by $842,381.31 (from $2,863,471.05 to $3,705,852.36). The funding sources for this project are: Hospitality Funds ($17,077,901.53), Municipal Accommodations Tax Funds ($15,651,479.68), Charleston County Accommodations Tax Fees ($400,000.00), CWS Contributions ($4,874,746.00) and a future Hospitality Revenue Bond to cover the rest of the project.

Mayor’s Signature:  

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.
City of Charleston
Contract Amendment for Professional Services

Project: Professional Services for Seawall Repairs – Low Battery Improvement Project

Owner: City of Charleston  
Department of Stormwater Management  
2 George Street, Suite 2100  
Charleston, SC 29401  

A/E: Johnson, Mirmiran & Thompson, Inc.  
235 Magrath Darby Blvd, Suite 275  
Mount Pleasant, SC 29464

Contract Date: April 28, 2015

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

Phase III CM/CI services. Please see attached proposal from JMT dated February 10th, 2022.

2. Adjustments to the Contract Sum:

- Original Contract Sum ................................................................. $265,340.00
- Change by Previously Approved Contract Amendments ......................... $2,598,131.05
- Contract Sum prior to this Contract Amendment .................................. $2,863,471.05
- Amount of this contract Amendment, complete................................... $842,381.31
- New Contract Sum, including this Contract Amendment ....................... $3,705,852.36

3. Adjustments in Contract Time:

- Original Date for Contract Completion ............................................. June 30, 2016
- Change in Days by Previously Approved Contract Amendments ........... 2,071  
- Change in Days for this Contract Amendment ................................. 548
- New Date for Contract Completion ............................................... August 31, 2023

ARCHITECT/ ENGINEER:  
Johnson, Mirmiran & Thompson, Inc. (JMT)  
(2/15/2022)

OWNER:  
John J. Tecklenburg, Mayor  
(Date)
February 10th, 2022

J. Frank Newham
Senior Engineering Project Manager
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401
Phone: (843) 724-3713
newhamj@charleston-sc.gov

RE: Low Battery Rehabilitation – Phase III Construction Management Services
    JMT Job No. 14-1139-007

Mr. Newham:

With Phase II construction of the Low Battery Improvement Project nearing completion, and Phase III planning to start construction soon, JMT is now presenting our Fee Proposal for the Low Battery Phase III Construction Management role. It is our understanding that the City wishes JMT to provide similar services to what was provided by JMT for Phases I and II of the project.

This letter is to request a time and material (T&M) contract modification (Amendment 8) in the amount of $842,381.31 for the Construction Management Services for Phase III of the project from Limehouse Street to King Street. For purposes of setting this budget, we have assumed a construction management service period from March 15th, 2022, to September 14th, 2023 (548 days).

Please find attached 3 signed originals of the City’s Contract Amendment form along with the proposed scope and fee estimate.

If you have any questions or need further information, please do not hesitate to contact me at 843-556-2624 or joconnor@jmt.com.

JOHNSON, MIRMIKRAN & THOMPSON, INC.

Jim O’Connor, P.E.
Vice President
## Engineering Services Fee Summary - Construction Phase

**Lead Design Firm:** JMT

**Project:** Low Battery Restoration Project Phase II - Limehouse St. to King St.

**Project No.:** 14-1139-007

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<td>TASK 14: PROJECT MANAGEMENT, ADMINISTRATION &amp; INSPECTION</td>
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<td>TASK 17: SCHNABEL SUPPORT</td>
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<td>TASK 18: INSIGHT SUPPORT</td>
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<td>TASK 19: EARTHCAM SUPPORT</td>
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<td>Construction Related ODC's</td>
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<td>17</td>
<td><strong>SUBTOTAL: Construction Services</strong></td>
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<td><strong>TOTAL = Design + Construction Services</strong></td>
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<td></td>
<td>Basic Design Services</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>N/A</td>
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</tr>
<tr>
<td>2</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>SUBTOTAL - Basic Design Services</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Percentage of cost by item</td>
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<tr>
<td></td>
<td>Construction Services</td>
<td></td>
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<tr>
<td>9</td>
<td>TASK 16: PROJECT MANAGEMENT, ADMINISTRATION &amp; INSPECTION</td>
<td>$548,318.23</td>
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<tr>
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<td>TASK 18: SUBMITTAL, REVIEWS, COC, HTS, ITYS</td>
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<td>TASK 19: PROJECT DOCUMENTATION</td>
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<td>12</td>
<td>TASK 17: SCAFFOLD SUPPORT</td>
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<td>TASK 18: LIGHT SUPPORT</td>
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<tr>
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<td>TASK 19: ENGRAVING SUPPORT</td>
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<td>Construction Related ODC's</td>
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<td>16</td>
<td>SUBTOTAL - Construction Services</td>
<td>$634,410.84</td>
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<td>Percentage of cost by item</td>
<td>75.3%</td>
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<td>18</td>
<td>TOTAL = Design + Construction Services</td>
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<td>Other Direct Costs</td>
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<td></td>
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<tr>
<td>-------------------------------------------</td>
<td>---------</td>
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</tr>
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<td>Mileage - Inspections</td>
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<td>Mileage - Meetings</td>
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<tr>
<td>Airfare (arise per month for 18 months of contract)</td>
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<tr>
<td>Hotel</td>
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<td>Rental Car</td>
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<td>Parking</td>
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<td>Per Diem Meals</td>
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<tr>
<td>Printing (RFIs, Shop, etc.)</td>
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<tr>
<td>Misc. Field Supplies</td>
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Total ODC's: $5,982.00
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<tr>
<th>Labor</th>
<th>Total</th>
<th>Prorated Total</th>
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</thead>
<tbody>
<tr>
<td>PM attendance at weekly Contract meetings - assume one 1 hour meeting each week for 78 weeks (door to door)</td>
<td>40 78 78</td>
<td>$46,817.02</td>
</tr>
<tr>
<td>PM Project Management of 1 hour/week for 78 Weeks of Construction</td>
<td>40 78 78</td>
<td>$46,817.02</td>
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<tr>
<td>PM Monthly Pay App Review- Assume 5 hours/month</td>
<td>20</td>
<td>$3,451.95</td>
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<tr>
<td>Corset Inspection (6 hours per day x 5 days/week x 76 weeks) Inclusive of on-site inspection, reporting, testing, pay application reviews and project administration</td>
<td>3120</td>
<td>$446,834.00</td>
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<td>Task</td>
<td></td>
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<td>$0.00</td>
</tr>
<tr>
<td>Task</td>
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</tbody>
</table>
## Project Engineering Fee Estimate

### Task 15: Submittal Reviews for EOR, RFIs, NDR's

<table>
<thead>
<tr>
<th>Staff Description</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>0</th>
<th>Total</th>
<th>Phase Total</th>
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<tr>
<td>Average Hourly Loaded Rates</td>
<td>$226.10</td>
<td>$272.57</td>
<td>$173.36</td>
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<td><strong>Labor</strong></td>
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<td></td>
<td></td>
<td></td>
<td>$66,441.06</td>
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</tr>
<tr>
<td><strong>Task 15: Submittal Reviews for EOR, RFIs, NDR's</strong></td>
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<td>Total hours</td>
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<td>$36,512.26</td>
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<td>Shop drawings and product submittals - assume all within first 3 months of project - assume 1 per week with 4 hours review and comment resolution time each</td>
<td>40</td>
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<tr>
<td>RFI's for 76-week construction - assume 1/week @ 2hrs</td>
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<td>0</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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</table>
## TASK 16: PROJECT CLOSEOUT

### Project Engineering Fee Estimate

<table>
<thead>
<tr>
<th>Staff Description</th>
<th>Total Hours</th>
<th>Const. Eng., Deputy Sr. MId Jr/F Sr Engr CADD Jr Engr CADD Jr Drafts Adm. Other Other</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>16</td>
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<tr>
<td>Average Hourly Loaded Rates</td>
<td>$195.10</td>
<td>$172.97</td>
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### Labor

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<th>TASK 16: PROJECT CLOSEOUT</th>
<th>Total hours</th>
<th>Substantial Completion Inspection and Punch List</th>
<th>Task</th>
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<th>Task</th>
<th>Task</th>
<th>Task</th>
<th>Total</th>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Total:** $13,693.55
1 PROJECT DESCRIPTION

The project consists of re-constructing the sea wall and re-constructing the utilities in the adjacent roadbed. The construction will extend from Limehouse to King Street. Figures 1 and 2 show the proposed extent of Phase 3 construction.

Figure 1. Site Plan
2 SCOPE OF SERVICES

Insight Group will provide materials testing at a frequency will provide Construction Quality Assurance as detailed below.

2.1 Inspections and Construction Materials Testing

2.1.1 Micro Piles

During pile installation, our inspector will be on site to monitor the installation of all the piles. The inspector will verify the pile size, location, tip elevation and during installation he will record the number of strokes to pump the grout and the total grout volume. The time taken to install each pile as well as the time required. For the test piles, Insight Group will monitor the static load testing of the piles to confirm integrity and capacity. We understand that there will be at least 1 test pile that will undergo static load testing.

2.1.2 Material Testing

Testing of soils and concrete will be performed at Insight Group’s AASHTO laboratory. JMT personnel will be responsible for preparation and transportation of the samples for testing.

3 COMPENSATION AND SCHEDULE

Testing and inspection services will be provided on an as-requested/will-call basis with scheduling performed by the Contractor, Owner’s Representative, or authorized project representative. IG will not be responsible for scheduling our services or for tests or inspections not performed due to failure to schedule our services. We also respectfully request that our services be scheduled a minimum of twenty-four (24) hours in advance of the need for the service.

Insight Group will provide the Construction Materials Testing and Inspection Services as stated in this proposal for an estimated fee of $150,000. The fees will be based on the following unit rates and the previous quantities from Phase II:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inspector, Micro Piles</td>
<td>$68/hr</td>
</tr>
<tr>
<td>Inspector, Soils, Concrete &amp; Asphalt testing</td>
<td>$68/hr</td>
</tr>
<tr>
<td>Senior Project Manager</td>
<td>$100/hr</td>
</tr>
<tr>
<td>Senior Geotechnical Engineer</td>
<td>$155/hr</td>
</tr>
<tr>
<td>Materials Lab</td>
<td></td>
</tr>
<tr>
<td>4x8 inch Concrete Compressive Strength Cylinders</td>
<td>$15/each</td>
</tr>
<tr>
<td>Atterburg Limits</td>
<td>$75/each</td>
</tr>
<tr>
<td>Grain Size Distribution, 200 Sieve</td>
<td>$75/each</td>
</tr>
<tr>
<td>Grout Compressive Strength Prisms</td>
<td>$18/each</td>
</tr>
</tbody>
</table>
4 TERMS AND CONDITIONS

4.1 Third Party Reliance

This Agreement and the services provided are for Client’s sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the services and any work product is limited to the Client.

4.2 Site Access, Safety, Taxes and Fees

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Scope being provided by the Engineer. The Client shall be responsible for paying all applicable taxes and fees. Client will execute any necessary site access agreement. Engineers will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any other party, including Client. Engineer warrants that it possesses the appropriate Engineering licenses and certificates to perform the Scope of its work.

4.3 Utilities

The Engineer will locate utilities using the state “one-call” utility locate service. Engineers shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Engineers shall not be responsible for damage to subterranean structures or utilities that are not called to Engineers’ attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Engineers.

4.4 Time of Completion and Adjustments to Time of Completion.

Client acknowledges that the time of completion is dependent upon Client having all permits, completing preliminary work and/or drawings in a timely manner and allowing Engineer access to the work as to perform the Scope of services in an orderly manner. Should Client not fulfill this responsibility then the time of completion shall be equitably adjusted. Time will also be equitably adjusted in the event of force majeure or inclement weather.

To the extent required for Engineer to perform its work the Client shall provide all drawings and amendments together with the schedule or amendments thereto. Engineer shall be notified of all changes in drawings and schedules to the extent they bear upon the Scope of services provided by the Engineer.

4.5 Payments and Adjustments to Payments.

The Engineer shall be entitled to be paid as set forth in the Proposal provided, however, the Engineer shall be entitled to be paid additional sums for work out of the Scope of the Proposal or for work that is unable to be performed orderly, or for work extended beyond the scheduled date of completion. Should Engineer’s failure contribute to the extended time of performance, the Engineer’s compensation shall be equitably adjusted.

Client may request changes to the Scope by altering or adding to the services to be performed. If Client so requests, Engineer will provide a schedule setting forth an adjustment to the services and fees for the requested changes and the time within which to perform such services. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Engineer to perform changed or additional work, the fees will be changed as additional services.

4.6 Insurance

The Engineer shall provide proof of Insurance for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation/Employers’ Liability, and Professional Liability. Client shall be responsible for providing all other insurance; such insurance shall provide for a waiver of subrogation as to Engineer.

4.7 Drawings and Schedules.

To the extent required for Engineer to perform its work the Client shall provide all drawings and amendments together with the schedule or amendments thereto. Engineer shall be notified of all changes in drawings and schedules to the extent they bear upon the Scope of services provided by the Engineer.

4.8 Subsurface Explorations

Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Engineers’ layout of boring and test locations is approximate and that Engineers may deviate a reasonable distance from those locations. Engineer will take reasonable precautions to reduce damage to the site when performing its services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not the responsibility of the Engineers.

4.9 Ownership of Documents

Work product, such as reports, logs, data, notes, or calculations, prepared by Engineers shall remain Engineers’ property. Proprietary concepts, systems, and ideas developed during performance of the services shall remain the sole property of Engineers. Files shall be maintained in accordance retention policies and practices customary in the industry.

4.10 Consequential Damages

Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.
4.11 Limitation of Liability

Client and Engineers have evaluated the risks and rewards associated with this project, including engineers' fee relative to the risks assumed, and agreed to allocate certain of the associated risks. The total aggregate liability of Engineers (and its related corporations and employees) to client and third-parties granted reliance is limited to the greater of $50,000 or Engineers' fee, for any and all Injuries, damages, claims, losses, or expenses (including attorney and expert fees) arising out of or attributed to Engineers' services. This limitation shall not apply to the extent that insurance monies are available or will become available.

4.12 Indemnity

1. To the extent permitted by law, Engineer assumes responsibility for and agrees to defend, indemnify and hold Client (hereinafter “Indemnitee”) harmless from any and all claims, demand, damages, expenses, losses, fines, penalties or liabilities arising from, resulting in any manner directly or indirectly from or connected with or in the course of the performance of the Work or the Contract obligations. Engineer's duty to defend or indemnify Indemnitee shall be apportioned or reduced by the negligence or other fault of Indemnitee or its employees or agents. Contractor's obligation to defend, indemnify and hold Indemnitee harmless shall be, subject to the limitations below.
   (a) Engineer's duty to indemnify and defend shall not apply to liability for damages caused by or resulting from the sole negligence of Indemnitee or its agents or employees.

2. To the extent permitted by law, Client assumes responsibility for and agrees to defend, indemnify Engineer (hereinafter “Indemnitee”) harmless from any and all claims, demands, damages, expenses, losses, fines, penalties or liabilities arising from, resulting in any manner, directly or indirectly, from the negligence of Client and/or its agents. Client's duty to defend or indemnify Indemnitee shall be apportioned or reduced by the negligence or other fault of Indemnitee or its employees or agents. Client's obligation to defend, indemnify and hold Indemnitee harmless shall be subject to the limitations below.
   (a) Client's duty to indemnify and defend shall not apply to liability for damages caused by or resulting from the sole negligence of Indemnitee or its agents or employees.

4.13 Arbitration

All claims, disputes and other matters in question between Engineer and Client arising out of or relating to the Contract Documents or these parties' dealings of whatsoever kind shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. The Client agrees that the Engineer may consolidate any dispute between the parties with other disputes arising out of the project.
January 21, 2022

Mr. Timothy Sewell, PE
Johnson, Mirmiran & Thompson, Inc.
3973 Southeastern Way
West Columbia, SC 29169

Subject: Proposal for Construction Phase Services
Lower Battery Seawall-Phase III
Charleston, South Carolina
JMT Reference No. 14-1139-006
(SE Reference 15619015.03.03)

Dear Timothy:

SCHNABEL ENGINEERING, LLC. (Schnabel) is pleased to submit this proposal for professional engineering services for the above referenced project. This proposal has been prepared in response to your request on January 19, 2022.

OBJECTIVE AND SCOPE OF SERVICES

We understand the Phase III seawall will extend from about Sta 19+50 to Sta 37+50, or about 1,800 feet. Based on that, we have assumed actual micropile construction may take four (4) months or less to complete.

Schnabel is considered the Design Engineer of Record for the micropile foundations. We understand you plan to use a local geotech firm for the micropile construction observation and testing.

As requested, we propose to furnish the following services in connection with this project:

- Review geotechnical/micropile/ground stabilization submittals and RFI’s
- Periodic site visits by Senior Engineer (assume 4 or less)
- Consultation during micropile construction

EXCLUSIONS

This agreement only includes the scope of services specifically identified above. Our proposed scope of services does NOT include:

- Observation and testing of micropiles, soils, concrete, grout, steel or other materials
- Cost estimates,
- Surveying for line and grade
- Observation and testing services not specifically cited herein
Note that since others will be providing the QA/QC testing services, we cannot assume any responsibility for inadequate monitoring or testing during construction. We also assume that the geotechnical firm providing the QA/QC testing will issue detailed field records and documentation reviewed by their licensed Engineer verifying the micropile construction was performed in accordance with the project plans and specifications at the completion of project.

PROJECT FEES

Our estimated fees are summarized below and are for the specific scope of services detailed herein. Time beyond this scope of service will be based on our current Schedule of Personnel Fees.

Services will be provided based on the following fee table.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee Basis</th>
<th>Allowance</th>
<th>Fee</th>
<th>Estimated Subtotals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submittal &amp; RFI Reviews, Review of Load Test Data</td>
<td>Personnel Time</td>
<td>120 hrs</td>
<td>Associate Engr @$195/hr, Review Engr @$250/hr</td>
<td>$26,800</td>
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<tr>
<td>Engineer Site Visits</td>
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<td></td>
<td>Personnel Time</td>
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<td>$500/visit</td>
<td>$2,000</td>
</tr>
<tr>
<td></td>
<td>Travel Expense</td>
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<tr>
<td>Total Estimated Fee</td>
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<td></td>
<td></td>
<td>$40,000</td>
</tr>
</tbody>
</table>

GENERAL

Our current Schedule of Personnel Fees is included as Attachment 1. We will submit our invoices for payment monthly for services and tests performed during the preceding month. Invoices are due on receipt and past due 30 days after the invoice date. Payments are not contingent on receipt of funds from third parties. We will charge interest at 1.5% per month on all overdue amounts.

The previously agreed on Contract Terms and Conditions for this project will also apply to this task.

We appreciate the opportunity to submit our proposal for these services and are looking forward to a cordial working relationship for this engagement. Please contact our office if you have any questions with regard to this proposal. Your acceptance of this proposal by signing and returning one copy of this letter will form our agreement for these services.

Sincerely,

SCHNABEL ENGINEERING, LLC

Richard H. Wargo, PE
Senior Vice President
Johnson, Mirmiran & Thompson, Inc.
Lower Battery Seawall-Phase III, Charleston, SC

Attachment:
(1) Schedule of Personnel Fees

The terms and conditions of this proposal are:

ACCEPTED BY: ________________________ JOHNSON, MIRMIRAN & THOMPSON

SIGNATURE: __________________________________________

PRINTED NAME: ______________________________________

TITLE: __________________________   DATE: _____________________
SCHEDULE OF PERSONNEL FEES – CAROLINAS  
Effective until December 31, 2022

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$260.00/hr</td>
</tr>
<tr>
<td>Senior Associate</td>
<td>$220.00/hr</td>
</tr>
<tr>
<td>Associate</td>
<td>$195.00/hr</td>
</tr>
<tr>
<td>Senior Engineer/Scientist/Technologist</td>
<td>$175.00/hr</td>
</tr>
<tr>
<td>Project Engineer/Scientist/Technologist</td>
<td>$145.00/hr</td>
</tr>
<tr>
<td>Senior Staff Engineer/Scientist/Technologist</td>
<td>$125.00/hr</td>
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<tr>
<td>Staff Engineer/Scientist/Technologist</td>
<td>$110.00/hr</td>
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<tr>
<td>Senior Technician</td>
<td>$84.00/hr</td>
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<tr>
<td>Technician III</td>
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<tr>
<td>Technician II</td>
<td>$65.00/hr</td>
</tr>
<tr>
<td>Technician I</td>
<td>$52.00/hr</td>
</tr>
<tr>
<td>Drafter/CADD</td>
<td>$90.00/hr</td>
</tr>
<tr>
<td>Administrative, Clerical</td>
<td>$70.00/hr</td>
</tr>
</tbody>
</table>

NOTES:

1. Fees will be based upon the actual hours (to nearest 0.3 hr) charged for personnel times the appropriate hourly rate. A two-hour minimum will apply for engineer and technician services in the field, except for sample pickup.

2. Expert witness testimony and preparation will be billed at 1.5 times the relevant hourly rate

3. Travel by auto to and from jobs will be charged at the current IRS prevailing rate plus a 10% markup, unless a trip charge is given in the proposal. Travel by air or rail, and lodging and meal expense for engineering personnel in the field will be billed at cost plus a 10% handling fee.

4. Costs for in-house communications, reproduction and regular mailings, will be charged at 5% of personnel fees (unless indicated otherwise) in addition to the above hourly personnel rates.

5. Overtime for Technicians is time for work on Saturday, Sunday, and national holidays, time in excess of 8 hours per day and time between the hours of 7:00 P.M. and 7:00 A.M. Overtime hours will be billed, in accordance with note 1 above, at 1.5 times the relevant hourly rate.

6. Subcontracts for subsurface investigations, bulldozers, surveys, etc., are marked up 15% to cover the cost of handling, insurance, and overhead.

COLUM 22.1
Frank J Newham  
City of Charleston  
80 Broad St.  
Charleston, SC 29401  
8437243713  
newhamj@charleston-sc.gov  

Ship to:  
Timothy Sewell  
JMT  
952 Houston Northcut Suite 100  
Mount Pleasant, SC 29464  
803-457-1112  
tsewell@jmt.com  
Project: Low Battery Reconstruction - Phase III

CAMERA SYSTEMS

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>Security Video Recording Upgrade - 120 days</td>
<td>1</td>
<td>$1,299</td>
<td>$1,299</td>
</tr>
<tr>
<td>1 Month of Credit from WS1110218038</td>
<td>1</td>
<td>$875</td>
<td>$875</td>
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</table>

MANAGED SERVICES

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Live Streaming Software Support and Archiving Service (20 mos)</td>
<td>1</td>
<td>$975</td>
<td>$17,500</td>
</tr>
<tr>
<td>• Archive every 5 minutes with panorama support</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Project Management Integration (Aconex, Autodesk, PlanGrid, Procore)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>• On-demand AI-edited time-lapse video with music &amp; on-screen graphics</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bandwidth - 4G Wireless Data Service (Reactivation of Camera - Mobile Trailer Cam)</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hand Edited Time-Lapse Movie</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Reactivation of Camera</td>
<td>1</td>
<td>$450</td>
<td>Included</td>
</tr>
<tr>
<td>Mobile Trailer Cam</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Full Service Support Package</td>
<td>1</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>(Dedicated Customer Service &amp; Technical Support, Unlimited Software Training)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FedEx Ground $46.47
Preferred Customer Discount: $2,450
Total $17,970.47

Notes

Reactivation for Phase III
Service call to have an EarthCam technician install the Edge Video Recorder - $435

Available Options:

- Rentals  
- Multi-project discounts  
- Insured Installation  
- Solar power upgrades  
- 360° Photography  
- Aerial Imagery

Your Account Manager: David Hart  
dhart@earthcam.com  
1-800-EARTHCAM  
650 East Crescent Avenue, Upper Saddle River, NJ 07458  
201-488-1111 ext. 1335  
- 1 of 2 -
Your Account Manager:

**David Hart (201) 488-1111**

Proposal created by **Nicole Navaeta**

Date Generated: 01/31/22. This proposal is confidential and valid for 15 days. All prices are quoted in US Dollars. While EarthCam, Inc. will endeavor to meet the customer’s desired delivery date, no shipment date can be scheduled until an order is accepted by EarthCam, Inc. Payment in full must precede acceptance, which may be made by cash, cleared check, Fed wire, ACH or major credit card. All sales are final. All orders and services are subject to force majeure. All services shall automatically renew for successive one (1) month periods and continue until customer shall provide thirty (30) days written notice of termination to EarthCam, Inc. Any and all liability arising out of products or services included in this proposal, however or whenever arising, shall not, under any and all circumstances, exceed the actual payments received by EarthCam, Inc. In connection therewith or one month’s service fee, whichever is less. In no event shall EarthCam, Inc. be liable for any special, incidental or consequential damages. Lifetime camera warranty for active software subscribers. Additional parts covered under standard 1 year manufacturer warranty.
TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Chito Walker DEPT. Police Department
SUBJECT: AGREEMENT RENEWAL BETWEEN THE UNIVERSITY OF SOUTH CAROLINA AND THE CITY OF CHARLESTON POLICE DEPARTMENT REGARDING RACIAL BIAS AUDIT PLAN
REQUEST: Agreement renewal between USC and CPD to work in collaboration of Racial Bias Audit Plan. Total cost for the renewal is $37,000.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair □ □ □ □
Chief of Police x □ □ □ □

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: Police Account #: 00000 - 02206
Balance in Account $37,000 Amount needed for this item $37,000

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt J. Deputy CFO for Amy White, CFO
FISCAL IMPACT: Cost is budgeted for in the FY22 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 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
RESEARCH LETTER OF AGREEMENT
(RENEWAL)

Between: City of Charleston Police Department
180 Lockwood Blvd.
Contact: Captain Anthony Cretella
Phone: 843-720-2406
E-mail: cretellaa@charleston-sc.gov

And: University of South Carolina
1600 Hampton Street, Suite 414
Columbia, SC 29208
Contact: Allyson Martin
Office of Sponsored Awards Management
Phone: (803) 777-2983
E-mail: allyson@mailbox.sc.edu

Project Period: 12 months from date of execution

Total Funding: $37,000.00

1. SCOPE OF WORK - City of Charleston Police Department (Sponsor) and the University of South Carolina (USC) wish to continue to combine their mutual interest in an evaluation plan. The Scope of Work shall be described in the research proposal entitled “Racial Biased Audit Recommendation Plan” by Dr. Geoff Alpert of the Department of Criminology and Criminal Justice. The proposal is incorporated into this Agreement as Attachment A.

2. KEY PERSONNEL - The project director will be Dr. Geoff Alpert, who may select and supervise other project staff as needed. No other person will be substituted for the project director except with Sponsor's approval. Sponsor may exercise the Termination provision of this Agreement if a satisfactory substitute is not found.

3. DIRECTION OF RESEARCH - Direction of the research will rest with USC. It is agreed, however, that USC, through its project director, will maintain continuing communication with a designated liaison for the Sponsor.

4. FUNDING AND PAYMENT - Sponsor will provide funding in the fixed amount of $37,000.00 as full payment for the work performed under this Agreement. Sponsor agrees to pay half of the project cost, or $18,500.00, upon full execution of this agreement and the remaining balance of $18,500.00 will be paid following the receipt of the final report from the City of Charleston Police Department.

USC will invoice Sponsor for these two payments at the following address: Cassandra Payton, 180 Lockwood Blvd., Charleston, SC 29403

5. INTELLECTUAL PROPERTY - The Sponsor and USC agree that, if patentable discoveries or inventions should result from work performed under this Agreement, USC shall retain the entire right, title and interest to each subject invention, except that the Sponsor shall have a non-exclusive, non-transferable, irrevocable, paid-up license to use such discoveries or inventions.

USC is free to copyright any books, publications, or other copyrightable materials developed in the course
of or under this agreement, but the Sponsor shall receive a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Sponsor purposes.

6. PUBLICATIONS - USC engages only in research that is compatible, consistent and beneficial to USC’s academic role and mission and therefore, significant results of research activities must be reasonably available for publication. USC agrees to keep confidential any Sponsor proprietary information supplied to it by the Sponsor during the course of research under this Agreement. In any such publication full credit shall be given the Sponsor and every person having made a significant contribution to the results obtained.

7. NOTICES - All notices and communications in connection with this Agreement will be addressed to the following:

City of Charleston
Name: John J. Tecklenburg
Title: Mayor
Address: 80 Broad Street
Charleston, SC 29401
Phone: 843-724-3737
Email: tecklenburgj@charleston-sc.gov

University of South Carolina
Name: Allyson Martin
Title: Sponsored Programs Administrator
USC Sponsored Awards Management
1600 Hampton Street, Suite 414
Columbia, SC 29208
Phone: (803)777-2983
Email: allyson@mailbox.sc.edu

8. TERMINATION - Either USC or Sponsor may terminate this Agreement by giving thirty (30) days written notice to the other. In the event of such termination, USC will cease further obligation of project funds and will take all reasonable steps to cancel or otherwise reduce outstanding obligations. Sponsor will be obligated to pay actual costs and firm commitments to the date of termination not to exceed the total value of this Agreement.

9. AMENDMENTS - Any amendments to this Agreement must be in writing and signed by authorized representatives of USC and Sponsor.

Agreement of USC and Sponsor in the terms stated above is indicated by signatures below.

City of Charleston

____________________________________
John J. Tecklenburg
Mayor

Date:________________________

University of South Carolina

____________________________________
Lauren Angelo Duck
Sponsored Programs Administrator, Team Lead
Sponsored Award Management

Date: 02/25/2022
PROPOSAL FOR RESEARCH AGREEMENT
WITH THE CITY OF CHARLESTON POLICE DEPARTMENT AND UNIVERSITY OF SOUTH CAROLINA

The purpose of this proposal is to work in collaboration with the University of South Carolina in formulating a “Racial Biased Audit Recommendation Plan” based on the 2018 racial biased audit conducted for the City of Charleston Police Department (CPD).

Related Audit Priorities

1. Traffic Enforcement and Data Collection
2. Use of Force Reporting and Data Collection
3. Body Worn (BWC) Camera Compliance Auditing
4. Compliant and Internal Investigation Management
5. Recruitment and Hiring

Functions to be performed by the University of South Carolina Principal Investigator

1. Participate in use of force review board and perform critical incident reviews on demand.
2. Conduct use of force data analysis and support compliance auditing system development for both use of force and internal complaint systems.
3. Support BWC auditing system and conduct compliance analysis.
4. Conduct traffic stop and racial bias data analysis.
5. Identify and support funding applications for grants or other sources to support continued development of evidence strategies related to audit/strategic plan priorities.
6. Identify and support opportunities to promote successes of CPD professional publications, professional and academic conferences, webinars, etc.
7. Facilitate opportunities for professional development for CPD members and for university students to work on projects with CPD to promote recruiting and continued partnerships with CPD.

Deliverables
Upon completion of services it is the intent to deliver a comprehensive audit recommendation plan which will incorporate variables to assist in meeting audit objectives to include project timelines, sustainability of plan and future objectives.
TO: John J. Tecklenburg, Mayor

FROM: Deputy Chief Chito Walker

DEPT: Police Department

SUBJECT: POLICE DEPARTMENT – FY23 VOCA GRANT

REQUEST: To approve an application for an Elder Advocate and Resource Specialist for the CPD Victim Services Unit under the Victims of Crime Act Grant Program (Continuation) in the amount of $54,975.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 2022

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

Corporate Counsel Yes N/A
Cap. Proj. Cmte. Chair [X]
Chief of Police [X]
Grants Coordinator [X]

Signature of individual Contacted: ________________
Attachment: [X]

FUNDING: Was funding previously approved? Yes [X] 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 [X] No

NEED: Identify any critical time constraint(s).

This application is due on April 27, 2022

CFO’s Signature: [Signature]

FISCAL IMPACT: This project requires a 57% City match of $72,872.

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.
MEMORANDUM

To: Mayor John Tecklenburg
From: Chito Walker, Deputy Chief of Police
Subject: FY23 VOCA Elder Advocate & Resource Coordinator Proposal
Date: March 8, 2022

The purpose of this memorandum is to request permission for the Charleston Police Department’s application to the FY23 Victims of Crime Act Grant Program. The application is due on April 27, 2022.

If awarded, the grant will be a continuation of the elder abuse services program currently housed within the Charleston Police Department’s Victim Services Unit. The purpose of the program is a twofold; (1) to provide access to a victim advocate for elder citizens who have been victims of abuse, and (2) to connect all victims to the local resources that meet their needs through a Resource Coordinator. The proposed budget requests funding for the salary and fringe benefits for one (1) Elder Advocate and one (1) Resource Coordinator totaling $127,847 in overall program costs.

This grant amount of $54,975 requires a 57% City match of $72,872. The City contributed 43% last year; however, the South Carolina Attorney General advises CPD to take an 18% reduction from last year and there has been a slight increase in salary and benefits costs.

Please do not hesitate to email Ofc. David Plesich, Grants Coordinator, at <plesichd@charleston-sc.gov> should you have any questions or concerns.
## 2023 VOCA Grant
*Elder Advocate Resource Specialist Continuation*

### PERSONNEL SALARY

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<tr>
<th>Qty</th>
<th>Job Title</th>
<th>From Grant</th>
<th>From Match</th>
<th>Salary</th>
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<tbody>
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<td>1</td>
<td>Resource Specialist</td>
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### FRINGE BENEFITS

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<td>Resource Specialist</td>
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<thead>
<tr>
<th>Total Grant</th>
<th>Total Match</th>
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<tbody>
<tr>
<td>$54,975</td>
<td>$72,872.00</td>
<td>$127,847.00</td>
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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Chito Walker
DEPT. Police Department
SUBJECT: 2022 HOMELAND SECURITY GRANT
REQUEST: After-the-fact Approval to submit Project Proposal Worksheets
for the 2022 Homeland Security Grant administered through SLED
in the amount of $207,000 for a Modular Vehicle Barrier System and
$472,000 for a Total Containment Vessel, total of $679,000

COMMITTEE OF COUNCIL: Ways & Means
DATE: March 8, 2022

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

Corporate Counsel: Yes □ N/A □ Signature of Individual Contacted: [Signature]
Cap. Proj. Cmte. Chair: □ □ □ Attachment: □
Chief of Police: Yes □ N/A □
Grants Coordinator: Yes □ N/A □

FUNDING: Was funding previously approved? Yes □ No □ N/A □
If yes, provide the following: Dept./Div.: Account #: Amount needed for this item

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

NEED: Identify any critical time constraint(s).
This Worksheet was due on February 25, 2022

CFO's Signature: [Signature]
FISCAL IMPACT: There is no match required for this grant.

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.
MEMORANDUM

To: Mayor John J. Tecklenburg  
City Council members
From: Chito Walker, Deputy Chief of Police
Subject: FY22 DOJ Justice Assistance Grant Submission
Date: 8 March 2022

The purpose of this memorandum is to request after-the-fact approval to submit Application Worksheets for the 2022 Homeland Security Grant Program administered through SLED. If approved, more thorough electronic applications will be required. These Worksheets request funding for two projects.

The first seeks $472,000 for a Total Containment Vessel (TCV). A TCV is a spherical device designed to absorb a blast from an explosive device. It has been described as “an inside-out diving vessel.” It is secured to a trailer and deployed to hazmat/suspicious package/bomb/IED incidents. The purpose of the TCV is to allow the rapid and safe containment and investigation of suspect items and cargo.

The second seeks $207,000 for a Modular Vehicle Barrier System (MVBS). An MVBS is a non-lethal fencing/barricade that helps stop vehicles and assists vehicular/pedestrian traffic control. The purpose of the MVBS is to safeguard persons and property from intentional and unintentional vehicular traffic incursion.

There is no match for these grant items. These did require a fast turn-around time, as the solicitations were received in January.

Should you have any questions regarding these projects, please contact Ofc. David Plesich, Grants Coordinator at plesichd@charleston-sc.gov.
Proposal for The 2022 Homeland Security Grant Program

Project Proposal Worksheet **Due 25 Feb 2022**

Write project proposals that address and include language in your description/success criteria for the current highest national priorities (in Red) as well as state priorities for development, maintenance, sustainment, and/or focused improvement in the following areas: 1) Statewide Homeland Security Program Coordination, National Incident Management System Implementation, Resource Typing, Badging & Credentialing, Exercise Program; 2) Emerging Threats (National Priority)--WMD-Bomb, WMD-HazMat, WMD-SWAT, RADNuc; 3) Combating Domestic Violent Extremism (National Priority) as addressed by Complex Coordinated Terrorist Attack prevention; 4) State and Regional Incident Management Teams; 5) Regional Medical Assistance Teams; Regional Collapse Search & Rescue Teams; Medical Response Systems; Coroners; 6) Soft Targets & Crowded Places (National Priority)—CI-KR; 7) Statewide Cyber Security (National Priority); 8) Enhancing Information & Intelligence Sharing (National Priority); 9) Communications Interoperability for Homeland Security Regional Response Teams & supporting a Statewide Interoperability Coordinator.

Instructions: Please fill in all the blocks of this proposal worksheet with the requested information and submit to the SAA. Please email the worksheet to Bob Connell (rconnell@sled.sc.gov) not later than 25 February 2022.

Please name your submitted (MS Word) proposal worksheet file as follows (Your Jurisdiction, Agency, Capability Addressed): JurisdictionAgencyCapacity. For example, if my jurisdiction was Charleston County and my agency was the Sheriff’s Department and I had a Bomb Squad project, the file name would be: CharlestonCoSOSBomb. If my jurisdiction was Charleston County and I was with Sheriff’s Office SWAT Team, the file name would be: CharlestonCoSOSSWAT.

Based on past experience and required inputs to DHS, this worksheet has been provided to aid you in drafting your project proposal for provision to the SC State Administrative Agency (SLED), Homeland Security Program Office. If your proposal is accepted, additional information will be required at a later time.

**Helpful Tools**

Spell Check:
1. Click on the [Tools] menu
2. Select [Spelling]
3. The Spelling box will appear, indicating misspelled words and suggested corrections
### Project Proposal Identification—All Fields Must Be Completed Accurately!

<table>
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<tr>
<th>Grant:</th>
<th>SHSP</th>
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</thead>
<tbody>
<tr>
<td>Start / End Dates:</td>
<td>1 Oct 2022 / 30 Sep 2023</td>
</tr>
<tr>
<td>Sub-recipient Org.</td>
<td>Charleston Police Dept.</td>
</tr>
<tr>
<td>Name:</td>
<td>180 Lockwood Dr.</td>
</tr>
<tr>
<td>Project Location:</td>
<td>Charleston, SC</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>29403-5112</td>
</tr>
<tr>
<td>Dunns Number:</td>
<td>077 990 786</td>
</tr>
</tbody>
</table>

| Project Director: | Lt. George Bradley |
| E-Mail: | bradleyg@charleston-sc.gov |
| Phone: | 843-720-3924 |
| % on Law Enforcement: | 100% |

<table>
<thead>
<tr>
<th>Funding Request ($)</th>
<th>$207,000</th>
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</thead>
<tbody>
<tr>
<td>Project Name (100 Character Max):</td>
<td>CPD Modular Vehicle Barrier System</td>
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<tr>
<td>Sustain or Build a core capability?</td>
<td>Build a core capacity</td>
</tr>
<tr>
<td>Deployable:</td>
<td>Yes or No (to other states)</td>
</tr>
<tr>
<td>Shareable</td>
<td>Yes or No (in or out of state)</td>
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</table>

<table>
<thead>
<tr>
<th>Regional Investment? If yes, which counties?</th>
<th>Charleston, Berkeley Counties, State Ports Authority</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Primary DHS Core Capability (of the 32)?</th>
<th>Physical Protective Measures</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Applicable Project Management Life Cycle Step For This Project (See Appendix):</th>
<th>Execute</th>
</tr>
</thead>
</table>

| National Priority Capability of the 5 (as applicable)? | Protection |
I.A. Baseline

**Does the Project Support a Previously Awarded Investment?** If yes, fill this out:

<table>
<thead>
<tr>
<th>Last Year Active?</th>
<th>Project Number (i.e. 20SHSP23)?</th>
</tr>
</thead>
</table>

Last Completed Milestone of the Project:

Start Date:_________. End Date (Projected if ongoing):_________.

I.B. Provide a narrative describing the project at a high level (2000 character maximum). Describe which of the five (5) National Priority Areas this project supports and how (if applicable). Identify National Incident Management System (NIMS) typed resources if any, that are supported by this project. Refer to the Resource Typing Library Tool at [https://www.fema.gov/emergency-managers/nims/components](https://www.fema.gov/emergency-managers/nims/components).

A Modular Vehicle Barrier System (MVBS) is a non-lethal fencing/barrier that helps stop vehicles and assists vehicular/pedestrian traffic control. Together with the specially designed transport trailer, the MVBS is a key component of a complete vehicle barrier system. The system provides the user with a quick and effective way to mobilize and set up a vehicle barrier system for any event or roadway closure.

The investment in a MVBS is a direct investment in the ability to protect persons, property and infrastructure from threats of vehicular attack, and provide safety to pedestrians from intentional and unintentional vehicular traffic incursion. The MVBS allows the rapid and safe containment of traffic and the ability to limit disruption to persons and commerce. It is the most efficient method to safeguard persons, property and infrastructure from vehicular assault and/or mishaps. Current CPD equipment does not include such capability. In order to protect against, respond to, and mitigate damage from terroristic threats (such as vehicle-borne improvised explosive devices), the agency must have access to equipment that offers protection and mitigation options against such dangers.

This project directly supports the National Priority Area of Protection. The MVBS allows officers to provide safety and security to protect critical infrastructure/soft targets, special events, and crowded locations. The City of Charleston (a 127-square mile municipality) and surrounding communities face a number of significant threats to persons and infrastructure. The City hosted 228 highly-attended Special Events in 2021, including the Ravenel Bridge Run, Southeastern Wildlife Exposition, Spoleto Festival USA, and other large-scale events that resulted in 7.3 million visitors to the City. These events and others (Hurricane threats) require the closure of roads, bridges and state routes over multiple blocks and miles of roadway.

NIMS typed resources supported by this project include 2-509-1352 (Traffic Control Specialist) whose core capability is critical transportation and 6-509-1364 (Mobile Field Force Officer) whose core capability is on-scene security, protection and law enforcement. CPD fields a Traffic Unit and Civil Disturbance Unit that respond to local and regional calls for service.
II.A. Funding Plan by POETE elements

Provide the total estimated cost for the period of performance for this project by completing the following table:

- Provide funding requests by POETE (Planning, Organization, Equipment, Training, Exercise) areas
- For each POETE element that has an associated funds requested, provide a brief summary description of the planned expenditures

<table>
<thead>
<tr>
<th>POETE</th>
<th>Homeland Security Grant Program Funding Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning</td>
<td>0</td>
</tr>
<tr>
<td>Organization</td>
<td>0</td>
</tr>
<tr>
<td>Equipment</td>
<td>$207,000</td>
</tr>
<tr>
<td>Training</td>
<td>0</td>
</tr>
<tr>
<td>Exercises</td>
<td>0</td>
</tr>
<tr>
<td>Total</td>
<td>$207,000</td>
</tr>
</tbody>
</table>

Planning

Organization

Equipment

Modular Vehicle Barrier System for roadway and area closures, including a specially-designed 10-compartment trailer for transport. Training in the use of the MVBS is included in the cost of the equipment.
II.B. Programmatic Milestones
Provide specific descriptive milestones for the project over the period of performance, including start and end dates for each milestone; up to 10 milestones may be provided.

**Milestone 1: Your plan to address your POETE gaps above by sustaining/building capability**

Anticipated Funding Selection

| Start Date: 10-01-2022 | End Date: 10-01-2022 |

**Milestone 2: Your plan to address your POETE gaps above by sustaining/building capability**

Anticipated Award Date

<p>| Start Date: 10-01-2022 | End Date: 10-01-2022 |</p>
<table>
<thead>
<tr>
<th>Milestone 3: Your plan to address your POETE gaps above by sustaining/building capability</th>
<th>Completion of Public Award Acceptance Procedures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date: 11-01-2022</td>
<td>End Date: 11-08-2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Milestone 4: Your plan to address your POETE gaps above by sustaining/building capability</th>
<th>Submission of Sole Source Approval to Charleston City Council</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date: 01-01-2023</td>
<td>End Date: 01-08-2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Milestone 5: Your plan to address your POETE gaps above by sustaining/building capability</th>
<th>Sole Source Purchase Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date: 03-01-2023</td>
<td>End Date: 03-08-2023</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Milestone 6: Your plan to address your POETE gaps above by sustaining/building capability</th>
<th>Purchasing Initiation (Purchase Request and Purchase Order)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date: 04-01-2023</td>
<td>End Date: 04-22-2023</td>
</tr>
</tbody>
</table>
Milestone 7: Your plan to address your POETE gaps above by sustaining/building capability
Receipt of New Equipment

Start Date: 07-01-2023  End Date: 08-15-2023

Milestone 8: Your plan to address your POETE gaps above by sustaining/building capability
Completion of New User Training and Exercises

Start Date: 08-15-2023  End Date: 08-30-2023

Milestone 9: Your plan to address your POETE gaps above by sustaining/building capability
Close Out Grant

Start Date: 09-30-2023  End Date: 09-30-2023

Milestone 10: Your plan to address your POETE gaps above by sustaining/building capability
III.A. Project Impact / Used for Project Evaluation

What outcomes will indicate that this project is successful at the end of the period of performance?

Success of the MVBS will consist of measurement of the number of deployments of the system, an assessment of the ease of deployment, the number of times the unit was engaged by vehicles, as assessment of the effectiveness of that engagement, and an estimate of the manpower displaced by the system.
# APPENDIX

## PROJECT MANAGEMENT LIFECYCLE

<table>
<thead>
<tr>
<th>Steps</th>
<th>Description</th>
<th>Process</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Initiate</strong></td>
<td>The authorization to begin work or resume work on any particular activity.</td>
<td>Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.</td>
</tr>
<tr>
<td><strong>Plan</strong></td>
<td>The purposes of establishing, at an early date, the parameters of the project that is going to be worked on as well as to try to delineate any specifics and/or any peculiarities to the project as a whole and/or any specific phases of the project.</td>
<td>Involves working out and extending the theoretical, practical, and/or useful application of an idea, concept, or preliminary design. This also involves a plan for moving a project concept to a viable project.</td>
</tr>
<tr>
<td><strong>Execute</strong></td>
<td>The period within the project lifecycle during which the actual work of creating the project’s deliverables is carried out.</td>
<td>Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.</td>
</tr>
<tr>
<td><strong>Control</strong></td>
<td>A mechanism which reacts to the current project status in order to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring.</td>
<td>Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.</td>
</tr>
<tr>
<td><strong>Close Out</strong></td>
<td>The completion of all work on a project. Can also refer to completion of a phase of the project.</td>
<td>Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Julie P. Copeland
DEPT. Legal

SUBJECT: Approval of a Memorandum of Understanding between the City ofcockton and the Coastal Community Foundation regarding construction of a grave memorial on the Gullah Center grounds along George St.

REQUEST: Approval of a Memorandum of Understanding between the City ofcockton and the Coastal Community Foundation regarding construction of a grave memorial on the Gullah Center grounds along George St.

COMMITTEE OF COUNCIL: [N/A] DATE: 3/1/22

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

Corporate Counsel: [✓] N/A
Cap. Proj. Cmte. Chair

Signature of Individual Contacted

Attachment

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 [ ]

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]

FISCAL IMPACT: Funding has been included in the 2022 hospitality fund budget.

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.
COMMITTEE ON WAYS AND MEANS  
GENERAL FORM

TO: Committee on Ways and Means  
DATE: March 1, 2022

FROM: Julia Copeland  
DEPT: Legal

Approval of a Memorandum of Understanding between the City of Charleston and the Coastal Community Foundation regarding the construction of a grave memorial on the Gaillard Center grounds along George Street.

ACTION REQUEST: __________________________

COORDINATION: The request has been coordinated with:  
All supporting documentation must be included

[Signatures]
Corporation Counsel
Chief Financial Officer
Cap. Proj. Comte. Chair

Attachments

FUNDING: Was funding needed?  
Yes ☐ No ☒
If yes, was funding previously approved?*  
Yes ☐ No ☒

*If approved, provide the following: Dept/Div. Acct:
Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).
STATE OF SOUTH CAROLINA  ) MEMORANDUM OF UNDERSTANDING
COUNTY OF CHARLESTON    )

THIS Memorandum of Understanding is entered this ___ day of February 2020
by and between the City of Charleston (the “City”), and the Coastal Community
Foundation (the “CCF”), (collectively the “Parties”).

WHEREAS, the Parties intend to construct a memorial along the George Street
side of the Gaillard Center to commemorate the thirty-six African Americans whose
remains were discovered during the renovation of the building; and

WHEREAS, the estimated cost of the memorial will exceed two hundred fifty
thousand and no/100 ($250,000.00) dollars; and

NOW THEREFORE, for and in consideration of the sum of One and 00/100
($1.00) Dollars and other valuable consideration, the receipt and sufficiency of which are
herein acknowledged, the Parties agree as follows:

1. All recitals set forth above are incorporated by reference herein.

2. The City shall pay an amount not to exceed Two Hundred Fifty Thousand
   and no/100 ($250,000.00) Dollars toward the construction efforts of the
   memorial.

3. The CCF will collect through private fundraising any additional funds in
   excess of the City’s commitment toward allocation of the construction.

4. CCF shall exercise control and management of the memorial, maintain
   separate records of receipts and expenditures of funds related to this Agreement
   and make books and records available to the City at reasonable times upon the
   City’s request.

5. The term of this Agreement shall commence on the effective date of this
   Agreement and shall terminate on February 1, 2023 or whenever all activities
   related to the construction of the memorial, whichever is sooner.

6. Each party to this Agreement shall be responsible for its own actions.

7. The Parties shall not in any way or for any purpose be deemed to be or
   become partners, joint venturers, agents, employees or employers with respect to
   each other by this Memorandum of Understanding or for purposes hereof. No
   party shall be responsible for or otherwise required to police or regulate any
activities or conduct of the other(s) or any of their employees, officers, agents or contractors.

8. This Memorandum of Understanding shall be governed by the laws of the State of South Carolina.

9. All communications related to this Memorandum of Understanding shall be in writing directed to a party at its address as set forth below.

To the City:

John J. Tecklenburg, Mayor
City of Charleston
80 Broad Street
Charleston, SC 29401

With a copy to:

Corporation Counsel
City of Charleston
50 Broad Street
Charleston, SC 29401

To the CCF:

Melissa Levesque
Vice President of Development and Stewardship
CCF
1691 Turnbull St.
N. Charleston, SC 29405

10. This Memorandum of Understanding constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection herewith. No interpretation, modification, termination or waiver of any provision of or default pursuant to this Memorandum of Understanding shall be binding upon a party unless in writing and signed by the party against whom enforcement is sought.

11. No failure or delay in exercising any right, power or remedy hereunder shall constitute a waiver, forfeiture or other impairment of such right, power or remedy.

12. The invalidity, illegality or unenforceability of any provision hereof shall not render invalid, illegal or unenforceable any other provision hereof.
13. This Memorandum of Understanding shall inure to the benefit of, and be binding upon, the Parties hereto, and their heirs, successors and permitted assigns.

IN WITNESS WHEREOF, We, the undersigned, have read and agree with all sections of the Memorandum of Understanding.

WITNESS:  

__________________________  

__________________________  

CITY OF CHARLESTON  

By: ________________________  

Its: ________________________  

WITNESS:  

__________________________  

COASTAL COMMUNITY FOUNDATION  

By: ________________________  

Its: ________________________
Fountain bowl will be a earth casting about 3ft tall
Some of the areas in the bowl will have holes to
allow water to fell back to ground from the fountains
spouts.
36 hands holding object, in reference to the objects the people were buried with. Each hand will be cast in bronze, and will have its own water spouting from it.
36 hands holding object, in reference to the objects the people were buried with. Each hand will be cast in bronze, and will have its own water spouting from it.
NOTE: LOT 'A' IS A RESERVE PARCEL, NOT BUILDABLE AND PERMANENTLY DEDICATED FOR THE BURIAL OF HUMAN REMAINS. OWNERSHIP AND MAINTENANCE RESPONSIBILITIES REMAINS WITH THE CITY OF CHARLESTON.

Fence
Gate

30" Call

Fountain

Power Line

Electrify for Fountain

EA Squares Maintain As Much As Possible

Concrete Sidewalk

Concrete Driveway