1. Invocation – Councilmember Shahid

2. Approval of Minutes:
   
   July 19, 2022

3. Bids and Purchases

4. Housing and Community Development: Mayor and City Council approval is requested to execute a B133 Contract, in a form to be approved by Corporation Counsel, between the City of Charleston and LS3P for the donation of design services for the Hope Center. The donated services are valued at $192,000. The City of Charleston will be required to repay ninety (90%) percent of the completed work only if the City of Charleston determines it will not use the services of LS3P at any point. The contract includes a fee of $22,000.00 for Forsberg Engineering. LS3P is also working within their professional networks to procure services for the Center at minimal or no cost. The $22,000.00 is paid by the H2H campaign (non-city funds). (To be distributed under separate cover by the Housing and Community Development Department)

5. Legal Department: Authorization for the Mayor to execute an Intergovernmental Agreement between SCDOT and City of Charleston regarding the construction and maintenance of the Ashley River Pedestrian Bridge.

6. Stormwater Management: Approval to submit an application to the SC Office of Resilience Revolving Loan Fund in the amount of $3,000,000.00 to support the construction phase of the Barberry Woods Drainage Improvements project on Johns Island. No match is required for the loan. The pay-back period of the loan is 10 years with an interest rate no higher than 40% of the market interest rate (estimated around 1%). Loan program provides a potential for up to 25% of the loan to be converted to a no-match grant. Loan program applications are done on a rolling basis. Funding for the loan payback and interest will come from the Drainage Fund.

7. Stormwater Management: Approval of Central Park Drainage Improvements Work Authorization #9 in the amount of $433,992.00 with AECOM to provide engineering, design, and permitting services for new stormwater infrastructure in Project Areas 1 & 2 in the Central Park Watershed. Proposed improvements include pipe diameter increases, drainage channel geometry modifications, increasing the capacity of permanent stormwater best management practices, and installation of check-valves. The funding source for this project is the Drainage Fund.
8. Stormwater Management: Approval of Cooper-Jackson Drainage Improvements Work Authorization #10 in the amount of $667,156.00 with AECOM to provide design and permitting services for new stormwater infrastructure in the Cooper-Jackson Watershed. This includes design of stormwater infrastructure improvements and obtaining the necessary permits to construct the improvements. The funding source for this project is the Cooper River Bridge TIF.

9. Stormwater Management: Approval to submit an application to the NOAA Transformational Habitat Restoration & Coastal Resilience grant to support the design and permitting of the Longbranch Creek Drainage Improvements in West Ashley. Grant Funds-$1,500,000.00, City match-$1,500,000.00. Application deadline of September 6, 2022. No match is required for this grant however providing a match amount is taken into consideration during the grant application evaluation process. Matching funds are coming from the Drainage Fund.

10. Stormwater Management: Approval to submit an application to the SCRIA ARPA-SC Infrastructure Investment Program to support the construction of the Concord St. Pump Station Upfit project. Grant Funds-$10,000,000.00, City Match-$3,333,333.00. Application deadline of September 12, 2022. Match amount required by the grant is 25%. Match amount is funded from the Drainage Fund.

11. Parks-Capital Projects: Approval of International African American Museum GMP Change Order #17 in the amount of $190,816.00 with Turner Construction Company for alterations in the decking material for the wood walkway from 2x4 Black Locust to the 5/4" IPE. Funding for this will come from the IAAM. Approval of Change Order #17 will increase the GMP contract by $190,816.00 (from $61,894,000.00 to $62,084,816.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), and IAAM Contributions ($53,000,000.00).

12. Parks-Capital Projects: Approval of International African American Museum GMP Change Order #18 in the amount of $107,605.00 with Turner Construction Company for modifications to the bus stop, installation of steam condensate pumps, and a credit from one of the subcontractors for grout materials used in the installation of the granite at the main entrance. Funding for this will come from the IAAM. Approval of Change Order #18 will increase the GMP contract by $107,605.00 (from $62,084,816.00 to $62,192,421.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), and IAAM Contributions ($53,000,000.00).

13. Parks-Capital Projects: Approval of International African American Museum GMP Change Order #19 in the amount of $40,320.00 with Turner Construction Company for modifications to the fountain equipment to reduce maintenance costs and additional plant material in the landscape. Funding for this will come from the IAAM. Approval of Change Order #19 will increase the GMP contract by $40,320.00 (from $62,192,421.00 to $62,232,741.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), and IAAM Contributions ($53,000,000.00).

14. Recreation Department: Approval of the Memorandum of Agreement between the City of Charleston and WINGS for Kids to allow WINGS to manage an afterschool program for community children at the Arthur W. Christopher Community Center during the school year from 2:30-6pm.

16. Police Department: Approval of a Mutual Aid MOU with the Charleston County Sheriff's Office and other local agencies to support multi-agency marine public safety units responding to Homeland Security Issues.

17. Office of Cultural Affairs: Approval to accept $9,324 from Charleston County Local Accommodations Tax Funding, to support the 2023 Piccolo Spoleto Festival. The project period is 5/26/2023-6/19/2023. No City match is required.

18. Office of Cultural Affairs: Approval to accept $8,584 from Charleston County Local Accommodations Tax Funding, to support the 2022 MOJA Arts Festival. The project period is 9/15/2022-11/15/2022. No City match is required.

19. Office of Cultural Affairs: Approval to accept $4,669 from Charleston County Local Accommodations Tax Funding, to support the 2022 Free Verse Poetry Festival. The project period is 10/15/2022-11/15/2022. No City match is required.

20. Office of Cultural Affairs: Approval to accept $6,078 from Charleston County Local Accommodations Tax Funding, to support the 2022 Holiday Magic in Historic Charleston. The project period is 12/1/2022-12/31/2022. No City match is required.

21. BFRC: Approval of $3,400,000 in ARPA funds to provide a bonus to all City employees. Full time employees will receive $1,250 and part-time employees will receive $625. By approving this item, Council is approving the use of ARPA funds to fund this expense. We previously allocated $3.7 million in ARPA funds to rescind the property tax increase budgeted in 2021. We do not have to utilize this funding as our 2021 revenues were much higher than anticipated. We can reallocate this funding to employee bonuses.

22. BFRC: Approval to increase the City's starting pay rate to all City Pay Plans (Sworn and Unsworn). The cost will be $428,939. By approving this, Council approves the ongoing costs into the 2023 Budget. These costs will be included in the City’s base budget. In addition, City Council commits to the additional funding that will be needed in the 2023 budget to address the compression issues this pay increase will create. Funding for the cost of the adjustment will come from salary savings.

23. Planning, Preservation & Sustainability: Resolution Approving the Assessment Roll for the King Street BID.

24. The Committee on Real Estate (Meeting was held on Monday, August 15, 2022 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. Approval for the rental of Festival Hall for the MOJA Arts Festival on October 7, 8, 9, 2022. (56 Beaufain St., Charleston, SC 29401)

b. Approval for the rental of Festival Hall for the MOJA Arts Festival on November 11, 12, 13, 2022. (56 Beaufain St., Charleston, SC 29401)

c. Authorization for the Mayor to execute on behalf of the City a Second Amendment to the Management and Operating Agreement with the Charleston Area Convention & Visitors Bureau.[Ordinance]

d. Ordinance authorizing Mayor to execute a First Amendment to Lease Agreement between City of Charleston and South Carolina Aquarium. (Charleston Maritime Center – 10 Wharfside Street)
e. Authorization for the Mayor to accept on behalf of the City of Charleston as Grantee, irrevocable deed restrictions in favor of the City in and to 838 Morrison Drive, from Morrison Yard Owner, LLC, in connection with Grantor’s request for Quality Outdoor Public Space incentive points and height/density bonuses under the Upper Peninsula District Zoning Ordinance. (TMS# 459-07-00-010)

f. Ordinance authorizing Mayor to execute on behalf of the City a utility easement approved as to form by the Office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 277-00-00-003, within the Right of Way shown on reference Drawing D-78456, to permit installation of overhead electric line to the soccer field and lacrosse field on Daniel Island.

g. Authorization for the Mayor to execute a Right of Purchase on behalf of the City of Charleston, to purchase 56 Nunan Street from Freedom Mortgage for an amount of $135,000.00. The Right of Purchase will only be exercised if the homeowner is unable to secure funding from SC Housing to repay the arrearages that exist. Staff has been advised that the assistance is approved and the arrearages will be addressed. Awaiting final notification and documentation related to this approval. (TMS# 460-07-01-025)

h. Authorization for the Mayor to execute, on behalf of the City of Charleston, an Amendment to the Development Agreement between the City and JJR Development, LLC, dated May 25, 2022, for the construction of 6 houses on 67 America Street. The Amendment requests: (i) approval to accept an increase in the construction budget from $1,765,821 to $1,936,278, (ii) an increase in the homebuyer subsidy from $500,000 to $738,000, (iii) an extension in Substantial Completion to October 1, 2023, and (iv) identification of each of the 6 lots by its designated TMS number. (TMS# 459-09-02-132)

i. Authorization for the Mayor to execute, on behalf of the City of Charleston, the Second Amendment to the Transfer Agreement between the City and JJR Development, LLC, to include the properties located at 67 America Street (TMS# 459-09-02-132), 3 Father Grants Court (TMS# 459-09-02-184), and 11 Father Grants Court (TMS# 459-09-02-185) 15 Father Grants Court (TMS# 459-09-02-190) and 19 Father Grants Court (TMS# 459-09-02-191) as part of the transaction and to permit closing to occur on or before September 30, 2022. [Ordinance]

j. Authorization for the Mayor to execute on behalf of the City an Escrow Agreement between Long Savannah Land Company and HPH Properties regarding the acquisition of land for Long Savannah Parkway.

k. Authorization for the Mayor to execute necessary documents to transfer to the Commissioner of Public Works of the City of Charleston certain utilities constructed by the City during renovations to Credit One Stadium.

I. Please consider the following annexations:

(i) 29 Avondale Avenue (0.35 acre) (TMS# 418-14-00-030), West Ashley, (District 9). The property is owned by Julia and Jay Langston.
(ii) 309 Cessna Avenue (0.18 acre) (TMS# 350-09-00-028), West Ashley, (District 5). The property is owned by Fiona R. Sanderson and Marshall D. Sanderson.

(iii) 827 Trent Street (0.31 acre) (TMS# 310-02-00-155), West Ashley, (District 7). The property is owned by Taylor B. Green.

(iv) 2157 Wappoo Drive (0.22 acre) (TMS# 343-06-00-174), James Island, (District 11). The property is owned by John and Maggie Guerry.

m. Executive session pursuant to S.C. Code Ann. 30-4-70(a)(2) for update and discussion regarding lease negotiations with Childrens Museum of Charleston.

n. Executive session pursuant to S.C. Code Ann. Sec. 30-4-70(a)(2): Discussion and consideration of proposed contractual arrangements for purchase of property.

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: Wes Ratterree DEPT. Information Technology
SUBJECT: TYLER TECHNOLOGIES/ENERGOV GOVERNMENT MANAGEMENT SYSTEM
REQUEST: APPROVAL TO RENEW ANNUAL MAINTENANCE AND SUPPORT FOR THE
TYLER-ENERGOV GOVERNMENT MANAGEMENT SYSTEM. SOLE SOURCE.

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 2022

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

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<th>N/A</th>
<th>Signature of Individual Authorized</th>
<th>Attachment</th>
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<td>Procurement</td>
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FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following:

Dept./Div.: IT Account #: 161000-52204

Balance in Account $1,673,184.69 Amount needed for this item $200,670.17

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


CFO's Signature: ___________________________ Date: ___________________

FISCAL IMPACT:

Mayor's Signature: ___________________________ Date: ___________________

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: Energov Annual Support and Maintenance

REQUISITION NUMBER: PR222955

VENDOR: Tyler Technologies

DATE: July 20, 2022

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

Annual support and maintenance renewal for the City's Government Management System using Tyler Technologies Energov software.

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

No.

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.

Tyler Technologies is the manufacturer of the Energov software used for the City's Government Management System (GMS) and must supply the annual support and maintenance for this systems.

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

   ___YES   or NO   X___

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

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

   This is support renewal for an existing system.

SIGNATURE ___________________________ TITLE CIO
**Remittance:**
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

**Questions:**
Tyler Technologies - Local Government
Phone: 1-800-772-2260 Press 2, then 2
Email: ar@tylertech.com

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**Date** | **Description** | **Units** | **Rate** | **Extended Price**  
--- | --- | --- | --- | ---  
Contract No Charleston, SC  
Software Support & Maintenance EnerGov eReviews  
Maintenance: Start 01/Sep/2022, End 31/Aug/2023  
1 | 7,587.28 | 7,587.28  
EnerGov Land Management Suite - Maintenance  
Maintenance: Start 01/Sep/2022, End 31/Aug/2023  
1 | 73,150.58 | 73,150.58  
Software & Support Maintenance EnerGov License & Regulatory Suite  
Maintenance: Start 01/Sep/2022, End 31/Aug/2023  
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Software Support & Maintenance EnerGov Asset Management Suite  
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Software Support & Maintenance EnerGov iG Workforce  
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Software Support & Maintenance EnerGov ePortal  
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Tyler System Management (TSM) for EAM - Annual Subscription  
Maintenance: Start 01/Sep/2022, End 31/Aug/2023  
1 | 13,067.25 | 13,067.25

**Subtotal** | **Sales Tax** | **Invoice Total**  
--- | --- | ---  
184,101.07 | 0.00 | 184,101.07

**ATTENTION**
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Daniel Curia
DEPT. Fire Department
SUBJECT: PUMPER TRUCK AND AERIAL TRUCK
REQUEST: Approval to purchase one (1) 2025 Pierce Saber Pumper Truck and One (1) 2025 Pierce Enforcer Aerial Truck from Spartan Fire and Emergency Apparatus, 319 Southport Road, Roebuck, SC 29376
Sourcewell Contract #113021-OKC-1

COMMITTEE OF COUNCIL: Ways & Means
DATE: August 16, 2022

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

<table>
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<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>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Fire Department</td>
<td>X</td>
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<tr>
<td>Procurement Director</td>
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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 $2,747,355.00

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

NEED: Identify any critical time constraint(s)

CFO’s Signature: [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.
Customer: Charleston Fire Department  
1451 King Street  
Charleston, S.C. 29403
Date of Proposal: July 18, 2022
F.O.B.: Charleston, S.C.
Estimated Delivery: (P) 15-16 (TDA) 29-30 Mths
Payment Terms: At Delivery
Salesman: Alan Axon

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* Includes Equipment Mounting, Pre-Construction and Final Inspection Trips, and Performance Bond**

TOTAL COST $2,747,355.00

THIS QUOTATION EXPIRES AFTER NINETY DAYS

**Price reflects an estimate for the Loose Equipment; final price of the contract will be adjusted upon final cost from the Loose Equipment Suppliers**
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Daniel Curia  DEPT. Fire Department
SUBJECT: SCOTT X3 PRO SELF-CONTAINED BREATHING APPARATUS
REQUEST: Approval to establish a contract for Scott X3 Pro Self-Contained Breathing Apparatus from Municipal Emergency Services, Inc., 12 Turnberry Ln. 2nd Floor, Sandy Hook, CT 06482. Solicitation #22-B019R

COMMITTEE OF COUNCIL: Ways & Means  DATE: August 16, 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
Fire Department  X
Procurement Director  X

FUNDING: Was funding previously approved? Yes  No  N

If yes, provide the following:
Dept/Div.:  Account #:
Balance in Account  Amount needed for this item $2,554,841.17

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
FISCAL IMPACT: Funded through 2020 Assistance to Firefighters Grant and ARPA.

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.
# BID TABULATION SHEET

## CITY OF CHARLESTON

Charleston, South Carolina

Charleston Fire Dept.

### Date: January 27, 2022

### SOL.# 22-B019R

### Buyer: Robin B. Robinson

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<td>Phone Number/Email</td>
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### Scott X3 Pro SCBA

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**SUB-TOTAL PI:** 2,127,239.00 2,227,705.50

### Comments:

**Buyer:** [Signature]

**Witness:** [Signature]
# BID TABULATION SHEET

**CITY OF CHARLESTON**  
Charleston, South Carolina  
Charleston Fire Dept.

**DATE:** JUN 27, 2022  
**SOL.#:** 22-B019R  
**BUYER:** ROBIN B. ROBINSON

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit</th>
<th>Total</th>
<th>Unit</th>
<th>Total</th>
<th>Unit</th>
<th>Total</th>
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<tbody>
<tr>
<td>1</td>
<td>Scott Connect Monitor Telemetry Pro</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
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<tr>
<td>5</td>
<td>SEMS II USB Gateway</td>
<td>1,732.00</td>
<td>8,660.00</td>
<td>1,771.80</td>
<td>8,855.00</td>
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<tr>
<td>2</td>
<td>SEMS II Repeater Assembly</td>
<td>1,610.00</td>
<td>3,220.00</td>
<td>1,647.50</td>
<td>3,295.00</td>
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<td>175</td>
<td>Epic3 RDI Voice Amplifier</td>
<td>599.00</td>
<td>104,825.00</td>
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<td>106,706.25</td>
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<td>2</td>
<td>EPIC3 Bluetooth Programmer</td>
<td>215.00</td>
<td>430.00</td>
<td>219.75</td>
<td>439.50</td>
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<tr>
<td>15</td>
<td>5500psi Rit-Pak Fast Attack Med.</td>
<td>2,295.00</td>
<td>34,425.00</td>
<td>2,345.75</td>
<td>35,186.25</td>
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<td>15</td>
<td>45 min. 5500psi Carbon cylinder 90º</td>
<td>776.00</td>
<td>11,550.00</td>
<td>787.25</td>
<td>11,808.75</td>
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<td>4</td>
<td>Ska-Pak AT 4500psi 15 min carbon</td>
<td>2,299.00</td>
<td>9,196.00</td>
<td>2,314.00</td>
<td>9,256.00</td>
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<tr>
<td>8</td>
<td>100ft. Supply hose, Hansen</td>
<td>399.00</td>
<td>3,192.00</td>
<td>401.75</td>
<td>3,214.00</td>
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<td>8</td>
<td>50ft. Supply hose, Hansen</td>
<td>259.00</td>
<td>2,072.00</td>
<td>261.75</td>
<td>2,094.00</td>
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<td>1</td>
<td>4-outlet Mobile Air Cart Hansen fittings</td>
<td>2,519.00</td>
<td>2,519.00</td>
<td>2,575.00</td>
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</table>

**SUB-TOTAL P2**  
180,089.00  
183,429.75

**COMMENTS:**

**BUYER:**  
**WITNESS:**
## BID TABULATION SHEET

**CITY OF CHARLESTON**  
Charleston, South Carolina  
**Charleston Fire Dept.**

| DATE: | JUL 27, 2022 |
| SOL.# | 22-B019R |
| BUYER: | ROBIN B. ROBINSON |

### SUMMARY

**Scott X3 Pro SCBA**

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>8-outlet TRC-1 Air Cart Hansen fittings</td>
<td>5,556.00</td>
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<tr>
<td>2</td>
<td>5500psig Upgrade (for Posi3) w/Posi3 USB</td>
<td>389.00</td>
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<td>2</td>
<td>Med. Press Posi3 Hose Female</td>
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<td>2</td>
<td>Med. Press Posi3 Hose Male</td>
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<td>2</td>
<td>X3/NxG Snap-Change HP Hose/Adapter</td>
<td>328.00</td>
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<td>2</td>
<td>Posi3 USB Hi Pressure Manifold</td>
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<td>2</td>
<td>Posi3 USB Lo Pressure Manifold</td>
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<td>2</td>
<td>RIT-PAK III HP Manifold Plug to Posi3</td>
<td>3.99</td>
<td>7.98</td>
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<tr>
<td>2</td>
<td>Ska-Pak Posi3 Reducer Connect fitting</td>
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<tr>
<td>2</td>
<td>Ska-Pak Posi3 Regulator Connect fitting</td>
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<td>90.00</td>
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**SUB-TOTAL P3**  
11,953.96  
12,124.00

### COMMENTS:

**BUYER** [Signature]  
**WITNESS** [Signature]
# BID TABULATION SHEET

**CITY OF CHARLESTON**  
Charleston, South Carolina  
Charleston Fire Dept.

**DATE:** July 27, 2022  
**SOL.#** 22-B019R  
**BUYER:** ROBIN B. ROBINSON

### Scott X3 Pro SCBA

<table>
<thead>
<tr>
<th>QTY.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
<th>TOTAL</th>
<th>UNIT</th>
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<th>UNIT</th>
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<tr>
<td>513</td>
<td>Cylinder Identifiers</td>
<td>39.00</td>
<td>20,007.00</td>
<td>Included</td>
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<tr>
<td></td>
<td>Addtl SCBA Training In-House per 8hr.</td>
<td>1800.00</td>
<td>Not Needed</td>
<td>Not Needed</td>
<td></td>
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<tr>
<td></td>
<td>Update Dept. Posi Check Machines</td>
<td>2300.00</td>
<td>4,600.00</td>
<td>Included</td>
<td></td>
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<tr>
<td></td>
<td>SDI Software for Motorola addtl fees will need to be added for this software</td>
<td>Per MES</td>
<td>Not Needed</td>
<td>Not Needed</td>
<td></td>
<td></td>
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</table>

**Sub-Total P4**  
24,607.00  
0.00

**SUB-TOTAL P 1-4**  
2,343,890.98  
2,423,259.25

**Freight/Shipping**  
0.00  
0.00

**State Tax 9%**  
210,950.19  
218,093.33

**Delivery/Installation**  
0.00  
0.00

**Training/Certification Process**  
0.00  
0.00

**Grand Total**  
2,554,841.17  
2,641,352.58

**COMMENTS:**

**BUYER:** [Signature]

**WITNESS:** [Signature]
AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND MUNICIPAL EMERGENCY SERVICES, INC. (MES) FOR
SCOTT X3 PRO SELF-CONTAINED BREATHING APPARATUS

THIS AGREEMENT is entered into this _____ day of ______________, 20__
between the City of Charleston, a municipal corporation organized under the laws of the State of
South Carolina (hereinafter referred to as "the City"), and Municipal Emergency Services, Inc.
(MES) (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies
and equipment for the Scott X3 Pro Self-Contained Breathing Apparatus in accordance
with Solicitation #22-B019R. All attachments and exhibits, including Exhibits A, B, C,
D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #22-B019R (the "Invitation for Bid")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Bid & Pricing List

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

2. The Contractor shall provide the goods and/or services as set forth and described in
Exhibit A, Exhibit B and Exhibit D as approved by the City to this Agreement and
specifically detailed in any Purchase/Work Orders, if any, as may be issued from
time-to-time by the City.

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

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

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

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $2,810,325.29 (Two Million, Eight Hundred Ten Thousand Three Hundred Twenty-Five Dollars and Twenty-Nine Cents) to be made in accordance with the Invitation for Bid, Addenda and the Contractor(s)’ Proposal Response and Cost Proposal, Exhibits A, B, and D. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted.

City understands that the Contractor can only hold prices firm for any orders placed on or before September 15, 2022. If purchases are placed after this date, then Contractor agrees to provide City with the lowest pricing available at the time of purchase or allows City to cancel contract and rebid the contract to evaluate best possible pricing, at the City’s discretion. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of subsequent rejection by the City at no cost to the City.
C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

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

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

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

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

§11. NOTICES

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

To:                                      To:
City of Charleston                      Municipal Emergency Services, Inc.
John J. Tecklenburg                     Robert Malone
Mayor                                    Vice President – South East Zone
PO Box 304                               12 Turnberry Lane, 2nd Floor
Charleston, SC 29402                    Sandy Hook, CT 06482

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor’s duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA (“Immigration Reform and Control Act”) as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21.  BACKGROUND CHECK

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

§22.  SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form 1-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

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

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

§23.  NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

________________________________________
John J. Tecklenburg
Mayor
Date: ____________________________

Name
Date: ____________________________

WITNESSES FOR VENDOR:

Name
Date: ____________________________

________________________________________
Robert Malone
Vice President – South East Zone
Date: ____________________________

Name
Date: ____________________________
**EXHIBIT A**

Bid Number: 22-B019R  
Bids will be received until: July 27, 2022 @ 12:00pm

Bid Title: Scott X3 Pro Self-Contained Breathing Apparatus

Mailing Date: June 29, 2022  
Direct Inquiries to: Robin B. Robinson

Vendor Name:  
FEIN/SS#:  
Vendor Address:

City – State – Zip:

Telephone Number:  
Fax Number:

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina?  
☐ Yes ☐ No

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

Authorized Signature:  
Title:  
Date:  

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

**IMPORTANT**

1. This solicitation seeks proposals responding to the Specifications for Scott X3 Pro Self-Contained Breathing Apparatus. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 12:00pm on July 13, 2022. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

6. Proposals may be withdrawn by written request received from the Bidder prior to the time set for opening of Proposals, but not thereafter.
7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the City's internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

8. All Proposals shall provide a straightforward, concise description of Bidder's ability to satisfy the requirements of the Solicitation.

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

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

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

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

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

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

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.
16. GRATUITIES AND KICKBACKS
   A) Gratuities. It shall be unethical for any person to offer, give or agree to give any
      employee or former employee, or for any employee or former employee to solicit,
      demand, accept, or agree to accept from another person a gratuity or an offer of
      employment in connection with any decision, approval, disapproval, recommendation,
      preparation or any part of a program requirement or a purchase request, influencing
      the content of any specification or procurement standard, rendering of advice,
      investigation, auditing, or in any other advisory capacity in any proceeding or
      application, request for ruling, determination, claim or controversy, or other
      particular matter pertaining to any program requirement or a contract or
      subcontract, or to any solicitation or proposal therefore.
   B) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment
      to be made by or on behalf of a subcontractor under a contract to the prime
      contractor, or to hire any subcontractor or any person associated therewith, as an
      inducement for the award of a subcontract or order.

17. BIDDER REPRESENTATIONS
   Each Bidder by submitting a Proposal represents that:
   A) The Bidder has read and understands this Solicitation (including all Specifications
      and Attachments) and that its Proposal is made in accordance therewith.
   B) The Bidder has reviewed the Solicitation and has become familiar with the local
      conditions under which the Scope of Work is to be performed. The failure or
      omission of a Bidder to acquaint himself with existing conditions shall in no way
      relieve him of any obligation with respect to this proposal or any resulting
      contract.
   C) The Proposal is based on the terms, materials, services and obligations required
      by this Solicitation, without exception.
   D) The Bidder is qualified to provide the services and equipment required under this
      Solicitation and, if awarded the contract, shall do so in a professional, timely
      manner using successful Bidder's best skills and attention.
   E) The Bidder is guaranteeing that all goods and services will meet the requirements
      of the Solicitation during the contract period.

18. COMPETITIVE PROCUREMENT
   It is the intent and purpose of the City of Charleston that this Solicitation permits
   competition. It shall be each Bidder's responsibility to advise the City if any language,
   provision, or other requirement, or any combination thereof, inadvertently restricts or
   limits the satisfaction of the specifications stated in this Solicitation to a single source.
   Such notification must be submitted in writing, and must be received by the City of
   Charleston Procurement Division no later than the last date for written questions. Any
   such notification shall be reviewed by the City's Procurement Director.
19. **ADDENDA/CHANGES**  
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. **EVALUATION PROCESS**  
During the evaluation process the City of Charleston reserves the right, where it may serve the City of Charleston’s best interest, to request additional information or clarification from Bidders, or to allow corrections of errors or omissions.

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

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

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

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

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

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

22. **CONTRACT ADMINISTRATION**  
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
The successful Bidder shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(s) prior to issuance of the Notice to Proceed.

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

25. **OTHER CONTRACTS**
The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

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

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

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

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor's employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City's employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

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

31. ASSIGNMENT
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. **SUBCONTACTORS**
   
   A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor’s applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

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

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

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

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

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

34. **TERMINATION**
   
   A) **For Convenience:** The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

   B) **For Default:** If the Contractor fails to comply with the terms of the contract the City shall notify the Contractor in writing of the specifics regarding such noncompliance. If the Contractor fails to begin to cure the noncompliance within five (5) days after the notice, the City may terminate the contract by written notice to the Contractor with a minimum of thirty (30) days thereafter and Contractor shall only be compensated for services actually completed prior to termination, contractor shall not be entitled to any costs or damages resulting from a termination under this section.
35. **MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS**
   A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

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

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

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**
   All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

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

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

38. **DISPUTES**
   Any bona fide dispute concerning the bid, proposal, request for qualifications or Agreement shall be resolved by the courts of the State of South Carolina. In the event any litigation is commenced with respect to any matter set forth in the aforementioned documents, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other reasonable direct costs associated with such litigation from the non-prevailing party.
39. **STATE AND LOCAL TAXES**
   A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.
   
   B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue (the "SCDOR"). When and if the City receives an executed SCDOR Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.
   
   C) Contractor shall calculate that portion of the contract which is subject to the nine percent (9%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDOR by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDOR, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.
   
   D) Contractor shall indemnify and hold harmless the City for any loss, cost, or expense incurred by, levied upon or billed to the City as a result of Contractor's failure to pay any tax of any type due in connection with the contract.

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

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

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

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

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

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

46. RECORDS RETENTION & RIGHT TO AUDIT
The City shall have the right to audit the books and records of the Contractor as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The City may conduct, or have conducted, performance audits of the Contractor. The City may conduct, or have conducted, audits of specific requirements of this proposal as determined necessary by the City. Pertaining to all audits, the Contractor shall make available to the City access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the Contractor shall be made available for auditing purposes at no cost to the City.
47. **COST**
   Costs submitted with a Proposal shall be firm for a period of at least ninety (90) days from the closing date. All prices shall be firm-fixed type, unless stated otherwise.

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

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

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

51. **NON-DISCRIMINATION**
   The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City’s Equal Employment Opportunity Plan Utilization Report is available on the city website on the Human Resources and Organization Development page at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

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

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

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

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

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

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

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

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

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

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

62. AFFIRMATIVE ACTION
The successful Bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin or physical handicap.
63. **WAIVER**
   The City reserves the right to waive any Instruction to Bidders, General or Special Provisions, General of Special Conditions, or specifications deviation if deemed to be in the best interest of the City.

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

65. **CONTRACT TERMS**
   The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
**NO BID RESPONSE FORM**

<table>
<thead>
<tr>
<th>Bid Number: 22-B019R</th>
<th>Bids will be received until: July 27, 2022 @ 12:00pm</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Title: Scott X3 Pro Self-Contained Breathing Apparatus</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: June 29, 2022</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
</tr>
<tr>
<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
</tr>
<tr>
<td>Vendor Address:</td>
<td></td>
</tr>
<tr>
<td>City – State – Zip:</td>
<td></td>
</tr>
<tr>
<td>Telephone Number:</td>
<td>Fax Number:</td>
</tr>
</tbody>
</table>

**Minority or Women Owned Business:**

Are you a certified Minority or Women-Owned business in the State of South Carolina? [ ] Yes [ ] No

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

**Authorized Signature:**

Title: ____________________________

Date: ____________________________

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be sent in if not sending in a submission.

To submit a “No Bid” response for this project, this form must be completed for your company to remain on our Bidder’s list for commodities/services referenced. If you do not respond, your name may be removed from the Bidder’s list.

Please check statement(s) applicable to your “No Bid” response

[ ] Specifications are restrictive; i.e. geared toward one brand or manufacturer only (explain below).

[ ] Specifications are ambiguous (explain below).

[ ] We are unable to meet specifications.

[ ] Insufficient time to respond to the solicitation.

[ ] Our schedule would not permit us to perform.

[ ] We are unable to meet bond requirements.

[ ] We are unable to meet insurance requirements.

[ ] We do not offer this product or service.

[ ] Remove us from your vendor list for this commodity/service.

[ ] Other (specify below).

**Comments:**

__________________________________________

__________________________________________

__________________________________________

__________________________________________

__________________________________________

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CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email Address

Telephone Number

Toll-Free Number (if available)

Fax Number

Remittance Address

Date

City, State, Zip

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes  ☐ No
If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me __________________________ (the “Bidder seeking Local Vendor Recognition”) who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston’s Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. 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% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City’s Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: ______________________________________

CHARLESTON STREET ADDRESS: __________________________

SIGNATURE: __________________________ TITLE: ____________

By: __________________________
(Print Name)

Sworn to and subscribed before me at _____________________.
State of ________________, this ____ day of __________, 20__.

________________________ (SEAL)

Notary Public for
My Commission Expires ________________
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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


   AND

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

   OR

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

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

Name of Company: _______________________________________________________

Signature ___________________________ Date ________________________________

Print Name __________________________ Title ______________________________

Witness _______________________________________________________________
AFFIDAVIT A
Page 1 of 2

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

Affidavit of ____________________________________________________________________________

(Name of Bidder)

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

☐ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to
the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the
submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

☐ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal
deadline/bid opening either by phone, facsimile or in person.

☐ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE
businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

☐ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate
MWBE participation.

☐ 5. Attended any pre-solicitation meetings scheduled by the City.

☐ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to
bonding or insurance.

☐ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons
based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications
shall include reasons for rejection documented in writing.)

☐ 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements
to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in
obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

☐ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening.
The training or mentoring program should be in conjunction with local trade groups, technical schools or community
organizations that provide recruitment, education or skill levels.

☐ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities
for MWBE participation.

☐ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow
demands.

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

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

Date: _______________ Name of Authorized Officer (Print/Type): ________________________________________________

Signature: __________________________________________

Title: _______________________________________________
AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

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

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td>(African American)</td>
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<tr>
<td>DBE Certification Number</td>
<td>(Women)</td>
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<tr>
<td></td>
<td>(Asian American)</td>
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<td>(Hispanic)</td>
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<td>(Other)</td>
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<td></td>
<td>Follow up Verification</td>
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<tr>
<th>2. Minority Firm Name and Contact</th>
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<tr>
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<td>(Women)</td>
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<td>Follow up Verification</td>
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<td>Follow up Verification</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ___________________ Name of Authorized Officer (Print/Type): __________________________

Sworn to before me this ______ day of __________, 20__.  __________________________

Notary Public for the State of __________________________

My Commission Expires: __________________________

Print Name: __________________________ Phone Number: __________________________

Address: __________________________

Signature: __________________________ Title: __________________________

Notary Seal: __________________________
AFFIDAVIT B

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

Affidavit of ________________________________. I hereby certify that on the

_____________________, Total Project Amount $____________________

(Project Name)

I will make a good faith effort to expend a minimum of ______% of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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Total MBE Participation: ______ % $________

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

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

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

Date: ____________ Name of Authorized Officer (Print/Type): __________________________________________________________

Signature: __________________________________________________________

Title: ______________________________________________________________

Sworn to before me this ______ day of ____________, 20__,
My Commission Expires: __________________________
Print Name: __________________________________________
Phone Number: ________________________________
Address: __________________________________________

Notary Public for the State of __________________________
Notary Seal: __________________________

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AFFIDAVIT C

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

Affidavit of ____________________________________________________________
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the ____________________________ contract.
(Name of Project)

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

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

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

Date:_________ Name of Authorized Officer (Print/Type):____________________________________________

Signature:__________________________________________

Title:______________________________________________

Sworn to before me this ______ day of ____________, 20___
Notary Public for the State of ___________________________________
My Commission Expires:_____________________________________
Print Name:_________________________________________
Phone Number:_______________________________________
Address:___________________________________________________________________________

Notary Seal:
References
Bidders must supply a minimum of four (4) references for which they have provided the same or similar products/services being requested here on a contract basis during the last three (3) years.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Address:</th>
<th>Phone/Fax:</th>
<th>Email:</th>
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</table>
General Information

The City of Charleston, South Carolina is soliciting vendors for the Scott X3 Pro Self-Contained Breathing Apparatus for the Charleston Fire Department. The Vendor should provide detailed information of product/service they are bidding.

Procurement Process
This is an Invitation for Bid. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor shall contain, at a minimum, the term and conditions (or substantially the same term and conditions) as hereinafter stated. The City reserves the right, in its sole discretion, to reject all submissions, reissue a subsequent solicitation, terminate, restructure or amend this procurement process at any time. The final selection and contract negotiation rests solely with the City.

Questions
Every effort has been made to insure that all information needed by the Bidder is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City Will Not Accept telephone calls or visits regarding this Solicitation. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 12:00pm on July 13, 2022. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

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

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

Disqualification of Bidders
Bidders may be disqualified for any of the following reasons:
- Reason to believe collusion exists among the Bidders
- The Bidder is involved in any litigation against the City
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City
- Lack of financial stability
- Failure to perform under previous or present contracts with the City
- Is currently debarred by the State of South Carolina Procurement Services

Suspension and Debarment
The Bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from
participation in this transaction by any federal, state or local agency. Where the Bidder is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

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

**Receipt of Bids**
Bids must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt (July 27, 2022 at 12:00pm) of their proposal by the City. Bids received after the scheduled due date and time will not be considered.

**Number of Bids to be Submitted**
Each Vendor must submit one (1) Unbound Original (please use a paper clip or binder clip) and one electronic copy (Flash Drive). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the bid, the solicitation identification number specified in the solicitation and note “Original” on the original bid.

**Required Forms and Signature Pages**
Offerors shall include as an appendix, all ancillary forms required in this Invitation for Bid (IFB). Required forms include, but are not limited to the following:

- IFB Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

**Bid Format**
Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder’s capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked “22-B019R Scott X3 Pro Self-Contained Breathing Apparatus” and submitted in a sealed envelope.
b) Bids must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

c) Proposals must be received in the City’s Procurement Office no later than 12:00pm on July 27, 2022. Late proposals will not be accepted for any reason.

d) No more than one bid may be submitted by any Vendor.

e) The bid must be signed by an official authorized to contractually bind the Vendor.

f) All forms from this solicitation requiring signature must be included in the bid.

References/Experiences
Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality
The contents of this Solicitation shall not be discussed with anyone outside of the Bidder’s organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

Basis for Award
The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder’s physical premises prior to award to satisfy questions regarding the Bidder’s capabilities.
Specifications

The Charleston Fire Department (CFD), located in Charleston, SC is seeking bids from vendors able to provide Scott X3 Pro Self-Contained Breathing Apparatus (SCBA).

It is the intent of these specifications to cover the furnishing and delivery of a complete SCBA. These detailed specifications cover the requirements as to the type of construction, equipment, delivery, training, and support to which the SCBA shall conform. Minor details of construction and materials, which are not otherwise specified, are to be agreed upon by the vendor and City.

Material in this specification are as accurate as known at the time of publication, but are subject to change. Images and illustrative material is for reference only, and may include optional equipment and accessories and may not include all standard equipment.

IMPLEMENTATION DATE OF NEW SCBA
The vendor will work with the department to determine a time line to transition to the new SCBA. The timeline will require the department to place all SCBA into service in one business day at the departments Technical Services facility. This date will take place no later than November 30, 2022.

DELIVERY
The successful vendor shall, at no additional cost to the CFD, provide a minimum of two (2) personnel to assist CFD personnel in receiving, unpacking, labeling, and inspecting the entire order. Any shortage, damage or other discrepancy in the order shall be documented at that time. The successful vendor shall be responsible for the delivery of a complete and correct order. Delivery of the SCBA's and associated equipment shall be to: CFD Technical Services located at 1950 Milford Street, Charleston, SC 29405

SCBA MOUNTING ON APPARATUS
Proper fit and operation of the SCBA in the brackets of the apparatus for the City is of utmost importance. The successful vendor must ensure proper cylinder retention in all CFD apparatus and vehicles to meet current NFPA requirements. This shall include, but not be limited to; surveying all apparatus in the CFD fleet for proper fit, ease of removal and damage prevention in the SCBA brackets. Modification or adjustment of SCBA brackets shall be the responsibility of the successful vendor on the day units are placed in service.

The successful vendor will have time prior to in service date to audit apparatus to plan accordingly for day of installation.

INITIAL DELIVERY OF SCBA
The department must take delivery of the initial order prior to the start of the next scheduled recruit school on September 6, 2022. This order will consist of 50 complete Scott X3 Pro, 100 cylinders, and 25 facepieces with voice amp as specified in this document. If the manufacturer is unable to deliver the SCBA they must be able to provide twenty-five (25) loaner SCBA that meet the same specification or an agreed upon Scott X3 Pro with similar features as to not delay the start of the next scheduled recruit school. Partial invoices are acceptable due to the size of the total order and the scale of the project.
COMPLETE ORDER DELIVERY DATE
The complete order as specified with all components must be received no later than November 15, 2022. The vendor will assist CFD personnel with logging in all SCBA to the tracking software prior to the units being placed in service. The successful vendor shall, at no additional cost to the CFD, provide a sufficient personnel to assist CFD personnel with placing the units in service on a single day. All SCBA must go in service on the same day of business. NO EXCEPTIONS.

SCBA READINESS
The vendor will ensure all SCBA are checked out prior to placing in service to ensure all SCBA are in a state of readiness with full cylinders and all unit identifiers affixed to each SCBA.

FUNCTION AND FLOW TEST
Each SCBA shall be flow tested per NFPA standards prior to delivery to CFD. Written test results shall be provided for each SCBA.

CYLINDER DATES AND CONSTRUCTION
All cylinders at the time of delivery shall be within one hundred eighty (180) calendar days of their manufactured date as marked on each cylinder.

FACEPIECE
Facepiece sizes will be provided to the successful vendor at the time of award. The City will handle all fit testing.

COMPRESSOR
The successful vendor will ensure the existing compressor units are adjusted and account for the 5500 psig cylinders as specified.

SEMS II PERSONNEL ACCOUNTABILITY SYSTEM
Unit cost will include initial set-up and end user training for command and IT personnel to ensure SEMS II software integrates with existing Motorola/SDI software. The vendor will work with the manufacturer to ensure customer support is provided.

TRAINING
Unit costs shall include cost to conduct a training program for training CFD identified trainers in the operation and field preventive maintenance procedures. The vendor will work with the manufacturer to provide no more than six (6) train the trainer sessions, up to eight (8) hours each session for CFD identified trainers within the first 45 days of being awarded.

The vendor will also make available a trained user by the vendor or in coordination with the manufacturer a trainer to assist with any questions during the initial training sessions. The training must take place at least two weeks prior to the initial delivery date specified.

WARRANTY
The vendor shall specify the warranty provided by the manufacturer and any additional services provided above and beyond by the vendor. Labor hours for warranty service performed "in-house" by Scott certified CFD personnel shall result in a credit with Scott. Successful bidder will provide all upgrades (software/firmware) for the duration of the warranty at no extra cost. Upgrades must be completed within six months of release.
POSICHEK 3 UPGRADE
The vendor will upgrade two (2) current CFD PosiChek 3 units to 5500 psig as specified below.

SCBA IDENTIFIER
Each SCBA will have a high visibility unit identifier affixed to the cylinder band visible from the rear of the wearer and a similar reflective identifier on one shoulder harness to be visible from the front of the wearer. Below is an example of the identifier that is self-illuminating in dark environments and has the ability to have several base color options and up to five characters. The identifiers must be removable from the SCBA by the end user for cleaning purposes and when swapping out SCBA. The final product will be agreed upon by the City before final product is provided.

IN-HOUSE TECHNICIAN CERTIFICATION PROCESS
The vendor will work with the manufacturer (3M/Scott) to ensure identified CFD members are trained to the manufacturer's requirements. A cost shall also be included to conduct a training program for training CFD SCBA Technicians for certification in the repair, testing and maintenance of the SCBA's. This level of certification training shall qualify CFD technicians to perform warranty work with authorized by the Vendor. All support manuals, training aids and parts information shall be included. Training shall be performed at a CFD facility.

SPARE PARTS
The vendor will provide a discounted price/percentage for spare parts that may be needed. A line item is in the bid tab and the amount should not exceed $7,000.00. A list of parts will be provided after the successful vendor is awarded.
Bid Specifications for Self-Contained Breathing Apparatus (SCBA)

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Part Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>233</td>
<td>X8915025305A04</td>
<td>5.5 Air-Pak X3 Pro, Snap Change, EZ-Flo+ Regulator with QD Hose, Universal EBSS, SEMS PASS</td>
</tr>
<tr>
<td>477</td>
<td>200970-01</td>
<td>45-Minute, 5500 psig, Carbon cylinder &amp; valve, Snap Change</td>
</tr>
<tr>
<td>18</td>
<td>X8915025305H04</td>
<td>5.5 Air-Pak X3 Pro, Snap Change, EZ-Flo+ Regulator with QD Hose, Universal EBSS, SEMS PASS (HAZ-MAT)</td>
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<tr>
<td>36</td>
<td>200973-01</td>
<td>60-Minute, 5500 psig, Carbon cylinder &amp; valve, Snap Change</td>
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<tr>
<td>0</td>
<td>201215-27</td>
<td>SMALL Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
</tr>
<tr>
<td>400</td>
<td>201215-28</td>
<td>MEDIUM Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
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<tr>
<td>0</td>
<td>201215-29</td>
<td>LARGE Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
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<tr>
<td>25</td>
<td>805753-01</td>
<td>Eyeglass Holder Kit for AV-3000 HT</td>
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<thead>
<tr>
<th>Qty.</th>
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<tr>
<td>12</td>
<td>200266-04</td>
<td>Pak-Tracker Hand Held Receiver (HHR) with Extended Range</td>
</tr>
<tr>
<td>8</td>
<td>200433-01</td>
<td>Pak-Tracker Truck Mount Charger, 12-volt</td>
</tr>
<tr>
<td>4</td>
<td>200434-01</td>
<td>Pak-Tracker Desk Top Charger, 110-volt</td>
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<table>
<thead>
<tr>
<th>Qty.</th>
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<th>Description</th>
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<tbody>
<tr>
<td>1</td>
<td>8005197</td>
<td>Scott Connect Monitor Telemetry Software</td>
</tr>
<tr>
<td>1</td>
<td>8006951</td>
<td>Scott Connect Monitor Telemetry Software, Pro Package Add-On</td>
</tr>
<tr>
<td>5</td>
<td>201088-03</td>
<td>SEMS II USB Gateway</td>
</tr>
<tr>
<td>2</td>
<td>201051-01</td>
<td>SEMS II Repeater Assembly</td>
</tr>
</tbody>
</table>

General SCBA Requirements

☐ The SCBA shall consist of the following major sub-assemblies: (1) full facepiece assembly; (2) a removable, positive pressure, mask-mounted regulator with air-saver switch; (3) an automatic dual path redundant pressure reducer; (4) end-of-service time indicators; (5) a harness and backframe assembly for supporting the equipment on the body of the wearer; (6) a shoulder strap mounted, remote gauge indicating cylinder pressure; (7) a rapid intervention crew/universal air connection (RIC/UAC); (8) a personal alert safety system (PASS); and (9) cylinder and valve assembly for storing breathing air under pressure.

Regulatory Approvals

☐ The SCBA shall be approved to NIOSH 42 CFR, Part 84 as an open circuit, pressure-demand self-contained breathing apparatus.


All components shall be approved for Intrinsic Safety under UL 913 Class I, Groups C and D, Class II, Groups E, F and G, Hazardous locations.

The SCBA shall maintain all NIOSH standards with any of the types of cylinders listed as provided by the SCBA manufacturer.

**Facepiece Assembly**

- The facepiece shall have a large diameter inlet that enables both unrestricted breathing and voice communications, while also allowing for rehydration (oral) without having to remove the facepiece.
- The facepiece shall enable connection of the mask-mounted regulator by way of a quarter (1/4) turn rotation.
- The facepiece shall interface with the mask-mounted regulator, without the use of tools, with an audible click to assure the user that the regulator is properly seated.
- The full facepiece assembly shall be available in three sizes, marked “S” for small, “M” for medium and “L” for large.
- The facepiece sizes shall be color-coded for ease of identification.
- The facepiece nose cup assembly shall be available in three sizes, marked “S” for small, “M” for medium and “L” for large.
- The facepiece assembly, including head harness, shall not be made with natural rubber latex.
- The facepiece shall include a face seal that is secured to the lens by a U-shaped bezel using no more than two fasteners.
- The facepiece shall contain inhalation valves that are contrasting in color and readily visible to enable quick visual inspection.
- Multi-directional voicemitters shall be recessed on both sides of the facepiece and ducted directly to an integral silicone nose cup to enhance voice transmission around the user.
- The facepiece shall meet the requirements of the NFPA 1981, 2018 Edition standard for nonelectronic communications.
- The facepiece assembly shall be modular in design to enable ease of upgrading and serviceability.
- The facepiece shall be capable of submersion for cleaning and disinfecting.
- The facepiece shall be able to incorporate multiple electronic communications options (amplification, radio interface, radio direct interface) without affecting NIOSH approvals and/or NFPA certification, where applicable.
- The facepiece shall include a communications bracket mounted on the right side.
- The facepiece shall be approved for use with multiple respiratory applications (e.g., airline respirator or negative pressure respirator with filters/cartridges) to enable the same user to switch from one application to another without the use of tools and without doffing the facepiece.

**Facepiece Lens**

- The lens is a component of the facepiece assembly and shall be a single, replaceable, modified-cone configuration, constructed of a high-temperature and radiant-heat-resistant, non-shatter type polycarbonate material.
- The lens shall be coated to resist abrasion and meet the requirements of the NFPA 1981, 2018 Edition standard for lens abrasion.
- The lens shall have an internal anti-fog coating to reduce fogging of the lens.
- The lens shall meet the requirements of the NFPA 1981, 2018 Edition standard for radiant heat and elevated temperature heat and flame resistance tests.
- The facepiece shall meet the penetration and impact requirements of ANSI Z87.
Head Harness
- The head harness is a component of the facepiece assembly and shall have five points of suspension connection, four of which shall be adjustable, made in the fashion of a net hood to minimize interference between securing of the facepiece and the wearing of head protection.
- The head harness shall be constructed of a para-aramid material for fire, first responder and CBRN applications.
- The head harness shall include an integrated handle to assist with donning of the facepiece.
- Two elastomeric straps, attached to the face seal in four locations, shall provide adjustment for proper seal to the face.

Facepiece Mounted Regulator
- The mask-mounted regulator shall maintain positive pressure during flows of up to 500 standard liters per minute.
- The mask-mounted regulator shall include an inline quick disconnect coupling.
- The quick disconnect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and in limited visibility conditions.
- The quick disconnect coupling shall be guarded against inadvertent disconnection during use of the equipment.
- The low-pressure hose shall be equipped with a swivel attachment at the mask-mounted regulator.
- The mask-mounted regulator shall connect to the facepiece by way of a quarter (1/4) turn rotation.
- An audible click shall provide notification that the mask-mounted regulator is securely attached to the facepiece.
- The mask-mounted regulator shall be equipped with a gasket to provide a seal against the mating surface of the facepiece.
- The mask-mounted regulator shall contain an air-saver switch to prevent airflow when disconnected from the facepiece.
- The mask-mounted regulator shall reactivate and supply air only in the positive pressure mode when the wearer affects a face seal and inhales.
- The mask-mounted regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration.
- The diaphragm shall include an integrated exhalation valve.
- The mask-mounted regulator shall include a purge valve for use as an emergency bypass.
- The mask-mounted regulator shall be designed to direct the incoming air through a spray bar and over the inner surface of the facepiece lens for defogging purposes.
- The mask-mounted regulator shall incorporate a Heads-Up Display (HUD) to provide visual alerts to the SCBA wearer of air status and PASS alarm conditions.
- The mask-mounted regulator shall incorporate a latch mechanism to enable removal from the facepiece.
- The mask-mounted regulator shall require pulling back of the thumb latch and a quarter (1/4) turn rotation for removal from the facepiece.

Pressure Reducer with Quick Connect Cylinder Connection
- The pressure reducer shall be mounted at the waist on the backframe and be coupled to the cylinder valve through a stainless steel quick connect snout for engagement and sealing within the cylinder valve outlet.
The cylinder shall be secured to the pressure reducer with two pull-rings 180° from each other.

A stainless-steel rod shall secure each of the pull-rings to prevent removal of the cylinder while the SCBA is pressurized.

The stainless-steel rods shall be actuated when the cylinder is opened and when cylinder pressure is above 30 psig.

In lieu of a manual by-pass, the pressure reducer shall include a back-up pressure reducer connected in parallel with the primary pressure reducer and an automatic transfer valve for redundant control.

The back-up pressure reducer shall also be the means of activating the low-pressure alarm devices in the mask-mounted regulator.

This warning shall denote a switch from the primary pressure reducer to the back-up pressure reducer whether from a malfunction of the primary pressure reducer or from low cylinder supply pressure.

A press-to-test valve shall be included to allow functional testing of the back-up pressure reducer.

The pressure reducer shall have incorporated a resettable over-pressurization relief valve which shall prevent the attached low-pressure hose and mask-mounted regulator from being subjected to high pressure.

**End-of-Service Time Indicator (EOSTI)**

The SCBA shall have two end-of-service time indicators (EOSTI). One shall be both a tactile and audible alarm, and one shall be a Heads-Up Display (HUD).

The primary EOSTI shall be the integral low-pressure alarm device that shall combine an audible alarm with simultaneous vibration of the facepiece.

The primary EOSTI shall be located in the positive pressure mask-mounted regulator.

This alarm device shall indicate either low cylinder pressure (35% +/- 2%) or a malfunction of the primary pressure reducer.

The HUD shall serve as the secondary EOSTI.

The HUD shall be powered by the SCBA’s single power supply.

It shall be mounted in the user’s field of vision on the positive pressure mask-mounted regulator.

It shall display cylinder pressure in increments of 100%, 75%, 50% and 35% (+/- 2%).

The display shall not have a numerical representation of cylinder pressure.

At greater than three quarters cylinder pressure, two green Light Emitting Diodes (LED) shall be illuminated.

Between three quarters and one-half cylinder pressure, one green LED shall be illuminated.

Between one-half and 35% (+/- 2%) cylinder pressure, one “yellow” LED shall be illuminated and flash at a rate not less than one (1x) time per second.

At 35% (+/- 2%) or less cylinder pressure, one “red” LED shall be illuminated and flash at a rate to exceed ten times (10x) per second.

The HUD shall have a low battery indication that is distinct and distinguishable from the cylinder pressure indications.

**Backframe and Harness Assembly**

A lightweight, lumbar support style backframe and harness assembly shall be used to carry the cylinder and valve assembly and the pressure-reducing regulator assembly.

The backframe shall be a solid, one-piece black powder-coated aluminum alloy frame that is contoured to follow the shape of the user’s back.
☐ The backframe shall include a shroud to streamline hose and wire management by minimizing exposure of the low-pressure hose and electronics molded cable.
☐ The backframe shall include an over-the-center, adjustable tri-slide fixture, a para-aramid strap and a double-locking latch assembly to secure 30, 45 or 60-minute cylinders.
☐ The harness assembly shall include a waist pad and shoulder pads constructed of an outer shell material and incorporating a closed-cell foam design to help minimize water and contaminant absorption.
☐ The harness assembly shall incorporate parachute-type, quick-release buckles with an integrated bail to help secure the webbing.
☐ The harness assembly shall consist of a one-size, black, para-aramid strap with two red stripes along the outer edges and a reflective stripe in the center for enhanced visibility.
☐ The harness assembly shall include a seat-belt type waist belt attachment.
☐ The harness assembly shall include box-stitched construction with no screws or bolts.
☐ The harness assembly shall be removable from the backframe without the use of tools.
☐ The harness assembly shall be machine washable to help with contaminant exposure reduction.
☐ The harness assembly shall accommodate a waist belt extension.
☐ The waist pad shall be attached to the backframe such that movement by the wearer provides natural articulation.
☐ Articulation shall be accomplished without the use of mechanical devices.
☐ The waist pad and belt shall freely wrap around and conform to the user's hips.
☐ The shoulder harness shall be fitted with a Drag Rescue Loop (DRL) capable of being deployed in an emergency to drag a downed wearer to safety.
☐ The DRL shall be sewn into the shoulder harness assembly and shall provide a horizontal pull strength of 1000 lbs.
☐ The DRL shall be stored in a manner to prevent accidental snag but maintain accessibility with gloved hands.
☐ The shoulder harness shall be attached to the backframe such that the harness presents itself for ease of donning.
☐ The shoulder harness shall include reflective material to enhance the visibility of the user in low-light conditions.
☐ The shoulder harness shall accommodate two distinct positions for a chest strap attachment.

Rapid Intervention Crew / Universal Air Connection (RIC/UAC)

☐ The SCBA shall incorporate a RIC/UAC fitting to be compliant with the NFPA 1981, 2018 Edition standard.
☐ The RIC/UAC shall be an integral part of the pressure reducer and protected by the backframe.
☐ The RIC/UAC inlet connection shall be within 4” (4-inches) of the cylinder valve.
☐ The self-resetting relief valve shall be color-coded to identify pressure rating of the SCBA.
☐ The RIC/UAC shall have a check valve to prevent the loss of air when the high pressure air source has been disconnected.

Cylinder and Valve Assembly

Cylinder Valve
☐ The cylinder valve shall be constructed of forged aluminum.
☐ There shall be no mandatory maintenance required on the cylinder valve.
The cylinder valve shall be designed with a patented stainless steel quick connect snout that delivers air directly to the first stage pressure-reducing regulator. The quick connect snout shall be an integral part of the cylinder valve, rather than an adapter that threads onto the CGA fitting.

The cylinder valve shall be equipped with a CGA 347 fitting for the purposes of filling the cylinder only.

The fill fitting shall have a check valve to prevent flow from the cylinder and allow the cylinder to be filled without opening the cylinder valve.

The fill fitting shall be provided with a dust cover, retained to the cylinder valve, to protect threads from damage and prevent interior surfaces from being contaminated when not in use.

Each cylinder valve shall consist of the following: 1) a hand activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and lock-out release for selecting “lock open service”; 2) an upstream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure at all times; 4) an elastomeric bumper; 5) an angled outlet.

The cylinder valve shall have an RFID tag molded into the elastomeric bumper with a universal RFID marking embossment.

The RFID tag shall be capable of storing product specific information, including serial number, manufacture date, hydrostatic test date, pressure rating and life expectancy.

Cylinder, Carbon-Wrapped

The SCBA shall maintain all NIOSH and NFPA standards with any of the types of cylinders listed as provided by the SCBA manufacturer.

The cylinder shall be manufactured in accordance with Department of Transportation (DOT) specifications and meet the Transport Canada requirements with a working pressure of 5500 psig.

The cylinder shall be lightweight, composite type cylinder consisting of an aluminum alloy inner shell, with a total overwrap of carbon fiber, fiberglass and an epoxy resin.

The cylinder shall have a 2D barcode located under the protective gel coat programmed with the following information, at a minimum: serial number, manufacture date, and hydrostatic test date.

The cylinder shall be available in a 30-minute, 45-minute, 60-minute and 75-minute duration based on the NIOSH breathing rate of 40 liters per minute (lpm).

The cylinders required for this specification are to be 45-minute and 60-minute rated duration with a working pressure of 5500psig.

Universal Emergency Breathing Safety System (UEBSS)


The UEBSS shall have one of each of the following requirements: (1) a manifold with one each of a Rectus socket and Rectus plug, both of which have check valves, (2) 40” minimum low-pressure hose, (3) a pouch for storing the hose, and (4) a dust cap for the socket and plug.

The UEBSS shall be positioned on the wearer’s right side and shall be capable of allowing for six feet of hose between like systems.

The manifold shall be made of aluminum and anodized.

The socket and plug shall be spaced no less than 15° off-center.

The socket shall have a double action to disengage, noted as a “push-in/pull-back”.

The plug and socket shall be equipped with a check valve.
☐ The hose shall be made of high temperature rubber capable of sustaining a maximum 250 psig of pressure.
☐ The containment system shall include a pouch and shall be made of para-aramid materials and shall be capable of storing 36" of hose.
☐ The pouch shall be attached to the SCBA by snap fasteners.
☐ The pouch shall have a pull-strap to assist with opening of the flap and gaining access to the hose and manifold assembly.
☐ The pouch shall be marked "UEBSS" and be constructed of reflective material.
☐ The pouch shall be removable from the backframe without the use of tools.
☐ The UEBSS shall have provision for connection of a supplied airline for extended duration use while reserving the cylinder supply for egress.
☐ The UEBSS shall connect to a supplied airline using an extended duration airline adapter.
☐ The extended duration airline adapter shall have a Rectus socket on one end to connect to the UEBSS and a plug on the other end to connect to a supplied airline.
☐ The extended duration airline adapter shall be able to accommodate Hansen style quick-disconnect fittings.
☐ The extended duration airline adapter shall have a check valve to prevent the accidental loss of air when the adapter is disconnected from the supplied airline.

<table>
<thead>
<tr>
<th>Personal Alert Safety System (PASS) with Wireless Telemetry</th>
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<tbody>
<tr>
<td>☐ Operation of this distress alarm shall be initiated with the opening of the valve of a charged SCBA cylinder.</td>
</tr>
<tr>
<td>☐ The system shall feature a &quot;hands-free&quot; reset capability that may be activated by means of a slight movement of the SCBA when the system is in a pre-alarm mode.</td>
</tr>
<tr>
<td>☐ The system shall operate from a single power source containing six &quot;AA&quot; batteries.</td>
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<tr>
<td>☐ The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.</td>
</tr>
<tr>
<td>☐ When the PASS is manually activated, the locator system shall immediately emit a 2.4 GHz signal able to be received by a separate hand-held receiver.</td>
</tr>
<tr>
<td>☐ When the PASS is activated due to lack of motion, the locator system shall have a ten second delay prior to emitting a 2.4 GHz signal able to be received by a separate hand-held receiver.</td>
</tr>
<tr>
<td>☐ The locating system shall be programmable with eight alpha-numeric characters to provide identification information.</td>
</tr>
<tr>
<td>☐ The system shall transmit user status information at a frequency of 2.4 GHz on a self-healing mesh network system that when deployed allows each energized SCBA to function as a repeater ensuring system connectivity.</td>
</tr>
<tr>
<td>☐ The system shall provide bi-directional communications between incident command and the SCBA wearer.</td>
</tr>
<tr>
<td>☐ The communication shall contain: the user's name or ID, cylinder pressure, PASS alarms, PASS acknowledgement, evacuation status, evacuation acknowledgement, withdraw status, withdraw acknowledgement, system status, and electronic PAR status.</td>
</tr>
<tr>
<td>☐ The PASS device shall contain two components: a Console and a Sensor Module.</td>
</tr>
<tr>
<td>☐ When the PASS device goes into pre-alarm, the user shall be notified through a distinct flashing light pattern in the HUD display located on the mask-mounted regulator.</td>
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</tbody>
</table>
Console

- The console shall be located on the user's right shoulder harness.
- The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°.
- The console shall contain an integral, edge-lit, mechanical pressure gauge that is automatically turned on by opening the cylinder valve.
- The console shall display to the user the following:
  - Pre-Alarm: alternating red flashing LEDs;
  - Full Alarm: dual flashing red LEDs and a flashing PASS icon;
  - Low Battery: red flashing LEDs;
  - Normal System Operation: flashing green LED.
- The console shall also include icons to indicate:
  - Range status
  - Evacuation
  - Withdraw (self-evacuation)
  - Electronic Personnel Accountability Report (ePAR)
  - When the system is ready to receive the user's ID through an RFID card
- The console shall contain a photo sensing diode that automatically adjusts the brightness of the HUD as the ambient lighting conditions change.
- The console shall contain an integrated RFID tag reader.
- The console shall contain push buttons for user interface.
- The push buttons shall be designed to minimize accidental activation.
- A yellow color-coded push button shall permit system reset.
- A red color-coded push button shall permit manual activation of the full alarm mode.
- A gray color-coded push button shall permit the activation of the withdraw mode.
- The console shall be equipped with an LED “External HUD” allowing others to determine the user's cylinder pressure through the same color-code scheme as the HUD display on the mask-mounted regulator.
- A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.
- A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.
- A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35\% (±\% 2\%) of the rated cylinder pressure.

Sensor Module

- The system shall include a sensor module mounted to the SCBA backframe and located in an area between the cylinder and backframe in a manner designed to protect the assembly from damage.
- The sensor module shall contain a motion sensor that is sensitive to user hip movement to reduce false activations.
- The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual “buddy” indicator lights.
- The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.
- The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions:
  - Pre-alarm PASS
  - Full-alarm PASS
  - Electronic Personnel Accountability Report (ePAR)
- EVAC
- System Integrity
- Low battery

☐ The visual indicators on the backframe mounted sensor module shall flash green during normal operation.
☐ The visual indicators shall flash red when the device is in pre-alarm and full-alarm.
☐ The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.
☐ The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% (+/- 2%) of the rated cylinder pressure.
☐ The sensor module shall have a Bluetooth® chipset integral to the unit to provide wireless connectivity to external devices.

Hazmat PASS with Wireless Telemetry and Manual Alarm

NOTE: When outfitted with the Hazmat PASS option, the SCBA contains no motion sensor to detect lack of movement, so it is not considered a PASS device and is not compliant to the NFPA 1982, 2018 Edition Standard on Personal Alert Safety Systems.

☐ The HazMat console shall be of a golden-yellow color to easily distinguish it from PASS-equipped SCBA
☐ Operation of this console shall be initiated with the opening of the valve of a charged SCBA cylinder.
☐ The system shall operate from a single power source containing six “AA” batteries.
☐ The system shall have a battery check function that provides an LED indication of battery status while the SCBA is not pressurized.
☐ When the manual alarm is activated, the locator system shall immediately emit a 2.4 GHz signal able to be received by a separate hand-held receiver.
☐ The locating system shall be programmable with eight alpha-numeric characters to provide identification information.
☐ The system shall transmit user status information at a frequency of 2.4 GHz on a self-healing mesh network system that when deployed allows each energized SCBA to function as a repeater ensuring system connectivity.
☐ The system shall provide bi-directional communications between incident command and the SCBA wearer.
☐ The communication shall contain: the user’s name or ID, cylinder pressure, alarms, alarm acknowledgement, evacuation status, evacuation acknowledgement, withdraw status, withdraw acknowledgement, system status, and electronic PAR status.
☐ The device shall contain two components: a Console and a Sensor Module.

Console

☐ The console shall be located on the user’s right shoulder harness.
☐ The control console shall come with a mechanical (analog) pressure gauge that is angled at 30°.
☐ The console shall contain an integral, edge-lit, mechanical pressure gauge that is automatically turned on by opening the cylinder valve.
☐ The console shall display to the user the following:
  - Manual Alarm: dual flashing red LEDs and a flashing alarm icon;
  - Low Battery: red flashing LEDs;
  - Normal System Operation: flashing green LED.
☐ The console shall also include icons to indicate:
  - Range status
- Evacuation
- Withdraw (self-evacuation)
- Electronic Personnel Accountability Report (ePAR)
- When the system is ready to receive the user’s ID through an RFID card

☐ The console shall contain a photo sensing diode that automatically adjusts the brightness of the HUD as the ambient lighting conditions change.

☐ The console shall contain an integrated RFID tag.

☐ The console shall contain push buttons for user interface.

☐ The push buttons shall be designed to minimize accidental activation.

☐ A yellow color-coded push button shall permit system reset.

☐ A red color-coded push button shall permit activation of the manual alarm mode.

☐ A gray color-coded push button shall permit the activation of the withdraw mode.

☐ The console shall be equipped with an LED “External HUD” allowing others to determine the user’s cylinder pressure through the same color-code scheme as the HUD display on the mask-mounted regulator.

☐ A green LED shall be illuminated across the gauge face to indicate a cylinder with greater than half cylinder pressure.

☐ A yellow LED shall be illuminated across the gauge face to indicate a cylinder with less than half cylinder pressure.

☐ A red LED shall be illuminated across the gauge face to indicate a cylinder with less than 35% (+/- 2%) of the rated cylinder pressure.

**Sensor Module**

☐ The system shall include a sensor module mounted to the SCBA backframe and located in an area between the cylinder and backframe in a manner designed to protect the assembly from damage.

☐ The sensor module shall contain redundant, dual sound emitters for the audible alarm and dual visual “buddy” indicator lights.

☐ The sensor module sound emitters shall be oriented in multi-directions for optimal sound projection.

☐ The sensor module sound emitters shall broadcast a unique alarm tone for the following conditions:

  - Manual Alarm
  - Electronic Personnel Accountability Report (ePAR)
  - EVAC
  - System Integrity
  - Low battery

☐ The visual indicators on the backframe mounted sensor module shall flash green during normal operation.

☐ The visual indicators shall flash red when the device is in manual alarm.

☐ The visual indicators shall flash orange when the SCBA has reached one-half cylinder pressure.

☐ The visual indicators shall flash a combination of red, green, and white when the SCBA has reached 35% (+/- 2%) of the rated cylinder pressure.

☐ The sensor module shall have a Bluetooth® chipset integral to the unit to provide wireless connectivity to external devices.
Warranty

☐ The SCBA shall be covered by a warranty providing protection against defects in materials and workmanship.
☐ The warranty period shall be for as long as the SCBA is owned by the original City.
☐ This warranty shall not require a registration to activate.
☐ This warranty shall not be contingent upon completing mandatory overhaul or recommended preventative maintenance.

Voice Amplification / Radio Interface Unit

☐ The unit shall include a voice amplifier with wireless radio direct interface that delivers clear and reliable voice communications.
☐ The unit shall attach securely via a mounting bracket, to either side of the facepiece. A thumb latch will be used to prevent accidental removal.
☐ The unit shall include a Bluetooth® 2.1 class 2 radio for wireless communications with Motorola APX series two-way portable radios.
☐ The unit shall include a green LED status indicator for power on/off, low power state, Bluetooth pairing and connection status. The LED will switch to solid red when Bluetooth communications are inactive for over 20 minutes, indicating device is operating in voice amp mode only.
☐ The unit shall be powered by three (3) AAA alkaline batteries that produce 40 hours runtime @ 25% duty cycle when operated in voice amplification mode only. When operated with Motorola APX series radios @ 100% Bluetooth operation and voice amplification duty cycle the system shall deliver 12 hours run time.
☐ The unit shall include an auto shut down feature that will activate after 20-minutes of inactivity (no voice input) to conserve battery life.
☐ The unit shall include audible and visual low-battery indicators which are triggered when approximately 10% battery life remains.
☐ The unit shall be IP66 and IP67 rated for ingress protection.
☐ The unit shall be rated for intrinsic safety to UL 913, IS 6th and 7th Editions: Class I, II, III, Division 1, Groups C, D, E, F and G.
☐ The unit shall be configurable to the functionality required by the user through a PC software and/or wireless phone application compatible with Android or iOS.
☐ The unit shall be warrantied against defects in materials and workmanship for a period of five (5) years.

Bid Specifications for Voice Amplifier / Radio Interface Unit

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<td>EPIC3 RDI - Voice Amplifier / Radio Direct Interface for MOTOROLA APX</td>
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<tr>
<td>2</td>
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<td>EPIC3 Bluetooth (BT) Programmer</td>
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Voice Amplification / Radio Interface Unit

- The unit shall include a voice amplifier with wireless radio direct interface that delivers clear and reliable voice communications.
- The unit shall attach securely via a mounting bracket, to either side of the facepiece. A thumb latch will be used to prevent accidental removal.
- The unit shall include a Bluetooth® 2.1 class 2 radio for wireless communications with Motorola APX series two-way portable radios.
- The unit shall include a green LED status indicator for power on/off, low power state, Bluetooth pairing and connection status. The LED will switch to solid red when Bluetooth communications are inactive for over 20 minutes, indicating device is operating in voice amp mode only.
- The unit shall be powered by three (3) AAA alkaline batteries that produce 40 hours runtime @ 25% duty cycle when operated in voice amplification mode only. When operated with Motorola APX series radios @ 100% Bluetooth operation and voice amplification duty cycle the system shall deliver 12 hours runtime.
- The unit shall include an auto shut down feature that will activate after 20-minutes of inactivity (no voice input) to conserve battery life.
- The unit shall include audible and visual low-battery indicators which are triggered when approximately 10% battery life remains.
- The unit shall be IP66 and IP67 rated for ingress protection.
- The unit shall be rated for intrinsic safety to UL 913, IS 6th and 7th Editions: Class I, II, III, Division 1, Groups C, D, E, F and G.
- The unit shall be configurable to the functionality required by the user through a PC software and/or wireless phone application compatible with Android or iOS.
- The unit shall be warranted against defects in materials and workmanship for a period of five (5) years.

Bid Specifications for RIT-PAK's

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<td>5500 psig, Rit-Pak Fast Attack, Medium, Rectus Fittings, AV-3000 SS, EZ-Flo+</td>
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<tr>
<td>15</td>
<td>201568-01</td>
<td>45-Minute, 5500 psig Carbon cylinder &amp; valve, 90° degree valve</td>
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General Requirements

The air source shall consist of the following components: (1) a carrying bag; (2) external pressure gauge; (3) an audible low-pressure alarm; (4) a Universal Air Connection high-pressure emergency airline hose that will function with any manufacturer's NFPA 1981, 2002 compliant or newer self-contained breathing apparatus; (5) a low-pressure airline hose assembly with a low-pressure manifold that has a 3M Scott-style plug and socket quick disconnect fitting; (6) a RIT-style facepiece and (7) a mask-mounted breathing regulator.
Operational Requirements

Carrying Bag
- The carrying bag material shall be a highly visible orange and resistant to heat and flame.
- The carrying bag shall include reflective striping to increase visibility of the product in low-light conditions. The reflective striping shall be visible in both dry and wet conditions.
- The length of the shoulder strap shall be adjustable.
- The shoulder strap shall be equipped with two (2) seat belt-style buckles.
- The shoulder strap shall be equipped with two (2) non-locking, captive bar carabiners.
- The shoulder strap shall be equipped with a quick adjustment pull handle, which shall be easily identified by a tactile grip and a reflective strip.
- The carrying bag shall be equipped with two non-locking, captive bar carabiners affixed to each end of the bag.
- The carrying bag shall have two flap openings — (1) high-pressure access; (2) low-pressure access — that shall be differentiated by tactile and visual indicators.
- The pull handle of the low-pressure access flap shall be differentiated from the pull handle of the high-pressure access flap through a tactile grip that can easily be detectable while wearing gloves. The pull handles shall also be identified by reflective strips for visibility in low-light conditions.
- The carrying bag shall be equipped with a low-friction, protective bottom.

External Pressure Gauge
- The external pressure gauge shall be secured to the top of the carrying bag.
- The gauge face shall be luminescent for visibility and easier reading in low-light conditions.

Audible Low-Pressure Alarm
- The air-source shall include an audible low-pressure alarm that is pneumatically activated at approximately 25% of the rated cylinder pressure.

Universal Air Connection High-Pressure Emergency Airline Hose Assembly
- The Universal Air Connection (UAC) high-pressure emergency airline hose assembly shall be approximately five (5) feet in length.
- The UAC High-Pressure Adapter shall have a highly visible, reflective marking on the quick-charge coupling.
- The quick-charge coupling on the UAC high-pressure emergency airline shall include a rubber protective cap to protect from debris and contaminants.

Low-Pressure Airline Hose Assembly
- The low-pressure airline hose assembly shall consist of a pressure reducer, a six (6) foot airline hose, and a low-pressure manifold block.
- The low-pressure manifold block shall include a plug and socket, with two (2) additional ports to enable the use of multiple manufacturers’ low-pressure quick disconnect fittings.
- The low-pressure airline hose shall be able to accommodate an air pressure of 250 psi.
- The socket shall be able to accommodate the plug end of a low-pressure hose coming off the regulator that is attached to the respirator user’s full facepiece.
- The low-pressure airline hose assembly shall be configurable to allow for connection to the Scott Dual Emergency Breathing Safety System (EBSS) or Universal Emergency Breathing Safety System (UEBSS).
☐ The low-pressure manifold block shall have a highly visible, reflective marking.
☐ The low-pressure manifold block shall be secured inside of the carrying bag using a hook-and-loop fastener.

**RIT-Style Full Facepiece**
☐ The RIT-style facepiece shall be designed to increase the visibility of the wearer’s face to the rescue team.
☐ The RIT-style facepiece shall have a donning handle on the head harness and large d-rings on the lower adjusting straps to assist with donning the facepiece on a victim by the rescue team.

**Mask-Mounted Breathing Regulator**
☐ The mask-mounted breathing regulator shall be able to connect to a RIT-style full facepiece or the respirator user’s full facepiece.
☐ The mask-mounted breathing regulator shall include a three (3) foot low-pressure hose.
☐ The mask-mounted breathing regulator shall be equipped with an emergency by-pass knob.
☐ The mask-mounted breathing regulator shall be equipped with a metal plate to prevent accidental activation of air flow.
☐ The mask-mounted breathing regulator shall have a highly visible, reflective marking.

**Pressure Reducer**
☐ The pressure reducer shall be designed to accommodate multiple operating pressures 4500 psig and 5500 psig.
☐ The pressure reducer shall have an adjustable seat for ease of serviceability.

**Cylinder**
☐ The cylinder shall have a rated duration of 45-minutes and a working pressure of 5500 psig.
☐ The cylinder shall be equipped with a 90° degree valve assembly to provide ease of access for opening and closing the handwheel when stored in the carrying bag.

**Bid Specifications for Supplied Air Respirators (SAR)**

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<td>Ska-Pak AT, 4500 psig, 15-minute Carbon cylinder, Kevlar harness, EZ-Flo+ Regulator with QD hose, Hansen fitting, less facepiece</td>
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<td>8</td>
<td>30010-100</td>
<td>100 foot, Supply hose, Hansen</td>
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<td>8</td>
<td>30010-050</td>
<td>50 foot, Supply hose, Hansen</td>
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**General Requirements**
☐ The supplied air respirator shall consist of the following major subassemblies: 1) cylinder and valve assembly; 2) full facepiece assembly; 3) pressure reducing regulator; 4) removable, facepiece mounted pressure demand breathing regulator with air-saver switch and purge valve; 5) harness assembly for supporting the respirator on the user’s body.
☐ The units shall be certified by the National Institute for Occupational Safety and Health (NIOSH) as conforming to the Code of Federal Regulations, 42 CFR 84.
The units shall carry a five-year warranty.
The respirator shall be capable of supplying compressed air for human respiration, equivalent to Compressed Gas Association (CGA) Grade D or better.

**Combination Entry/Egress Units**
- The respirator shall be available as an entry/egress unit that offers the capability of an escape self-contained breathing apparatus (SCBA) coupled with a Type C airline respirator for extended durations.
- When used as an airline respirator, minimum breathing air shall be supplied to the unit from a remote source while cylinder air is held in reserve for escape purposes.
- An optional dual supply connection shall be available so the user can transfer to a second source of remote air, when necessary.
- As a combination entry/egress system, the unit shall be equipped with a Hansen plug for use with Compressed Gas Association (CGA) Grade D.
- All couplings shall be quick-connect style fittings for easily connecting and disconnecting the supply hose.
- When employed as an entry/egress system with Hansen couplings, the Type C airline respirator shall be capable of being used up to 300 feet at a maximum of 12 airline segments from the remote air source.

**Cylinder and Valve Assembly**

**Cylinder**
- The cylinder shall be in accordance with DOT (Department of Transportation) specifications, and it shall be constructed of a Carbon Full-Wrap cylinder with an aluminum liner.
- It shall have a working pressure of 4500 psig (31.0 MPa) and a rated duration of fifteen (15) minutes.
- The cylinder shall have attached a hanger bracket that allows for easy donning and doffing of the cylinder. The female harness buckle shall be integrated directly into the harness of choice.
- The cylinder shall meet the following requirements for dimensions and capacity: diameter – 4.69 in. (119.1 mm); length – 14.3 in. (363.2 mm); air capacity – 23.0 cu. ft at 4500 psig (651.3 liters).

**Cylinder Valve**
- The cylinder threads shall be straight with an O-ring or quad ring gasket type seal.
- The cylinder valve shall be a “fail-open” type constructed of forged aluminum and designed so that no stem packing or packing gland nuts are required.
- It shall contain an upper and lower seat, such that the pressure will seal the stem on the upper seat, thus preventing leakage past the stem.
- No adjustment shall be necessary during the life of the valve.
- Valve shall be constructed so that damage will not occur if the coupling is over-torqued by hand.
- Each cylinder valve shall consist of the following: 1) a hand-activated valve mechanism with a spring-loaded, positive action, ratchet type safety lock and a lock-out release for selecting “lock open service” or “non-lock open service”; 2) an up-stream connected frangible disc safety relief device; 3) a dual reading pressure gauge indicating cylinder pressure; and 4) an elastomeric bumper.
- The cylinder valve outlet shall be interchangeable with Compressed Gas Association (CGA) standard threaded connection 347 for breathing air.
Pressure Reducer

☐ The pressure reducer shall be of a single stage, fail-open design with integral pressure relief valve.

☐ The pressure reducer shall include an Auto-Transfer mechanism for use in the event of a primary air source is interruption.

☐ When the Auto-Transfer mechanism is engaged air shall be supplied from the egress cylinder and valve assembly without interruption or user intervention.

☐ The pressure reducer shall be connected to the cylinder valve by a threaded coupling and without the need of tools.

Facepiece-Mounted Positive Pressure Regulator

☐ The facepiece-mounted positive pressure breathing regulator shall supply and maintain air to the facepiece to satisfy the needs of the user at a pressure greater than atmospheric by no more than 1.5 inches of water pressure.

☐ The breathing regulator shall maintain this positive pressure during flows of up to 500 standard liters per minute.

☐ The regulator shall also meet a dynamic flow requirement of remaining positive while supplying a minute volume of 160 liters.

☐ The regulator shall contain a tactical alarm for indicating a loss of primary air source.

☐ The breathing regulator shall have attached a low-pressure hose which shall be threaded through the shoulder strap to couple to the pressure reducing regulator mounted on the harness.

☐ The regulator shall be equipped with a quick connect coupling in line. The quick connect coupling shall be easily connected and disconnected by trained individuals with a gloved hand and/or in low light conditions. The coupling shall also be guarded against inadvertent disconnect during use of the equipment.

☐ The low-pressure hose shall be equipped with swivel attachments at both ends.

☐ The breathing regulator outlet port shall be configured as the male half of a quarter (1/4) turn coupling which mates with the facepiece and shall be equipped with a doughnut-shaped gasket which provides the seal against the mating surface of the facepiece.

☐ The regulator cover shall be fabricated of a flame resistant, high impact plastic.

☐ The breathing regulator shall also have an integral transfer alarm device which shall alarm the user by vibration of the facepiece. This alarm indicates loss of primary air source and the initiation of the Auto-Transfer mechanism in the reducer.

☐ The breathing regulator shall have a demand valve to deliver air to the user, activated by a diaphragm responsive to respiration. The demand valve shall use an extended temperature range dynamic O-ring seal composed of a fluoro silicone elastomer. This diaphragm shall include the system exhalation valve and shall be constructed from a high strength silicone elastomer.

☐ A purge valve shall be situated at the inlet of the breathing regulator and shall be capable of delivering an air flow of between 125 and 175 standard liters per minute. The breathing regulator shall be arranged to direct the incoming air over the inner surface of the facepiece for defogging purposes.

☐ The components of the breathing regulator shall be constructed of materials which are not vulnerable to corrosion.

☐ The flame-resistant cover shall contain an air saver switch and pressure demand bias mechanism. It shall re-activate and supply air only in the positive pressure mode when the wearer effects a face seal and inhales. This device shall not affect the breathing flow through the system while in operation.
Visual Low Cylinder Pressure/ or Cylinder Leak Detection

☐ The respirator shall be equipped with a cylinder leak detector that is engaged by the decay of cylinder pressure.

☐ The cylinder leak detector shall warn the end-user with a red flashing LED, when the cylinder pressure drops to 90% of the full pressure charge at 72 degrees F.

☐ The detector unit shall be powered by a 9-volt battery and warn the user with a flashing amber led when battery voltage is low.

Harness Assembly

☐ The respirator shall be equipped with a harness assembly constructed of a Kevlar material and shall contain a metal push-button, seat belt style buckle.

☐ To prevent strain on the respirator’s airline supply hose, the hose shall be routed through a sleeve that shall be an integral part of the waist belt.

☐ The harness assembly shall feature a padded shoulder strap and both the shoulder and waist straps shall be fully adjustable.

Bid Specifications for 4-Outlet Mobile Air Cart

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<th>Description</th>
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<td>4-Outlet, Mobile Air-Cart, Hansen Fittings</td>
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<tr>
<td>1</td>
<td>200070-31</td>
<td>8-Outlet, TRC-1 Air Cart, Hansen Fittings</td>
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General Specifications

☐ The unit shall be capable of providing a portable source of compressed breathing air to supply users of any of three types of breathing apparatus: (1) self-contained breathing apparatus (SCBA) with an extended duration airline, (2) Type C airline respirators or (3) combination escape self-contained breathing apparatus (SCBA)/Type C respirators. The unit shall be used to provide Compressed Gas Association (CGA) Specification G-7.1 Grade D or better breathing air for human respiration.

☐ The unit shall consist of six major assemblies: removable high pressure manifold assembly panel, auxiliary high-pressure inlet for cascade or breathing air compressor supply, low pressure manifold assemblies, pneumatic alarm, cylinder valve couplings and the mobile air cart frame with wheels.

☐ The unit shall be suitable for use in atmospheres that are considered not Immediately Dangerous to Life and Health (non-IDLH), including atmospheres containing not less than 19.5% oxygen, unless respirators in use are equipped with an emergency backup air supply of sufficient duration to permit escape from an IDLH atmosphere.

☐ Any exceptions to these specifications must be detailed in a separate attachment and failure to do so will automatically disqualify the bidder.

The unit shall not exceed the following dimensions:

☐ Height, handle fully extended: ................................................................. 40 9/16” (103.1 cm)

☐ Height, handle fully contracted: ............................................................. 27 5/16” (69.4 cm)

☐ Width: ...................................................................................................... 18 ½” (47.0 cm)
Depth: ................................................................. 15 ¼" (38.7 cm)
Weight of 4 respirator outlet, less cylinders: .................... no more than 43 lbs.
(19.5 kg)

Operational Requirements
High Pressure Manifold Assembly Panel
- The unit shall consist of a high-pressure manifold assembly panel that shall be constructed of 14 gage, ASTM 569 commercial grade steel sheet and coated with DuPont polyester powder coat in red. All inlets, outlets, gauges, regulators, and warning devices shall be silk-screened on the assembly panel in white, per ANSI Z535.4-1998 Standards. The removable high pressure manifold assembly panel shall include four Hansen type respirator outlets. The panels shall consist of quick disconnects for respirator supply, respirator outlet pressure gauges reading in psig and bar, and respirator pressure regulator that may be dialed up as more users connect to the manifold supplies.
- The assembly panel shall be mounted on the mobile air cart frame with wheels and held in place with 2 screws and washers. The high-pressure manifold assemblies and pneumatics are guarded by the steel sheet from entanglements and mechanical damage. Removable high pressure manifold assembly panel can be easily disassembled for maintenance and service.

Auxiliary High-Pressure Inlet
- The unit shall consist of an auxiliary standard valved air supply inlet with stainless steel quarter turn ball valve. The auxiliary inlet shall be a standard CGA 347 male thread and dust cap with lanyard for cascade or breathing air compressor supply up to 5500 psig (379 bar).
- Auxiliary high-pressure inlets are supplied standard with all mobile air carts for use with high pressure cascade systems and/or breathing air compressors supplying Grade D or better breathing air.

Low Pressure Manifold Assemblies
- The unit shall come equipped with either four Hansen type quick disconnect low pressure outlet ports for distributing CGA Grade D or better compressed breathing air for human respiration. The quick disconnect outlets shall be supplied standard with dust caps with lanyards.

Four Respirator Outlet Supply Manifold
- The four-respirator outlet supply manifold shall be capable of supplying four respirator users with breathing air at 3.5 scfm (100 slpm), at 30 breaths per minute with no respirator exhibiting negative pressure. The respirator supply regulator and manifold assembly shall be capable of supplying a 49.4 scfm (1400 slpm) minimum flow with a regulator inlet supply pressure between 4500 psig and 500 psig (310 bar and 35 bar). The inlet pressure range shall be between 0-5500 psig (0-380 bar) with the inlet pressure gauge range reading between 0-7500 psig (0-517 bar). The respirator supply outlet pressure range shall be between 0-125 psig (0-9 bar) +/- 10 psig (+/- 0.7 bar) maximum (preset at the factory). The respirator supply outlet pressure gauge range shall read between 0-160 psig (0-11 bar).

Pneumatic Alarm
- The unit shall come equipped with a pneumatic aspirating whistle alarm to warn of low cylinder pressure. The pneumatic alarm shall be factory preset to function at 500 psig +/-
25 psig (35 bar +/- 1.7 bar), regardless of cylinder pressure that is being utilized for supply through cylinder valve couplings or auxiliary high-pressure inlet. The pneumatic alarm shall stay in active mode until the system pressure falls below 100 psig (7 bar).

**Cylinder Valve Couplings**
- The unit shall come equipped with two-cylinder whip assemblies, designed to be adjustable to accommodate any Scott Safety cylinder.
- The cylinder valve couplings shall be equipped with standard CGA 347 hand tight nuts and nipples, rated at a 4:1 safety factor. The cylinder valve couplings shall be equipped with bleeder valves for depressurization of hand-tight nuts, also equipped with check valves to facilitate independent cylinder operation. The unit shall be capable of using 2216, 3000, 4500 and 5500 psig (or 153, 200, 300, and 379 bar) cylinders in any combination of 30, 45, 60 and 75-Minute durations.

**Mobile Air Cart Frame with Wheels**
- The unit shall come equipped with a cart frame with wheels that shall be constructed of 14 gage, ASTM 569 commercial grade steel sheet and coated with DuPont polyester powder coat in red. The cart frame shall have a fixed wheel assembly with low center of gravity. The cart handle shall be vertically adjustable with handwheel rosette on reverse of frame. The cart frame shall be supplied standard with drain holes in cylinder deck for removal of moisture. The unit shall provide for retention of cylinders of varying diameters with adjustable polyester straps equipped with Velcro and alligator clip closures. The cylinder deck shall be lined with a removable EPDM rubber bumper strip to prevent wear and tear during change-out of cylinders.

**Bid Specifications for PosiChek 3 upgrade**

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<td>Med Press Posi3 Hose (Rectus/CE/JN Fem QD)</td>
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<td>Med Press Posi3 Hose (Rectus/CE/JN Male QD)</td>
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<td>200225-01</td>
<td>X3/NxG Snap-Change HP Hose/Adapter Kit</td>
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<tr>
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<td>31003035</td>
<td>Posi3 USB HI Pressure Manifold</td>
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<td>31003034</td>
<td>Posi3 USB LO Pressure Manifold</td>
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<tr>
<td>2</td>
<td>31002958</td>
<td>RIT-PAK III HP Manifold Plug to Posi3 USB</td>
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<td>10009720</td>
<td>Ska-Pak Posi3 Reducer Connect Fitting</td>
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<td>Ska-Pak Posi3 Regulator Connect Fitting</td>
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<tr>
<td>Qty.</td>
<td>Part Number</td>
<td>Description</td>
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<td>233</td>
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<td>SMALL Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
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<td>MEDIUM Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
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<td>LARGE Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
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<td>Eyeglass Holder Kit for AV-3000 HT</td>
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<td>200266-04</td>
<td>Pak-Tracker Hand Held Receiver (HHR) with Extended Range</td>
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<td>200433-01</td>
<td>Pak-Tracker Truck Mount Charger, 12-volt</td>
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<tr>
<td>4</td>
<td>200434-01</td>
<td>Pak-Tracker Desk Top Charger, 110-volt</td>
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<td>Scott Connect Monitor Telemetry Software, Pro Package Add-On</td>
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<td>100 foot, Supply hose, Hansen</td>
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<td>5500 psig Upgrade (for Posi3) w/ Posi3 USB Software Update, Version 5.0.0.11S, lifetime update</td>
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<td>2</td>
<td>804825-01</td>
<td>Ska-Pak Posi3 Regulator Connect Fitting</td>
</tr>
</tbody>
</table>

| Training/Certification Process |
| Delivery/Installation          |
| Freight                        |

9% Tax on items

Total

Provide discount of spare/loose parts providing for the duration of the contract. An itemized list of spare parts would be helpful, but not necessary. The City understands that spare parts product numbers, etc. may change depending on any upgrades or changes of the SCBAs during the course of this contract.
Vendor’s Checklist

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

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

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

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

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

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

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

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

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

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

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

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, not against this checklist. You do not need to return this checklist with your response.
DATE: July 19, 2022
TO: All Bidders
FROM: Robin B. Robinson
RE: 22-B019R – Scott X3 Pro Self-Contained Breathing Apparatus

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

Q-1 Page 22, do we need to fill out Affidavit A if we are not filing for MWBE status?
A-1 You will only need to complete Affidavit C if you are going to self-perform.

Q-2 Can we make an appointment with the Fire Department to inspect SCBA brackets in vehicles?
A-2 That can be done by the vendor awarded the contract once the bid has been awarded.

Q-3 Can we make an appointment with the Fire Department to inspect current compressors and verify if they are certified for 5500 PSIG?
A-3 That can be done by the vendor awarded the contract once the bid has been awarded.

Q-4 Will Scott Factory flow test be acceptable?
A-4 Yes we will accept the Scott factory flow test.

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

Signature of Acknowledgement

Date

Company Name
EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

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

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
EXHIBIT D
July 25, 2022

The City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401

RE: Solicitation #22-B019R

MES is pleased to present the enclosed proposal for Scott X3 Pro Self-contained Breathing Apparatus, Solicitation #22-B019R.

Our proposal includes the following Items as requested in your bid proposal. Pricing is on your bid pricing page.

**Additional Items noted in bid, not listed on pricing page:**
1. Cylinder Identifiers – Add $39.00 each.
2. Additional SCBA training in house, $1,800.00 each per 8-hour session.
3. Update Department Posi Check Machines, $2,300.00 each plus tax and shipping.
4. SDI software for Motorola additional fees will need to be added for this software.

Clarifications are included with this letter.

Delivery: 90 – 120 Days ARO
Shipping: FOB Charleston, SC
Manufacturer: 3M Scott Safety

Prices Good until September 15, 2022

MES

Respectfully,

[Signature]

Christen Loris
Sales Representative

www.MESFire.com
CLARIFICATIONS AND EXCEPTIONS

1 - MES follows the Manufacturer’s Warranty - See Attached (see attached Warranties)

2 - Payment discount, 0% net 30. MES - will not accept credit card payments for orders of $10,000.00 or more.

3 - MES is not an MWBE Business

4 - MES is not a small business, so any reference does not apply

5 - No contractors will be used on this project

6 - Shipping: Freight included.

7 - Prices Good for September 15, 2022

8 - MES and 3M Scott if awarded this contract will do all we can to meet the requirements but cannot make a firm commitment to delivering 50 complete SCBA and 100 Cylinders before September 6, 2022. Current lead times for Scott SCBA are 90 – 120 days and could be further impacted by labor and supply chain disruptions beyond our control.

9 - 3M Scott policy on cylinders is all cylinders must have a manufacture date no greater than 180 days

10 - 3M Scott Safety will provide a one day, on site class for the currently certified Scott Technicians at the Charleston Fire Department, this class will be taught by a 3M Scott trainer at no charge to the Fire Department.

11 - MES is a Drug Free Workplace

12 - Pricing for this solicitation is good for 90 days. Contract terms and extensions will need to renegotiated throughout the additional 4 years.

13 - Proof of Insurance is attached

14 - MES is not a local vendor

www.MESFire.com
15 – Page 30 “SCBA Mounting Apparatus” MES will work with the city to determine proper fit of all SCBA. If any changes or modifications are needed there will be additional charges to the City.

16 – Page 30 “Initial Delivery of SCBA” MES will work with 3M Scott to deliver the requested amount of SCBA on or before Sept 6, 2022. MES will also work with 3M Scott to have 25 loaner SCBA for the recruit class at no charge to the department.

17 – Page 31 “Complete Order Delivery” MES will work with 3M Scott Safety to deliver all SCBA by November 15, 2022. We will do our best to make sure all SCBA are in service on the same day. Current lead times for Scott SCBA are 90 – 120 days and could be further impacted by labor and supply chain disruptions beyond our control.

18 – MES will check each pak for a state of readiness and apply identifiers (should department elect to purchase identifiers).

19 – MES can supply SCBA Identifiers, we are not pricing them into the cylinder price. Should the City elect to utilize our Identifier please add $39.00 per cylinder, initial cylinder order of 513 cylinders, x $39.00 each = $20,007.00 plus shipping and tax would need to be added to the order. Also, another 15 cylinders for RIT bags, if requested by the city.

20 – Page 31 “Compressor” MES service technicians are only certified to work on MES/Revolvair compressors and Scott Compressors. Our technicians can assist in verifying that compressors are at 5500 PSI. If parts are needed from other manufacturers to make this upgrade, we will need to take acceptance to this item.

21 – Page 31 “Training” In service training and set up will be provided at no charge to the department. Additional trainings if needed will be at $1,800.00 per 8 hour training session.

22 – MES will coordinate training as needed with the Fire Department. We can also do a video training and record the training for department.

23 – Page 32 “Posicheck 3 Upgrade” MES will coordinate sending back Charleston Posi check for upgrade. Price to upgrade Posicheck is $2,300.00 each plus freight and tax.

24 – Page 32: Spare Parts” MES will offer the City a 20% discount off of parts purchased by the CFD. Pricing will be determined from date of purchase parts price list (current).

www.MESFire.com
25 – SEMS II Personnel Accountability System: MES will work with CFD to set up there SEMS II system. The Software that enables the integration of SEMS II with Motorola /SDI software is a separate product sold and supported by SDI, Systems Definition Inc. Pre-Sale Proposal Questionnaire is attached to the bid package, pricing for this product is not included in bid proposal.

26 – Page 31 “Warranty” In regard to reimbursement for labor hours for warranty repairs. Should CFD elect to do their own warranty repairs, they will receive new parts for parts used, they will not receive a credit for labor hours used in that repair. MES does have mobile SCBA service and will come to your locations and perform warranty repairs at your location.
The City of Charleston  
Procurement Division  
75 Calhoun Street, Suite 3500  
Charleston, South Carolina 29401  
P: 843-720-7312  F: 843-720-3872  
www.charleston-sc.gov

<table>
<thead>
<tr>
<th>Bid Number: 22-B019R</th>
<th>Bids will be received until: July 27, 2022 @ 12:00pm</th>
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<tr>
<td>Bid Title: Scott X3 Pro Self-Contained Breathing Apparatus</td>
<td></td>
</tr>
<tr>
<td>Mailing Date: June 29, 2022</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
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</tbody>
</table>
| Vendor Name: Municipal Emergency Services Inc.  
FEIN/SS#: 651051374 |
| Vendor Address:  
12 Turnberry Ln 2nd Floor |
| City – State – Zip: Sandy Hook, CT 06482 |
| Telephone Number: 203-304-4110  
Fax Number: 704-579-4605 |
| Minority or Women Owned Business:  
Are you a certified Minority or Women-Owned business in the State of South Carolina?  
☐ Yes ☐ No |
| Authorized Signature:  
Date: 7/19/22  
Title: President and CEO |

I certify that this bid is made with the intent to purchase the equipment or services and in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.

IMPORTANT

1. This solicitation seeks proposals responding to the Specifications for Scott X3 Pro Self-Contained Breathing Apparatus. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

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

3. DEADLINE FOR SUBMISSION OF OFFER: Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 12:00pm on July 13, 2022. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonr@charleston-sc.gov.
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this Bid response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Municipal Emergency Services Inc.
Company Name
As registered with the IRS

12 Turnberry Ln 2nd Floor
Correspondence Address
Sandy Hook, CT 06482

City, State, Zip Bob Malone VP Carolinas
bmalone@email.com 330-718-6880

Email Address

877-837-3473
Toll-Free Number (If available)

MUNICIPAL EMERGENCY SVCS PO BOX 856892
Remittance Address
MINNEAPOLIS, MN 55485-6892

City, State, Zip

Thomas Hubregsen
Printed Name
President and CEO

203-304-4110 Corporate Head Quarters
Title

704-599-9605
Telephone Number

Fax Number

7/19/22
Date

651051374
Federal Tax ID (FEIN)/SS Number

9928972-5
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes  ☐ No
If so, please provide a copy of your certificate with your response.
CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me ___________________________(the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston’s Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. 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% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City’s Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: ____________________________________________

CHARLESTON STREET ADDRESS: ________________________________

SIGNATURE: ____________________________ TITLE: ________________

By: ____________________________
(Print Name)

Sworn to and subscribed before me at ____________________________
State of ___________________, this ______ day of ____________, 20___.

________________________________________ (SEAL)

Notary Public for ____________________________
My Commission Expires ____________________________
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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


   AND

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

   OR

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

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

Name of Company: Municipal Emergency Services

(Stamp)

Signature

Robert Malone

Print Name

Witness

Date 7-25-2022

V.P. Sales Carolina’s

Title

21
AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____________________________ Municipal Emergency Services
(Name of Bidder)

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

- 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

- 2. Followed up with contacted MWBEs 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 MWBE 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 MWBE participation.

- 5. Attended any pre-solicitation meetings scheduled by the City.

- 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

- 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

- 8. Provided MWBE assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

- 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

- 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

- 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date: 7-25-2022 Name of Authorized Officer (Print/Type): Robert Malone
Signature: [Signature]
Title: V.P., Sales Carolina’s
AFFIDAVIT C

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

Affidavit of Municipal Emergency Services Inc.  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the  
Scott X3 Pro Self-Contained Breathing Apparatus 22-B019R  
(Name of Project) contract.

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

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

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

Date: 7/21/2022  Name of Authorized Officer (Print/Type): Thomas V. Hubersen  

Signature:  

Title:  President and CEO

Sworn to before me this 21 day of July 2022  
Notary Public for the State of Connecticut  
My Commission Expires: February 28, 2024  
My Notary Seal:

Print Name: Tammarie Campolo  
Phone Number: (203) 304-4113  
Address: 5 Turnberry Lane  
Sunderland CT 06482  

Tammarie Campolo  
Notary Public, State of Connecticut  
My Commission Expires Feb. 28, 2024  
NOTARY NO: 166220
# References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar products/services being requested here on a contract basis during the last three (3) years.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone/Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Miami-Dade FD (Chief George Mire)</td>
<td>6000 SW 87 Ave</td>
<td>786.336.3013</td>
<td><a href="mailto:MRA@MIAMIDADE.GOV">MRA@MIAMIDADE.GOV</a></td>
</tr>
<tr>
<td>St. Petersburg Fire Department (LT. Rob Neuberger)</td>
<td>400 DR. Martin Luther King Jr. St. B.</td>
<td>727.482.5500</td>
<td><a href="mailto:ROBERT.NEUBERGER@STPETE.ORG">ROBERT.NEUBERGER@STPETE.ORG</a></td>
</tr>
<tr>
<td>Horry County Fire Department (Chief Joey Turner)</td>
<td>2280 N. Main Street</td>
<td>843.915.5199</td>
<td><a href="mailto:Jason@horrycountyco.gov">Jason@horrycountyco.gov</a></td>
</tr>
<tr>
<td>Cary Fire Department (Chief David Rance)</td>
<td>100 N. Academy Street</td>
<td>919.469.4066</td>
<td><a href="mailto:David.rance@townofcary.org">David.rance@townofcary.org</a></td>
</tr>
<tr>
<td>Delray Beach Fire Department (Chief Kevin Green)</td>
<td>501 West Atlantic Ave</td>
<td>561.243.7412</td>
<td><a href="mailto:Greenk@mydelraybeach.com">Greenk@mydelraybeach.com</a></td>
</tr>
</tbody>
</table>
Questions and Answers

As Long As You Own It
Air-Pak SCBA Warranty

Question
What is the warranty period?

Answer
The warranty period is for as long as you own the product.

Question
What does the warranty cover?

Answer
The warranty covers defects in workmanship and materials for as long as the product is owned by the original end-user purchaser.

Question
What products are covered under the warranty?

Answer
The warranty covers the Air-Pak X3 Pro SCBA, including the integrated PASS device, compliant to the NFPA 1851/1852, 2018 Edition standards. An Air-Pak X3 Pro SCBA consists of a backframe & harness, pressure reducer, mask-mounted regulator, facepiece, and carbon-wrapped cylinders.

Question
Does the warranty cover accessories?

Answer
As part of the new As Long As You Own It warranty, 3M Scott has extended the warranty period to five (5) years for the facepiece-mounted communications and hands-free ght thermal imager devices.

Question
Are there any exclusions with the warranty?

Answer
The warranty excludes communications accessories, alkaline batteries, carrying cases, and storage bags.

Question
Do I have to register my Air-Pak X3 Pro SCBA to activate the warranty?

Answer
Registration is not required to activate the warranty upon purchase by the end-user.

Question
Are there any requirements to maintain the warranty?

Answer
In support of a lower total cost of ownership for the Air-Pak X3 Pro SCBA, the warranty does not require any forced parts replacement, periodic overhaul, or functional testing of the product. It is suggested to follow the manufacturer’s recommended testing schedule, as outlined in the user instructions for the product.

Question
Is the warranty transferable?

Answer
The warranty only applies to the original end-user purchaser of the Air-Pak X3 Pro SCBA, compliant to the NFPA 1851/1852, 2018 Edition standards.

Question
Is the warranty retroactive to older Air-Pak SCBA products?

Answer
The warranty only applies to the Air-Pak X3 Pro SCBA, compliant to the NFPA 1851/1852, 2018 Edition standards.

Question
How do I obtain warranty support?

Answer
3M Scott Fire & Safety offers an extensive network of authorized distributor service centers with factory-trained and certified technicians to provide warranty service support for the Air-Pak X3 Pro SCBA and other auxiliary products. 3M Scott Fire & Safety also offers in-house service programs that provide flexibility for those customers that wish to take ownership of their own service needs.

Question
Where can I find the warranty terms?

Answer
Full warranty terms can be found in the user instructions provided with the Air-Pak X3 Pro SCBA, compliant to the NFPA 1851, 2018 Edition standard.
Introducing an exciting change to the warranty for the 3M™ Scott™ Air-Pak™ X3 Pro SCBA.

When you purchase a 3M Scott Air-Pak X3 Pro SCBA, compliant to the NFPA 1851, 2018 Edition standard, you will receive a bumper-to-bumper warranty for as long as you own the product at no additional cost.

- Backframe & Harness
- Pneumatics
- Electronics
- Facepiece
- Cylinder

No Additional Cost

With the As Long As You Own It – Air-Pak SCBA Warranty, customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product. No more crunching numbers to help manage maintenance costs towards the end of the product’s life cycle.

This latest warranty from 3M Scott Fire & Safety reinforces our commitment to you - the customer - and further reduces your lifetime cost of ownership for the Air-Pak X3 Pro SCBA.

Proven performance – reliable and durable

Budget-friendly

No mandatory parts replacement

No overhaul requirements

Racked by an extensive service center network

Stay tuned for more information!

Please recycle. Printed in USA © 3M 2019. All rights reserved. 3M and Scott are trademarks of 3M.
NFPA 1981/1982, 2018 COMPLIANT AIR-PAK™ SCBA
LIMITED WARRANTY

3M™ Scott Fire & Safety (3M SCOTT) warrants NFPA 1981/1982, 2018 compliant Air-Pak SCBA, including facepiece and cylinder (THE PRODUCTS) to be free from defects in workmanship and materials for as long as THE PRODUCTS are owned by the original end-user purchaser. This warranty applies to all components of THE PRODUCTS including all accessories and optional equipment purchased and supplied at the time of original sale of THE PRODUCTS, except voice communication devices and accessories, in-mask thermal imaging devices, integrated self-rescue belts, consumable supplies, and carrying cases.

3M SCOTT warrants all voice communication devices and in-mask thermal imaging devices to be free from defects in workmanship and materials for a period of five (5) years from the date of original manufacture by 3M SCOTT.

3M SCOTT warrants all integrated self-rescue belts, paddle PTT accessories, ring PTT accessories, throat mic accessories, command communication headset accessories, programmer modules, consumable supplies, and carrying cases to be free from defects in workmanship and materials for a period of one (1) year from the date of original manufacture by 3M SCOTT.

3M SCOTT’s obligation under this warranty is limited to replacing or repairing (at 3M SCOTT’s option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of 3M SCOTT or, when directed by 3M SCOTT, authorized 3M SCOTT service providers are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repair or alteration to THE PRODUCTS made by owner or any third party unless expressly permitted by 3M SCOTT product manuals or by written authorization from 3M SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of 3M SCOTT, the purchaser must return such products to 3M SCOTT, a 3M SCOTT authorized distributor or a 3M SCOTT authorized service center. Any product returned to 3M SCOTT shall be sent to “3M SCOTT FIRE & SAFETY” (Attn: Warranty Claim Dept.), 4320 Goldmine Road, Monroe, NC 28110.

This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, 3M SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF 3M SCOTT PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY. THIS WARRANTY APPLIES ONLY TO THE ORIGINAL END-USER PURCHASER AND IS NON-TRANSFERABLE.
SCOTT SAFETY
LIMITED WARRANTY ON THE SCOTT PAK-TRACKER LOCATOR SYSTEM

SCOTT Safety (SCOTT) warrants the SCOTT PAK-TRACKER LOCATOR SYSTEM to be free from defects in workmanship and material for a period of one (1) year from the date of shipment by SCOTT. SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCT or components shown to be defective in either workmanship or materials. Only SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This Warranty does not apply to defects or damage caused by any repair of or alterations to THE PRODUCT made by the owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor, or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to:

SCOTT Safety
(Attn: Warranty Claim Dept.)
4320 Goldmine Road
Monroe, NC 28110

This warranty does not apply to any malfunction of or damage to THE PRODUCT resulting from accident, alteration, misuse, or abuse.
THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT PRODUCTS, AND NO OTHER FIRM OR PERSONS IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.
SCOTT SAFETY
LIMITED WARRANTY ON RIT-PAK III PRODUCTS

Scott Safety (SCOTT) warrants RIT-PAK III PRODUCTS (THE PRODUCTS) to be free from defects in workmanship and materials for a period of one (1) year from the date of original manufacture by SCOTT. This warranty applies to all components of THE PRODUCTS including all accessories and optional equipment purchased and supplied at the time of original sale of THE PRODUCTS, EXCEPT:

- SCOTT warrants all electrically operated devices supplied with THE PRODUCTS to be free from defects in workmanship and materials for three (3) years from the date of original manufacture by SCOTT.
- SCOTT warrants all pressure reducers supplied with THE PRODUCTS to be free from defects in workmanship and materials for a period of five (5) years from the date of original manufacture by SCOTT.

SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials. Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to "SCOTT SAFETY" (Attn: Warranty Claim Dept.), P.O. Box 568, Monroe, NC 28111. This warranty does not apply to any malfunction of or damage to THE PRODUCTS resulting from accident, alteration, misuse or abuse. THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT HEALTH & SAFETY PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.

SCOTT SAFETY
Monroe Corporate Center
PO Box 568
Monroe, NC 28111
Telephone 1-800-247-7257
Fax (704) 291-8330
www.scottssafety.com

Scott Safety
ISO 9001 REGISTERED

Printed in USA
SCOTT SAFETY

LIMITED WARRANTY ON SKA-PAK AIRLINE RESPIRATOR PRODUCTS

Scott Safety (SCOTT) warrants all of its SKA-PAK, SKA-PAK PLUS, and SKA-PAK AT airline respirator products to be free from defects in workmanship and materials for a period of five (5) years from the date of original manufacture by SCOTT. This warranty applies to all components of these SKA-PAK products EXCEPT consumable and electrically operated communication devices. Electrically operated communication devices are warranted for one (1) year from the date of original manufacture. SCOTT’s obligation under this warranty is limited to replacing or repair (at SCOTT’s option) SKA-PAK products shown to be defective in either workmanship or materials.

Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs, of or alterations to SKA-PAK products made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT.

To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor, or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to SCOTT SAFETY (Attn: Warranty Claim Dept.) 4320 Goldmine Road, Monroe, NC 28111.

This warranty does not apply to any malfunction or damage to these products resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS IN ANY LIABILITY FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT SAFETY PRODUCTS AND NO OTHER FIRM, OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.

SCOTT SAFETY
Monroe Corporate Center
PO Box 569
Monroe, NC 28111
Telephone 1-800-247-7257
FAX (704) 291-8330
www.scott-safety.com

A Tyco International Company
SCOTT SAFETY
LIMITED WARRANTY ON EPIC 3 COMMUNICATION PRODUCTS
AND ACCESSORIES

3M Scott Fire & Safety (3M Scott) warrants all EPIC 3 communications devices, associated accessories, unused consumable supplies, and carrying cases supplied with the products to be free from defects in workmanship and materials under normal use and service for one (1) year from the date of original manufacture by 3M Scott. 3M Scott's obligation under this warranty is limited to replacing or repairing (at 3M Scott's option) the products or components shown to be defective in either workmanship or materials.

Only personnel of 3M Scott or, when directed by 3M Scott, authorized 3M Scott agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repair or alteration to the products made by owner or any third party unless expressly permitted by 3M Scott product manuals or by written authorization from 3M Scott. To obtain performance under this warranty, and as a condition precedent to any duty of 3M Scott, the purchaser must return such products to 3M Scott, a 3M Scott authorized distributor or a 3M Scott authorized service center. Any product returned to 3M Scott shall be sent to 3M Scott (Attn: Warranty Claim Dept.), 4320 Goldmine Road, Monroe, NC 28110.

This warranty does not apply to any malfunction or damage to the products resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF 3M SCOTT PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.
SCOTT SAFETY

LIMITED WARRANTY ON AV-3000 HT FACEPIECE

Scott Safety (SCOTT) warrants AV-3000 HT FACEPIECE PRODUCTS (THE PRODUCTS) to be free from defects in workmanship and materials for a period of ten (10) years from the date of original manufacture by SCOTT. This warranty applies to all components of THE PRODUCTS including all accessories and optional equipment purchased and supplied at the time of original sale of THE PRODUCTS, EXCEPT electronically operated devices, consumable supplies, and storage bags. SCOTT's obligation under this warranty is limited to replacing or repairing (at SCOTT's option) THE PRODUCTS or components shown to be defective in either workmanship or materials.

Only personnel of SCOTT or, when directed by SCOTT, authorized SCOTT agents are authorized to perform warranty obligations. This warranty does not apply to defects or damage caused by any repairs or alterations to THE PRODUCTS made by owner or any third party unless expressly permitted by SCOTT product manuals or by written authorization from SCOTT. To obtain performance under this warranty, and as a condition precedent to any duty of SCOTT, the purchaser must return such products to SCOTT, a SCOTT authorized distributor or a SCOTT authorized service center. Any product returned to SCOTT shall be sent to "SCOTT SAFETY" (Attn: Warranty Claim Dept.), P.O. Box 569, Monroe, NC 28111.

This warranty does not apply to any malfunction or damage to THE PRODUCTS resulting from accident, alteration, misuse or abuse.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, SCOTT EXPRESSLY DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY CONNECTED WITH THE SALE OR USE OF SCOTT SAFETY PRODUCTS, AND NO OTHER FIRM OR PERSON IS AUTHORIZED TO ASSUME ANY SUCH LIABILITY.
APX™ Personnel Accountability Application (APAA)

Pre-Sale Proposal Questionnaire

Department/Agency:  
Prepared By:  
Date:  

Systems Definition, Inc.  
5904 Richmond Highway, Suite 330  
Alexandria, VA 22303  
(703) 717-0222  
www.systemeddefinition.com

Motorola Solutions, Inc.  
224 S. Michigan Avenue  
Chicago, IL 60604  
(847) 668-2520  
www.motorolasolutions.com

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APX is trademark of Motorola Trademark Holdings, Inc.  
EasyStaff is a registered trademark of Systems Definition, Inc.
Accountability Solution Questionnaire

The purpose of this questionnaire is to capture relevant public safety agency data to quote a robust Personnel Accountability solution using System Definitions, Inc. (SDI) APX™ Personnel Accountability Application (APAA) and EasyStaff® software in conjunction with Motorola Solutions, Inc. (MSI) APX™ radio systems. The APAA and EasyStaff® software is developed by SDI, a third-party solutions provider to MSI. Use this questionnaire to document information for a single agency or for multi-agency efforts (e.g., a regional system).

The Personnel Accountability solution provides incident commanders with a critical tool to account for and manage responders at incidents. This solution works in one of two ways, depending on what type of voice communications responders use for incident scene tactical operations. The voice communications can be either conventional operations (radio-to-radio communications) or via Motorola P25 digital trunked radio system.

After completing the questionnaire, a conference call is scheduled to clarify information and to resolve any questions. This process enables preparation of a proposal and pricing quote tailored to each agency or department. We look forward to supporting your personnel accountability activities. Please return the questionnaire to:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Briesse</td>
<td>President Systems Definition, Inc.</td>
<td><a href="mailto:BriesseF@SystemsDefinition.com">BriesseF@SystemsDefinition.com</a></td>
</tr>
<tr>
<td>Mark Kritzik</td>
<td>Fire Market Sales Specialist for Personnel Accountability Motorola Solutions, Inc.</td>
<td><a href="mailto:Mark.Kritzik@MotorolaSolutions.com">Mark.Kritzik@MotorolaSolutions.com</a></td>
</tr>
<tr>
<td>Craig Reilly</td>
<td>Deployment Engineering, Application Practice Office Motorola Solutions, Inc.</td>
<td><a href="mailto:Craig.Reilly@MotorolaSolutions.com">Craig.Reilly@MotorolaSolutions.com</a></td>
</tr>
</tbody>
</table>

Conventional Radio-To Radio Operations:

Motorola P25 Digital Trunked Radio System:
Department/Agency Information

Name:

Location/Address:

Type (check all that apply):
- [ ] Fire / EMS
- [ ] Law Enforcement
- [ ] Industrial
- [ ] Federal Government
- [ ] Career / Full-Time Staff / 24-hr
- [ ] Combination Full-Time / Part-Time / Volunteer
- [ ] All Volunteer
- [ ] Other

Question 1 - What type of incident scene communications does your agency use?
Please indicate if your agency operates using Conventional radio-to-radio mode or Motorola P25 Digital Trunked mode as your primary means for incident scene communications.

Conventional Radio-to-Radio [ ] Motorola P25 Digital Trunked [ ] Both May Be Used [ ]

Question 2 - How many Accountability Client licenses do you plan to use?
The APX Personnel Accountability Application (APAA) client software can be operated locally at an incident (e.g., on a laptop in a command vehicle) or back at Dispatch on a Motorola MCC7500 dispatch console (trunked only). Please indicate the Quantity of Accountability clients needed at each location.

Quantity of Vehicle clients? [ ] Quantity of Dispatch clients (trunked) [ ]

PC Models / operating system (Windows, Apple)?

Question 3 - How many APX radios will be a part of your Accountability solution?
Personnel Accountability is based on each responder carrying an APX radio and being on the voice channel used for incident scene communications. Please indicate the total number of APX radios to be used as a part of the Personnel Accountability solution.

Quantity of APX radios used as a part of Accountability? [ ]

Question 4 - Do your APX radios have Personnel Accountability option Q445?
APX portable radios used by responders must have the Personnel Accountability option Q445 enabled to be a part of the Accountability solution. Please indicate if APX radios have the Personnel Accountability (Q445) already flashed/enabled in the radios.

Is the Q445 option enabled in the APX radios? [ ] Yes [ ] No
Question 5 - Conventional Radio Operations

This question is for agencies that plan to deploy the Personnel Accountability solution using Conventional radio operations. Please skip to Question 6 if you plan to deploy via trunked operations. The simplest Conventional mode is radio-to-radio operation (simplex) but it may also operate in radio-to-repeater-to-radio mode (repeater). There are other Conventional modes that may be used at incident scenes depending on your operation. Please identify which Conventional mode your responders use for incident scene communications (check all that apply).

☐ Radio-to-radio (Simplex)
☐ Radio-to-Repeater-to-Radio (Repeater)
☐ Radio-to-Comparator-to-Radio (Simulcast/Voted)
☐ Other (provide details, if known)

Question 6 - P25 Trunked Radio System Operations

The following questions (please address as many as possible) are for agencies that use/or plan to deploy the Personnel Accountability solution on a Motorola P25 Digital Trunked Radio System. Note that the system must be at the ASTRO 7.17 system release or later to support Personnel Accountability.

What System Release is the Motorola P25 Digital Trunked Radio System?

Is there an Enablement server available to host the Accountability server? ☐ Yes ☐ No

Is there an IMW server on the ASTRO System? ☐ Yes ☐ No

What version is the IMW that is currently on the ASTRO System?

Are the APX radios to be used currently licensed for Presence? ☐ Yes ☐ No

How many ASTRO zones/cores will the APX radios operate within?

Is the ASTRO System configured for DSR operation? ☐ Yes ☐ No

Are there Enhanced Data channels available on the ASTRO System? ☐ Yes ☐ No

Has there been a recent data capacity study done on the ASTRO System? ☐ Yes ☐ No

Does the ASTRO System use a CSMS for Anti-Virus protection? ☐ Yes ☐ No

Do the vehicle laptops have broadband connectivity that can be used for VPN connectivity to the Accountability server? ☐ Yes ☐ No

Does the CEN network have external network connectivity (internet)? ☐ Yes ☐ No

Are any MCC7500 Cohab Accountability clients to be located in a Control Room CEN or outside the RNI? ☐ Yes ☐ No

Are Futurecom DVRSSs used for extending trunking radio coverage? ☐ Yes ☐ No
Question 7 - Computer Aided Dispatch (CAD)

The Personnel Accountability solution can be configured to interface with an agency CAD system to receive incident-specific information to support filtering out radios not present on scene (mandatory for trunked deployments). See Attachment A for additional information. If multiple agencies using multiple CAD applications will be a part of the Accountability solution, please identify each application.

Does your agency use CAD for dispatching purposes? □ Yes □ No

Please identify CAD applications used. 

Question 8 - Ride Lists and Rostering

The Personnel Accountability solution has the ability to display personnel ride list/rostering data to the incident commander. The EasyStaff® software is bundled as part of the Accountability Solution to provide radio identification and personnel rostering capabilities. Additionally, if available, the Personnel Accountability solution can be configured to interface to an existing agency rostering system (e.g., Telestaff, Firehouse) pending agency capability to output the data.

Does your agency use a rostering database to track personnel on duty? □ Yes □ No

Identify existing rostering application. 

Question 9 - Data Connectivity from Command Vehicles/Field PCs

The Personnel Accountability solution for trunked deployments requires a data connection to the Personnel Accountability server. This data connection can be a packet-data connection over the Motorola ASTRO system or a broadband connection (e.g. FirstNet, Verizon). Additionally, for both trunked and conventional operations, a broadband capability is preferred to support downloading radio ID and rostering data updates and for uploading Personnel Accountability log data.

Please summarize data connectivity information below. For trunked, identify available data services to be used to connect the Accountability client in the field to the Accountability server in the network. Please note if broadband is available from the PC.

Question 10 - Operations Training

As a part of Personnel Accountability solution deployment, three days of operations-level training (across two-hour sessions) is typically included within the scope of deployment services. This training is suitable for all levels of operations personnel and can address “train-the-trainers”, command personnel, and agency members. Additional training days, if required, can be quoted.

More than three days training required? □ Yes □ No 

Number of additional days?
Question 11 - Maintenance and Support or Software Upgrade Agreement (SUA)

One year of free Maintenance and Support (M&S) is included with the purchase of the Personnel Accountability solution. M&S encompasses phone support, bug fixes, and similar effort to maintain operations. Additional years of M&S can be purchased up front or on an annual basis. M&S excludes future enhancement builds that are covered under an optional Software Upgrade Agreement (SUA).

An SUA may be purchased which encompasses M&S and also includes future upgrade releases of the Accountability software to include new features and refinements to support new operating systems. For trunked deployments, SUA purchase is highly recommended to ensure compatibility with future ASTRO system upgrades.

M&S and SUA are mutually exclusive—if SUA is chosen, it includes M&S activities.

Please quote this many years of additional M&S: [ ]

or,

Please quote this many years of SUA: [ ]

Question 12 - Information Assurance

Federal Government software deployments may require that an Information Assurance (IA) assessment be conducted to demonstrate that required cyber-security mechanisms are implemented as the Personnel Accountability solution is integrated into existing system resources. Deployment services can be scoped to include support to assist agency IA compliance efforts. Please indicate if the Personnel Accountability solution deployment requires a customer-specific Information Assurance assessment.

[ ] Yes  [ ] No
Attachment A - Computer Aided Dispatch (CAD) Interface

APAA uses CAD data to filter units assigned to an incident. Selecting an incident (see figure below) enables APAA to display only those units assigned to the desired incident. This filters out radio traffic generated by units not assigned to that specific incident but that may be listening on the same talkgroup.

This CAD interface is typically required for trunked system deployments but not for conventional deployments (pending specific Department operations).

In an ASTRO system, the APAA-CAD interface server software typically resides on the Enablement Server in the CBN to pull a limited dataset from the CAD system. See table below. Various options exist to establish the interface—APAA can be configured to pull the data, the CAD system can publish the data, and so forth. This approach leverages such mechanisms as a Web API, File Transfer Protocol (FTP)/SCP, or database connection. The interface hits the server database view or web endpoint to process data and to create a data path for APAA clients in the field to access and retrieve incident data.

### CAD Data Elements

<table>
<thead>
<tr>
<th>CAD Data</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Incident ID</td>
<td>A unique identifier assigned by CAD to each incident (can be of any data type).</td>
</tr>
<tr>
<td>Last Updated Time</td>
<td>Provides information about the last time the incident was updated by CAD.</td>
</tr>
<tr>
<td></td>
<td>This provides CAD refresh activity and allows server-side filtering of incidents (e.g., filter out inactive incidents).</td>
</tr>
<tr>
<td>Incident Start Time</td>
<td>Provides start of incident timestamp information.</td>
</tr>
<tr>
<td>Address</td>
<td>Provides incident address information.</td>
</tr>
<tr>
<td>Units Assigned</td>
<td>This data is displayed in the incident select window and reflects unit assignment data received from the CAD system. APAA filters out radio traffic of any units not assigned to the incident and also provides the On Scene feature to manually override CAD data, if required.</td>
</tr>
<tr>
<td>Incident Status</td>
<td>Identifies open and closed incidents (closed incidents are filtered out).</td>
</tr>
<tr>
<td>Incident Description*</td>
<td>Contains incident description information and is displayed in the incident select window, if available.</td>
</tr>
<tr>
<td>Incident Priority*</td>
<td>Contains incident priority description information.</td>
</tr>
</tbody>
</table>

*optional

### APAA User Interface - Incident Select List

![Image of APAA User Interface - Incident Select List]
DATE: July 19, 2022
TO: All Bidders
FROM: Robin E. Robinson
RE: 22-B019R – Scott X3 Pro Self-Contained Breathing Apparatus

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

Q-1 Page 22, do we need to fill out Affidavit A if we are not filing for MWBE status?
A-1 You will only need to complete Affidavit C if you are going to self-perform.

Q-2 Can we make an appointment with the Fire Department to inspect SCBA brackets in vehicles?
A-2 That can be done by the vendor awarded the contract once the bid has been awarded.

Q-3 Can we make an appointment with the Fire Department to inspect current compressors and verify if they are certified for 5500 PSIG?
A-3 That can be done by the vendor awarded the contract once the bid has been awarded.

Q-4 Will Scott Factory flow test be acceptable?
A-4 Yes we will accept the Scott factory flow test.

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

Signature of Acknowledgement: [Signature]
Date: 7-25-2022

Municipal Emergency Services
Company Name
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONVIEWS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE APPORTED 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 policyholder 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 rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:** Lockton Companies  
76 Hawthorne Park Road  
Pawtucket, RI 02861  
401-727-4000

**INSURED:** Municipal Emergency Services, Inc.  
P.O. Box 648  
Southbury, CT 06488

<table>
<thead>
<tr>
<th>REINSURER/ATTORNEYS GENERAL</th>
<th>NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>GREAT NORTHERN INSURANCE COMPANY</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>FEDERAL INSURANCE COMPANY</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>MARKIL INDUSTRIAL INSURANCE COMPANY</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>LLOYDS OF LONDON</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>12777</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>20303</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>28241</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>38970</strong></td>
</tr>
<tr>
<td><strong>MUNICIPALITY</strong></td>
<td><strong>38253</strong></td>
</tr>
</tbody>
</table>

**COVERAGES**  
**CERTIFICATE NUMBER:** 18772422  
**REVISION NUMBER:** X00000

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

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY LIMIT</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>3606-94-94</td>
<td>1,000,000</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
<td>7340-62-23</td>
<td>2,000,000</td>
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<tr>
<td>UMBRELLA LIABILITY</td>
<td>M1LM5M8m70000436</td>
<td>5,000,000</td>
</tr>
<tr>
<td>CYBER</td>
<td>W311DB10101</td>
<td>50,000</td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

**CERTIFICATE HOLDER:**

**CITY OF CHARLESTON**  
**PROCUREMENT DIVISION**  
75 Calhoun Street Suite 3500  
Charleston, SC 29401

**CANCELATION**  
**See Attachment**

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

**AUTHORIZED REPRESENTATIVE**

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### Excess Liability Tower

<table>
<thead>
<tr>
<th>Policy</th>
<th>Carrier</th>
<th>Policy Form</th>
<th>Policy #</th>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Umbrella 5x1</td>
<td>Market Insurance Company</td>
<td>12/29/2021 - 12/29/2022</td>
<td>MKLM66MM70000436</td>
<td>Each Occurrence General Aggregate</td>
<td>$5,000,000 $5,000,000</td>
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<tr>
<td>Excess Liability 1 5x5</td>
<td>Sompo America Fire Marine Ins Co</td>
<td>12/29/2021 - 12/29/2022</td>
<td>ELD30014673100</td>
<td>Each Occurrence General Aggregate</td>
<td>$5,000,000</td>
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<tr>
<td>Excess Liability 2 5x10</td>
<td>Starstone Insurance Co</td>
<td>12/29/2021 - 12/29/2022</td>
<td>72089L210ALJ</td>
<td>Each Occurrence General Aggregate</td>
<td>$5,000,000</td>
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<tr>
<td>Excess Liability 3 10x15</td>
<td>Federal Insurance Company</td>
<td>12/29/2021 - 12/29/2022</td>
<td>7619-54-60</td>
<td>Each Occurrence General Aggregate</td>
<td>$10,000,000</td>
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</table>

Client Name: Municipal Emergency Services, Inc.
<table>
<thead>
<tr>
<th>Qty.</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tbody>
<tr>
<td>233</td>
<td>X8915025305A04</td>
<td>5.5 Air-Pak X3 Pro, Snap Change, EZ-Flo+ Regulator with QD Hose, Universal EBSS, SEMS PASS</td>
<td>$8,299.00</td>
<td>$1,467,667.00</td>
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<tr>
<td>477</td>
<td>200970-01</td>
<td>45-Minute, 5500 psig, Carbon cylinder &amp; valve, Snap Change</td>
<td>$769.00</td>
<td>$368,813.00</td>
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<tr>
<td>18</td>
<td>X8915025305H04</td>
<td>5.5 Air-Pak X3 Pro, Snap Change, EZ-Flo+ Regulator with QD Hose, Universal EBSS, SEMS PASS (HAZ-MAT)</td>
<td>$6,299.00</td>
<td>$113,382.00</td>
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<tr>
<td>36</td>
<td>200973-01</td>
<td>60-Minute, 5500 psig, Carbon cylinder &amp; valve, Snap Change</td>
<td>$849.00</td>
<td>$30,564.00</td>
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<tr>
<td>0</td>
<td>201215-27</td>
<td>SMALL Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
<td>0</td>
<td>0</td>
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<tr>
<td>400</td>
<td>201215-28</td>
<td>MEDIUM Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
<td>$310.00</td>
<td>$124,000.00</td>
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<tr>
<td>0</td>
<td>201215-29</td>
<td>LARGE Facepiece, AV-3000 HT, 4-strap Kevlar, Right comm bracket</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>25</td>
<td>805753-01</td>
<td>Byeglass Holder Kit for AV-3000 HT</td>
<td>$48.00</td>
<td>$1,225.00</td>
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<tr>
<td>12</td>
<td>200266-04</td>
<td>Pak-Tracker Hand Held Receiver (HHR) with Extended Range</td>
<td>$1,452.00</td>
<td>$17,424.00</td>
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<tr>
<td>8</td>
<td>200433-01</td>
<td>Pak-Tracker Truck Mount Charger, 12-volt</td>
<td>$534.00</td>
<td>$4,272.00</td>
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<td>4</td>
<td>200434-01</td>
<td>Pak-Tracker Desk Top Charger, 110-volt</td>
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<td>$1,892.00</td>
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<td>8005197</td>
<td>Scott Connect Monitor Telemetry Software</td>
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<tr>
<td>1</td>
<td>8006951</td>
<td>Scott Connect Monitor Telemetry Software, Pro Package Add-On</td>
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<tr>
<td>5</td>
<td>201088-03</td>
<td>SEEMS II USB Gateway</td>
<td>$1,732.00</td>
<td>$8,660.00</td>
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<tr>
<td>2</td>
<td>201051-01</td>
<td>SEEMS II Repeater Assembly</td>
<td>$1,610.00</td>
<td>$3,220.00</td>
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<tr>
<td>175</td>
<td>201276-11</td>
<td>EPIC3 RDI - Voice Amplifier / Radio Direct Interface for MOTOROLA APX</td>
<td>$599.00</td>
<td>$104,825.00</td>
</tr>
<tr>
<td>2</td>
<td>201243-02</td>
<td>EPIC3 Bluetooth (BT) Programmer</td>
<td>$215.00</td>
<td>$430.00</td>
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<tr>
<td>15</td>
<td>201564-12</td>
<td>5500 psig, Rit-Pak Fast Attack, Medium, Rectus Fittings, AV-3000 SS, EZ-Flo+</td>
<td>$2,295.00</td>
<td>$34,425.00</td>
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<tr>
<td>15</td>
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<td>45-Minute, 5500 psig Carbon cylinder &amp; valve, 90° degree valve</td>
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<td>4</td>
<td>SAR424060441001</td>
<td>Skn-Pak AT, 4500 psig, 15-minute Carbon cylinder, Kevlar harness, EZ-Flo+ Regulator with QD hose, Hansen fitting, less facepiece</td>
<td>$2,299.00</td>
<td>$9,196.00</td>
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<tr>
<td>8</td>
<td>30010-100</td>
<td>100 foot, Supply hose, Hansen</td>
<td>$399.00</td>
<td>$3,192.00</td>
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<tr>
<td>8</td>
<td>30010-050</td>
<td>50 foot, Supply hose, Hansen</td>
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<tr>
<td>1</td>
<td>805826-01</td>
<td>4-Outlet, Mobile Air Cart, Hansen Fittings</td>
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<td>$2,519.00</td>
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<tr>
<td>1</td>
<td>200070-01</td>
<td>8-Outlet, TRC-1 Air Cart, Hansen Fittings</td>
<td>$5,556.00</td>
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<tr>
<td>2</td>
<td>M70</td>
<td>5500 psig Upgrade (for Posi3) w/Posi3 USB Software Update, Version 5.0.0.11S, lifetime update</td>
<td>$389.00</td>
<td>$778.00</td>
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<tr>
<td>ID</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit Cost</td>
<td>Total Cost</td>
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<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
<td>----------</td>
<td>-----------</td>
<td>-------------</td>
</tr>
<tr>
<td>80435-17</td>
<td>Med Press Posi3 Hose (Rectus/CEJN Fem QD)</td>
<td>2</td>
<td>$129.00</td>
<td>$258.00</td>
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<tr>
<td>201146-02</td>
<td>Med Press Posi3 Hose (Rectus/CEJN Male QD)</td>
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<td>200225-01</td>
<td>X3/NxG Snap-Change HP Hose/Adapter Kit</td>
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<td>31003035</td>
<td>Posi3 USB Hi Pressure Manifold</td>
<td>2</td>
<td>$1,253.00</td>
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<tr>
<td>31003034</td>
<td>Posi3 USB Lo Pressure Manifold</td>
<td>2</td>
<td>$988.00</td>
<td>$1,976.00</td>
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<tr>
<td>31002958</td>
<td>RIT-PAK III HP Manifold Plug to Posi3 USB</td>
<td>2</td>
<td>$3.99</td>
<td>$7.98</td>
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<tr>
<td>10009720</td>
<td>Ska-Pak Posi3 Reducer Connect Fitting</td>
<td>2</td>
<td>$26.00</td>
<td>$52.00</td>
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<tr>
<td>804825-01</td>
<td>Ska-Pak Posi3 Regulator Connect Fitting</td>
<td>2</td>
<td>$45.00</td>
<td>$90.00</td>
</tr>
<tr>
<td></td>
<td>Training/Certification Process (see Clarifications)</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Delivery/Installation</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>Freight</td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td></td>
<td><strong>9% Tax on Items</strong></td>
<td></td>
<td></td>
<td><strong>$2,319,283.98</strong></td>
</tr>
<tr>
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<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$2,528,019.54</strong></td>
</tr>
</tbody>
</table>

Provide discount of spare/loose parts providing for the duration of the contract. An itemized list of spare parts would be helpful, but not necessary. The City understands that spare parts product numbers, etc. may change depending on any upgrades or changes of the SCBAs during the course of this contract.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT: Police Department
SUBJECT: INCIDENT TRACKING SOFTWARE (COSSAP GRANT)
REQUEST: Approval to establish a contract for Incident Tracking Software with Kelley Research Associates, 64 Christopher Rd., Norwell, MA 02061. Solicitation #22-P011R

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 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
Police Department X
Procurement Director

FUNDING: Was funding previously approved? Yes No N/A
If yes, provide the following: Dept./Div.: 240137 Account #: 58012
Balance in Account $85,000 Amount needed for this item $85,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: CFO
FISCAL IMPACT: COSSAP Grant #15PBJA-21-GG-0456-COAP

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.
Score-Sheet

Incident Tracking Software
Solicitation # 22-P011R

<table>
<thead>
<tr>
<th>Firm</th>
<th>Scores of Scorers</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Gear</td>
<td>60 35 65 62 44</td>
<td>266</td>
</tr>
<tr>
<td>Kelley Research Associates</td>
<td>85 70 100 91 89</td>
<td>435</td>
</tr>
</tbody>
</table>

Buyer: John Smith          Date: 4/9/2022
Witness: Joe Brown         Date: 10/9/22
STATE OF SOUTH CAROLINA                     
COUNTY OF CHARLESTON                           

AGREEMENT BETWEEN THE CITY OF CHARLESTON 
AND KELLEY RESEARCH ASSOCIATES FOR 
INCIDENT TRACKING SOFTWARE

THIS AGREEMENT is entered into this ___ day of ____________, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Kelley Research Associates (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Incident Tracking Software in accordance with Solicitation #22-P011R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #22-P011R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Cost Proposal
Exhibit F: Intellectual Property

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibits A, B, D, E and F as approved by the City in fulfilling its obligations as set forth in this Agreement. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

2. The Contractor shall provide the services as set forth and described in Exhibits A, B, D, E and F as approved by the City to this Agreement and specifically detailed in any Purchase/Work Orders, if any, as may be issued from time-to-time by the City.

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

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

§2. CONTRACT TERM

The initial term of this Agreement shall be for a period of one (1) year from the date of execution. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $85,000.00 (Eight-Five Thousand Dollars and Zero Cents) to be made in accordance with the Request for Proposal, Addenda and the Contractor(s)’ Proposal Response and Cost Proposal, Exhibits A, B, D, and E. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor’s request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

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

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

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

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

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

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

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

§6.  INDEMNIFICATION

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

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

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

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

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

To:
Kelley Research Associates
Pamela Kelley
Executive Director
64 Christopher Rd.
Norwell, MA 02061

With copies to:

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the “SCDRT”). When and if the City receives an executed SCDRT form 1-312, Nonresident Taxpayer Registration Affidavit—Income Tax Withholding, such withholding shall cease.

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

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

________________________

Date: _____________________

Name

Date: _____________________

WITNESSES FOR VENDOR:

________________________

Date: 7/8/22

Name

Date: 7/8/22

________________________

Pamela Kelley
Executive Director
Date: 7/8/22
EXHIBIT A

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

Proposal Number: 22-P011R  Proposals will be received until: May 26, 2022
Proposal Title: Incident Tracking Software
Mailing Date: April 20, 2022  Direct Inquiries to: Robin B. Robinson
Vendor Name:                      FEIN/SS#:  
Vendor Address:                     
City – State – Zip:              
Telephone Number:             Fax Number:  
Minority or Women Owned Business:  
Are you a certified Minority or Women-Owned business in the State of South Carolina? □ Yes □ No
If so, please provide a copy of your certificate with your response
Authorized Signature: 
Title:                       
Date:                        

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

IMPORTANT

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

The City of Charleston, South Carolina has received funds from the US Department of Justice, Office of Justice Program, Bureau of Justice Assistance (BJA) for the Comprehensive Opioid Stimulation and Substance Site-based Program.

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

3. DEADLINE FOR SUBMISSION OF OFFER: Any proposal or offer received after the Procurement Director or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the proposal opening.
4. Questions regarding this solicitation must be submitted in writing to Robin Barrett Robinson no later than 1:00pm on May 10, 2022. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.

**INSTRUCTIONS TO OFFERORS**

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

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

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

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

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

4. Proposals should be typewritten or computer-generated; however, if this is not possible, the hand writing must be legible. A Proposal shall include, but is not limited to, addresses of all legal entities which will participate in the proposed services. The type of organization of the Bidder, whether individual, firm, partnership, corporation, joint venture or other legal entity, shall be stated. Any affiliations, parent-subsidiary relationships, and corporate identities including the names of the principals of such legal entity must be fully disclosed and clearly explained.
5. If an error is made before submitting the proposal, the error should be crossed out, corrections entered and initialed by the person signing the proposal. Erasures or use of typewriter correction fluid may be cause for rejection. No proposal shall be altered or amended after specified time for opening.

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

7. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request “at cost” for the City’s internal use. The City reserves the right to reproduce proposals for internal use in the evaluation process.

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

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

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

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

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

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

14. The City reserves the right to request satisfactory evidence of their ability to furnish services in accordance with the terms and conditions listed herein. The City further reserves the right to make the final determination as to the Offeror’s ability to provide said services.
15. The Offeror is solely responsible for all costs and expenses associated with the preparation of the proposal and of any supplementary presentation (including any oral presentation) requested by the City.

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

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

17. OFFEROR REPRESENTATIONS
   Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

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

19. ADDENDA/CHANGES
Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City’s Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City’s Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City’s Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City’s website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

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

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION
Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts’ Coordinator, 75 Calhoun Street, Suite 3500 Charleston, SC 29401.
23. **NOTICE OF AWARD OF CONTRACT**
   The successful Offeror shall be notified of acceptance of its Proposal by a written Notice of Award of Contract. Successful Offeror(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Offeror(s) prior to issuance of the Notice to Proceed.

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

25. **OTHER CONTRACTS**
   The City of Charleston may undertake or award other contracts for portions of the work or additional work, and the Contractor(s) shall fully cooperate with such other contractors and City of Charleston employees and carefully fit its own work to such work as may be directed by the City. The Contractor(s) shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by City of Charleston employees.

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

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

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

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Contract. Such costs are to include defense, settlement and reasonable attorneys’ fees incurred by the City and its employees. This promise to indemnify shall include bodily injuries or death occurring to Contractor’s employees and any person directly or indirectly employed by Contractor (including without limitation any employee of any subcontractor), the City’s employees, the employees of any other independent contractors, or occurring to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of the contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

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

31. ASSIGNMENT
The Contractor(s) shall not assign in whole or in part its duties under the contract without the prior written consent of the City of Charleston. The Contractor shall not assign any money due or to become due to it under this contract without the prior written consent of the City of Charleston.
32. SUBCONTACTORS
   A) If any subcontractors shall be used for this project, the Contractor shall provide to the City's Director of Procurement a list of names of any of the intended subcontractors, the subcontractor's applicable license number(s), and a description of the work to be done by each subcontractor, if requested.

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

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

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

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

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

34. TERMINATION
   A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with a minimum of sixty (60) days written notice and shall compensate Contractor for all necessary and reasonable direct costs of performing the services actually accomplished as of the date of termination. No other costs shall be allowed for a termination for convenience. No damages shall be allowed for a termination for convenience.

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

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

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

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

36. **COMPLIANCE WITH LEGAL REQUIREMENTS**
All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor(s) throughout the pendency of this Project. The Contractor(s) shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Contract.

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

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

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

39. **STATE AND LOCAL TAXES**
A) Except as otherwise provided, contract prices shall include all applicable state and local taxes.

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

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

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

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

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

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

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

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

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

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

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

48. UNSUCCESSFUL OFFERORS
Offerors not awarded a contract under this solicitation, may request return of their proposals within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Offeror. If Federal Express, UPS, or other shipping number is not received with request, all materials shall be destroyed.
49. **PAYMENT FOR GOODS & SERVICES**
Payment for goods & services arising out of the contract resulting from this Solicitation and received by the City shall be processed within 30 days of receipt of a valid invoice.

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

51. **NON-DISCRIMINATION**
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability, religion, sexual orientation or gender identity and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause. The City's Equal Employment Opportunity Plan Utilization Report is available on the city website at [http://charleston-sc.gov/index.aspx?nid=246](http://charleston-sc.gov/index.aspx?nid=246). To receive a paper copy of the report by mail, please contact Human Resources at (843) 724-7388.

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

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

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

55. **PROMPT PAYMENT DISCOUNT TERMS**
Prompt payment discount terms will be calculated from the point of complete order acceptance for services and/or commodities ordered.
56. REJECTION
The City reserves the right to reject any proposal that contains prices for individual items or services that are unreasonable when compared with the same or other proposals if such action is in the best interest of the City.

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

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

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

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

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

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

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

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

65. CONTRACT TERMS
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston’s Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:
1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.
   - AND
   - Affidavit B – Work to be Performed by Minority and/or Women-owned Firms
   - OR
   - Affidavit C – Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

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

Name of Company: ________________________________
Signature ________________________________ Date ________________________________
Print Name ________________________________ Title ________________________________
Witness ________________________________
AFFIDAVIT A
Page 1 of 2

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

Affidavit of ________________________________

(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

☐ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

☐ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

☐ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

☐ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

☐ 5. Attended any pre-solicitation meetings scheduled by the City.

☐ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

☐ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

☐ 8. Provided MWBE assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

☐ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

☐ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

☐ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date:________________________ Name of Authorized Officer (Print/Type): __________________________________________

Signature:________________________________________ Title: __________________________________________
AFFIDAVIT A
Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts
(Use as many sheets as necessary)

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

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
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<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>minority group type</td>
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<tr>
<td>Minority Firm Fax Number</td>
<td>(African American)</td>
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<tr>
<td>DBE Certification Number</td>
<td>(Women)</td>
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<td>Follow up Verification</td>
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<td>Follow up Verification</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: ____________  Name of Authorized Officer (Print/Type): ________________________________________

Sworn to before me this _____ day of ________, 20__

Notary Public for the State of ________________________________ Title: ________________________________

Print Name: ________________________________ Phone Number: ________________________________

Address: ________________________________
AFFIDAVIT B

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

Affidavit of _____________________________. I hereby certify that on the
(Name of Bidder)
______________________________________, Total Project Amount $______________

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

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>*Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
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</table>

Total MBE Participation: __________% $________

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

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

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

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

Signature: _____________________________________________

Title: _________________________________________________

Sworn to before me this ______ day of ___________, 20____.

My Commission Expires: ______________________________

Print Name: _________________________________________

Phone Number: _______________________________________

Address: ____________________________________________

Notary Public for the State of ___________________________

Notary Seal: __________________________________________
AFFIDAVIT C

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

Affidavit of _____________________________________________

(Name of Bidder)

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

(Name of Project)

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

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

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

Date:__________ Name of Authorized Officer (Print/Type):________________________________________

Signature:______________________________________________

Title:__________________________________________________

Sworn to before me this ______ day of __________________, 20__
Notary Public for the State of __________________________________
My Commission Expires:____________________________________
Print Name: ___________________ Phone Number:__________________
Address: ______________________

Notary Seal
GENERAL INFORMATION

INTRODUCTION
The City of Charleston is seeking proposals from individuals, firms, teams, or companies to provide training and technical assistance for implementing a software product that facilitates maintenance and analysis of all program data including overdose incident and follow-up visit information; contains an internal communication system that facilitates cross-sector collaboration; and provides key stakeholders with necessary program reports.

The City of Charleston, South Carolina has received funds from the US Department of Justice, Office of Justice Program, Bureau of Justice Assistance (BJA) for the Comprehensive Opioid Stimulant and Substance Site-based Program.

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

QUESTIONS
Every effort has been made to ensure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov. Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on May 10, 2022. No interpretation shall be binding upon the City unless in writing from the City’s Corporate Counsel.

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

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

PROPRIETARY INFORMATION
If an Offeror does not desire proprietary information in the Proposal to be disclosed, the Offeror shall identify all proprietary information in the Proposal. This identification will be done by individually marking each page with the words “Proprietary Information” or “Confidential” on which such proprietary information is found. If the Offeror fails to identify proprietary information, it agrees that by submission of its Proposal that those sections shall be deemed non-proprietary and made available upon request through the Freedom of Information Act.
UNAUTHORIZED COMMUNICATIONS
Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

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

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

SUSPENSION AND DEBARMENT
The Offeror certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal, state or local agency. Where the Offeror is unable to certify to any of the statements in this certification, such Offeror shall attach an explanation to this proposal.

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

CONTRACT TERMS
The initial term of the Agreement shall be for one year. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest; said extension will be on an annual basis and shall not exceed four (4) additional one (1) year periods.

VENDOR'S DUTY TO INSPECT & ADVISE AND DECLARE ALL COSTS
Each Vendor shall become fully acquainted with the City's requirements and the scope of commodities and/or services to be provided. Vendor shall have a duty to request any information from the City as it deems necessary to prepare the RFP. No change order will be granted or additional compensation permitted if based upon information the Vendor knew or should have known as part of the Vendor's duty to become acquainted with the City's circumstances and requirements.
RECEIPT OF PROPOSALS
Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt (May 26, 2022 at 12:00pm) of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

NUMBER OF PROPOSALS SUBMITTED
Each Vendor must submit one (1) unbound Original and six (6) Bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive) (Please have submittal on flash drive as 2 documents only: Proposal and Cost). Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note “Original” on the original proposal.

REQUIRED FORMS AND SIGNATURE PAGES
Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and appropriate Affidavit
- Any Addenda

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

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

Responses shall be completed in accordance with the requirements of this RFP. Statements made by an Offeror shall be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.
PROPOSAL PREPARATION
Proposals should provide a straightforward and concise description of the consultant’s capabilities to satisfy the requirements of the RFP. It should explain the work to be performed, how the work will be accomplished and the results expected.

All qualifications should be complete and carefully worded and should convey all of the information requested by the City. If errors or exceptions are found in the response, or if the response fails to conform to the requirements of the RFP, the City will be the sole judge as to whether the variance is significant enough to reject the submitted proposal.

PROPOSAL FORMAT
Proposals are to be prepared in a manner designed to provide the City with a straightforward presentation of the Offeror’s capability to satisfy the requirements of this RFP.

The Original should be single sided and the copies can be bound (double sided) and all documentation submitted with the proposal should be bound in that single volume, where practical.

a) All proposal packages should be clearly marked “22-P011R Incident Tracking Software” and submitted in a sealed envelope. Copies of proposals do not need to be submitted in individual envelopes.

b) Technical and Price proposals should be submitted together in one box/mailing container; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal. Please do not waste envelopes putting each copy of the proposal in a separate envelope.

c) Proposals must be submitted by mail or hand delivered to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

d) Proposals must be received in the City’s Procurement Office no later than 12:00pm on May 26, 2022. Late proposals will not be accepted for any reason.

e) No more than one proposal may be submitted by any Vendor.

f) The proposal must be signed by an official authorized to contractually bind the Vendor.

g) All forms from this solicitation requiring signature must be included in the proposal.

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

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

After the proposals are evaluated, the City will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The City may choose not to require formal presentations or interviews. The City may choose to contact officials from other jurisdictions regarding the vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific vendor in order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the contract.

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

Criteria Factors

- Business Plan - Demonstration in proposal of plan to accomplish required services.
- Previous and Current Experience, Competence, and Capacity for Performance – Ability to demonstrate that they possess the depth and knowledge, skill, formal processes and experience. Provide firm history and demonstrate ability to provide information as requested in the scope of work. References (minimum 4) with contact information provided for similar jobs performed.
- Innovative, Value Added Services Beyond Basic Requirements – Consultant’s understanding of what it will take to successfully achieve the goals and objectives of the requested services. Proposed revisions and/or changes to the Scope of Services that would better serve the City. Project organization, proposed work plan, and ability to meet project schedule.
- Quality of Proposal – Proposal presentation, quality of responses
- Cost of Service – The budget is reasonable for the scope of services proposed and provides good value for the City

It is the Offeror’s responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.
# NO PROPOSAL RESPONSE FORM

<table>
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<th>Proposal Number: 22-P011R</th>
<th>Proposals will be received until: May 26, 2022</th>
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<tbody>
<tr>
<td>Proposal Title:</td>
<td>Incident Tracking Software</td>
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<tr>
<td>Mailing Date: April 20, 2022</td>
<td>Direct Inquiries to: Robin B. Robinson</td>
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<td>Vendor Name:</td>
<td>FEIN/SS#:</td>
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<td>Telephone Number:</td>
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<td>Minority or Women Owned Business:</td>
<td>□ Yes □ No</td>
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<td>Are you a certified Minority or Women-Owned business in the State of South Carolina?</td>
<td>If so, please provide a copy of your certificate with your response</td>
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<td>Authorized Signature:</td>
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I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be sent in if not sending in a submission.

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

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

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

Comments: ______________________________________________________

______________________________________________________________
CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

Company Name
As registered with the IRS

Authorized Signature

Correspondence Address

Printed Name

City, State, Zip

Title

Email

Telephone Number/Toll Free Also (If Available)

Remittance Address

Fax Number

City, State, Zip

Date

Federal Tax ID (FEIN)/SS Number

SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?  
☐ Yes  ☐ No  
If so, please provide a copy of your certificate with your response.
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

(a) to be excess insurance over any project professional liability policy, and
(b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy’s limits of liability are exhausted, or if the policy expires.

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers’ Compensation

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

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

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

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.
H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401
## References

Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope and/or Statement of Work. If the references have not used similar services, please outline the services that your company has provided to these clients.

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Scope of Work and Specifications for Incident Tracking Software for the Comprehensive Opioid, Stimulant and Substance Abuse Site-Based Program (COSSAP Grant)

The purpose of this solicitation is to select a Vendor that can provide a software product, or service, to support countywide police led programs intending to document all overdose incidents within county jurisdictions, document all outreach attempts to individuals who have overdosed or are at-risk for overdose, and facilitate the transition of those experiencing drug overdoses to treatment. The City of Charleston is seeking proposals from individuals, firms, teams, or companies to provide training and technical assistance for implementing a software product that facilitates maintenance and analysis of all program data including overdose incident and follow-up visit information; contains an internal communication system that facilitates cross-sector collaboration; and provides key stakeholders with necessary program reports.

The ultimate goal is to identify trend data at the community and county levels through enhanced case management and overdose monitoring. Like many other communities across both South Carolina and the country, Charleston County continues to experience significant challenges associated with both fatal and non-fatal overdoses. Charleston County has been involved in a multi-year effort called the Addiction Crisis Task (ACT) Force to develop countywide, multidisciplinary response focused on getting people with substance-use disorder access to treatment.

Functions to be performed by the individuals, firms, teams, or companies
The Vendor will include training and technical assistance for implementing the software for users within the identified agencies who will be utilizing it. This software should be customizable and ready for deployment within 30 days from the date of contract, and the system should be a proven concept. The Vendor will provide continued support during the contracted period.

Deliverables
The software must either include a countywide license for supportive ACT Force member agencies involved in this grant opportunity or provide approximately 30 individual licenses to cover the same. The software needs to be able to produce data and analytics for use in year-end reports. The following features, or the equivalent of, are essential features of the software solution that the City of Charleston desires. The proposer should respond in a format that ensures these features are addressed as being provided in the solution, as part of the base functionality, or if there is additional cost associate with the features:

Resources
- Overdose incident entry facilitated by customizable drop down fields
- Individual data captured during entry and allowing for name entry linkage to prior entries
- Overdose incident records stored and searchable
- Internal incident notification system
- Manage and document follow up assignment and resources offered
- Real time reporting tools

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Administrative Features
- Administrator defined tabs/fields for records in system
- Reports for quarterly, annual, etc. data and trends

Connections
- Resource sharing between departments
- Ability to share specific incidents from one department to another

Interfaces
- API link from software to Overdose Detection Mapping Application Program (ODMAP) allowing for near real time updates from software side entry to link update

Access and Security
- Access from any web-enabled computer or tablet device
- Industry standard or better security protections in place

The Cost Proposal should include a Master Rate Card that will serve as the price guide for participating entities. The Master Rate Card should include the following:
- Any and all costs associated with the software, to include, but is not limited to, annual licenses and/or recurring fees, one-time service fees, technical service fees, recurring service fees, training, and any other cost measure that a participating entity may be required to pay to implement and maintain the selected software solution.
- Outline any tier-based pricing or price ranges based upon a fixed unit cost that would need to be considered (i.e. citizen count, employee count, workforce count, etc.)
- Identify and differentiate between required services and optional/value-added services and provide pricing for all available services with estimated timelines for completion (as applicable)
- Any services included on the Master Rate Card should include a Statement of Work (SOW) as an attachment to the Master Rate Card.
- Identify any rate changes in the Master Rate Card that should be considered for the duration of the contract.
- Any additional information, pricing, services that the Proposer will want to be made available to the Participating Entities during the sales cycle.
Vendor’s Checklist

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

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

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

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

5. Did you mark your “Original” Proposal and provide the required # of copies if requested?
   ____ Yes ____ No

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

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

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

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

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

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

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

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

ADDENDUM #1 Q&A

DATE: May 19, 2022
TO: All Bidders
FROM: Robin B. Robinson
RE: 22-P011R – Incident Tracking Software

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

** PLEASE NOTE the Due Date has been extended from May 26, 2022 @ 12:00pm to June 1, 2022 @ 12:00pm.

Q-1 Regarding page 9 (#39) describing state and local taxes. Given that this proposal will be for access to a digital service through a license fee and no physical software is provided, I would like to confirm that the 2% income tax withholding and 9% sales/use tax is not applicable in this case?

A-1 If we are not receiving tangible software, then taxes are not required for this purchase.

Q-2 Regarding page 10 (#42) describing ownership of material. We agree that all data entered by the City of Charleston and any material/reports/documentation produced for the City of Charleston is the property of the City, but I would like to confirm that we maintain sole ownership of the software/digital service and any modifications made to that software/digital services.

A-2 “Ownership of all data, material and documentation originated and prepared for the City pursuant to this contract shall belong exclusively to the City.” This would not include any intellectual property rights that a company has in its product or the development or modification of such products.

Q-3 Regarding pages 14, 15, 16 & 17 describing Minority/Women Owned Business stipulations. We are a woman owned business, as I am sole proprietor, sole owner, and I am a female. However, I have no physical location South Carolina, so I do not have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office and I am ineligible to apply for one. Our company will also be supplying this license to the digital system/software on our own and will not be hiring anyone to
produce the system. It is an existing software that is already built and the exclusive property of our company. So I do not see how Affidavit A or B is applicable and would not know how to complete those forms since I will not be reaching out to any businesses or firms to complete this contract. Please advise if I can simply write Not Applicable on these forms or is there something else I must do to be in compliance.

A-3 You do not have to be physically in SC to be become a certified vendor on the City of Charleston M/WBE vendor list. Since you are self-performing the work of the RFP, you just need to complete page 14 by checking off Affidavit C, completing, and returning it with your proposal. Also, here is the link on how to get certified if you are interested: https://www.charleston-sc.gov/127/Minority-Women-Owned-Business-Enterprise.

Q-4 Regarding page 26 (#3 & #4) describing insurance requirements. We do not own any vehicles and will never be driving a vehicle in South Carolina as a part of this project. I would like to confirm the automobile insurance requirement is not applicable. Also, we are a sole proprietor agency and have no employees. Therefore, I would also like to confirm the Workers Compensation insurance is also not applicable.

A-4 If the vendor does not own any vehicles and will not be driving any vehicles within SC during the duration of the contract, then the City may consider waiving the automobile insurance requirement. The City may also consider waiving the minimum requirements as described in (C)(3) of the Insurance Requirements listed on page 26 of the RFP, but the City still requires that the awarded vendor be compliant with all Workers Compensation and Employers Liability Insurance laws required by the State of SC.

Q-5 Do the customizable dropdown fields require connections to external data sources or external applications to populate the options within the dropdown field or do you only need a solution that allows you to define the dropdown field options within the solution?

A-5 External connections are not required for the dropdown fields.

Q-6 Approximately how many data fields are needed to capture and display overdose incident information? Please list the data fields.

A-6 Under 100. Exact list of fields will be a fluid process with the selected vendor.

Q-7 Approximately how many data fields are needed to capture and display follow-up visit information? Please list the data fields.

A-7 Under 100. Exact list of fields will be a fluid process with the selected vendor.
Q-8  What is the average monthly volume of incidents projected or historically recorded?
A-8  Approximately 1200-1500 incidents County wide.

Q-9  Who initiates the reporting of an incident?
A-9  Calls for service from citizens or self-initiated by officers.

Q-10  Who will input the data into the solution?
A-10  Select assigned personnel in the involved agencies.

Q-11  Once an incident is recorded and if applicable, data is sent to ODMAP via API, what steps happen next? Are there review or approval steps? Are there any updates to the existing incident records?
A-11  No known review or approval steps on the ODMAP site after push. Looking for incremental changes to the API.

Q-12  How many users of the solution will update an existing incident record?
A-12  It will depend on the situation, could be any of the users depending on assignment.

Q-13  Would you provide details about what types of data is needed for analytics and year-end reports?
A-13  Everything that is quantifiable in the data fields.

Q-14  Would you please describe what is meant by “Internal incident notification system”?
A-14  User enters incident and an internal notification within software is sent to assigned users to follow up.

Q-15  Would you please clarify what is meant by “Resource sharing between departments”?
A-15  This will be a multi-jurisdictional system that will be separated by agency, but allow the agencies to see connected individuals within incidents.
Q-16 What criteria do you use to determine when a particular record should be sent to ODMAP?

A-16 Records being entered will relate to an overdose, alleged overdose or overdose fatality, all will need to be sent to ODMAP.

Q-17 Do you require the capture of any information form ODMAP via API or do you want the API to only send data to ODMAP? If you want to capture data from ODMAP, which fields of data from ODMAP will be captured and what criteria would be used to trigger the data capture action?

A-17 Sending data only.

Q-18 Is there a website link you can provide that contains information about ODMAP?

A-18 ODMAP.org

Q-19 What tools or methods are currently used to track information related to incidents and follow-up visits?

A-19 Internal methods individual to each agency (RMS, spreadsheets, etc.). No current sharing protocols.

Q-20 Do you want a solution that your team can easily make changes to without any coding? For example, add new fields, change incident form layout, configure/edit dashboards, and create/modify business intelligence reports?

A-20 Preferably.

Q-21 Do you require an audit trail for all data field changes in the system?

A-21 Yes.

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

_________________________________________  __________________________
Signature of Acknowledgement                  Date

_________________________________________
Company Name
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:
(a) to be excess insurance over any project professional liability policy, and

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401
EXHIBIT D
CRITICAL INCIDENT MANAGEMENT SYSTEM (CIMS)

Prepared for:
City of Charleston, SC
RFP Title: Incident Tracking Software
RFP #: 22-P011R

Prepared by:
Kelley Research Associates
64 Christopher Rd
Norwell, MA 02061

Contact Person
Pamela Kelley, Executive Director
Phone: (781) 635-8108
Email: pkelley@cimspublcsafety.com
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Executive Summary

This proposal is submitted by Kelley Research Associates (KRA), a small female-owned, sole proprietor, consulting and software development firm based in Norwell, MA. KRA has proposed a proprietary software product, Critical Incident Management System (CIMS), as the proposed solution to RFP 22-P011R. CIMS is currently operational in nine counties and over 300 communities across Massachusetts to assist communities help those suffering from substance use disorders get access to treatment. This software solution is an effective tool that creates linkages between police and their medical and recovery partners to track when overdoses and at-risk referrals occur, manage post-incident/referral outreach efforts, and facilitate access to treatment and support. CIMS will be an effective tool to support accomplishing the goals of the COSSAP initiative as delineated by the City of Charleston in the following ways:

Provide real-time assistance to individuals experiencing overdoses: Providing real time assistance requires an ability to know when incidents occur, share necessary information with connected partners, and have a process for managing post-incident follow-up strategies. CIMS integrates all this functionality into an easy-to-use user interface that is both intuitive and functional.

Facilitate in-person follow-up visits after critical incidents happen: CIMS allows community partners to document incidents in real time and to draw immediate connections between healthcare and recovery partners to be responsive to these events. This is done both by sharing data in a real time basis and with an integrated email communication portal that brings police into immediate contact with recovery support specialists.

Connect at-risk individuals to treatment/support: CIMS includes "at-risk" and "behavioral health" modules that facilitate creating access points to treatment for individuals identified as at-risk for an overdose or come into contact with the police for behavioral health/mental health incidents.

Flexible and easily accessible system: CIMS is a web-based application that can be used across technology platforms. It requires no special software or hardware to use.

Real-time reporting: CIMS provides real time access to essential reporting. Raw data can also be exported and provided to preauthorized stakeholders on an as needed basis.

Documentation of Outcomes: CIMS is designed to support documentation of critical outcome measures associated with police-led post-overdose/referral response programs.

ODMAP: CIMS integrates direct reporting to ODMAP. It provides maximum flexibility to "opt-in" or "opt-out" for participating communities.
Training/Support: Kelley Research Associates provides all required training and support for CIMS as part of its standard contract.

Vendor’s Organization, Experience, and Qualifications

This bid is submitted by Kelley Research Associates (KRA). Kelley Research Associates is a private, female owned, evaluation and research firm specializing in criminal justice, opioid prevention and intervention programming, community service, and education evaluation and research projects. Key project staff will include Ms. Pamela Kelley, Executive Director of KRA, and Dr. Sean Varano, Senior Research Associate with KRA. Both have over 20 years of experience providing technical assistance, training, research, and evaluation services to a variety of police, prosecution, substance use, and education efforts.

Pamela Kelley has over thirty years of experience in the field of research and evaluation. She holds a Master Degree in Public Administration from the Maxwell School at Syracuse University and completed her PhD coursework at Northeastern University where she has ABD status. Ms. Kelley has authored or co-authored over 100 evaluation and research technical reports. Ms. Kelley is also an Associate Professor in the Criminology Department at Stonehill College where she has taught for the past eighteen years. She teaches a variety of courses including Statistical Analysis for Criminology, Research Methods for Criminology, Police Administration, Introduction to Policing, Spatial Crime Analysis, Introduction to the Criminal Justice System, and Violent Crime: Federal Initiatives. Ms. Kelley’s areas of expertise include research and evaluation methods, criminal justice statistical analysis, law enforcement administration, opioid overdose research, gun violence, gang violence, domestic violence, children who witness violence, and crime mapping. Ms. Kelley was previously employed as the Research Director for the Crime and Justice Foundation in Boston, Massachusetts.

Sean Varano received his multi-disciplinary doctorate degree in criminal justice from Michigan State University in 2002 and has co-authored more than forty peer-reviewed journal articles, book chapters, and technical reports. Dr. Varano has extensive experience conducting field research with community-based organizations and law enforcement agencies. His research experience is in the areas of gang violence, opioid overdose research, characteristics of homicide events, urban crime and violence, gun use by youthful offenders, police organizations and strategies, and juvenile justice. He works with police and other criminal justice agencies toward making organizational changes to more effectively respond to crime. Dr. Varano is currently a Professor of Criminal Justice at Roger Williams University (Bristol, RI). Dr. Varano was previously employed as a grant manager/monitor with the United States Department of Justice’s Office of Community Oriented Policing Services (COPS Office).

KRA has a long history working with law enforcement and community-based organizations implementing innovative responses to crime and public health issues. The
majority of our current projects are public safety collaborative efforts involving criminal justice agencies, social service agencies, school departments, and community organizations and members. KRA staff assist these initiatives in developing goals, objectives, and performance measures; we develop evaluation plans, collect and analyze baseline data; conduct continuous research to assess the achievements of the programs; and provide constant feedback to the project coordinators. KRA has particular expertise in designing and implementing data collection systems to support grant funded efforts and fill gaps left by the limitations of local data. Our staff is very capable of managing a variety of research and evaluation projects and we pride ourselves on our ability to work in a challenging, fast-paced environment, which often combines many different agendas. Our goal is to remain objective, communicate with our partners in an open and honest way, and provide the best possible data and feedback in a timely fashion.

KRA also has extensive experience working with communities specifically implementing COSSAP grants. KRA is currently the identified research partner for six COSSAP funded projects across both Rhode Island and Massachusetts. CIMS is also the primary program management tool/incident tracking system used in five of those six collaborations.

A sampling of KRA’s current research, evaluation, and professional activities include the following projects. Please note, the list highlights the CIMS projects currently underway.

➤ **Franklin County CONNECT/CIMS Project**
   *Funded By: Franklin County Sheriff's Department*

   This project involves the development, maintenance, and analysis of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Franklin County and the Sheriff’s Department. KRA also serves as the Research Partner for the Franklin County CONNECT grant project providing data analysis and implementation assistance to expand the post-overdose outreach efforts in the county.

➤ **Hampden County Outreach/CIMS Project**
   *Funded By: Hampden County Sheriff's Department*

   This project involves the development, maintenance, and analysis of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Hampden County and the Sheriff's Department.
➢ **Worcester County Outreach/CIMS Project**  
*2020 - Present*

*Funded By: Worcester County District Attorney’s Office*

This project involves the development and implementation of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Worcester County, MA.

➢ **New Bedford PD COSSAP/CIMS Project**  
*2020- Present*

*Funded By: Bureau of Justice Assistance, U.S. Department of Justice*

This project involves serving as the Research Partner for the New Bedford Police Department’s COAP grant project providing data analysis and implementation assistance to expand the LEAD post-overdose diversion and outreach efforts in the City of New Bedford, MA.

➢ **Barnstable County Outreach/CIMS Project**  
*2020 - Present*

*Funded By: Barnstable County Department of Human Services*

This project involves the development, maintenance, and analysis of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Barnstable County, MA.

➢ **Drug Free Communities Grant**  
*2020 - Present*

*Funded By: High Point Treatment Center & CADCA*

This project involves creating and analyzing a student survey that responds to the Drug Free Communities Grant reporting measures regarding 30-day use, perception of harm, parental approval, and peer approval of prescription drugs and marijuana in grades 8, 9, 11, and 12.

➢ **Substance Abuse and Mental Health Administration, Strategic Prevention Framework (SPF) Grant**  
*2020 - Present*

*Funded By: High Point Treatment Center & the Substance Abuse and Mental Health Administration*

This project involves creating and analyzing a survey that will collect data to evaluate the effectiveness of the SPF Grant goals of reducing alcohol and marijuana use among middle school students in the ten participating communities in southeastern Massachusetts.

➢ **Champion Plan Comprehensive Opioid Abuse Prevention Grant**  
*2020 – Present*

*Funded By: Bureau of Justice Assistance, U.S. Department of Justice*

This project involves evaluating the Champion Plan’s Tier 2 COSSAP initiative which provides intensive case management and referral services to those individuals with two or more program intakes within six months.
- **Bristol County Outreach/CIMS Project** 2019 - Present
  *Funded By: Bristol County District Attorney’s Office*
  
  This project involves the development and implementation of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Bristol County, MA.

- **Middlesex County Outreach/CIMS Project** 2019 - Present
  *Funded By: Middlesex District Attorney’s Office & Middlesex County Chiefs of Police Association*
  
  This project involves the development and implementation of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Middlesex County, MA.

- **Norfolk County Outreach/CIMS Project** 2019 - Present
  *Funded By: Norfolk District Attorney’s Office*
  
  This project involves the development and implementation of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Norfolk County, MA.

- **Rhode Island HOPE Initiative** 2018 – Present
  *Funded By: State of Rhode Island & Bureau of Justice Assistance, U.S. Department of Justice*
  
  This project involves the development and implementation of a web-based real time opioid overdose incident and case management database for use by the statewide Rhode Island HOPE Initiative coordinated by the R.I. State Police.

- **Essex County Outreach Comprehensive Opioid Abuse Program/CIMS Project** 2018 - Present
  *Funded By: Bureau of Justice Assistance, U.S. Department of Justice*
  
  This project involves the development and implementation of a web-based real time opioid overdose incident and follow-up database for use by police departments in all cities/towns in Essex County, MA. KRA also serves as the Research Partner for the Essex County COAP grant project providing data analysis and implementation assistance to expand the post-overdose outreach efforts in the county.

- **Plymouth County Outreach Comprehensive Opioid Abuse Program / CIMS Project** 2016 - Present
  *Funded By: Bureau of Justice Assistance, U.S. Department of Justice*
  
  This project involves the development, maintenance, and analysis of a web-based real time opioid overdose incident and follow-up database for use by
police departments in all cities/towns in Plymouth County. KRA also serves as the Research Partner for Plymouth County Outreach COAP grant assisting with the development, implementation, and evaluation of a Tier 2 enhanced outreach effort focused on individuals with three or more overdoses in six months.

**Length of Experience in the area of Case Management Systems:** KRA has demonstrated success developing case management systems to support community-based collaborations between police, healthcare providers, recovery specialists, and other criminal justice stakeholders such as jails for more than five years. As a legal entity, KRA has been in business for 22 years and currently has 15 active contracts. The Critical Incident Management System (CIMS), the overdose incident management system created by KRA, was first pilot in beta testing in late 2016, has been used to support police-led opioid intervention collaborations since April 2017. KRA then completed a substantial redesign of CIMS in 2018 to allow for unlimited expansion. The current platform has been fully operational since late 2018 and is currently being used by more than 300 police departments in nine counties across Massachusetts including Barnstable, Bristol, Essex, Franklin, Hampden, Middlesex, Norfolk, Plymouth, and Worcester. Hampshire and Berkshire counties will be launching the system during summer 2022.

**Bidders Knowledge of Law Enforcement programming, prevention and intervention, and non-profit community programming:** As described above, KRA has extensive experience working in the areas of law enforcement programming, prevention, and intervention focused community-based strategies, and working at the intersection between policing and non-profit agencies. Both project staff, Pamela Kelley and Sean Varano, have demonstrated more than 20 years of experience working directly in these areas. Kelley and Varano, under the umbrella of Kelley Research Associates, currently have a portfolio of 15 contracts involving coalition-based partnerships between police and both the healthcare and treatment sectors. While several of these projects are directly related to the CIMS software, several extend to other programming related to federal COSSAP funding. In terms of U.S. Department of Justice COSSAP efforts, Kelley and Varano are currently the research partners for the Rhode Island State Police’s HOPE initiative, Plymouth County Outreach, Essex County Outreach, the City of Brockton’s Champion Plan, and the New Bedford Police Department’s LEAD initiative, and Franklin County’s CONNECT program. Kelley and Varano have been the local research partner to the City of Brockton’s Champion Plan, which is a police-directed treatment model built on Gloucester Police Department’s Angel Program since 2016. Kelley and Varano recently co-authored a peer-reviewed
journal article on this effort. Kelley and Varano have also co-authored articles on the Plymouth County Outreach Project and Rhode Island's HOPE Initiative. Kelley and Varano also served as the research partner for the U.S. Department of Justice funded Project Safe Neighborhoods funding provided to the Plymouth County District Attorney's Office in 2018. In addition, both Kelley and Varano have extensive experience working with both the Brockton Police Department, New Bedford Police Department, and the Taunton Police Departments on their gang prevention/intervention efforts funded by both the Massachusetts Executive Office of Public Safety and Security (Senator Charles Shannon Community Safety Initiative) and the Executive Office of Health and Human Services (Safe and Successful Youth Initiative). Varano also currently serves as the research partner to the Providence Police Department's Smart Policing Initiative which was funded by the U.S. Department of Justice in 2017 and worked for the U.S. Department of Justice's Office of Community Oriented Policing Services (COPS Office) from 1995-1996. Both Kelley and Varano have been involved in dozens of similar initiatives over the span of their 20+ years of supporting community-based prevention/intervention collaborations.

Appendix

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Good Faith Effort Form and Appropriate Affidavit
- Reference List
Proposal Number: 22-P011R  Proposals will be received until: May 26, 2022
Proposal Title: Incident Tracking Software

Mailing Date: April 20, 2022  Direct Inquiries to: Robin B. Robinson

Vendor Name: Kelley Research Associates  FEIN/SS#: 34-1997567
Vendor Address: 64 Christopher Rd
City - State - Zip: Norwell, MA 02061
Telephone Number: 781-635-8708  Fax Number: N/A

Minority or Women Owned Business:
Are you a certified Minority or Women-Owned business in the State of South Carolina?  □ Yes □ No
If so, please provide a copy of your certificate with your response.

Authorized Signature: [Signature]  Title: Executive Director
Date: 5/21/21

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

IMPORTANT

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

The City of Charleston, South Carolina has received funds from the US Department of Justice, Office of Justice Program, Bureau of Justice Assistance (BJA) for the Comprehensive Opioid Stimulation and Substance Site-based Program.

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

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

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

[Signature]
Company Name
As registered with the IRS
64 Christopher Rd
Correspondence Address
Norwell, MA 02061
City, State, Zip
Kelley.p@comcast.net
Email

[Signature]
Authorized Signature
Pamela Kelley
Printed Name
Executive Director
Title

781-635-8108
Telephone Number/Toll Free Also (If Available)

64 Christopher Rd
Remittance Address
Norwell, MA 02061
City, State, Zip

N/A
Fax Number

5/13/22
Date

N/A
SC Sales Tax Number

Minority or Women-Owned Business:
Are you a certified Minority or Women-Owned business in the State of SC?
☐ Yes ☒ No
If so, please provide a copy of your certificate with your response.
MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “BIDLINE” link or by contacting Ruth Jordan, MBE Manager, 2 George Street, Suite 3600, Charleston SC, 29401, (843) 724-7434, jordanr@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

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


AND

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

OR

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

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

Name of Company: Kelley Research Associates
Signature: [Signature]
Print Name: [Print Name]
Witness:

Date: 5/17/22
Title: Executive Director
AFFIDAVIT C

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

Affidavit of Kelley Research Associates

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Incident Tracking Software (22-00112) contract. (Name of Project)

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

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

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

Date: 05/13/22 Name of Authorized Officer (Print/Type): Pamela Kelley

Signature: Pamela Kelley

Title: Executive Director

Sworn to before me this 13 day of May, 2022
Notary Public for the State of MA
My Commission Expires: Oct 17 2025
Print Name: Jennifer Moulton
Phone Number: 781-342-9988
Address: 489 Palmers Rd Norwell MA 02061

Notary Seal:
Not Applicable -
See Affidavit C

AFFIDAVIT A
Page 1 of 2

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

Affidavit of ________________________________ (Name of Bidder)

I have made a good faith effort to comply with the City of Charleston’s MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a “good faith effort”)

1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. Complete Affidavit A, Page 2.

2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.

3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.

4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.

5. Attended any pre-solicitation meetings scheduled by the City.

6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.

7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. (Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)

8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder’s suppliers in order to help such businesses in establishing credit.

9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.

10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.

11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

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

Signature: __________________________

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

<table>
<thead>
<tr>
<th>Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
<td>Minority Group Type</td>
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<tr>
<td>Minority Firm Fax Number</td>
<td>☐ (African American)</td>
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<tr>
<td>DBE Certification Number</td>
<td>☐ (Asian American)</td>
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<td>☐ (American Indian)</td>
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<td></td>
<td>☑ Follow up Verification</td>
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<td>☐ (Hispanic)</td>
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<td>☐ (Other)</td>
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<tr>
<th>Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
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<td>Minority Firm Fax Number</td>
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<td>DBE Certification Number</td>
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<tr>
<th>Minority Firm Name and Contact</th>
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<tbody>
<tr>
<td>Minority Firm Telephone Number</td>
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<td>DBE Certification Number</td>
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<tr>
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<tr>
<td>Minority Firm Telephone Number</td>
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I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

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

Sworn to before me this __________ day of ________________ 20_.

Notary Public for the State of __________________________
My Commission Expires: __________________________
Print Name: __________________________ Phone Number: __________________________
Address: __________________________
AFFIDAVIT B

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

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

(Attach additional sheets if needed)

<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></td>
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</tbody>
</table>

Total MBE Participation: _______% $ __________

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

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

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

Date: ____________________________ Name of Authorized Officer (Print/Type): ____________________________
Signature: ____________________________
Title: ____________________________

Sworn to before me this _____ day of ____________, 20__.
Notary Public for the State of ____________________________
Notary Seal: ____________________________
References

Offerors must supply a minimum of four (4) references for which they have provided the same or similar services being requested in the Scope and/or Statement of Work. If the references have not used similar services, please outline the services your company has provided to these clients.

Reference #1
Name: Vicky Butler, Program Director, Plymouth County Outreach
Address: East Bridgewater Police Department, 153 Central Street, East Bridgewater, MA 02333
Phone: Cell: (774) 434-5072 | Office: (508) 830-4218 X-261
Email: vbutler@plymouthcountyoutreach.org

Reference #2
Name: Dani Sinclair, Project Coordinator, Essex County Outreach
Address: Newburyport Police Department, 4 Green Street, Newburyport, MA 01950
Phone: (978) 462-4411 X-1007
Email: dsinclair@newburyportpolice.com

Reference #3
Name: Margaret Krippendorf, First Assistant District Attorney
Address: Norfolk District Attorney’s Office, 45 Shawmut Road, Canton, MA 02021
Phone: (781) 830-4830
Email: margaret.krippendorf@state.ma.us

Reference #4
Name: Nelson Colon, Project Manager – Worcester County Recovery Outreach
Address: Worcester County District Attorney’s Office, 225 Main St G-301, Worcester, MA 01608
Phone: (774) 317-2334
Email: Nelson.Colon2@mass.gov
EXHIBIT E
Cost Proposal/Master Rate Card
Incident Tracking Software
Proposal Number: 22-P011R

Kelley Research Associates proposes to complete the Incident Tracking Software project for the following software license and support costs.

**Initial Software License Fee & Support**

$55,000

This includes the initial system setup, first year system access license fee, ODMAP API feed set-up, three trainings, modifications including customization of system fields and option groups, and implementation support.

**Recurring Software License Fee & Support**

$15,000 (annually)

This includes the annual system access license fee, continued ODMAP API feed, ongoing technical assistance and user support (up to 20 hours), and one annual report. This fee is paid annually following the initial license year.

**Additional Pricing Costs**

Additional services requested beyond the submitted proposal will be charged at the rate of $110. per hour.

Submitted By:

[Signature]

Pamela Kelley, Executive Director
Kelley Research Associates
Kelley Research Associates
Critical Incident Management System
Proprietary Information Disclaimer

1. **Intellectual Property:** The licensee recognizes KRA is the exclusive owner of CIMS and all intellectual property contained therein. The licensee agrees to limit access to the CIMS system to staff who are directly engaged in the identified community projects. The licensee will not permit any third parties to have access to CIMS with the intent of gaining access to any design features or functionality of CIMS. The licensee will not provide any proprietary information about CIMS, including but not limited to screen shots, to any third parties.

2. **Software Ownership:** The Licensee acknowledges the CIMS software application is owned solely and entirely by KRA, including but not limited to all patents, patentable material, copyrights, trademarks, trade secrets, service marks, trade names, intellectual property and other proprietary rights in or related to the Software are and will remain the exclusive property of KRA whether or not specifically recognized or perfected in the laws of the jurisdiction in which the Software is used or licensed. Licensee will not take any action that jeopardizes KRA's proprietary rights or acquire any right to the Software or Confidential Information.

3. **Enhancements and Updates.** Any Enhancements and Updates provided to the Licensee under this Agreement shall be considered part of the Software, and as such shall be governed by the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement, KRA is under no obligation to provide Licensee with Enhancements, and KRA's obligation to provide Licensee with Updates is subject to the discretion of KRA, including Licensee's payment of the Annual License Fee.

4. **Note:** Nothing in this Disclaimer is intended to prohibit the sharing of any data or CIMS screen shots between the law enforcement agencies covered by this license including all law enforcement agencies within Charleston County. The purpose of this disclaimer is to prevent the copying or replication of the Critical Incident Management System (CIMS) software for use by a competitor.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Robert Somerville
DEPT. Traffic & Transportation

SUBJECT: THERMOPLASTIC MELTER (KETTLE) WITH TRAILER

REQUEST: Approval to purchase Thermoplastic Melters with Trailer from Mark Rite Lines Equipment, 5379 Southgate Dr., Billings, MT 59101

Solicitation #22-8013R

COMMITTEE OF COUNCIL: Ways & Means
DATE: August 16, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Traffic & Transportation
Procurement Director

Signature of Individual Contacted
Attachment

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

If yes, provide the following:

Dept./Div.: 940100
Account #: 58015

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: ARPA funds

Mayor’s Signature: [Signature]
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
### BID TABULATION SHEET
#### CITY OF CHARLESTON
Charleston, South Carolina

**Traffic & Transportation**

**DATE:** June 2, 2022

**Sol.#** 22-B013R

**Buyer:** ROBIN B. ROBINSON

<table>
<thead>
<tr>
<th>Date</th>
<th>M-B Companies, Inc.</th>
<th>Mark Rite Lines Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name</td>
<td>Ben Thomke</td>
<td>Duane Johnson</td>
</tr>
<tr>
<td>Company Rep</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number/Fax</td>
<td>920-898-1560</td>
<td>406-869-9900</td>
</tr>
<tr>
<td>Minorly</td>
<td>N</td>
<td>N</td>
</tr>
</tbody>
</table>

#### Thermoplastic Melter

<table>
<thead>
<tr>
<th>Qty.</th>
<th>Description</th>
<th>Unit</th>
<th>Total</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>1000lb. Capacity Thermoplastic Melter and Trailer</td>
<td>$109,525.00</td>
<td>$98,525.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Delivery/Shipping: $2,632.00, $4,350.00

**Sub-Total:** $112,157.00, $102,875.00

State Tax 9%: $10,094.13, $9,258.75

Training for City Personnel: $3,000.00, $3,850.00

**Total:** $125,251.13, $115,983.75

**Comments:**

**Buyer:** [Signature]

**Witness:** [Signature]
Bid Number: 22-B013R  Bids will be received until: June 2, 2022 @ 12:00pm

Bid Title: Thermoplastic Melter

Mailing Date: May 6, 2022  Direct Inquiries to: Robin B. Robinson

Vendor Name: Mark Rite Lines Equipment Co. Inc  FEIN/SS#: 32-0598795

Vendor Address: 5379 Southgate Drive

City – State – Zip: Billings, MT  59101

Telephone Number: 406-869-9900  Fax Number: 406-869-8800

Minority or Women Owned Business:  
Are you a certified Minority or Women-Owned business in the State of South Carolina?  □ Yes  □ No

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

Authorized Signature:  
Title: General Manager

Date: 6/1/22

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

IMPORTANT

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

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

3. DEADLINE FOR SUBMISSION OF OFFER: Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies’ mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin B. Robinson in writing no later than 1:00pm on May 17, 2022. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson at robinsonrb@charleston-sc.gov.
The trailer should be able to carry both melters and two Graco Thermolazer Promelt Applicators, and should feature:

- Powder coated trailer
- Bumper pull 14,000 lb. GVW tandem torsion axle design
- Two amber round strobes
- Three work lights mounted to illuminate material dispensing valve and work area
- 8' wide by 16' long steel diamond plate deck
- 1,200 lb. side mounted lift gate with controls to load thermoplastic applicators
- Removable side rails on opposite side of lift gate
- 2-speed hand crank jack with drop legs
- DOT compliant all wheel electric brakes and emergency breakaway system
- Sealed and shock-mounted required DOT lights
- Conspicuity tape mounted around the perimeter of the trailer
- Tongue-mounted spare tire with wheel
- Locking equipment tool box for additional secure storage
- 10 lb. Fire extinguisher and mount
- Four (4) D-rings installed to tie down two thermoplastic applicators and/or other materials.

**Clarification:** This bid does NOT include the two (2) Graco Thermolazer Promelt Applicators

**Note:** this unit will include a 3x6' 25-LED Wanco Multifuction Arrow Board

<table>
<thead>
<tr>
<th>Training for Personnel</th>
<th>$3,850.00</th>
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<tbody>
<tr>
<td>Shipping / Freight to Charleston, SC (29405)</td>
<td>$4,350.00</td>
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<tr>
<td><strong>Sub-Total</strong></td>
<td><strong>$106,725.00</strong></td>
</tr>
<tr>
<td><strong>9.0% Tax</strong></td>
<td><strong>$9,605.25</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$116,330.25</strong></td>
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</table>

31
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<thead>
<tr>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tr>
<td>2 each</td>
<td>1000 lb. capacity propane-fired, air-jacketed, vertical design thermoplastic pre-melting kettle with a 20 H.P. propane fueled engine to power the electrical/hydraulic requirements, with battery and battery case and hydraulic tank mounted under the feed step platform.</td>
<td>1 each @ $98,525.00</td>
<td>$98,525.00</td>
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**Clarification, unit will be one (1) 1,000 lb. melter SET (2,000 lbs. total capacity)**

Provide us your specs that includes information on the Melter and on the Trailer. Should be equal or better than the following:

Each of the two pre-melters should feature:

- Self-contained “load sensing” hydraulic agitation system with "hi-torque" agitator drive motor able to operate in “forward” and “reverse” directions
- Steel agitator shaft assembly with “auger” feature (to enhance glass bead suspension) and replaceable steel hardened stub shaft end and hardened replaceable lower bushing
- Steel, anti-splash material feed chute with safety "flash" deflector
- Internal knife-type material outlet valve mounted at the rear of the melter
- High temperature ceramic insulation installed on combustion chamber floor
- Thermostatically controlled propane fired melter burner system with propane safety shutdown system
- Stainless steel lined burner compartment with floating stainless-steel deflector plate to enhance burner compartment durability
- 2" insulation jacket between material tank and exterior panels for superior heat retention and operator safety
- Forklift channels installed in each melter base
- One-year warranty on fabricated parts
- One (1) DOT Approved 75 gal rated capacity propane tank (two tanks total, one per melter)

**Note, approved 20 galion rated capacity diesel fuel tank plumbed to each of the melter's two burners**
The trailer should be able to carry both melters and two Graco Thermolazer Promelt Applicators, and should feature:

- Powder coated trailer
- Bumper pull 14,000 lb. GVW tandem torsion axle design
- Two amber round strobes
- Three work lights mounted to illuminate material dispensing valve and work area
- 8’ wide by 16’ long steel diamond plate deck
- 1,200 lb. side mounted lift gate with controls to load thermoplastic applicators
- Removable side rails on opposite side of lift gate
- 2-speed hand crank jack with drop legs
- DOT compliant all wheel electric brakes and emergency breakaway system
- Sealed and shock-mounted required DOT lights
- Conspicuity tape mounted around the perimeter of the trailer
- Tongue-mounted spare tire with wheel
- Locking equipment tool box for additional secure storage
- 10 lb. Fire extinguisher and mount
- Four (4) D-rings installed to tie down two thermoplastic applicators and/or other materials.

```
Training for Personnel                  $3,850.00
Shipping / Freight to Charleston, SC (29405)   $4,350.00
Sub-Total                                  $106,725.00
9.0% Tax                                    $9,605.25
Total                                       $116,330.25
```

Clarification: This bid does NOT include the two (2) Graco Thermolazer Promelt Applicators.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain DEPT. Stormwater
SUBJECT: REPAIR OF 42" RCP STORM DRAIN (LEE AND AMERICA STREET)
REQUEST: Approval to have repairs of 42" RCP Storm Drain at Lee and America Street by B&G Land Development, Inc., 3785 Old Charleston Hwy., Johns Island, SC 29455. Emergency Justification

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 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>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td>☐</td>
<td>☐</td>
<td>Attachment</td>
</tr>
<tr>
<td>Stormwater</td>
<td>☑</td>
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<td></td>
</tr>
<tr>
<td>Procurement Director</td>
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FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: 193010 Account #: 52425
Balance in Account $330,000.00 Amount needed for this item $62,009.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharam

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

**LAND DEVELOPMENT, INC.**
3785 Old Charleston Highway  
Johns Island, SC 29465  
843-756-8109 Phone  
843-756-8158 Fax  
www.bclanddev.com

<table>
<thead>
<tr>
<th>BILL TO</th>
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<tbody>
<tr>
<td>City Of Charleston</td>
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<tr>
<td>2 George Street</td>
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<td>Charleston, S.C. 29401</td>
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<td>Engineering Dept.</td>
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<tr>
<td>Attn: Frank Newham</td>
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<th>PROJECT</th>
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<td>America @ Lee St 7/22</td>
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<tr>
<td>America at Lee St</td>
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<tr>
<td>Excavate 42&quot; RCP</td>
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<tr>
<td>Saw cut both ends flush</td>
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<tr>
<td>Remove 1 EA bridge piling</td>
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<tr>
<td>Replace 20 LF 42&quot; pipe with HPN12</td>
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<td>Install 57 Granite for bedding</td>
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<td>Haul out all spoil material</td>
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<th>TOTAL</th>
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EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Stormwater Management

PRODUCT: Repair of 42" RCP storm drain (Lee and America Streets)

VENDOR: B&C Land Development, Inc.

DATE: July 11, 2022

1. Describe in detail the Emergency and impact to City operations.

During the recent cleaning of the existing pipe at Lee Street, a length of the pipe between America and Lee Street was found to be severely damaged and had collapsed adjacent to the SC State Extension Service building. The chance of complete failure of the pipe and possible damage to the building makes this an emergency procurement.

2. Describe in detail the item affected and what corrective action needed.

The storm drain will be repaired by replacing the failed RCP.

3. What is the estimated cost and time to complete repair/replacement.

The cost for this repair will not exceed $62,009.00. Work is underway. It had to be done to prevent a potential additional collapse near the extension building.

Requester Signature [Signature] Title: Senior Project Manager

Approver Signature [Signature] Title Director of SW Management
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Dale Morris  DEPT. Executive
SUBJECT: CONTRACT APPROVAL FOR COMPREHENSIVE, INTEGRATED WATER PLAN (CIWP)
REQUEST: Approval to contract for Comprehensive, Integrated Water Plan with Black & Veatch Corp 550 King St, Suite 400 Charleston, SC 29403 Solicitation 22-P009R

COMMITTEE OF COUNCIL: Ways & Means  DATE: August 16, 2022

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

Corporate Counsel [ ] Yes [ ] N/A [ ] Signature of Individual Contected [ ] Attachment
Cap. Proj. Cmte. Chair [ ] Yes [ ] N/A [ ] Signature of Individual Contected [ ] Attachment
Executive [x] Yes [ ] N/A [ ] Signature of Individual Contected [ ] Attachment
Procurement Director [x] Yes [ ] N/A [ ] Signature of Individual Contected [ ] Attachment

FUNDING: Was funding previously approved? Yes [x] No [ ] N/A [ ]
If yes, provide the following: Dept./Div.: Executive  Account #: 940100-52206
Balance in Account $1,000,000  Amount needed for this item $1,000,000

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature] Deputy CFO for Amy Wharton, CFO
FISCAL IMPACT: Funding will come from ARPA

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.
August 5, 2022

City of Charleston
Office of Resiliency and Sustainability
2 George Street
Charleston, South Carolina 29401

Attention: Dale Morris, Chief Resilience Officer

Subject: Comprehensive Integrated Water Plan

Dear Mr. Morris,

I am pleased to submit Black & Veatch’s Proposal for the City of Charleston’s Comprehensive Integrated Water Plan. The contents of the Proposal include the following documents:

1. Agreement between Owner and Engineer for Professional Services;
2. Exhibit A, Contract for Planning and Engineering Services including:
   a. Part 1 – Scope of Services
   b. Part 2 – Compensation
   c. Part 3 – Schedule
   d. Part 4 – Deliverables
   e. Part 5 – Contract Amendment Form
3. Exhibit B, City of Charleston’s Insurance Requirements;
4. Black & Veatch Certificate of Liability Insurance

If you have any questions or comments, please do not hesitate to contact me.

Regards,

Black & Veatch Corporation

Stephen O’Connell, P.G.
Black & Veatch

CC:
Jonathan Ladd, P.E. - Black & Veatch
City of Charleston Contract for
Professional Services

THIS CONTRACT, made this _______ day of ______________, 202__ by and between

The Owner: City of Charleston
Office of Resiliency & Sustainability
82 George Street
Charleston, SC 29401

and the A/E: Black & Veatch Corporation
550 King Street, Suite 400 L
Charleston, SC 29403

WHEREAS, the Owner requires the delivery of professional services to perform Planning and Engineering services for the Comprehensive Integrated Water Plan Project, located on the Charleston peninsula, West Ashley, James Island, Johns Island, Daniel Island, and Cainhoy primarily inside the City’s Urban Growth Boundary, Charleston, SC (“Project”) as outlined in Black & Veatch Corporation’s Proposal (“Service” or “Scope of Services”) dated July 21, 2022, and prepared by Black & Veatch Corporation which is marked as EXHIBIT A and attached hereto as if fully written herein.

Comprehensive Integrated Water Plan
(Project Number) (Project Name)

WHEREAS, the A/E, whose SC professional license is # 25529 is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

THE SERVICES required herein are set forth in the attached EXHIBIT A, which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

This is a Not to Exceed Contract and payments for acceptable work shall be made within 30 days after A/E submits an Invoice.

The CONTRACT SUM payable to the A/E shall be:

$1,000,000.00

Lump Sum of
Actual costs based on attached A/E’s Hourly Rate & Reimbursable Schedule, Not-to-Exceed ...

REIMBURSABLES:

Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed

Expenses included in Lump Sum.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

BY: ____________________________

Its:

A/E: Black & Veatch, Corporation

BY: ____________________________

Signature of A/E Representative:

Print or Type Name of A/E Representative:

ITS: Associate Vice President

ATTACHMENTS

2. Exhibit B, City of Charleston’s Insurance Requirements.
ARTICLE 1 - GENERAL
A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.
C. The A/E covenants with the Owner that he/she possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.
D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 - A/E’S RESPONSIBILITIES
A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E’s performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
C. The A/E shall provide all Scope of Services using persons, including the staff of A/E’s Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
D. The A/E shall manage and coordinate the A/E’s services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.
G. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties.

ARTICLE 3 - OWNER’S RESPONSIBILITIES
A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
B. The Owner shall designate one or more representatives with authority to act on the Owner’s behalf in all matters related to the Owner’s duties under this Contract.
C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E’s performance under this Contract.

ARTICLE 4 - ADDITIONAL CONSULTANTS
A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E’s Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY
A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
B. The A/E shall indemnify and save harmless the Owner and the Owner’s officers, agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any negligent act or any willful misconduct of the A/E, its agents, or employees or subcontractors in the performance of this Contract. When the Owner submits notice, A/E shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 6 – DOCUMENTS
A. At the completion of the project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-builtin drawings shall be in AutoCAD 2000 format.
B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E’s documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner’s reproduction or reuse of the A/E’s documents.
E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS
A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. If applicable, the A/E’s request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E’s Hourly Rate and Reimbursables Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E’s services shall be submitted to the City at the completion of the Scope of Services and after the City’s acceptance of the work in its entirety.

ARTICLE 8 – DISPUTE RESOLUTION
The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State’s sovereign immunity or the State’s Immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase “the State” includes any governmental entity transacting business with the A/E pursuant to the Contract (including the Owner).
ARTICLE 9 - SUSPENSION AND TERMINATION
A. The Owner may direct the A/E to suspend performance under this Contract at any time.
B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E’s time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E’s compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E’s services and the time schedules for the remaining services shall be equitably adjusted.
D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 - INSURANCE
The Contractor shall maintain all forms of insurance required by law in the State of South Carolina and the City of Charleston as outlined in Exhibit B.

ARTICLE 11 - MISCELLANEOUS PROVISIONS
A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supercedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
F. Time and Expense Records of the A/E’s personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 - ERRORS AND OMISSIONS
A. Owner shall notify the A/E whenever the Owner believes the A/E’s Work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission. Each error and omission shall constitute a separate offense.
EXHIBIT A – PART 1
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
City Project #: TBD
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

SCOPE OF SERVICES

PLANNING AND ENGINEERING SERVICES FOR COMPREHENSIVE INTEGRATED WATER PLAN

Black & Veatch (BV) will serve as the City of Charleston’s (City) representative in those phases of the Project to which this Contract applies and will provide professional services, consultation, and advice to the City during the performance of their services.

SCHEDULE

The anticipated schedule is provided in EXHIBIT A, Part 3 – Schedule.

PART 1.0 PROJECT DESCRIPTION

This project is motivated by the City’s needs to develop a near- and long-term water management plan. The Comprehensive Integrated Water Plan (Water Plan) will aid City Staff, City Council, stakeholders and citizens to understand, plan for, prioritize, manage and adapt to current and future flood risks across the City, main drainage basins, and floodplains.

The Water Plan, with a 2050 planning horizon, will encompass the Charleston peninsula, West Ashley, James Island, Johns Island, Daniel Island and Cainhoy primarily inside the City’s Urban Growth Boundary (UGB). An actionable and implementable framework will be developed for both City-wide and project-based needs.

Work shall begin upon execution of this Contract. Any work requested by the City that is not included in the items listed below shall be classified as Supplemental Services.
PART 2.0 SCOPE OF SERVICES

Task 1 – Project Coordination and Management

The Project Coordination phase will include general project administration duties and preparation of project management documents. This task will also include reviewing ongoing activities, monitoring the project schedule and budget, reviewing current progress with the City on a regular basis, and discussing issues with the City as they are noted. BV will lead Project Coordination and Management for the project.

A. Preliminary and General Work

Objectives:

1. Conduct a project initiation meeting to clarify City’s requirements for the Project, review pertinent available data, review project staffing and organization, present initial work plan, and review initial work schedule. Included as part of the project initiation meeting will be a 1-day site tour to the 6 planning regions with a focus on key areas of interest. The project initiation meeting and site tour will be a 2-day period. Key water plan team members from BV, Waggonner & Ball (WB), Biohabitats (Bio) and Moffat & Nichol (M&N) will have representatives to participate in this 2-day kickoff meeting.

   A. Conduct monthly in-person/virtual coordination meetings with the City. Meeting frequency may be reduced as determined by the City.
   B. Conduct project review meetings at milestones in the detailed task descriptions in this Scope of Services.
   C. Prepare and distribute meeting minutes from monthly coordination and project review meetings.
   D. Prepare monthly project status report for City’s Project Manager to accompany consulting services invoice. Status reports to include the following:
      a) Overview of work completed.
      b) Discussion of project issues.
      c) Project budget update.
   E. Provide project information to City departments/staff and consultants contracted by the City pertaining to related issues whereby multiple projects share a common process or function and/or are within the immediate vicinity of each other and have an impact on the City’s water management. City shall be the primary point of contact for all coordination with all other consultants external to the Water Plan team.
Task 2 – Data Collection

Objectives:
1. Collect data resources to aid in the identification and prioritization of flood risk and problem areas for the Water Plan, including present and future anticipated conditions.
2. Develop baseline water resource data for the City-scale, planning area-scale, and project-scale planning.
3. Identify applicable tools for data analysis and visualization.
4. Identify data gaps.

Assumptions:
1. Data collection and Team’s use of existing and in-progress tools will support the development of the Water Plan and conceptual projects. Any use of data or tools is not intended to test or confirm their utility or functionality. In the absence of requested data, the Team will make assumptions and judgments based on previous experience.

A. Collect Existing Models, Plans (Existing and Proposed) and Data Outputs
   a. City will provide the following within 45-days of project Notice to Proceed (data is anticipated to be provided in an iterative process):
      i. Water-related technical data, including stormwater system inventories, H&H models, relevant reports; existing sensor and technical data, monitoring networks and models; the City’s adopted SLR scenario(s) for planning purposes and geotechnical and groundwater data.
      ii. Input on Water Plan objectives and outcomes from Stormwater, Planning and Traffic & Transportation departments.
      iii. Access to departmental leadership/staff for project kick-off and initial interviews to understand available data and status of policies and projects planned and underway.
      iv. Facilitation for access to relevant information held by College of Charleston, Citadel, University of South Carolina, SeaGrant, National Oceanic and Atmospheric Administration (NOAA), Southern Environmental Law Center (SELC), Coastal Conservation League (CCL), and other organizations as jointly identified.
      v. Access to private property owners and developers as applicable including, but not limited to:
         1. South Carolina State Ports Authority
         2. Medical District – Medical University of South Carolina (MUSC), Veterans Affairs (VA), Roper St. Francis (Roper)
      vi. Organization and process for decision making, deliverable review, and approval within City departments to confirm the audience for the final deliverable.
b. Project Team will provide:
   i. BV – Coordination and management of data collection.
   ii. WB – access to Land & Water Analysis GIS, maps, technical data and study materials; stakeholder list from Dutch Dialogues, Land & Water Analysis, and 3x3 Analysis.
   iii. Bio – access to Church Creek and Johns Island GIS, technical data and study materials; additional local, regional and/or national projects and best practices related to relevant ecological processes and restoration.
   v. Deltares – access to the community planning tool; geohydrology resources collected during the Dutch Dialogues; and develop data requests for local and state technical entities.
   vi. Davis & Floyd (D&F) – access to peninsula stormwater system information including tunnels, pump stations, and near surface structures for Spring/Fishburne, Market Street, Concord Street, and Calhoun West drainage improvements project.
   vii. Brockington – data requests for local and state technical entities related to cultural and historical impacts.
   viii. Community Engagement (Community Solutions, Civic Communications, Plastic Pollution Solutions) – data requests for City from past and ongoing engagement activities; potential stakeholders database organized per planning area for public events and focus groups.

B. Analyze & Coordinate Existing Tools
   a. City will provide:
      i. Introductory meetings to teams developing modeling tools such as models by VIMS, College of Charleston, Deltares, and University of South Carolina (see Supplemental Services if additional modeling or scenarios definition is required).
      ii. Departmental leadership/staff response to data analysis questions.
      iii. Co-development of engagement approach; development of climate equity and environmental justice metrics building on existing City plans and documents.

   b. Project Team will provide:
      i. BV – analysis and review of stormwater system data for data inventory and gap assessment.
      ii. WB – integration of GIS and other data into existing in-house database and generation of city-wide and planning area-specific maps and/or visualizations covering the 25-year planning horizon; development of GIS Storymap outline; co-development of engagement approach with Engagement team and City.

iv. MN – analysis and review of WB outputs; confirmation of water level analyses for coastal risk (flood, storm surge and sea level rise) and elevation zones performed by WB for the Land & Water Analysis. Assist BV with review of stormwater system and modeling data to assess quality of compound flooding analysis completed to date across the 6 boroughs.

v. Deltares – analysis and review of collected data related to geohydrology.

vi. D&F – analysis and review of collected data related to transportation.

vii. Brockington – analysis and review of collected data related to cultural and historical impacts.

c. Gap Analysis – after review of the available data the project team will complete a gap analysis and provide recommendations for additional data needs.

C. Interface with Active Data Creation

a. Project Team will provide:

i. BV - contribution to comparative review of existing model approaches and outputs related to interior hydrology and drainage.

ii. WB – comparative review of existing model approaches and outputs.


iv. MN – contribution to comparative review of existing model approaches and outputs related to coastal hydrology and compound flood risk; development of framework to establish ongoing and future monitoring needs and collection of water level data (by City or others). Work with City, NOAA, and local academic institutions to complete this work.

v. Deltares – contribution to comparative review of existing model approaches and outputs related to geohydrology.

vi. D&F – contribution to comparative review of existing model approaches and outputs related to interior hydrology and drainage.

vii. Brockington – contribution of considerations for monitoring and sensor networks surrounding areas of historical and cultural importance.

D. Deliverables

a. City Staff & Leadership Kickoff Event.

b. Team will provide text and image contributions for data summary document, identification of data gaps and areas for future analysis.

i. WB – lead compilation of summary document.
Task 3 – Planning, Design and Engineering Integration

Objectives:
1. Develop coordinated, integrated water framework for flood mitigation planning at the City, planning area, and project scales to prioritize action and aid in future planning and decision making.
2. Identify opportunities for new and reconfigured projects and policies related to water management, including considerations for the full water cycle (stormwater management, tidal management, rainwater harvesting and reuse, etc.).
3. Develop selected projects (minimum one per planning area) to the concept level (10% design), including identification of purpose, extent, and affected stakeholders. Projects are intended to serve as demonstration or pilots to address the most critical areas and issues in the City.
4. Identify community concerns and ideas and increase stakeholder awareness and support for water plan concepts.
5. Provide public communication on the development of the Water Plan throughout the process in coordination with the City.
6. Develop risk hierarchy to enable prioritization of projects and actions based on critical thresholds, anticipated changes over time, and inform future benefit-cost-analyses (BCA).

A. Risk Analysis
   a. City will provide:
      i. Reflection on Vulnerability Analysis (gaps, opportunities, changes, responses) and key risk mitigation priorities.
      ii. Identification of operations & maintenance (O&M) risks and challenges related to water across departments.
      iii. Identification of environmental justice vulnerable communities.
   b. Project Team will provide:
      i. BV – Provide coordination and integration of team.
      ii. WB – identification of critical thresholds and locations for water system performance and adaptation.
      iii. Bio – review and analysis of existing ecological risk including water quality and health; identification of critical ecological thresholds and locations for habitat transformation and performance/applicability of nature-based features.
      iv. MN – analysis of level-of-service thresholds related to coastal and compound flood risk.
      v. Deltares – identification of critical thresholds and locations for water system performance and adaptation related to geohydrology and subsidence.
vi. Brockington – analysis of cultural and historical impacts of water risk scenarios, trends and location-specific, at the city and planning area scales.

vi. Community Engagement (Community Solutions, Civic Communications, PPS) – in co-development/coordination with City, confirmation of planning-area specific engagement groups and schedules.

B. Synthesize City-Wide Water Framework
   a. City will provide:
      i. Co-development of goals, values and guiding principles.
      ii. Coordination assistance for regional and city-level engagement.
   b. Project Team will provide:
      i. BV – contribution to draft goals, values and guiding principles; input and review for stormwater adaptation scenarios.
      ii. WB – draft goals, values and guiding principles; development of stormwater and water risk adaptation scenarios (including risk hierarchy); visualize city-wide water system function, risks and opportunities.
      iii. Bio – contribution to draft goals, values and guiding principles; an Adaptive Management Framework (AMF) that includes both passive and active AM options. The AMF will also include a Structured Decision-Making component and peer review from The Water Institute of the Gulf (TWIG); support for water system scenario development with a focus on nature-based strategies and green infrastructure.
      iv. MN – review of draft goals, values and guiding principles; advise on water systems and provide guidance on development of gauge and sensor network(s) and future level of compound flooding analyses needed to help guide future decisions making.
      v. TWIG – provide a Structured Decision-Making process for an Adaptive Management Framework and provide overall guidance/peer review for the AMF.
      vi. Deltares – outline groundwater considerations for city infrastructure and development; create groundwater monitoring guidelines.
      viii. Brockington – review of draft goals, values and guiding principles related to cultural and historical impact.
      ix. Community Engagement (Community Solutions, Civic Communications, PPS) – contribution of draft goals, values and guiding principles related to climate equity and environmental justice.
C. Develop Vision Plan (Six Planning Areas)
   a. City will provide:
      i. Coordination assistance for planning area-specific engagement including providing hosting for one in-person engagement per planning area.
      ii. Guidance and support for dialogue with the Rosemont community to establish framework for resiliency plan supplemental to Water Plan.

   b. Project Team will provide:
      i. BV – review and analysis of stormwater management concepts per planning area. Co-coordination and participation in community engagement sessions.
      ii. WB – identification of challenges and opportunities per planning area; development of integrated water system vision per planning area; identification of conceptual projects per planning area and development of selection criteria; visualization of planning concepts. Co-coordination and participation in community engagement sessions.
      iii. Bio – review of challenges and opportunities; contribution of nature-based water management concepts per planning area; support for the identification of conceptual projects and the development of selection criteria. Review of planning area vision documents and development of climate equity and environmental justice impact considerations for each planning area. Co-coordination and participation in community engagement sessions.
      iv. MN – critical review of water system visions at the coastal interface as well as to ameliorate compound flooding issues. Co-coordination and participation in community engagement sessions.
      v. Deltares – critical review of water system visions for geohydrological considerations.
      vi. Brockington – review of planning area vision documents and development of historical and cultural impact considerations for each planning area.
      vii. Community Engagement (Community Solutions, Civic Communications, PPS) – co-facilitation of one in-person engagement per planning area (6 total); recording of climate equity and environmental justice issues and ideas in relation to EJ40 compliance.

D. Create Conceptual Project Briefs
Project briefs for six (6) representative projects across all boroughs will be created based on input from the City and its stakeholders.
   a. City will provide:
      i. Coordination assistance for project-specific engagement.
      ii. Identification of projects for conceptual development.
b. Project Team will provide:
   i. BV – review of civil engineering components and drainage system; develop engineering narrative.
   ii. WB – development of new project briefs and/or integration of existing projects with new water concepts per planning area; identification of one project per planning area to develop to 10% design (includes conceptual drawing(s), anticipated water system impacts, narrative, stakeholder identification, and order-of-magnitude cost estimate).
   iii. Bio – development of nature-based concepts for each conceptual project
   iv. MN – review of coastal engineering components of conceptual projects
   v. Deltas – review of geohydrology components of conceptual projects
   vi. Brockington – review of conceptual project designs for historical and cultural mitigation strategies
   vii. Community Engagement (Community Solutions, Civic Communications, PPS) – identification of impacted and aligned stakeholders per conceptual project, climate equity and environmental justice content review.

E. Host in-person Vision Plan & Progress Workshop
   a. City will provide:
      i. City leadership and staff participation at workshop(s).
      ii. Host space, logistical and planning support for workshops, engagement meetings and related activities. Meetings are internal to City (and designated representatives) and the Water Plan Team.

   b. Project Team will provide:
      i. BV – logistical support for workshop planning and participation at workshop(s).
      ii. WB – planning and leadership of workshops.
      iii. Bio – planning support and participation at workshop(s).
      iv. MN – participation at workshop(s).
      v. Deltas – participation at workshop(s).
      vi. D&F – participation at workshop(s).
      vii. Brockington – participation at workshop(s).
      viii. Community Engagement (Community Solutions, Civic Communications, PPS) – participation at workshop(s).

F. Deliverables
   a. Engagement Workshops
   b. Vision Plan Progress Workshop and Presentation
   c. Vision Plan Resources
      i. Interactive digital tool (i.e., ArcGIS Storymap) to document City-wide and conceptual project progress and present key findings.
      ii. Standalone briefs for each conceptual design project.
iii. Compilation of all maps, graphics, images, and data for City record and use.
iv. Identification of risk priorities per planning area.

**Task 4 – Implementation Framework and Actions**

Objectives:
1. Develop O&M considerations for water infrastructure.
2. Develop adaptive management protocols to coordinate City decision making across departments.
3. Create a list of project and policy priorities and next-step actions for water management.
   Recommend project priorities per planning area based on technical feasibility, stakeholder analysis, and ability to address highest priority risks.

**A. Develop Draft & Final City-Scale Implementation Plan**

Implementation Plan will incorporate recommendations for individual planning areas and address operation and maintenance for these areas.

a. Project Team will provide:
   i. BV – development of civil infrastructure priorities, including O&M maintenance frameworks.
   ii. WB – development of City-wide, planning area, and project-scale priorities to support water resilience.
   iii. Bio – development of nature-based priorities and policy recommendations. O&M will be embedded in the AMF, which will encompass grey to green infrastructure and nature-based solutions, climate equity, environmental justice, and water conservations & reuse.
   iv. MN – development of coastal, compound flooding, and watershed priorities, including O&M frameworks.
   v. Brockington – develop criteria and recommendations for city-wide water resilience projects and/or policies related to mitigation of historic and cultural impacts.
   vi. TWI – a contribution to adaptive decision making and an AMF for Charleston’s unique social and political context.

**B. Deliverables**

a. Digital interface (i.e., ArcGIS Storymap) for implementation recommendations, including capability for City to update and track progress.

b. Adaptive Management Framework to include:
   i. O&M outline for proposed or retrofitted infrastructure
   ii. Framework for continued community engagement
   iii. List of potential decision points, milestones, and action scenarios for City and community stakeholders
iv. Recommendations for City decision-making and coordination processes to develop integrated, multi-benefit resilience solutions across departments.

v. Organization of final presentation and implementation kick-off event.

vi. Framework for priority decision making for funding and investment.

ART 3.0 SUPPLEMENTAL SERVICES

Supplemental services are not in the scope of work for this contract. These services will be performed at City’s request through Amendment to the Contract or compensation adjustments as required. Supplemental services that City might choose to add to the scope or services or that were considered as part of the Request for Proposal include, but are not limited to, the following items.

- Data collection/testing through City or partner modeling platforms; development of new scenarios or approaches within existing models.
- Coordination with selected SCNDR team to update FEMA Flood Map Modernization Initiative (RFF due 7/18/22).
- Development of specific inputs and/or responses for parallel City projects, such as the Downtown Plan, Zoning Update, etc.
- Development & implementation of sensor/monitoring system (supplement to College of Charleston capabilities).
- Design and engineering of additional conceptual projects or of selected projects in greater detail
- Development of Rosemont Resiliency Plan
- Development of BCA’s including alternative methodologies for individual projects or for the City to use as a process or tool
- Development of urban watershed plans and analyses within each planning area
- City’s Agent services for support of USACE Charleston Peninsula Perimeter Protection Including (but not limited to):
  - Visualization of USACE-proposed designs and solutions
  - Historic, hydraulic, hydrologic, ecological, O&M, or cost impact analyses of USACE-proposed solutions
  - Alternatives analysis, adaptability analyses, and design for USACE-proposed solutions
  - Hosting design charrettes with City, USACE, or other personnel related to the CSRM study
  - Development of interior hydrology, coastal and compound parameters for future USACE 3x3x3 study
  - Review and advising related to USACE Design Agreement
  - Third-party cost estimating
- Analysis and/or recommendation to City Council of actions related to the USACE CSRM or hydrology studies
- NEPA and Environmental Assessments
- Identification of Rare, Threatened or Endangered Species
- Identification of jurisdictional wetlands and waters of the US
- Physical model building
- Support with development project funding strategies and applications.
- Identification of project flood risk reduction and potential adaptation pathways
- Safety Assessments
- Security Assessments
- Value Engineering reviews and services
- H&H, groundwater, tidal, surge modeling.
- 3D modeling
- Additional meetings with local, State, or Federal agencies to discuss the project
- Additional appearances at public hearings or before special boards
- Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
- Special consultants or independent professional associates requested or authorized by City.
- Additions to an engineering report or other document to updated or revise original recommendations
- Preparing measured drawings.
EXHIBIT A – PART 2
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
City Project Number: TBD
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

COMPENSATION

PLANNING AND ENGINEERING SERVICES FOR COMPREHENSIVE INTEGRATED WATER PLAN

For the services outlined in this Contract, the City of Charleston (City) agrees to pay Black & Veatch (BV) as follows:

A. A lump sum amount of $1,000,000.00. The maximum billed for these services shall not exceed this amount without further authorization from the City. Work on these tasks will begin upon execution of the Contract. The costs for the project shall be allocated into phases in accordance with the following:

B. For supplemental services, a lump sum amount, or bill rates established herein, plus subcontract billings times 1.05 shall be used. Each item of supplemental services shall be established before the work is started. The amount billed for each item of supplemental services shall not exceed the amount established for it without further authorization from the City. Additional amounts for supplemental services may be authorized, if necessary, as the work progresses.

C. Bill rates provided below are BV 2022 rates. As of January 1, the standard hourly rates will be adjusted annually to reflect equitable changes in the compensation payable to the consultant and shall not exceed a 4% adjustment on any given year.

City of Charleston, South Carolina
Comprehensive Integrated Water Plan
July 21, 2022 – Rev 1

Black & Veatch Corporation
### 2022 Hourly Bill Rates for Personnel

<table>
<thead>
<tr>
<th>Category of Personnel</th>
<th>Billing Rate/Hour</th>
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<td>Technical Advisor</td>
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<td>Senior Project Manager</td>
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<td>Engineering Manager</td>
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<td>Project Engineer</td>
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<td>Junior Engineer</td>
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<td>Administrative Assistant</td>
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<td>Intern/Co-op</td>
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D. Reimbursable expenses will be paid based on the following schedule.

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<th>Category</th>
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<tr>
<td>Direct Expenses</td>
<td>Each</td>
<td>Actual Cost</td>
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</table>

E. BV shall utilize the invoice format as provided by the City and provide supporting documentation satisfactory to the City for all current billings. BV’s monthly progress report, as previously stated, shall accompany each submitted invoice.
EXHIBIT A Part 3
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
City Project Number: TBD
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

SCHEDULE

BV shall conduct the Scope of Services in accordance with the attached Schedule.
EXHIBIT A Part 4
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
City Project Number: TBD
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

DELIVERABLES

Task 2 – Data Collection
   a. Kickoff Event.
   b. Data Summary document

Task 3 – Planning, Design, and Engineering Integration
   a. Engagement Workshops
   b. Vision Plan Progress Workshop and Presentation
   c. Vision Plan Resources

Task 4 – Implementation Framework and Actions
   a. Digital interface (i.e., ArcGIS Storymap) for implementation recommendations
   b. Adaptive Management Framework

City of Charleston, South Carolina
Comprehensive Integrated Water Plan
July 21, 2022 – Rev 1
Black & Veatch Corporation
EXHIBIT A Part 5
TO
CONTRACT FOR PLANNING AND ENGINEERING SERVICES

Project Name: Comprehensive Integrated Water Plan
City Project Number: TBD
Owner: City of Charleston (City), South Carolina
Consultant: Black & Veatch Corporation (BV)

CONTRACT AMENDMENT FORM

The attached Contract Amendment Form shall be issued by the City of Charleston (City) in the event the Scope of Services as stated herein needs to be amended. No work outside of the Scope of Services shall commence prior to receipt of an approved Contract Amendment Form.
AMENDMENT NO. ___

TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND A/E
FOR
PROFESSIONAL SERVICES
****

Project: Comprehensive Integrated Water Plan

INITIAL:

OWNER: ______________

A/E: ______________

This is Amendment to the Agreement between the City of Charleston (Owner) and Black & Veatch (A/E) dated ______ (hereinafter referred to as the Agreement). This said Amendment is effective as of ________________.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the Scope of Work of the Agreement.

City of Charleston
OWNER
By:
Name:
Title:
Address

Black & Veatch, Corp
A/E
By:
Name:
Title:
Address:
Exhibit B

CITY OF CHARLESTON'S
INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Required policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

J. Required certificates should be mailed to:

City of Charleston
Office of Resiliency & Sustainability
82 George Street
Charleston, SC 29401
# Certificate of Liability Insurance

**Acord 26 (2018/03)**

**Certificate Number:** 18773467

**Revision Number:** XXXXXXXX

**Issued by:** ACORD Corporation

**Date:** 11/1/2022

**Producers:**
- **Lockton Companies**
  - Address: 444 W. 47th Street, Suite 900
  - Kansas City, MO 64112-1906
  - Phone: (816) 960-9000
- **TCSure Insurance Brokers**
  - Address: 1444 N. State Street
  - Chicago, IL 60622
  - Phone: (312) 644-6000

**Insureds:**
- **BLACK & VEATCH CORPORATION**
  - Address: 1401 Lamar
  - Overland Park, KS 66211
  - Phone: (913) 727-6500
- **O'Connell, Stephen**

**Coverages:**

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**Workers' Compensation and Employers' Liability:**

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</tbody>
</table>

**Description of Operations/Locations/Vehicles (ACORD 101):**

**Re: Project Number:** 128267, **Project Name:** Comprehensive Integrated Water Plan, **Project Manager:** O'Connell, Stephen. **General Liability and Auto Liability** are primary and non-contributory. City of Charleston is included as an additional insured on the general and auto policies. **Waiver of Subrogation** in favor of the additional insured on the general, auto and worker's compensation policies. 30 day notice of cancellation applies. 10 days notice for non-payment of premium.

**Certificate Holder:**

18773467
CITY OF CHARLESTON
82 GEORGE STREET
CHARLESTON SC 29401

**Cancellation:**

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

**Authorized Representative:**

[Signature]

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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellucci
DEPT: Public Service/Fleet
SUBJECT: BRUSH HAWG 2224-AWC GRAPPLE LOADER
REQUEST:

Approval to purchase Brush Hawg 2224-AWC Grapple Loader from
Joe Johnson Equipment 4519 Old Charlotte Hwy., Monroe NC 28110
NCSA Contract #22-06-0426R.

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 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 [ ] Yes [ ] N/A [ ] Signature of Individual Contacted [ ] Attachment [ ]
Public Serv./Fleet [ ] Yes [ ] N/A [ ] Signature of Individual Contacted [ ] Attachment [ ]
Procurement Director [ ] Yes [ ] N/A [ ] Signature of Individual Contacted [ ] Attachment [ ]

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 $227,800.00

Does this document need to be recorded in the Clerk’s Office? Yes [ ] No [ ]

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

CFO’s Signature: [Signature]

LEGAL IMPACT: [Legal note]

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.
June 3, 2022  
Quote: 0422022

City of Charleston  
2150 Milford Street  
Charleston, SC 29405

Attention: Matt Alltop

RE: Brush Hawg 2224-AWC Grapple Loader

Dear Matt,

We would like to take this opportunity to thank you for your continued interest in Joe Johnson Equipment (JJE) and Nu-Life Environmental's industry-leading line of innovative brush and limb collection products.

JJE is pleased to present the following quotation to provide one (1) new Brush Hawg 2224-AWC Grapple Loader, mounted on a new Freightliner M2 Chassis, using NCSA Contract # 22-06-0426R, Lot# 2576.

We appreciate the opportunity to assist with this equipment requirement and ask that you not hesitate to contact us should you require additional information.

Respectfully Submitted,

Stuart Hasty  
Regional Sales Manager  
Joe Johnson Equipment  
Office: (704) 318-3190  
shasty@jjeusa.com

Quotation

To provide one (1) new Brush Hawg 2224-AWC Grapple Loader, mounted on a new Freightliner M2 Chassis, standard equipped as described below:

General Specifications:
- Inside Joystick Controls
- Roll-Rite Tarp System
- Boom Over Height Light & Alarm
- Stabilizers Down Light & Alarm
- Color LCD Rear Vision Camera system - reverse activated
- Dual Upper Tailgate Brake Lights
- Dual Upper Tailgate Amber Strobing Lights
- Bolt-On Rubber Stabilizer Pads
- Dual Front Bumper Clear Strobing Lights
- Dual Boom Mounted Work Lights
- Dual Curbside Under Body Work Lights
- Mounted
- Painted: Cab- White, Body- Blue
- Undercoating on the bottom of the dump body

Purchase Price .................................................. $227,300.00

Terms & Conditions

*Strictly Subject to Availability and Prior Sale*

*Subject to revision based on events beyond our control due to wildly fluctuating material prices*

Pricing in USD, taxes and fees to be paid at time of tag & title if applicable

Price Includes PDI, delivery and training

FOB: Charleston, SC

Payment Terms: Due upon receipt

Purchase order required

Delivery: To be confirmed at time of order

Quotation valid for 7 days
BRUSH HAWG®
AWC-MODEL
(ALL WEATHER C-MODEL)

*Shown with optional equipment

STANDARD FEATURES

- Standard C-Model Loader/Dump Body
- Roll-Rite Electric Tarp System
- Patented In-Cab Control System (U.S. Patent# 10196098)
- Freightliner M2 Crew Cab Chassis-Built Exclusively for
- Single Operator’s Seat in Rear Cab
- Air/Electric-Over-Hydraulic Joystick Controls in Rear Cab
- Multiple Camera Systems, Along w/Custom Crew Cab,
  Roof Window, & Large Rear Window, Allowing Operator to
  Work Inside Truck Cab in a Safe, Comfortable Environment
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing & Community Dev
SUBJECT: CONTRACT WITH LS3P FOR THE DESIGN OF THE HOPE CENTER

REQUEST: Mayor and City Council approval is requested to execute a B133 Contract, in a form to be approved by Corporation Counsel, between the City of Charleston and LS3P for the donation of design services for the Hope Center. The donated services are valued at $192,000. The City of Charleston will be required to repay ninety (90%) percent of the completed work only if the City of Charleston determines it will not use the services of LS3P at any point. The contract includes a fee of $22k for Forsberg Engineering. LS3P is also working within their professional networks to procure services for the Center at minimal or no cost.

COMMITTEE OF COUNCIL: Ways and Means DATE: August 16, 2022

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

Community Development Committee of City Council – Meeting held Thursday, 01/30/2020

<table>
<thead>
<tr>
<th>Housing &amp; Cnty Deve</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]

If yes, provide the following: Organization Key Account #

Balance in Account Amount needed for this item $22,000.00 Paid by H2H campaign. Non-city funds

NEED: Identify any critical time constraint(s).

CFO's Signature:  

FISCAL IMPACT:  

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 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Julia P. Capekand DEPT. Legal
SUBJECT: LGA between SC DOT and City re: Ashley River Pedestrian Bridge
REQUEST: Authorizing Mayor to execute intergovernmental agreement between SC DOT and City of Charleston regarding the construction and maintenance of Ashley River Pedestrian Bridge.

COMMITTEE OF COUNCIL: WM DATE: 8/16/22

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment

Cap. Proj. Cttee. Chair

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: Amy Wharton
FISCAL IMPACT: Approval of this IGA commits the City to an ongoing annual cost of at least $500,000 for maintenance and inspection of the bridge.

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.
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CHARLESTON
AND THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
FOR THE US 17 ASHLEY RIVER CROSSING

THIS AGREEMENT ("Agreement") is made this_ day of___________, 2022, by and between the City of Charleston (hereinafter referred to as "City") and the South Carolina Department of Transportation (hereinafter referred to as "SCDOT") (collectively "the Parties").

WITNESSETH THAT:

WHEREAS, SCDOT owns an easement and/or a fee simple interest for highway purposes for US Highway 17 (hereinafter "US 17") in Charleston, South Carolina, in the Area of Encroachment more particularly described herein; and

WHEREAS, SCDOT owns and operates two bridges near the Area of Encroachment across the Ashley River, the Ashley River Bridge and the T. Allen Legare Bridge, which operate on one power source; and

WHEREAS, City has requested that SCDOT allow City to design, build, and maintain, at City's sole cost and expense, a City-owned and operated movable-span Pedestrian Bridge (hereinafter "the Bridge") over and above the Ashley River in the Area of Encroachment in a manner that will not interfere with either the primary use of US 17 for highway purposes or of the Ashley River as a navigable waterway; and

WHEREAS, City has entered into a contract for the Design and Construction of the Bridge; and

WHEREAS, SCDOT is agreeable to providing its assistance to City under the terms and conditions set forth herein; and

WHEREAS, SCDOT is willing to permit the Bridge to be constructed, owned, operated, and maintained by City provided it is at no cost to SCDOT and in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, pursuant to South Carolina Code of Laws Section 57-5-600, 1976 (as amended), SCDOT has authority to grant written permits to encroach upon highway right-of-way under such rules as SCDOT may establish; and

WHEREAS, the Parties acknowledge that the Bridge shall be subject to permitting by the United States Coast Guard (hereinafter "USCG"), among others; and
WHEREAS, despite the fact that some of the Bridge structure may be constructed outside of SCDOT's right-of-way, the Parties specifically intend that all portions of the Bridge will be subject to the terms of this Agreement with regard to ownership, design, construction, inspection, maintenance, operation, repair, replacement, reconstruction, and removal; and

WHEREAS, City is a body politic with all the rights and privileges of such including the power to contract as necessary and incidental powers to carry out the City’s functions covered under this Agreement; and

WHEREAS, SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties;

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, City and SCDOT do hereby agree as follows:

I. **SCOPE OF PROJECT:**

The Project consists of designing and constructing a movable-span pedestrian / bicycle bridge to run parallel to the south of the existing Legare Bridge over the Ashley River. This Agreement is also for the ownership, inspection, maintenance, operation, repair, replacement, reconstruction, and removal of the Bridge. The encroachment permitted by SCDOT pursuant to this Agreement shall be for a publicly-owned and operated pedestrian / bicycle bridge, including all associated structures and approaches.

The Area of Encroachment means the US 17 right-of-way, located at approximate station _____ to ____. The actual location of the Bridge superstructure and piers, abutments, other structures, and pedestrian / bicycle accommodations leading to the Bridge will be determined by the specific design of the Bridge as prepared and constructed by City subject to SCDOT's approval as provided herein. The Release for Construction (RFC) and as-built plans, including as-built utility plans, shall be provided to SCDOT and such final plans will be incorporated into this Agreement by written amendment signed by the Parties hereto.

The scope of the Project shall be determined by City during the planning phase. City shall carry out the specific activities necessary to implement and construct the Project, which includes planning, design, permitting, right-of-way acquisition, utility and railroad coordination, construction, and other associated coordination and administrative activities, unless noted otherwise herein. If City requests that SCDOT administer any phase of work for the Project, a supplemental agreement will be drafted to outline the responsibilities of City
and SCDOT. Any Project phases administered by SCDOT will be subject to scheduling and prioritization within SCDOT’s current workload.

If the Parties determine that encroachment permits are needed for any part of the Project, City shall submit an encroachment permit application package reflecting the as-built conditions to SCDOT.

SCDOT agrees to review the Project in a timely manner, and City agrees to reimburse SCDOT for direct costs associated with these reviews and coordination.

Where local roadways tie into the state roadway, changes within SCDOT’s right-of-way will fall under the terms of this Agreement unless changes are approved by SCDOT through an encroachment permit.

Additional Project details and location information are included in Exhibit A, attached hereto and incorporated herein.

II. OBLIGATIONS OF SCDOT:

a. SCDOT may perform any part of the work required of it under this Agreement with its own forces or may contract out any of the work or services to outside private or governmental consultants or contractors if SCDOT determines that such contracting out would be more efficient or cost effective or would result in more expeditious completion of the Project, upon prior notice to and consent of City. If outside forces are used, SCDOT shall provide City with the actual invoices for the work, and City will reimburse SCDOT according to the terms of this Agreement.

b. SCDOT shall coordinate with City and provide Project reviews for issuance of any necessary encroachment permit(s).

c. Except as provided elsewhere in this Agreement, or as specified otherwise in a separate agreement, SCDOT agrees to accept responsibility for normal maintenance of standard transportation materials, structures, and workmanship within SCDOT rights-of-way according to common local practices for the Project.

d. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 et seq.), SCDOT hereby assumes complete responsibility for any loss resulting from bodily injuries (including death) or damages to property, arising out of any negligent act or negligent failure to act on SCDOT’s part, or the part of any employee of SCDOT in the performance of the work undertaken under this Agreement.

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DRAFT
III. OBLIGATIONS OF CITY:

a. City shall provide, or cause to be provided, all services for the execution of activities for the planning, development, and delivery of the Project, unless noted otherwise herein.

b. City shall be responsible for obtaining and continuously maintaining the USCG permit for the Bridge in accordance with Title 33 of the Code of Federal Regulations.

c. City warrants that it will perform the work necessary under this Agreement in accordance with the standards of care and diligence normally practiced in the transportation industry for work of similar nature. The City shall be responsible for the work and cost of maintenance activities that may be required to maintain or preserve any such warranties.

d. City shall take all steps necessary to transfer to SCDOT any applicable manufacturer or other third-party warranties of any materials or other services used in the construction of the Project that will remain within SCDOT right-of-way.

e. The cost of the Project shall be borne solely by City.

f. City will not unreasonably withhold consent upon request by SCDOT to use outside forces as described in II.a.

IV. COMMUNICATIONS:

A. City and SCDOT agree that regular and thorough communication about this work is essential to the completion of the Project. City and SCDOT further agree that each Party will strive to communicate at both the management level and staff level.

1. The City Engineer and/or the designated City Representative shall meet with appropriate SCDOT staff on an as-needed basis.

2. Additional coordination meetings will be planned and mutually agreed upon as necessary to coordinate the work.

B. SCDOT will provide such technical support and advice as requested by City to assist in the planning and execution of the Project, subject to the provisions of this Agreement.

V. LIMITED RIGHTS OF USE AND OCCUPANCY

A. City shall have the limited right to use and occupy the air and surface space within the Area of Encroachment as defined above and as shown in Exhibit A
and further detailed in the RFC and as-built plans for the Bridge for the purposes of: construction, inspection, maintenance, control, operation, repair, replacement, reconstruction, and removal of the Bridge, subject to the terms of this Agreement, the associated SCDOT encroachment permit, and any permits issued by the USCG or other permitting authorities as appropriate.

B. Except as granted to City in this Agreement, SCDOT specifically reserves all other rights to and control over the airspace and surface space of the Area of Encroachment currently enjoyed by SCDOT.

C. City's use shall be subordinate at all times to SCDOT's primary use of US 17 for highway purposes, and City shall use and maintain the Bridge at all times in a manner that will not interfere with SCDOT's use of US 17 for highway purposes.

D. City shall be liable for any penalties, fines, or assessments incurred by SCDOT for the two existing SCDOT bridges if it is determined that the City, its contractors, or the Bridge itself are the reason for the penalties, fines, or assessments. City shall reimburse SCDOT for any penalties, fines, or assessments paid under this section, and shall reimburse SCDOT for reasonable attorneys' fees that may be incurred in defending SCDOT.

E. SCDOT makes no guarantee that any required permits from the USCG or other permitting authorities will be granted.

VI. OWNERSHIP

A. SCDOT warrants that it has property rights for highway purposes at the Area of Encroachment.

B. City warrants that it owns or will obtain any necessary property interests adjacent to and outside of the Area of Encroachment sufficient for City to construct, own, operate, and maintain the Bridge. Furthermore, City agrees that it will maintain ownership of the Bridge throughout the term of this Agreement, and for so long as the Bridge remains within the Area of Encroachment, unless otherwise specifically agreed to in writing by SCDOT.

VII. COSTS AND EXPENSES

A. City shall be solely responsible for all costs and expenses associated with the construction of the Bridge, including, but not limited to: project management, planning, design, environmental assessments or determinations, permitting costs and fees, acquisition of necessary easements or property interests, construction, construction engineering, inspections, and utility placement/movement/removal. In addition, any work required to satisfy or implement environmental requirements in relation to the design or construction of the Bridge will be accomplished at
the sole cost of the City for as long as the Bridge is located within the Area of Encroachment.

B. City shall be solely responsible for all costs and expenses associated with the ownership, operation, maintenance, inspection, control, repair, reconstruction, replacement, and removal of the Bridge and its support structures to ensure ongoing compliance with this Agreement for as long as the Bridge is located within the Area of Encroachment.

C. City shall be responsible for damages to SCDOT structures and facilities directly or proximately caused by the Bridge or its associated appurtenances, utilities, and structures.

D. In the event City should decide unilaterally to remove the Bridge, City shall be solely responsible for all costs and expenses associated with the removal of the Bridge at or before termination of this Agreement, including all costs and expenses associated with restoring the Area of Encroachment to its condition as of the date of execution of this Agreement.

E. City shall reimburse SCDOT for its reasonable labor and expenses any time it is necessary for SCDOT to provide a designated representative during City activities which may impact the free flow of traffic or the safety of the traveling public or alter the normal operations of the existing structures and function of the Bridge, including, but not limited to: routine maintenance, inspections, and repairs.

F. City will also reimburse SCDOT for its reasonable labor and expenses for SCDOT personnel and equipment in the event it is necessary to impede traffic lanes or detour existing traffic in response to emergency events. For purposes of this Agreement, “emergency event” shall be defined as any situation that immediately affects the operation of the Bridge and would negatively impact vehicular, pedestrian, or boat traffic. If it is necessary for SCDOT to intercede in any activities, City shall reimburse SCDOT for its reasonable labor and expenses for SCDOT personnel and equipment and any other expense that may be incurred as part of this action. City understands that highway traffic may not be restricted or impeded except as specifically authorized in advance by SCDOT.

G. SCDOT shall submit a written, itemized invoice to City within 60 days from the date that: (1) SCDOT incurs a cost or expense for which it seeks reimbursement from City, or (2) SCDOT provides a service for which it is entitled to be reimbursed under the terms of this Agreement. Unless the Parties have previously agreed in writing upon a specified rate, unit price, or fixed sum for any material, equipment, or service for which SCDOT will seek reimbursement, SCDOT shall document its actual cost or expense and the method or basis for calculating the amount of such cost or expense on or before the date SCDOT submits its invoice or request for payment for
the cost or expense. Except in the event of emergency services or equipment, SCDOT shall provide a rough estimate to City for any material, equipment, service, or other reimbursable cost or expense to be incurred by SCDOT in excess of $5,000.00. SCDOT covenants that it shall substantially comply with the terms of this Section in good faith as a condition of its right to be reimbursed by City for costs, expenses, and services in accordance with this Agreement. City shall remit payment to SCDOT within 30 days of receipt of SCDOT's invoice or request for payment.

VIII. **ASSET MANAGEMENT**

City acknowledges that SCDOT currently has an asset management contractor responsible for the operation and maintenance of the adjacent Legare Bridge.

The Parties recognize that having the same contractor perform these services for the Bridge will result in benefits to both Parties. To realize these benefits:

SCDOT will make all reasonable efforts to add the Bridge to its existing asset management contract(s). City shall make the initial and annual payments for the asset management services in advance. SCDOT shall be entitled to draw reimbursement for accounting costs to provide time and material records to City.

If SCDOT is not able to add the Bridge to its existing asset management contract(s), a new agreement or an amendment to this Agreement will be required.

City shall designate a point of contact, with 24/7 availability, and shall have a process in place that will allow for maintenance and repair decisions to be made quickly in emergency situations such as a bridge hit. This point of contact shall have all necessary authority to initiate repairs as may be needed. City shall, as needed, have a contracting mechanism in place or an emergency procurement process defined to make these repairs. If the City delegates emergency repair responsibilities to SCDOT, then it is understood that the authority to make decisions regarding the repair will accompany the repair responsibility as well.

City shall be liable for any fines, penalties, and costs incurred by SCDOT as a result of the Bridge impeding vessel traffic.

IX. **INSPECTION**

City acknowledges that SCDOT currently has an existing consultant contract responsible for inspection services in accordance with the National Bridge Inspection Standard (NBIS) inspection requirements of its existing bridge structures at this location.

The Parties recognize that having the same contractor perform these services for the Bridge will result in benefits to both Parties. To realize these benefits:
SCDOT will make all reasonable efforts to add the Bridge to its existing inspection contract(s). The City shall make payment to SCDOT in full when the services are performed.

If SCDOT is not able to add the Bridge to its existing maintenance contract(s), a new agreement or an amendment to this Agreement will be required.

X. DESIGN REQUIREMENTS

A. City shall design the Bridge in accordance with SCDOT’s design standards and specifications. SCDOT shall have the right to review and approve the design plans for items that tie into or have the potential to directly impact SCDOT infrastructure, but this review shall not absolve City of its responsibility to design and build the Bridge in accordance with the design requirements or shift any responsibility for such design to SCDOT. All final design plans issued for construction shall be signed and sealed by a professional engineer licensed in the State of South Carolina.

B. Bridge design shall adhere to all SCDOT Bridge Design Criteria and AASHTO LRFD Movable Bridge Design Criteria. This includes, but is not limited to: geotechnical, structural, and seismic design requirements. The design shall assure the future safety of the highway facility and for marine traffic.

C. Control Systems shall be designed to be synchronized with and to work in conjunction with SCDOT’s existing bridge structures. SCDOT shall have direct oversight and decision authority over this design aspect and any scope of work that involves construction activities on the existing SCDOT owned movable bridges.

D. Bridge Operations. It is anticipated that the Bridge can be operated from the existing US 17 NB bridge tender house by a single bridge tender. This operation is contingent upon the implementation of appropriate safety systems, measures, and protocols. Should at any point it be determined that the Bridge is unsafe to be operated by a single bridge tender, a second bridge tender will be required.

E. Power Systems. City shall be permitted to draw primary power from SCDOT’s existing bridge structures. If City elects to draw power from the existing structures, the power system must be designed and upgraded with enough capacity to run the Ashley River Bridge, Legare Bridge, and the Bridge structures simultaneously in an emergency system without overloading. City shall be responsible for the cost of any upgrades necessary to meet this requirement and to ensure that the operation of the SCDOT structures is not adversely affected. City shall be required to have
their own power backup. The operational sequence of the bridges should be such that it prevents a power demand overload that may result from simultaneous operation of the bridges. If submarine cables are used, City shall be responsible for any subaqueous utility locates in the event of future 811 calls.

F. Fenders, Signage, and Lighting. Fender systems will be required to be tied together. Each USCG perimette shall be responsible for any fines, assessments, or penalties associated with hazards created by vessel strikes and/or deterioration of their respective systems. City shall be responsible for erecting and maintaining a monument or marker to denote the physical limits of fender responsibility for each Party. Pursuant to the terms of the asset management contract, and if SCDOT is able to add the Bridge to its existing asset management contract(s), SCDOT's asset management contractor shall be responsible for installing and maintaining any required signage or lighting on the Bridge and associated structures, and shall be responsible for any fines, assessments, or penalties related to the signage and lighting.

G. The design, occupancy, and use of any structure over the waterway shall not interfere with the use, safety, appearance, or the enjoyment of the waterway, nor produce fumes, vapors, odors, drippings, droppings, or discharges of any kind.

H. The use of airspace shall not result in either highway or non-highway users being unduly exposed to hazardous conditions because of Bridge location, design, maintenance, and operation features.

I. Appropriate safety precautions and features must be incorporated in the design to minimize the possibility of injury to users of either the highway facility, the Bridge, or the waterway due to highway or non-highway incidents.

J. The Bridge shall be fire resistant in accordance with standards acceptable to SCDOT and FHWA. The placement of aesthetic items, structures, or facilities which utilize combustible materials that may be fire hazards are prohibited on the Bridge. Bridge access must be provided for emergency response, as may be needed. If emergency response includes access for vehicular traffic, the load rating of the Bridge must include all possible vehicles and be able to safely carry them.

K. Adequate security measures shall be in place to ensure the safety of the facility from both natural disasters and human actions, whether accidental or intentional. Examples of such measures include: the use of bollards to restrict vehicular traffic, pier protection devices, and sufficient caging to avoid the accidental or intentional dropping of materials from the Bridge and its support structures deck onto the area below.
L. City understands and agrees to cooperate with the coordination required by and between multiple divisions of SCDOT to obtain the necessary and required approvals to proceed with construction of the Bridge and its support structures, and also to perform future maintenance and inspections upon the Bridge and its support structures as more specifically set forth in this Agreement. Such divisions include, but are not limited to: SCDOT's planning, design, bridge, environmental, traffic, operations, and maintenance divisions / districts. City's primary point of contact with SCDOT shall facilitate City's coordination with such divisions as required.

M. Construction of the Bridge shall not require any temporary or permanent change in alignment or profile of an existing highway without prior approval by SCDOT. Construction of the Bridge shall not have any operational impact to the existing two US 17 bridges unless specifically approved in advance by SCDOT. City will be liable for any unapproved impact to the existing US 17 bridges.

N. City shall be solely responsible for any hazardous waste contamination that may result from the construction, maintenance, operation, and use of the Bridge, without liability to SCDOT.

O. To the extent required by law, City shall design, construct, and operate the Bridge in compliance with the Americans with Disabilities Act and the December 2014 edition of the SCDOT ADA Transition Plan.

P. Bridge shall be designed with redundant, positive structural stops that will prevent the Bridge from striking SCDOT's existing bridge structures.

Q. Bridge shall be designed to facilitate all necessary equipment and access for the required inspections.

R. SCDOT's Office of Materials and Research shall approve the pavement design on roads within or intended for the state system and shall respond to City within 30 business days from the time City submits the pavement design for review. Approval of pavement designs on state maintained roadways require the SCDOT Pavement Design Engineer's signature on the typical sections of the final construction plans. Any changes to this pavement design must be reviewed and approved by the SCDOT Pavement Design Engineer.

S. City will submit a cover letter with plan submittals verifying that a Quality Control (QC) review has been performed by either City or a third party consultant.

T. SCDOT will provide reviews of the design plans and other contract documents and provide written comments to City within 30 business days.
of the time City submits the plans for review. Plans or other design
documentation will be sent to SCDOT at the following stages of the Project:

- Concept (optional)
- Preliminary
- Right-of-way
- Final design

U. City shall submit the design in a form that is acceptable to SCDOT's
reviewer. Design reviews will be accomplished by SCDOT and review
comments will be returned to City within 30 business days from the time
City submits the review documents to SCDOT. A complete list of
comments will be submitted from SCDOT's Project Manager. City will
notify SCDOT at least two weeks in advance of the submission of
documents to be reviewed. Project shall not be advanced to right-of-way
or construction until written authorization is provided by SCDOT.

V. Design plans and documents submitted to SCDOT for reviews by shall be
provided in electronic (.pdf) format unless otherwise requested by
SCDOT's reviewer. City shall utilize file transfer protocol (FTP), or other
agreed upon platform, to transfer the documents to be reviewed.

W. During the development of design of the Project, consideration should be
given to costs associated with long term maintenance of items
incorporated into the Project. SCDOT reserves the right to request
alternative solutions that would present lower long-term maintenance
costs, lower inspection costs, and solutions that would provide higher
operational reliability and redundancy for items that City seeks SCDOT to
maintain.

X. SCDOT agrees to provide written notice of "Authority to Proceed" or
review comments if further clarification or correction is needed regarding
the Construction Plans within 30 business days of the time City submits
the final plans for review. SCDOT's "written authority to proceed" shall
signify that i) Construction Plans are approved and that ii) the City may
begin application for any needed encroachment permits. SCDOT's
issuance of the Encroachment Permit shall serve as right-of-entry and
written "Notice to Proceed" with construction.

XI. RIGHT-OF-WAY ACQUISITION

City shall acquire all rights-of-way necessary for highway purposes in its own name.
Acquisition of rights-of-way to be turned over to SCDOT shall be acquired in accordance
with the United States Uniform Relocation Assistance and Real Property Acquisition
thereunder including 49 C.F.R. Part 24, the South Carolina Eminent Domain Procedures
Act, and SCDOT’s Office of Right of Way Acquisition Manual. Title instruments acquired on the Project to be conveyed to SCDOT shall be documented on standard SCDOT right-of-way forms. Right-of-way limits shall be set according to standard SCDOT practices, utilizing the SCDOT Roadway Design Manual and the SCDOT Plan Preparation Guide. These limits shall encompass all pertinent highway facilities and structures necessary for the construction and maintenance of the roadway.

With respect to the acquisitions:

City Shall:

a. Acquire right-of-way in fee simple title absolute by recordable warranty deeds or easement interest as directed by SCDOT. All titles shall be recorded in the land records of Charleston County.

b. Perform title searches for each property to be acquired and provide SCDOT with Certificates of Title signed by an attorney licensed to practice law in South Carolina. Preliminary title abstracts must be provided prior to property being appraised.

c. In accordance with and when required by SCDOT’s Appraisal Manual, provide an acceptable appraisal for each property by an appraiser from SCDOT’s approved appraisers list. All contracts for appraisals shall obligate the appraiser to provide court testimony in the event of condemnation. City shall obtain appraisal reviews complying with technical review guidelines of the Appraisal Manual and make a recommendation of just compensation. The reviewed appraisal must be approved by SCDOT’s right-of-way representative prior to the offer to purchase being made to the landowner.

d. In the event of condemnation, the necessary documents as required by the Eminent Domain Procedures Act, S.C. Code Ann. §§ 28-2-10 et seq., will be prepared and City will utilize its Eminent Domain authority to acquire title. City shall be responsible for securing legal representation familiar with Eminent Domain in South Carolina. Condemnation shall be by way of trial after rejection of the amount tendered as provided in S.C. Code § 28-2-240.

e. Retain all records dealing with property acquisition, and all other costs associated with this Project, for three years after the “Final Acceptance Date” of the Project by SCDOT. The “Final Acceptance Date” shall be the date which the “Report Recommending Roads for State Maintenance” (Form 100.03) is approved by SCDOT. City or its authorized representative will make such records available for audit and review upon request.
f. City is responsible for establishing and maintaining Quality Control and Quality Assurance procedures for the entire right-of-way acquisition process.

g. Provide relocation assistance in accordance with SCDOT’s Relocation Manual. All relocation housing payment offers shall be approved by SCDOT prior to being offered to displaces. City shall issue 90 and 30 - day notices of displacement in accordance with State and federal guidelines.

h. City shall be responsible for the disposition of all identified improvements being acquired on a Project prior to the obligation date of the construction.

i. Establish specific milestone dates for the different phases of the right-of-way acquisition, and provide reports every two months indicating the status of each individual parcel while right-of-way activities are underway on the Project.

j. Provide a Right-of-Way Certification in a form acceptable to SCDOT ensuring that all property necessary for construction of the Project has been secured and that all displaces have been relocated prior to advertising for construction bids.

k. At the completion of the Project, City shall prepare a ROW exhibit and master deed reflecting the rights-of-way to be conveyed to SCDOT as a part of the Project. These documents must be prepared and submitted prior to or at Project close-out.

SCDOT Shall:

a. Review and approve Right-of-Way plans and authorize the City to proceed with Right-of-Way acquisition.

b. Provide approval of the Right-of-Way Certification and authorization to proceed to construction.

XII. CONSTRUCTION REQUIREMENTS

A. All work shall conform to SCDOT’s standards of construction and shall be performed in a workman-like manner. It is expressly understood that the encroachment shall be constructed in accordance with the approved plans. City agrees to comply with and be bound by SCDOT’s “Policy for Accommodating Utilities on Highway Right of Way,” then current at the time of construction, maintenance, or repair and “2007 Standard Specifications for Highway Construction,” as supplemented, including all Supplemental Technical Specifications, then current at the time of
construction, maintenance, or repair. City shall make adequate provisions for maintaining the proper drainage of US 17 as it may be affected by the construction of the Bridge and associated structures and walkways. All work shall be subject to the satisfaction of SCDOT.

B. City shall provide a complete set of City’s plans and specifications for construction for SCDOT’s review. These plans and specifications shall set forth all aspects of the Project, including the coordination and timing of phasing, and shall also provide such additional and further documentation as requested by SCDOT so that it may complete its review. City’s plans must be prepared and signed by a professional engineer licensed in the State of South Carolina. SCDOT will promptly review the City’s construction plans, and agrees that its approval will not be unreasonably withheld, delayed, or denied so long as the plans conform to all applicable SCDOT requirements as well as applicable federal, state, and local laws, ordinances, rules, and regulations. If a fundamental disagreement occurs with regard to City’s plans and specifications for construction, City agrees to make such reasonable modifications as can be made to the plans such that the project may proceed with SCDOT’s approval.

C. Prior to the commencement of any work on SCDOT right-of-way, City, through its chosen contractor, shall provide a Performance Bond or Letter of Credit to SCDOT to secure the performance of its obligations to construct the Bridge pursuant to this Agreement. The Performance Bond or Letter of Credit shall be in the full amount of the estimate for the construction of the Bridge. The Performance Bond or Letter of Credit shall be presented to SCDOT’s District Six Office prior to the issuance of the Notice to Proceed.

D. SCDOT shall document the conclusion of its pre-construction review and approval process by providing City a written notice to proceed. No occupation, construction, or alteration of the Area of Encroachment may occur until SCDOT has issued the Notice to Proceed.

E. All construction equipment shall not come within 15 feet of SCDOT’s existing bridge structures without prior SCDOT approval.

F. No barges, boats, or other vessels shall be permitted to tie off to SCDOT’s piling.

G. No positive attachment, other than that required for the permanent Bridge structure and approved by SCDOT, shall be permitted on SCDOT’s existing bridge structures.

H. Commencement of Construction; Obligations.

1. Upon receipt of SCDOT’s Notice to Proceed, City shall be entitled to commence construction of the Bridge in a manner consistent with City’s
properly submitted and accepted construction plans, and consistent with all SCDOT-issued permits and approvals.

2. City shall provide for proper project management, inspection, oversight, and control of all elements of construction. City shall also provide Quality Acceptance testing, inspection, and other services sufficient to provide certification to SCDOT that the construction and materials used for construction are in conformance with the plans and specifications set forth in the contract documents. The inspectors and engineers performing Quality Acceptance testing and inspection shall be SCDOT certified in the area of testing and inspections being performed. All acceptance sampling and testing shall be performed in accordance with the Quality Control (QC) sampling and testing schedule and frequency specified in SCDOT's Construction Manual. The engineer of record may not also provide Construction Engineering and Inspections services on State-maintained facilities.

3. City shall ensure that the Bridge is constructed in strict compliance with the accepted construction plans and specifications, or as amended by any change orders approved in advance by SCDOT.

4. City shall complete all necessary material testing in accordance with SCDOT requirements.

5. City shall obtain SCDOT concurrence to accept material that does not conform to contract requirements. Such concurrence shall be documented by the use of SCDOT Form 100.09, and must be approved by SCDOT's District Engineering Administrator and SCDOT's Director of Construction. The request for concurrence must be initiated by City no later than 45 days after incorporation of the non-conforming material.

6. SCDOT reserves the right to conduct construction oversight, to include sampling and testing of materials, within SCDOT's right-of-way at the discretion of the Deputy Secretary for Engineering. All direct costs incurred by SCDOT associated with construction oversight shall be reimbursed by City in accordance with the terms of this Agreement.

7. The project may be subject to periodic reviews / inspections by SCDOT's Quality Management Team and Environmental Compliance Team at SCDOT's discretion and with 24 hours' notice to City.

8. To facilitate the coordination of construction activities and to ensure that the work is constructed in accordance with the applicable provisions, City and SCDOT agree as follows:
a. As needed, project field reviews will be made by both City’s and SCDOT’s construction representatives to discuss project status, mutual concerns, and construction issues.

b. Contract documents will be furnished to SCDOT upon request.

c. Copies of test results shall be provided to SCDOT upon request so test data and results can be evaluated. Periodic reviews of test reports and summaries may be made by SCDOT.

d. Copies of Daily Work Reports, diaries, meeting minutes, and all documents associated with the construction management of the project shall be provided to SCDOT upon request.

e. Project traffic control reviews for safety and specification compliance will be made and documented on SCDOT Form 600.02 by City or their agent. Daytime reviews shall be conducted at least once per week, and a nighttime inspection will be performed at least once per month.

f. Erosion control reviews will be made on a schedule as required by the NPDES General Construction Permit. Erosion control reviews will be made in accordance with the latest edition of SCDOT’s Supplemental Specification on Seeding and Erosion Control Measures. Observations will be documented on SCDOT’s Erosion Control Form 800.02. City will apply for and acquire all necessary permits, to include the NPDES General Construction Permit in the name of City. City will comply with all NPDES requirements and will be responsible for all fines associated with the resolution of any enforcement actions that may arise as a result of non-compliance.

1. SCDOT Review / Limitations.

1. During construction, SCDOT will rely on the professional performance and ability of City, its agents and representatives, and its selected contractors.

2. Examination by SCDOT, or any acceptance or use of the work product, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work which would relieve City from its liability or expense for the work to be accomplished by City pursuant to this Agreement.

3. Acceptance or approval of any of the work by SCDOT will not constitute a waiver of any rights of SCDOT to recover damages from City that are caused by any error, omission, or negligence of City, its agents, consulting engineers, or contractors in the performance of the
design, construction, maintenance, inspection, or repair of the Bridge. Further, if due to error, omission, or negligence of City, its agents, consulting engineers, or contractors, the plans, specifications, and estimates are found to be in error, or there are omissions therein revealed during the construction, maintenance, inspection, or repair of the Bridge and revision or reworking of the plans is necessary. City shall make all such revisions without expense to SCDOT.

4. To the extent permitted by existing South Carolina law and within the public policy limits of the South Carolina Tort Claims Act (SC Code § 15-78-10 et seq.), City will be responsible for all damages incurred by SCDOT or third parties caused by error, omission, or negligent acts of City, City’s employees, agents, consultants, or contractors in the design, construction, maintenance, inspection, repair, or use of the Bridge.

XIII. ACCEPTANCE

1. Upon completion of the project, City shall submit the Project Closure Checklist (attached hereto as Attachment A) including the following Project documentation to SCDOT:

   a. Copies of required environmental documents/permits

   b. Design documents
      i. As described elsewhere in this Agreement;
      ii. Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 and in accordance with the current version of SCDOT’s As-Built construction Plans Supplemental Specification;
      iii. Electronic files of the Final Project plans as described in SCDOT’s “Road Design Reference Material for Consultant Prepared Plans”;
      iv. Final Stormwater Reports.

   c. Right-of-way documents
      i. Appraisals;
      ii. Title search information;
      iii. Deeds sufficient to convey to SCDOT any additional highway right-of-way acquired by City. Titles shall be by special warranty and sufficient to convey the entire interest obtained by City from the Landowner;
      iv. Correspondence with property owners;
      v. Master exhibit prepared by the engineer of record outlining the rights-of-way to be conveyed to SCDOT;

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vi. Diaries or agents’ worksheets related to the acquisition of right-of-
way;

vii. All Utility Agreements and No Cost Letters with supporting
documentation;

viii. Summary sheet showing all payments made by City against each
Utility Agreement;

ix. If applicable, all supporting information for cost increases to Utility
Agreements.

d. Construction documents

i. As-built drawings - In addition to those documents set forth
elsewhere in this Agreement, City shall provide, within 90 days after
Final Completion, two marked-up sets of final construction
drawings reflecting the as-built condition of the project based on
information provided by the construction contractor and verified by
City. “As-built” plans must be drawn to scale, and be based on the
project survey stationing. These plans will include as-built
information for utilities. These plans will be sufficient to establish
the precise location of all utilities and appurtenances as well as
provide key information for future determination of the extent of
prior rights. “As-built” utility plans must include at a minimum the
following:

- Survey centerline and existing roadway centerline if different,
  with labeled stationing.
- Existing and new right-of-way lines, and City easement lines
- Final location of utility lines and appurtenances

ii. Test reports

iii. Daily construction diaries

e. Other documents

i. All applicable warranty documents;

ii. Specific operations and maintenance manuals (as reviewed and
approved by SCDOT);

iii. As it relates to non-bridge items that may be in SCDOT right-of-
way and transferred to SCDOT, assignments to SCDOT of all
contractors’ payment and performance bonds in connection with the
project and a copy of the Consents of Surety for final payment;

iv. As it relates to non-bridge items that may be in SCDOT right-of-
way and transferred to SCDOT, assignments, releases, affidavits, or
other proof of payment to indicate full payment of all claims by
contractors, their subcontractors, or suppliers;
3. City shall be responsible for the maintenance of any special or unique features, enhancements, or nonstandard materials that are incorporated into the project, such as, but not limited to: noise walls, hardscape treatments, landscaping, lighting (aesthetic non-standard), mast arms, and street furniture.

XIV. TRAFFIC CONTROL RESPONSIBILITIES

City shall own, control, construct, operate, maintain, repair, inspect, reconstruct, and remove the Bridge in a manner that does not impact the safety of traffic on US 17 or on the Ashley River and will cause no unreasonable interference with the use of the highway or the river by the travelling public or by SCDOT. City shall not close, restrict, or impede the free flow of traffic on US 17 except in a manner consistent with SCDOT's Standard Drawings, The Rule on Work Zone Safety and Mobility, Policy and Guidelines, Hourly Restrictions for Lane Closures found at SCDOT's website, and the Manual on Uniform Traffic Control Devices (MUTCD), then current at the time of closure, restriction, or impediment of the free flow of traffic. In no event shall closure, restriction, or impediment of the free flow of traffic occur unless specifically approved in advance by SCDOT, except in the case of an emergency. All traffic control shall comply with SCDOT Standards for Traffic Control.

XV. PROTECTION OF UTILITIES

This Agreement is subject to all existing utilities and rights of such utility providers. City shall be responsible for identifying the location of existing utilities, including SCDOT utilities, that may be affected by the construction of the Bridge, establish whether SCDOT or the utility has prior rights, obtain all necessary utility agreements, and pay for the cost of any required relocations in accordance with SCDOT's "Utility Accommodations Manual."

XVI. ALTERATIONS

Once constructed, City shall not make any alterations, modifications, or changes to the Bridge without the advance written permission of SCDOT.

XVII. MAINTENANCE AND INSPECTION REQUIREMENTS

A. Any activity by City that could potentially affect the operations of the Ashley River Bridge and Legare Bridge must be approved in advance by SCDOT.

B. Except as provided elsewhere in this Agreement, City shall be solely responsible for the ownership, operation, maintenance, control, repair, inspection, load ratings, reconstruction, and removal of the Bridge, all of which shall occur at no expense to SCDOT. City shall comply with SCDOT's bridge maintenance and inspection specifications for National
Bridge Inspection Standard ("NBIS") structures. Although the Bridge is designed for pedestrian and bicycle use, it shall be inspected and load rated as if it were an NBIS structure. Accordingly, operation of the Bridge must be in accordance with all SCDOT standards and policies that govern the operation of SCDOT movable bridges.

C. City shall conduct an inspection of the Bridge in compliance with the NBIS then current at the time of each inspection. This shall include: structural, fracture critical, complex, routine, underwater, mechanical, electrical, special, and any other inspections required by federal requirements for NBIS structures. Such inspections must occur prior to opening the Bridge to the public and subsequently every 24 months, or more frequently if required by law, and more frequently where structural damage or deterioration becomes evident or in the event of emergency circumstances that could potentially impact the integrity of the structure, or if deemed necessary by SCDOT. These inspections and reports shall be performed in accordance with the then current version of the SCDOT Bridge Inspection Guidance Document for NBIS structures. City agrees that SCDOT has no duty to inspect, report, or remedy observed conditions (even if SCDOT has notice of said conditions) on the Bridge. City shall promptly and adequately address any critical finding and other safety concerns that are identified during inspections, or otherwise.

D. A load rating must be performed during the design phase of the Bridge construction project and subsequent load rating analyses performed as conditions warrant in accordance with the then current version of the SCDOT Load Rating Guidance Document. A copy of each load rating report must be submitted to SCDOT upon completion of the load rating analysis. Load restrictions shall be placed on the Bridge as dictated by the load rating report by City and at the expense of City. Any load traversing the Bridge shall not exceed the allowable limits as specified in the load rating report.

E. A scour assessment shall be completed as part of the design phase of the Bridge and accepted by SCDOT. A scour re-evaluation will need to be performed based on inspection findings as needed. A scour study shall be performed, which shall include scour inspections prior to, during, and after construction of the Bridge. City shall be responsible for remediation if the scour study shows progressively worse issues due to the Bridge.

F. City shall obtain written approval from SCDOT prior to engaging in maintenance, repair, or inspection activities on the Bridge from SCDOT right-of-way. City shall be responsible for providing public notice and appropriate signage in the event that the Bridge is temporarily closed due to maintenance, repair, or inspections.
G. SCDOT shall have the right, but not the duty, to access the Bridge at all reasonable times, with prior notice to City, to view all portions of the Bridge for compliance with this Agreement and to notify City of any issues identified.

H. In the event SCDOT discovers disrepair or deterioration to the Bridge which has not been addressed by City, SCDOT shall notify City of such condition, and require correction of the same within a reasonable time period specified by SCDOT, but not less than thirty (30) days. Significant disrepair or deterioration which could impact or interfere with public safety shall be addressed by City immediately. SCDOT shall have the right, but not the obligation, to perform necessary repairs or maintenance upon the Bridge after reasonable notice to City and if failure of City to correct the issue within the timeframe specified by SCDOT. City shall reimburse SCDOT for all reasonable labor and direct expenses incurred by SCDOT to complete any such repairs or maintenance.

i. SCDOT reserves the right to close the Bridge if City refuses to take action to remedy a capacity or safety issue. “Closure” in this case shall mean the Bridge shall be opened and secured in the open position so as to not be an impediment to maritime traffic or the operation of the existing US 17 bridges.

I. City shall be solely responsible for the prompt repair and cost of any damage to the Bridge caused by vehicle crashes, vessel strikes, vandalism, or other acts or omissions by third-parties. City shall be solely responsible for collecting reimbursement for any and all damages from the entity/entities that caused such damage. In an emergency event, SCDOT may take such actions as may be required to protect the travelling public. SCDOT shall notify City of any emergency activities as soon as possible upon making the decision to conduct any emergency activities on the Bridge.

J. Except in emergency situations, all repair and rehabilitation work shall be subject to the prior approval of SCDOT. All repair and rehabilitation work shall be in accordance with SCDOT’s then current standard design and construction requirements and specifications. The work must be designed and approved by a professional engineer licensed in the State of South Carolina. Records of all repair and rehabilitation work shall be retained by City and shall be subject to inspection by SCDOT.

XVIII. LIGHTING

A. City and/or its agents shall only install lighting or illumination devices approved in advance by SCDOT. Such lighting shall not shine or direct any light upon the highway right-of-way in any direction in a manner that could cause distraction or impairment to travelers on the highway.
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B. SCDOT shall have the right to remove any unapproved, non-conforming, or improperly installed lighting or illumination devices placed on the Bridge or within the Area of Encroachment. Alternatively, SCDOT may direct City in writing to remove same. If City fails to comply with SCDOT’s request within 24 hours, SCDOT shall proceed with removal, which shall be done at City’s expense.

C. This section shall not apply to lighting requirements imposed by the USCG for hazard avoidance and navigation.

XIX. OUTDOOR ADVERTISING

City shall not erect, display, or allow or cause to be erected or displayed any outdoor advertising, including, but not limited to: signs, banners, bridge art, or devices of any kind on the Bridge or Area of Encroachment or within the US 17 right-of-way. To the extent that some portions of the Bridge are outside of SCDOT right-of-way, City must comply with state, federal, and local laws, rules, and regulations pertaining to outdoor advertising.

XX. CONDITION OF THE AREA OF ENCROACHMENT

City acknowledges that it has examined and is familiar with the condition of the Area of Encroachment, and that no representations as to the condition or repair of the Area of Encroachment have been made to City by SCDOT. SCDOT makes no warranties or representations as to the condition of the Area of Encroachment or the US 17 right-of-way or its fitness for City’s intended use. SCDOT shall not be liable to City for any claims or damage occasioned by reason of the condition of the Area of Encroachment during the term of this Agreement.

XXI. ENVIRONMENTAL

A. City will carry out its work or services in compliance with all applicable Federal, State, and local environmental laws and regulations, and shall monitor and oversee the Project for such compliance. This responsibility shall include:

1. The preparation of necessary permit applications required by any state and/or federal governmental agency to complete the Project. City will be responsible for all resource and regulatory agency coordination required to secure and obtain permits.

2. Compliance with those stipulations and conditions under which City and/or SCDOT receives approval of applicable environmental documents and permits.

3. Preparation and submittal of the Notice of Intent (NOI).

4. Compliance with all secured permits. City will be the sole permittee and City will be solely responsible for environmental compliance, any permit conditions, and environmental commitments. If SCDOT determines it necessary to inspect
the Project for compliance, through use of existing staff or the Compliance on-call, then City is responsible for reimbursement of inspection costs to SCDOT. City will be the sole party responsible for resolution of any enforcement actions as a result of non-compliance with permit conditions and requirements to the extent that City or its agents were responsible for such breach or action causing the enforcement action.

5. Complying with applicable laws and regulations relating to potential or actual hazardous materials that may be encountered in the course of implementing each Project.

6. Carrying out all social, economic, and environmental studies required by law.

7. Completing all necessary modifications to approved permits as required by law.

B. City recognizes that SCDOT and/or FHWA or other agencies may have final review and approval for the environmental documentation required under the implementing regulations of the National Environmental Policy Act of 1969, 23 C.F.R. §771, et seq. City will be responsible for the preparation of any necessary permit applications required by any governmental agency to complete the Project and will work with SCDOT in coordinating and negotiating with the agency to secure the permits. City and their consultant must coordinate with the SCDOT Environmental Permitting Division when submitting a USACE 404 Permit application. Additionally, all coordination with USACE and SCDHEC is to occur through SCDOT’s Environmental Permitting Division. All work performed must be in accordance with SCDOT’s Environmental Consultant Scope, latest edition, and any amendments thereto, if applicable. City will comply with any regulatory agency requirements, and be responsible for resolution of any enforcement actions that may arise as a result of non-compliance with regulatory agency requirements.

C. City must provide an assessment of potential jurisdictional impacts for the Project to SCDOT’s Environmental Mitigation Manager. City and/or their Consultant shall coordinate, throughout Project development, with SCDOT’s Environmental Office to develop a strategy that meets City’s needs and assists in streamlining permit acquisition. City is responsible for developing a conceptual mitigation plan (or plans) if the Project requires compensation for unavoidable impacts. This plan (or plans) is to be submitted to SCDOT’s Environmental Mitigation Manager for review prior to any submittal of a 404 permit to USACE.

D. All permit conditions set by the State and/or Federal regulatory agencies must be reviewed and approved by SCDOT for all roads in the state system.

E. City shall conduct public involvement meetings for the Project in accordance with NEPA regulations, if required. In addition, non-mandatory public meetings may be held to discuss Project issues if desired by City. City shall notify representatives from SCDOT in advance of all meetings and shall notify other representatives from state, federal, and resource agencies as required.
F. Project shall not be advanced to right-of-way acquisition or construction phases until final approval of environmental documentation is obtained.

G. City shall be solely responsible for the clean-up of any environmental contamination caused by its use of the Area of Encroachment, except that City shall not be responsible for environmental contamination, or the clean-up of such contamination, that existed prior to City’s occupancy and use of the Area of Encroachment.

XXII. PROTECTION OF SCDOT PROPERTY AND FACILITIES

During construction and for so long as the Bridge is located within the Area of Encroachment, City shall have the obligation to protect SCDOT property and facilities that may be impacted by City’s activities or use of the Bridge or Area of Encroachment, and City shall be responsible for the expense, coordination, and undertaking of measures necessary to repair and restore any damaged property to its prior condition as approved by SCDOT, including the purchase of new materials where restoration using existing materials is not feasible or consistent with applicable requirements.

City shall be responsible for any claims, penalties, or fines charged to SCDOT in the event the Bridge damages any SCDOT facility and impedes river traffic.

XXIII. RESPONSIBILITY FOR CLAIMS

A. Within the limitations of the South Carolina Tort Claims Act, City shall be responsible for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on City’s part, or the part of any employee of City in performance of the work undertaken pursuant to this Agreement.

B. Notwithstanding any provision of this Agreement to the contrary, SCDOT shall, within the limitations of the South Carolina Tort Claims Act, be responsible for any loss resulting from bodily injuries (including death) or damages to property arising out of any negligent act or negligent failure to act on SCDOT’s part, or the part of any employee of SCDOT in performance of the work undertaken pursuant to this Agreement.

XXIV. INSURANCE

A. City shall require all contractors constructing, maintaining, repairing, replacing, reconstructing, or removing the Bridge to comply with the insurance requirements in SCDOT’s Standard Specifications, then standard at the time of work.

B. City shall require all consultants performing work on or related to the Bridge to indemnify and hold harmless City and SCDOT from claims and
liability due to negligent acts of consultants in connection with the Bridge. Consultants shall meet, at a minimum, insurance requirements listed in Exhibit “B,” attached hereto and incorporated herein.

C. SCDOT shall be named as an additional insured on applicable policies, and shall be given the same rights and insurance coverage as normally granted to additional insureds. In the event that any insurer issues a reservation of rights for SCDOT as an additional insured, SCDOT shall be entitled to employ independent counsel, of its choice, at consultant’s expense.

XXV. TERMINATION

A. SCDOT shall have the right to terminate this Agreement in the event that the Area of Encroachment is necessary for SCDOT’s use of US 17 for its primary use as a highway, for future widening purposes, or for replacement of the existing US 17 bridges.

B. In the event SCDOT constructs a new bridge at this location that would necessitate the removal of the Bridge, such removal will be at SCDOT’s expense. Additionally, SCDOT will design any new structure to include pedestrian and bicycle accommodations.

C. SCDOT shall have the right to terminate this Agreement if City fails to construct the Bridge, or once constructed, ceases to use the Bridge for the purposes contemplated herein.

D. SCDOT shall have the right to terminate this Agreement if City fails to fulfill the material terms thereof, and such breach is not corrected or City has not commenced to correct within 30 days after written notice of non-compliance has been given to City by SCDOT. If City cannot reasonably complete the correction or cure of such breach within the 30-day cure period, City shall be entitled to such additional time as necessary (not to exceed six months unless SCDOT agrees to a longer period in writing) to complete the correction or cure of the breach, provided that City commences correction within the initial 30 day cure period and thereafter pursues completion of the correction with reasonable diligence.

XXVI. AGREEMENT SUBJECT TO OTHER RIGHTS

A. This Agreement is being made subject to any and all existing public utility rights of use, reservations, easements, rights-of-way, control-of-access, zoning ordinances, and restrictions or protective covenants that may appear of record or by an onsite examination of the Area of Encroachment.
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B. It is distinctly understood that this Agreement does not in any way grant or release any rights lawfully possessed by the property owners abutting US 17 or who may own the underlying fee simple interest if SCDOT has only an easement interest. It is City’s responsibility to secure any such rights, as may be necessary to construct the Bridge.

XXVII. GENERAL TERMS

A. This Agreement shall take effect upon its execution and shall terminate upon the earlier of: written notification for cause from one Party to the other, or satisfaction of all terms and conditions of this Agreement.

B. The Parties hereto agree to conform to all applicable SCDOT policies, all State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance, and repair of roads and bridges, and other services covered under this Agreement.

C. The Parties, or their authorized agents, shall agree to hold consultations with each other as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the course of the Project for the purpose of resolving any unforeseen issues that may arise or items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, or amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by the Parties hereto.

D. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.

E. No waiver of any event of default by a Party hereunder shall be implied from any delay or omission by the other Party to take action on account of such event of default, and no express waiver shall affect any event of default other than the event of default specified in the waiver and it shall be operative only for the time and to the extent herein stated. Waivers of any covenants, terms, or conditions contained herein must be in writing and shall not be construed as a waiver of any subsequent or other breach of the same covenant, term, or condition. The consent or approval by a Party of any act by the other requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent or similar act. No single or partial exercise of any right or remedy of a Party hereunder shall preclude any further exercise thereof or the exercise of any other or different right or remedy.

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F. In the event a dispute or claim in connection with this Agreement shall arise between the Parties, the Parties shall meet in good faith and attempt to resolve any issues prior to taking legal or equitable action. Any lawsuit arising out of or relating to this Agreement shall be filed for non-jury proceedings in Charleston County.

G. All notices and other correspondence will be officially delivered as follows:

As to SCDOT:
SCDOT District Six  
Attn.: District Engineering Administrator  
6355 Fain Street  
North Charleston, South Carolina 29406

And

South Carolina Department of Transportation  
Deputy Secretary for Engineering  
Post Office Box 191  
Columbia, South Carolina 29202

As to City:
City of Charleston  
Legal Department  
50 Broad Street  
Charleston, South Carolina 29401

H. The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Party with respect to the administrative requirements, and also agree that no Party shall assign, sublet, or transfer its respective interest in this Agreement without the written consent of the other.

I. This Agreement is made and entered into for the sole protection and benefit of SCDOT, City, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights or standing to assert any rights under this Agreement in any manner.

J. Invalidation of any one or more of the provisions of this Agreement by a court of competent jurisdiction shall in no way affect any of the other provisions herein, all of which shall remain in full force and effect.

K. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as
such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

L. By executing this Agreement, the undersigned each affirm and certify that he or she has the authority to bind his or her principal thereto and that all necessary acts have been taken to duly authorize this Agreement under applicable law.

M. This Agreement with attached Exhibits and Certifications constitutes the entire Agreement between the Parties. This Agreement is to be interpreted under the laws of the State of South Carolina. All obligations of the Parties, each to the other, relating to the subject matter of this Agreement, contained in any other document or Agreement or based on any other communication prior to the execution of this Agreement have been satisfied or are superseded by this Agreement. This Agreement constitutes the entire Agreement between the Parties relating to the subject matter hereof.

N. The Parties make no representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth herein. The Parties' rights, liabilities, responsibilities, and remedies with respect to the services provided for in this Agreement shall be exclusively those expressly set forth in this Agreement.
EXHIBIT A
Additional Project Details
EXHIBIT B
INSURANCE REQUIREMENTS

Consultant shall, until this Agreement has been fully performed or until it has been terminated by SCDOT or City, take out and maintain as a normal business expense the following insurance policies:

1. Commercial General Liability (CGL) which shall include (Public Liability and Property Damage (PLPD) Insurance) and Completed Operations coverage,
2. Professional Errors and Omissions (E&O) Insurance,
3. Automobile Liability (Auto),
4. Worker's Compensation and Employer's Liability Insurance (Statutory Limits Required), and
5. Pollution Liability Insurance (for those consultants performing environmental services, drilling services, excavation services, or if the project involves the risk of environmental contamination) with coverage in the amount not less than customarily carried by any party in the performance of similar work and in such form and with such insurance carriers as are available to it and acceptable to SCDOT.

Consultant will secure and maintain such insurance as will protect it from:

1. Claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and for claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom;
2. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
3. Claims involving contractual liability insurance applicable to Consultant's obligations under the indemnity provisions of this contract;
4. Claims involving professional liability, to include errors, omissions, or negligent acts in the performance, by Consultant or by any entity for which Consultant is legally responsible, of professional services included in the work.
5. Claims involving information security risks, including without limitation: failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;
6. Claims involving privacy risks, including: failure to properly handle, manage, store, dispose of, destroy, or otherwise control non-public personally identifiable information in any format; loss of, unauthorized access to, or disclosure of confidential information; and any form of
invasion, infringement, or interference with rights of privacy, including breach of security/privacy laws or regulations:

Consultant shall purchase and maintain insurance from a company or companies that maintain an A.M. Best rating of not less than A-VII with coverage forms acceptable to SCDOT.

Certificates of Insurance acceptable to SCDOT will be provided to SCDOT prior to execution of this Agreement. These certificates shall:

1. list SCDOT and City as an additional insured under the CGL, PLPD, and Auto policies;
2. contain that the policies have a Per Project Endorsement;
3. reference the Project to which the certificate applies;
4. contain a provision that coverage afforded will not be canceled or reduced until at least 30 days prior written notice has been given to SCDOT and that the policies cannot be canceled for non-payment of premiums until at least 10 days prior written notice has been provided to SCDOT; and
5. show approved deductible amounts.

Consultant shall maintain continual additional insured status for SCDOT and City for the time period required to satisfy the statute of limitations for South Carolina. Send Notice of Cancellations to SCDOT’s Professional Services Contracting Office and City. Make certain that the policies are endorsed to reflect this requirement. Verification of additional insured status shall be furnished to SCDOT and City by including a copy of the endorsements with the Certificate of Insurance. CGL, PLPD, Pollution Liability, and Auto insurance shall apply as primary and noncontributory insurance with respect to any other insurance or self-insurance programs, including any deductibles afforded to or maintained by SCDOT and City. Consultant’s deductibles shall not exceed $250,000 without written consent of SCDOT and City, and certificates must show the deductible amounts. Consultant shall provide evidence of financial ability to cover the amount of this deductible at the time of execution of this Agreement and for every year thereafter until the insurance obligations set forth herein ends.

Consultant’s CGL, PLPD, Pollution Liability, and Auto insurance policies shall contain no provision providing that the limits available to an additional insured are less than the limits available to Consultant. SCDOT and City shall be given all the same rights and insurance coverage as normally granted to additional insureds. In the event that any Insurer issues a reservation of rights for SCDOT and City as an additional insured, SCDOT shall be entitled to employ independent counsel, of its choice, at Consultant’s expense.

There shall be no endorsements or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or work performed by Consultant.

Consultant shall waive its rights against SCDOT and City, other additional insured parties, and their respective agents, officers, directors, and employees for recovery of damages, or
any other claims, to the extent these damages are covered by the CGL, PLPD, Auto, and workers’ compensation policies maintained pursuant to this section of the Agreement.

After Final Invoice of the work, Consultant shall maintain E&O, CGL, Pollution Liability, and PLPD insurance coverage to include liability coverage for damage to insured's completed work equivalent to that provided under ISO CG 00 01 for three years.

By execution of this Agreement, Consultant accepts the responsibility to provide the liability insurance policies and endorsements as specified herein. Failure of SCDOT or City to identify a deficiency in the Certificate of Insurance submitted by Consultant as evidence of the specified insurance or to request other evidence of full compliance with the liability insurance specified shall not be construed as a waiver by SCDOT or City of Consultant’s obligation to provide and maintain the required insurance for the duration of the contract.
Attachment A: Project Closure Checklist
Submitted by City of Charleston
(Enter Project Name)
(Enter Date of Submittal)

The following documentation has been provided to SCDOT, in a format acceptable to SCDOT:

**County's Initial**

1) Copies of required environmental documents/permits
   a. Report showing NEPA/Permit Commitments complied with
   b. US Army Corps of Engineers Close-out report
   c. Notice of Termination for NPDES Permit

2) Design documents
   a) As described elsewhere in this Agreement
   b) Final Project plans suitable for delivery and recording pursuant to S.C. Code §57-5-570 (1991), and in accordance with SCDOT’s As-Built Construction Plans Supplemental Specification, latest version
   c) Electronic files of the Final Project plans as described in the SCDOT’s “Road Design Reference Material for Consultant Prepared Plans”

3) Right of way documents
   a) Appraisals
   b) Title search information
   c) Deeds sufficient to convey to the SCDOT the additional highway right of way acquired by the County. Titles shall be by special warranty and sufficient to convey the entire interest obtained by the County from the Landowner.
   d) Correspondence with property owners
e) Diaries or agents worksheets related to the acquisition of right of way

f) All Utility Agreements and No Cost Letters with supporting documentation.

g) Summary sheet showing all payments made by the County against each Utility Agreement.

h) If applicable, all supporting information for cost increases to Utility Agreements.

4) Construction documents
   a) As-built drawings – As detailed in the IGA
   b) Test reports
   c) Daily construction diaries

5) Other documents
   a) Assignments to the SCDOT of all contractors’ payment and performance bonds in connection with the Project and a copy of the Surety’s Consent for final payment.
   b) Releases, affidavits or other proof of payment to indicate full payment of all claims by contractors, their subcontractors or suppliers.
   c) DBE closeout obtained from SCDOT Office of Business Development, if federally funded and the Project had a DBE goal.

This is to certify that results of the tests on job control samples indicate that the materials incorporated into the construction work and the construction operation controlled by sampling and testing are in reasonably close conformity with the approved plans and specifications, and such results compare favorably with the results of record sampling and testing. SCDOT concurrence was obtained in all instances in which materials did not conform to contract requirements.

DATED: ___________ City of Charleston

By: ________________________________

Its: ________________________________

DATED: ___________ South Carolina Department of Transportation
Attachment "B"
SCDOT Sample Invoice
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management
SUBJECT: BARBERRY WOODS DRAINAGE IMPROVEMENT-SC OFFICE OF RESILIENCE-REVOLVING LOAN FUND APPLICATION

REQUEST: Approval to submit an application to the SC Office of Resilience Revolving Loan Fund in the amount of $3,000,000.00 to support the construction phase of the Barberry Woods Drainage Improvements project on Johns Island. No match is required for the loan. The pay-back period of the loan is 10 years with an interest rate no higher than 40% of the market interest rate (estimated around 1%). Loan program provides a potential for up to 25% of the loan to be converted to a no-match grant.

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 2022

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
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<tr>
<td>Dir. of SW Management</td>
<td>x</td>
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<tr>
<td>MBE Manager</td>
<td></td>
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</table>

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

If yes, provide the following: Dept/Div SW Mgmt-Proj. Mgmt Acct #

Balance in Account $0.00 Amount needed for this item $0.00

NEED: Identify any critical time constraint(s).

Loan program applications are done on a rolling basis.

CFO’s Signature:

FISCAL IMPACT: Funding for the loan payback and interest will come from the Drainage Fund

Mayor's Signature: John J. Tecklenburg, Mayor

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

To: Jennifer Cook, Assistant Clerk of Council
From: Matthew Fountain, Director of Stormwater Management
Subject: SCOR Revolving Loan Fund Application Submission – Barberry Woods Project
Date: 16 August 2022

The purpose of this memorandum is to request permission for the City of Charleston’s submission of the Revolving Loan Fund application to the South Carolina Office of Resilience who is administratively managing this program. The funds originated from the State. The application deadline is rolling, however, it is anticipated the City will submit their application by September of 2022.

The City is requesting $3,000,000 in funding. If awarded, the loan would provide funding for the construction phase of the Barberry Woods Drainage Improvement Project on Johns Island that is expected to begin in 2024 and completed by 2026. The project will restore a creek and wetlands in an almost 25-acre project area to mitigate flooding and provide natural storage during rainfall events. This wetland creek restoration will be transformed into a passive ecological park to be easily accessed by the public free-of-charge.

Regarding the loan details, the interest rate will be secured at about 1% with a 10-year payback period. The loan funding can be used as a match source for future federal grant opportunities. Another key feature of the loan program is up to 25% of the loan can be converted into a grant. Based on the loan request amount of $3,000,000, the City may be eligible to receive $750,000 in grant funding if the project meets certain criteria. Loan applications will be approved on a rolling basis by the State Fiscal Accountability Authority.

If awarded, the Project will be managed by the Stormwater Management Department. Please do not hesitate to contact me should you have any questions at <fountainm@charleston-sc.gov> or (843) 724-3754.
Revolution Loan Fund Program

The SC Office of Resilience (SCOR) Revolving Loan Fund Program offers low-interest loans to eligible entities anywhere in South Carolina to carry out buyout programs for properties that have experienced repetitive flood loss or to complete floodplain restoration projects.

ELIGIBLE PROJECTS

BUYOUTS of properties experiencing repetitive flood loss
FLOODPLAIN RESTORATION on lands already bought out using other funding sources

Priority will be given to projects which:
- Buyout blocks or groups of homes (avoiding the “checkerboard” effect)
- Buyout single-family primary residences and multifamily residences
- Use of Revolving Loan funds to leverage additional funding sources
- Serve low to moderate income households earning less than 125% of the median household income in the eligible fund recipient’s area
- Implement activities consistent with the goals and priorities of the Statewide Strategic Resilience and Risk Reduction Plan

LOAN DETAILS

SCOR Revolving Loan Funds will have a low interest rate no higher than 40% of the market interest rate defined by the ten-year United States Treasury Yield Curve (TYC).

Implementing beneficial flood mitigation practices can earn loan awardees an additional financial incentive. Awardees may qualify to have up to 25% of their loan converted into a grant not requiring repayment. The amount is determined at the time the loan is closed.

No loans or grants will be provided for activities that involve homes built after July 1, 2020, and/or the use of eminent domain.

HOW TO APPLY

For more information on the Revolving Loan Fund Program or to request an application packet, please email your request to don.simmons@scor.sc.gov or call (803) 822-9578. You can also visit our website at scor.sc.gov.

ELIGIBLE APPLICANTS

Any state agency, commission, or local government in South Carolina, or land trusts operating in South Carolina and accredited by the Land Trust Accreditation Commission.
## SC Resilience Revolving Loan Fund (RLF)
### Project Application Cover Page & Framework

**Applicant Name:**

**Contact Information:**

<table>
<thead>
<tr>
<th>Project Location:</th>
<th>Loan Amount:</th>
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<tbody>
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<td></td>
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<table>
<thead>
<tr>
<th>Eligibility Category:</th>
<th>Requested Terms:</th>
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</table>

### Detailed Project Description & Explanation of How Project Fits RRF Priorities:

*(Applicants Should Review Project Evaluation Tool to Ensure All Information Required for Their Project Type is Included in the Application, Additional Sheets & Documents May Be Attached as Needed)*

### Explain What Means Applicant Will Used to Repay the Loan:

*(Additional Sheets & Documentation May Be Attached as Needed)*

### Project Budget

<table>
<thead>
<tr>
<th>Provide Funding Sources Below:</th>
<th>Local/State:</th>
<th>Federal:</th>
<th>SCRRF Loan:</th>
<th>Project Total:</th>
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<tbody>
<tr>
<td>Source #1:</td>
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<td>Source #2:</td>
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<td>Source #3:</td>
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<td>Source #4:</td>
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<td>Source #5:</td>
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<td><strong>Total Funding from All Sources:</strong></td>
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### Applicant Certification:

By signing below, I certify the information contained in this application is true to the best of my knowledge. I understand that if the requested loan is approved, a written resolution approved by the applicant's governing body (Board, City Council, Commission, County Council, Etc.) that certifies the information contained in this application is true, and agrees to the loan, its terms and conditions must be submitted prior to the loan closing.

Applicant's Signatory & Title

Date

Signatory's Printed Name
<table>
<thead>
<tr>
<th>Scoring Method</th>
<th>Standards</th>
<th>Evaluator:</th>
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<tbody>
<tr>
<td>Pass/Fail</td>
<td>A. Applicants Must Be One of Three Types of Eligible Loan Recipients:</td>
<td></td>
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<tr>
<td></td>
<td>(One Required)</td>
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<tr>
<td>Pass/Fail</td>
<td>B. Projects Must Conduct One of Four Types of Eligible Loan Activities:</td>
<td></td>
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<tr>
<td></td>
<td>(One Required)</td>
<td></td>
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<tr>
<td>Pass/Fail</td>
<td>C. Projects Must Include All of These Provisions in Their Application if Applicable: (All Required)</td>
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<tr>
<td>Pass/Fail</td>
<td>D. Buyout Projects of Repetitive Loss Properties (With or Without Land for Floodplain Restoration) Must Include These Provisions: (All Required)</td>
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<td></td>
<td>E. Other Floodplain Restoration Projects (On Land to Be Purchased or on Land Already Purchased) Must Include These Provisions: (All Required)</td>
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</table>

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<tr>
<th>Pass/Fail Standards Results:</th>
<th>Passed All Standards</th>
<th>Failed One or More Standards</th>
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<tbody>
<tr>
<td>Give 5 Points for Each Category Matched (If Number of Applications Exceed Available Funds, Awards Will Be Made to the Highest Score, Then Next Highest &amp; So Forth Until All Funding Exhausted)</td>
<td>Give 5 Points for Each Category Matched (If Available, Incentives Will Be Awarded as Above Until Exhausted)</td>
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<tr>
<td>☐ 1. Project Buys Out Blocks or Groups of Homes (Obligated to Be 85% or More of Annual Buyout Project Funding).</td>
<td>☐ 1. Project Includes Activities to Ensure Residents Relocate Outside the Floodplain.</td>
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</tr>
<tr>
<td>☐ 2. Project Buys Out Individual Homes (Obligated to Be 15% or Less of Annual Buyout Project Funding).</td>
<td>☐ 2. Project Provides Aid for Residents Relocating Outside the Floodplain to Help Them Stay in Their Current Tax Base.</td>
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</tr>
<tr>
<td>☐ 3. Project Buys Out Single-Family Primary or Multifamily Residences.</td>
<td>☐ 3. Project Provides Aid for Residents Relocating Outside the Floodplain to Help Them Move into a Designated Opportunity Zone.</td>
<td></td>
</tr>
<tr>
<td>☐ 4. Project Uses the RLF Loan to Leverage Funding from Additional Sources.</td>
<td>☐ 4. Project Includes Restoration Activities After Properties are Converted to Open Space to Reestablish Full Floodplain Water Storing Capabilities.</td>
<td></td>
</tr>
<tr>
<td>☐ 5. Project Serves Low to Moderate Income Households (Less Than 125% of Area Median Income).</td>
<td>☐ 5. Project Includes One or More Buyouts of an Area Larger than Ten Acres.</td>
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<tr>
<td>☐ 6. Project Implements Activities Consistent with the Statewide Resilience Plan's Goals &amp; Priorities.</td>
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</tbody>
</table>
SC Resilience Revolving Loan Fund (RLF)
Eligibility, Priority and Loan Incentive Standards
For Applicants and Projects

I. Applicant Eligibility Standards
   1. Applicants Must Be One of the Following Types of Entities to Be Eligible for Funding:
      A. The State of SC or an Agency, Commission, or Other Instrumentality of the State,
      B. A Local Government of the State of SC or an Agency, Commission, or Other Instrumentality of that
         Local Government, or
      C. A SC Land Trust Nonprofit Accredited by the Land Trust Accreditation Commission.

II. Project Eligibility Standards
   1. Eligible Applicants May Only Apply for Funding for Projects Conducting One or More of the
      Following Eligible Loan Activities:
      A. Buyouts of Repetitive Loss Properties.
      B. Buyouts of Repetitive Loss Properties with Land Intended for Floodplain Restoration.
      C. Other Floodplain Restoration Activities with Purchase of Land Intended for Floodplain Restoration.
      D. Other Floodplain Restoration Activities on Land Purchased Using One or More Other Funding Sources.
   2. All Funded Projects Applications Must Include All of the Following Provisions, if Applicable:
      A. An Economic Assessment Detailing the Project’s Cost and Benefits.
      B. A Beneficial Flood Mitigation Practices Section Identifying All Planned Beneficial Flood Mitigation
         Practices.
      C. An Open Space Plan and Timeline Stipulating How All Acquired Properties Will Be Returned to
         Open Space No Later Than Six Months Following Completion of Their Acquisition.
      D. A Section Confirming the Project will Prohibit All Future Development on Acquired Properties in
         Perpetuity by Use of Easement or Restrictive Covenant.
      E. A Section Affirming the Project Will Restrict Buyouts Such That No More Than $500,000 May Be
         Spent on Any Single Housing Unit.
      F. A Section Asserting the Project Will Not Include Activities for Homes Built After July 1 of 2020.
      G. A Section Confirming the Project Will Not Use Eminent Domain.
      H. Opportunities May Occur in the Future for the Resilience Revolving Fund to Make Use of Funding
         from One or More External Funding Partners in Some Application Cycles to Increase its Ability to
         Assist More Projects. Should this Special Circumstance Occur, All Project Applicants Awarded in
         That Application Cycle Will Be Notified and Informed if the Participating External Funding Partners
         Have Any Additional Funding Criteria. When This Occurs, Project Applications Must Include a
         Section Demonstrating the Additional Funding Criteria Will Be Met.
   3. All Funded Project Applications for Buyouts of Repetitive Loss Properties (Whether, With, or
      Without Land Intended for Floodplain Restoration) Must Also Include the Following Provisions:
      A. A Section Identifying the Specific Properties to Be Purchased.
      B. A Section Demonstrating How Each of the Parcels Qualify as Repetitive Loss Properties.
   4. All Other Funded Floodplain Restoration Project Applications (Whether on Land to Be
      Purchased or on Land Already Purchased) Must Also Include the Following Provisions:
      A. A Plan & Timeline for Conducting Floodplain Restoration.
      B. A Plan & Timeline for Holding an Easement or Restrictive Covenant on Project Land in Perpetuity.

III. Project Priority Standards
    1. All Funded Project Applications Must Meet One of the Following Priority Standards:
      A. It Buys Out Single-Family Primary or Multifamily Residences.
B. It Buys Out Blocks or Groups of Homes (Such Buyouts are Obligated to Make Up 85% of Annual Buyout Funding).
C. It Buys Out Individual Homes (Such Buyouts are Obligated to Make Up No More Than 15% of Annual Buyout Funding).
D. It Uses RLF funding to Leverage Additional Funding from One or More Other Sources.
E. It Serves Low to Moderate Income Households (Less Than 125% of Area Median Income).
F. It Implements Activities Consistent with the Statewide Resilience Plan’s Goals and Priorities.

2. If the Number of Eligible Project Applications Exceeds Funding Available for Loans in a Given Application Cycle, the Following Process Will Determine What Projects are Offered Loans:
   A. Each Project Application Will Be Given a Priority Score by Awarding 5 Points for Each Priority Standard It Meets and Then Tallying Those Points.
   B. Project Applications Will Then Be Ranked Highest to Lowest by Their Total Priority Scores.
   C. Loans Will Be Offered to the Project Application with the Highest Priority Score, then to the Next Highest, and so on Until All Available Loan Funding for the Current Application Cycle is Exhausted.

IV. Loan Incentive Standards & Awards
1. If Funding is Available, One or More RLF Loans May Include a Loan Incentive, Which Allows an Applicant Awardee to Convert a Portion of Their Loan (from 5% to 25%) into a Grant, Which Does Not Need to be Repaid. To Qualify for a Loan Incentive, a Project Application Must Meet One of the Following Loan Incentive Standards:
   A. It Includes Activities for Residents of Properties Bought Out to Ensure They Relocate Outside the Floodplain.
   B. It Provides Residents of Properties Bought Out Who are Relocating Outside the Floodplain Assistance to Help Them to Remain in Their Current Tax Base.
   C. It Provides Residents of Properties Bought Out Who are Relocating Outside the Floodplain Assistance to Help Them Move into a Designated Opportunity Zone.
   D. It Includes Restoration Activities after Properties are Converted to Open Space to Reestablish the Full Floodplain Water Storing Capabilities of the Open Space.
   E. It Includes One or More Buyouts of an Area Larger Than Ten Acres.

2. If the Number of Eligible Project Applications, Qualifying for a Loan Incentive Exceeds Funding Available for Loan Incentives in a Given Application Cycle, the Following Process Will Determine What Projects are Awarded a Loan Incentive:
   A. Each Project Application Will Be Given a Loan Incentive Score by Awarding 5 Points for Each Loan Incentive Standard It Meets and Then Tallying Those Points.
   B. Project Applications Will Then Be Ranked Highest to Lowest by Their Total Loan Incentive Scores.
   C. Finally, Loan Incentives Will Be Awarded to the Project Application with the Highest Loan Incentive Score, then to the Next Highest, and so on Until All Available Loan Incentive Funding for the Current Application Cycle is Exhausted.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management
SUBJECT: CENTRAL PARK DRAINAGE IMPROVEMENTS WORK AUTHORIZATION #9

REQUEST: Approval of Work Authorization #9 with AECOM to provide engineering, design and permitting services for new stormwater infrastructure in Project Areas 1 & 2 in the Central Park Watershed. Proposed improvements include pipe diameter increases, drainage channel geometry modifications, increasing the capacity of permanent stormwater best management practices, and installation of check-valves.

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 2022

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

<table>
<thead>
<tr>
<th>Role</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td>CPR Committee Chair</td>
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<td>Corporate Counsel</td>
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<td>Dir. of SW Management</td>
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<tr>
<td>MBE Manager</td>
<td></td>
<td></td>
<td>[Signature]</td>
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</tbody>
</table>

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

If yes, provide the following: Dept/Div SW Mgmt- Proj. Mgmt Acct # 05XXXX-58238

Balance in Account $433,992.00 Amount needed for this item $433,992.00

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature] FISCAL IMPACT: The funding source for this project is the Drainage Fund.

Mayor's Signature: John J. Tecklenburg, Mayor

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

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and AECOM, dated March 26, 2019, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by AECOM ("Consultant") on the Project known as:

City of Charleston
Design and Permitting for Infrastructure Improvements in Project Areas 1 and 2 in the Central Park Watershed

Client Authorized
Representative: Matthew Fountain, P.E., P.G.
Address: Department of Stormwater Management
City of Charleston
2 George Street
Charleston, SC 29401
Telephone No.: (843) 724-3754

Consultant Authorized
Representative: David M. Wood, P.E., P.H., Vice President
Address: 4016 Salt Pointe Parkway
North Charleston, SC 29405
Telephone No.: (843) 767-4602

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a time and materials Work Authorization. Consultant's estimates for the costs to complete Tasks are specified in Attachment C to this Work Authorization. Payment of $50 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time compensation was developed. If Client wishes Consultant to proceed, Consultant's total compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY of CHARLESTON, SOUTH CAROLINA

[Signature]
Typed Name/Title
Date of Signature

AECOM

[Signature]
David M. Wood, P.E., P.H.
Vice President
Typed Name/Title
Date of Signature
Attachment A
Scope of Services
Work Authorization #XX

Design and Permitting for Infrastructure Improvements in Project Areas 1 and 2 in the Central Park Watershed

Project Understanding
The City of Charleston (City) has requested the services of AECOM ("Consultant") to provide Engineering Design and Permitting Services for new stormwater infrastructure in Project Areas 1 and 2 in the Central Park Watershed as described below. The Project Areas are illustrated in Appendix A.

Proposed improvements include pipe diameter increases, drainage channel geometry modifications, increasing the capacity of permanent stormwater best management practices, and installation of check valves.

The purpose of this scope of work is to advance the pre-design work in these areas completed under a separate contract (Evaluation and Recommendation for Central Park Project Areas). This Work Authorization includes the Preliminary Engineering; Engineering Design of infrastructure improvements; and obtaining the necessary permits to construct the improvements for Project Areas 1 and 2. Area 3 is to be considered in the Preliminary Engineering phase by using a conservative assumption for water coming into the basin during the Preliminary Engineering and Design of improvements in Project Areas 1 and 2.

Priority Area #1 – Improvement of James Island Creek Upstream of Riley Rd
Improvments at the most downstream end of the watershed are considered highest priority. These include improving the flow capacity of the conveyance system upstream and to the West of Riley Road. adding a flow-variable (“muted”) check valve to the culverts under Riley Road, and replacing circular culverts with box culverts. These improvements increase the capacity of the stormwater conveyance system and will reduce flooding in the upstream areas of the watershed. The entire Central Park watershed drains through the Priority Improvement features. Improvements in upstream areas of the watershed will not be effective if the stormwater assets in the downstream reaches of the watershed are deficient. Priority 1 improvements to a large extent replicate and are in accordance with recommendations in the 1984 Master Plan.

Priority Area #2 – Wimbledon Channel
Priority 2 areas are concentrated around the Wimbledon channel. This is the location where the City receives numerous flooding complaints from residents. Model results show that the Wimbledon channel does not meet LOS. Photographs provided by the residents show that the channel cross-section has been significantly reduced in some areas due to accumulation of debris/erosion of side banks. There are sections within this channel with adverse slopes. The recommended improvements in this area include fixing the sections with adverse slope and improving and maintaining the restricted cross-sections. Because this channel flows through a residential area, and the frequent flooding complaints and property damage records provided by the residents has been well documented. recommended improvements to this channel and its tributaries was assigned the second highest priority. Furthermore, improvements to the Priority 2 area will facilitate and help alleviate flooding in areas on the eastern side of the watershed along Wambly Avenue.

Consultant has prepared tasks listed herein as a step-by-step process toward the completion of engineering design of construction plans and permits for the stormwater infrastructure projects in Project Areas 1 & 2.
Task 1: Project Management, Communications and On-call Consulting

Task 1.1 - Project Management: City Coordination

The Consultant will designate a Project Manager for administration and coordination of the project with the City. The Project Manager will be responsible for the execution of directives from the City and will render written responses to requests for information. The Consultant will also designate a Lead Engineer on this project.

Consultant will conduct a kickoff meeting with City staff to review the scope of services and schedule. At this initial meeting, the team will review sub-tasks, project expectations and completion timeframes. The purpose of the kickoff will be to define timeframes and develop a comprehensive project schedule. This meeting will also serve to define coordination responsibilities on project tasks between the City and Consultant.

The Consultant will attend progress meetings with the City during the project, prepare meeting agenda, and prepare minutes of the meetings. The budget for meetings includes six (6) meetings with the City. This includes the following:

- One project Kick-off meeting
- Six progress meetings with City during design and permitting.

This task also covers overall project management and administration including City coordination, subconsultant coordination, project QA/QC activities, and preparing and transmitting invoices. Consultant will assist the City with necessary figures and maps for the project to be utilized during public meetings held by the City. Public Outreach is not included in this task order.

Deliverables
- Kick-off Meeting and Minutes
- 6 Progress Meetings and Minutes
- Project Schedule
- Bi-weekly e-mail conveying project progress and completion timeframe in accordance with the project schedule.

Task 2: Review of Existing Information and Field Survey

Task 2.1 - Data Collection and Field Visit

Consultant will collect and review any relevant available information of existing structures (in addition to that already collected and available as part of the Evaluation and Recommendation for Central Park Project Area) needed to develop a detailed design for the stormwater infrastructure from both regulatory and non-regulatory data sources. These include:

- Updated drawings/drainage maps for proposed developments in project area
- Previous Hydrologic and Hydraulic (H&H) models
- Existing Geographical Information System (GIS) databases
- Previous H&H reports
- Environmental Resource Permit (ERP) files and as-built information of relevant existing infrastructure
- Available stage and flow monitoring data
- Tidal level boundary data/predictions/projections
- Topographic information such as LiDAR, 2-foot contours elevation maps, etc.
- Floodplain datasets and associated reports
Task 2.2 – Field Investigation/Survey

Consultant will initiate a Palmetto Utility Protection Service (PUPS) investigation to collect utility line information, including, but not limited to, water, sewer, electrical, fiber optic, gas, telephone and cable. Consultant will integrate this information into the topographic survey.

Consultant will complete a topographic site survey of each of Project Areas 1 & 2 within the project limits to augment any existing survey information (survey information collected as part of the Evaluation and Recommendation for Central Park Project Area). For this scope of services, the project limits are defined as either the existing public right-of-way or a 50-foot corridor along existing stormwater pipes and ditches that extend over private property. Survey limits associated with areas designated for additional storage/conveyance shall vary and will be demarcated on a plan provided to the surveyor. The survey will include previously marked utilities, aboveground features such as power poles, fire hydrants, etc., edge of pavements and driveways, existing stormwater ditches, delineated wetlands, and other pertinent infrastructure within the project area. Consultant will collect the following data:

- Ground elevations at appropriate intervals to create a topographic surface to be used in design of stormwater improvements
- Location of aboveground and underground utilities as marked by Palmetto Utility Protection Services (PUPS). In areas of proposed critical infrastructure, existing underground utilities may be further identified with push poles.
- Location of all structures (fences, parking pads, edge of pavement, sidewalks, patios, walkways, bridges, etc.)
- Location of all drainage structures (catch basins, drop inlets, junction boxes, etc.) including:
  - Pipe invert, throat elevations, weir elevations, and top of box elevations
  - Pipe material
  - Pipe diameter
- Location of all building faces and structures within 50' of the estimated pipe centerline
- Location of structures and improvements that cross the drainage feature
- Location of the OCRM critical line in areas surrounding the stormwater outfalls

Should Consultant encounter catch basins with solid concrete tops or tops that are immovable, the City will provide support staff and equipment to provide Consultant access to these structures to collect invert elevations and pipe size information on these structures within the project corridor.

Additionally, should any of the existing stormwater ditches or catch basins be located on private property, the City will provide authorized access through coordination with the property owner. Boundary surveying of individual lots or the public right-of-way is not included in this scope of services. Should the City require boundary surveys for the acquisition of property, Consultant will negotiate a scope and fee later. Surveying is estimated based on a not to exceed of $45,000 based on the project area. Should additional survey be needed, these services can be done with City approval and an amended work authorization.

Deliverables

- Field Investigation Survey for Project Areas

Task 2.3 – Geotechnical Exploration

Consultant will provide a geotechnical exploration of the project areas. This will include borings in areas where box culverts may be needed under major roadways as well as in critical areas of the canals where slope stabilization is of concern. The geotechnical exploration will include laboratory testing (index testing, associated liquefaction) and
engineering analysis and reporting which addresses grading, structure loading, and slope stabilization. Consultant estimates the cost of Geotechnical exploration services will not exceed $13,250. Should the City require additional geotechnical exploration on this project, Consultant will provide these services through an amended work authorization.

**Task 3: Update of ICPR Model and Preliminary Engineering – Project Areas 1 & 2**

*Task 3.1- One-Dimensional Hydrologic & Hydraulic (H&H) Model and Value Engineering*

Consultant will review the existing localized H&H analysis for Evaluation and Recommendation for Central Park Project Area conducted in ICPR Version 4.0. Consultant will update the model as needed for design evaluation of existing and proposed conditions for Project Areas and determine stormwater runoff rates for the 50%, 10%, and 4% Annual Exceedance Probability (AEP) design frequency and 24-hour duration storm events. The model will incorporate normal tidal conditions along with storm surge and sea level rise. Task 3 analysis will clearly describe the hydraulic inter-relationships and dependencies between projects. For example, the functional performance of a downstream project may in part be dependent on performance of an upstream project and vice-versa. Such inter-relationships may be the basis for project sequencing.

Consultant will consider if there are feasible alternatives to any components of each of Project Area as well as conduct value engineering to determine if they are superior in relation to costs, benefits, or schedule.

The Consultant will review each project area considering the design level model analysis and value engineering with City staff to agree on preferred path forward. Consultant will then progress to identifying specific design parameters for stormwater infrastructure improvements.

*Task 3.2- Preliminary Engineering*

Consultant will perform preliminary engineering activities for the stormwater conveyance practices throughout Project Areas 1 & 2. Consultant will evaluate the storm drainage improvements including, but not limited to, piping, ditches, catch basins, and inlets to a level necessary to render meaningful results to incorporate into the design and development of downstream project areas.

**Deliverables:**

- Design level ICPR model along with model simulation results
- Summary memo of value engineering recommendations and conclusions agreed to with City. Consultant will submit a Concept Plan to the City; one a schematic layout of the proposed drainage improvements, and the second a final Concept Plan set including plan and profile of the system

**Task 4: Construction Plan Development – Project Areas 1 & 2**

Consultant will develop detailed Construction Plans for the stormwater infrastructure improvements for Project Areas 1 & 2. This task includes development of design plans for restoration and stormwater infrastructure improvements within the project areas. Consultant will provide the City with 50% and 100% plans suitable for permitting and construction bidding. Consultant will work closely with City staff throughout the design process to obtain input and recommendations with respect to the design. Consultant will conduct formal Constructability review at the 50% design. Final submittal will include plans and specifications suitable for bidding and construction. Consultant will prepare two (2) separate design packages for permitting, bidding, and construction.

City of Charleston

Work Authorization #8
The construction plans are likely to include the following:

- **Cover Sheet** – This sheet will include the name of the project, location map, and other items required for permitting.
- **Existing Conditions** – This plan will be based upon the topographic survey to illustrate existing conditions on the site. The plan will show existing pavements, curbs, storm drain boxes, utility lines, etc.
- **Site Clearing and Demolition Plans** – These plans will illustrate clearing limits, trees to be protected (if any), and any structures or utilities to be demolished, relocated, and/or removed.
- **Grading and Drainage Plans** – These plans will illustrate the existing and proposed grades of the stormwater drainage system, designed to allow positive drainage away from buildings and roadways. These plans will include detailed stormwater design for the open and closed drainage systems which will convey runoff to ultimate outfalls. These plans will include stormwater pipe profiles to minimize the potential for unexpected conflicts with existing utilities in the project area.
- **Erosion Control Plans** – These plans will illustrate erosion control features to minimize the potential for sediment migrating off-site. They will be prepared in accordance with SCDHEC requirements. They will also include details of the Best Management Practices (BMPs) used, including grassing, silt fence, inlet protection, and temporary construction entrance/exit. Additionally, these erosion control plans will include stabilization design and features for the canal banks.
- **Details** – These sheets will illustrate the details necessary for the contractor to adequately construct the project and include items such as storm drainage pipe bedding, catch basins, pavement replacement, etc.

**Deliverables**

- 50% and 100% Engineering Design Construction Plans suitable for permitting and construction bidding
- Memo summarizing 50% design constructability review

**Task 5: Bid Documents and Technical Specifications – Project Areas 1 & 2**

Consultant will prepare Bid Documents that will include both procurement documents that prospective bidders must comply with and technical specifications outlining the materials to be used, construction methods and procedures, and quality standards to be followed. Consultant understands that City typically uses an Engineers Joint Contract Documents Committee (EJCDC) front end. Consultant will work with City to determine the extent to which this can be leveraged to minimize the cost of developing the Bid Documents and Technical Specifications.

**Deliverables**

- Bid Documents and Technical Specifications

**Task 6: Preliminary Construction Cost Estimates – Project Areas 1 & 2**

Consultant will prepare a Class 3 Opinion of Probable Construction Costs (OPCC). Consultant will base this estimate on our experience on similar projects, actual costs for projects recently bid, and on preliminary estimates of quantities needed for construction. Consultant will compare the Class 3 estimate approximately midway through the design phase (50%) with the project budget to determine if the various phases of the project need to be adjusted or if value engineering options need to be considered. Consultant will revise the Class 3 estimate to Class 1 in association with the 100% design bid package.
Deliverables

- Class 3 OPCC at 50% design
- Class 1 OPCC at 100% design

Task 7 - Permits - Project Areas 1 & 2
Consulnt will prepare and obtain the necessary permit application packages for Project Areas 1 & 2 (including application forms, maps, and calculations) and submit them to the appropriate agencies. At this time, Consultant believes the following permits that will be required:

- City of Charleston / Charleston County – Engineering Approval
- City of Charleston / Charleston County – Stormwater Department Approval
- SCDHEC – Stormwater / Land Disturbance Approval
- SCDHEC OCRM – Critical Area Permitting
- SCDHEC OCRM – Coastal Zone Consistency (CZC) Approval
- South Carolina Department of Transportation (SCDOT) – Encroachment Permit
- US Army Corp of Engineers – Individual Permit (Includes Jurisdictional Determination)

Consultant will include Hydrologic and Hydraulic (H&H) Stormwater Calculations to demonstrate that the post-developed peak stormwater flow rates do not exceed the pre-developed peak flow rates (per SCDHEC regulations) and that City stormwater design manual criteria are achieved to the extent feasible. The calculations will also confirm that the proposed drainage improvements have adequate capacity to reduce flooding according to agreed upon criteria and minimize the potential for flooding in Project Areas 1 & 2 for events larger than the City’s design storms.

Consultant will prepare the H&H model to meet the specific requirements for all the above approval/permitting entities which may require modifications in association with the permitting process.

Consultant will develop a Stormwater Pollution Prevention Plan (SWPPP) to describe the implementation of best management practices to reduce the pollutants in stormwater discharges associated with activity at the construction site to assure compliance with the terms and conditions of the City’s MS4 stormwater permit.

Consultant will respond to three (3) Request for Information/Comments for each approval/permit entity listed above.

Deliverables

- Permit application packages for Project Areas 1 & 2
- H&H Stormwater Calculations
- Construction activity SWPPP – One document for both project areas

Additional Services
If any tasks not listed above become necessary to complete the work, Consultant can assist the City of Charleston on either an hourly basis according to the hourly rate schedule, as per the Master Agreement, or with a revised scope of services at the City’s discretion.
Assumptions & Exclusions
The following items are not included in this scope of services, but can be performed as an additional service based on a signed agreement with the Client:

- Environmental services (Phase I ESA, Cultural Resources, etc.)
- FEMA Flood studies
- Design of stormwater pumping systems
- Design of underground stormwater detention systems
- Property or right-of-way acquisition
- Boundary surveying or the preparation of plats and easements
- City is responsible for permitting / review fees
- Bidding and award
- Construction administration and observation services
- Anything not explicitly outlined in the scope of services listed above
# Project Completion Schedule

Consultant is prepared to begin work immediately upon receipt of a signed contract. We anticipate all project areas will be done simultaneously. Based on our experience with projects similar in scope, we anticipate the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
<th>Cumulative Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Project Management</td>
<td>On-going</td>
<td>On-going</td>
</tr>
<tr>
<td>Task 2 – Review of Existing Information and Field Survey</td>
<td>2 months</td>
<td>2 months</td>
</tr>
<tr>
<td>Task 3 – Update of ICPR Model and Preliminary Engineering</td>
<td>2 months</td>
<td>4 months</td>
</tr>
<tr>
<td>Task 4 – Construction Plan Development</td>
<td>4 months</td>
<td>8 months</td>
</tr>
<tr>
<td>Task 5 – Bid Documents and Technical Specifications</td>
<td>1 month (concurrent with plans)</td>
<td>8 months</td>
</tr>
<tr>
<td>Task 6 – Preliminary Construction Cost Estimates</td>
<td>1 month</td>
<td>9 months</td>
</tr>
<tr>
<td>Task 7 – Permitting</td>
<td>6-12 months*</td>
<td>15-21 months*</td>
</tr>
</tbody>
</table>

*USACE Permitting could potentially take longer.
Attachment C
Schedule of Fees and Charges

Compensation is based upon our understanding of the project and our experience on projects similar in scope. City of Charleston will pay directly to the regulatory agency all fees required for the permitting of the project.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1</td>
<td>Project Management &amp; Communications</td>
<td>$40,994</td>
</tr>
<tr>
<td>Task 2</td>
<td>Review of Existing Information and Field Survey</td>
<td>$107,139</td>
</tr>
<tr>
<td>Task 3</td>
<td>Update of ICPR Model and Preliminary Engineering</td>
<td>$52,371</td>
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<tr>
<td>Task 4</td>
<td>Construction Plan Development - Project Areas 1&amp;2 Only</td>
<td>$120,673</td>
</tr>
<tr>
<td>Task 5</td>
<td>Bid Documents and Technical Specifications - Project Areas 1 &amp; 2 Only</td>
<td>$21,443</td>
</tr>
<tr>
<td>Task 6</td>
<td>Preliminary Construction Cost Estimates - Project Areas 1 &amp; 2 Only</td>
<td>$34,712</td>
</tr>
<tr>
<td>Task 7</td>
<td>Permitting</td>
<td>$56,660</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$433,992</td>
</tr>
</tbody>
</table>
Appendix A

Project Area Location Map

Project Areas included in this scope for Design and Permitting are 1 & 2 only. Project Area 3 will be considered by using a conservative flow to be accommodated by Area 1 in a future project.
CPR COMMITTEE and/or COUNCIL AGENDA

TO:        John J. Tecklenburg, Mayor
FROM:      Matt Fountain / Andrew Jones        DEPT. Stormwater Management
SUBJECT:   COOPER-JACKSON DRAINAGE IMPROVEMENTS WORK AUTHORIZATION #10

REQUEST:  Approval of Work Authorization #10 with AECOM to provide design and permitting services for new stormwater infrastructure in the Cooper-Jackson Watershed. This includes design of stormwater infrastructure improvements and obtaining the necessary permits to construct the improvements.

COMMITTEE OF COUNCIL:  Ways & Means        DATE:  August 16, 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  
Dir. of SW Management  
MBE Manager  

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

If yes, provide the following: Dept/Div  SW Mgmt-Proj. Mgmt  Acct #  

Balance in Account  $667,156.00  Amount needed for this item  $667,156.00

NEED:  Identify any critical time constraint(s).

CFO’s Signature:  

FISCAL IMPACT:  The funding source for this project is the Cooper River Bridge TIF.

Mayor’s Signature:  John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
TIME AND MATERIALS WORK AUTHORIZATION

In accordance with the Agreement for Engineering Services between the City of Charleston ("Client"), and AECOM, dated March 26, 2019, this Work Authorization describes the Services, Schedule, and Payment Conditions for Services to be provided by AECOM ("Consultant") on the Project known as:

City of Charleston
Stormwater Infrastructure Improvements
in the Cooper Jackson Watershed

Client Authorized
Representative: Matthew Fountain, P.E., P.G.
Address: Department of Stormwater Management
City of Charleston
2 George Street
Charleston, SC 29401
Telephone No.: (843) 724-3754

Consultant Authorized
Representative: David M. Wood, P.E., P.H., Vice President
Address: AECOM
4016 Salt Pointe Parkway
North Charleston, SC 29405
Telephone No.: (843) 767-4602

SERVICES. The Services shall be described in Attachment A to this Work Order.

SCHEDULE. The Estimated Schedule shall be set forth in Attachment B to this Work Authorization. Because of the uncertainties inherent in the Services, Schedules are estimated and are subject to revision unless otherwise specifically described herein.

PAYMENT AND EQUITABLE ADJUSTMENTS. This is a time and materials Work Authorization. Consultant’s estimates for the costs to complete Tasks are specified in Attachment C to this Work Authorization. Payment of $50,000 is due upon signature of this Work Order and will be applied against the final invoice for this Work Authorization. Consultant shall give Client prompt written notice of unanticipated conditions or conditions which are materially different from those anticipated by Consultant at the time compensation was developed. If Client wishes Consultant to proceed, Consultant’s total compensation shall be subject to equitable adjustment for such conditions.

TERMS AND CONDITIONS. The terms and conditions of the Agreement referenced above shall apply to this Work Authorization, except as expressly modified herein.

ACCEPTANCE of the terms of this Work Authorization is acknowledged by the following signatures of the Authorized Representatives.

CITY of CHARLESTON, SOUTH CAROLINA

[Signature]
Typed Name/Title
Date of Signature

AECOM

[Signature]
Typed Name/Title
Date of Signature
Attachment A
Scope of Services

Work Authorization # XX
Stormwater Infrastructure Improvements
in the Cooper Street / Jackson Street Watershed

Project Understanding
The City of Charleston (City) has requested the services of AECOM ("Consultant") to provide design and permitting services for new stormwater infrastructure in the Cooper Jackson Watershed. The objective of this scope of work is to advance the conceptual recommendations made in the Cooper Street / Jackson Street Watershed Study dated June 2022. This Work Authorization includes the design of stormwater infrastructure improvements and obtaining the necessary permits to construct the improvements. At this time, based on the conceptual evaluation, the Consultant understands that the project areas consist of the following:

- **Phase 1** - The majority of Phase 1 is located near the watershed outlet. Phase 1 includes all of Morrison Drive, the main trunk line along Grace Bridge Street, America Street south of Grace Bridge Street, Cooper Street east of Aiken Street, and Aiken Street. Improvements include up-sizing storm drainage pipes, slope adjustments, and installing selected parallel pipes.

- **Phase 2** - Phase 2 includes three (3) stormwater lines, including the main trunk line along Lee Street between Meeting Street and America Street. These stormwater lines run parallel between Lee Street and Cooper Street. The improvements include up-sizing storm drainage pipes, slope adjustments, and installing selected parallel pipes. A Low Impact Development (LID) project will be considered on City-owned property at Aiken and Lee Streets.

- **Phase 3** - Phase 3 includes smaller areas between Nassau Street and America Street and between Johnson Street and Jackson Street. These improvements include pipe slope adjustments and structural improvements.

Consultant has identified the improvements listed above to be cost-effective upgrades to an existing system that will reduce flooding in the area but will not meet the City’s SWDPM requirements for new development. The tasks listed herein have been developed as a step-by-step process toward the completion of construction plans and permits for the stormwater infrastructure projects.

Task 1 – Project Management and City Coordination

**Task 1.1 - Project Management and Meetings with City**
The Consultant will designate a Project Manager for administration and coordination of the project with the City. The Project Manager will be responsible for the execution of directives from the City and will render written responses to requests for information. The Consultant will also designate a Lead Engineer on this project.

Consultant will conduct a kickoff meeting with City staff to review the scope of services and schedule. At this initial meeting, the team will review sub-tasks, project expectations and completion timelines. The purpose of the kickoff will be to define timelines and develop a comprehensive project schedule. This meeting will also serve to define coordination responsibilities on project tasks between the City and Consultant.
The Consultant will attend regular progress meetings with the City during the project, prepare meeting agenda, and prepare minutes of the meetings along with an invoice for the previous period’s completed work. The budget for meetings includes six (6) additional meetings with the City in addition to the project Kick-off meeting.

This task also covers overall project management and administration including City coordination, subconsultant coordination and project QA/QC activities.

**Task 1.2 – Grant Assistance**

The Consultant will assist the City with developing the required documentation to accompany grant application for this project. This will be a collaborative effort between the Consultant and the City as described in more detail below:

1. The City will provide documentation of flooding during previous storm events, including photographs, newspaper articles, quotes from residents and business owners, height of floodwaters on structures, and documentation of actual damages.
2. The Consultant will utilize the City’s documentation in preparing a Benefit Cost Analysis (BCA) using the FEMA Tool (version 6.0). The Consultant will also utilize the Engineer’s Estimate of Construction Costs in preparing the BCA.
3. If adequate information on actual damages is not available, the Consultant will estimate the flooding water surface elevations based on the H&H model and incorporate this into FEMA’s Depth to Damage Function (DDF) Table to calculate the estimated damages for the project.
4. The Consultant will provide necessary mapping to illustrate the areas of flooding as well as proposed infrastructure to mitigate the flooding.
5. If FEMA requires Finished Floor Elevations (FFE) for individual structures, the Consultant can provide that as an additional service. This level of effort is not included as a part of this scope of work.

**Deliverables**

- Kick-off Meeting Minutes
- Minutes of Progress Meetings
- Project Schedule
- Bi-weekly e-mail conveying project progress and completion timeframe in accordance with the project schedule.

**Task 2 – Data Collection and Field Survey**

**Task 2.1 – Data Collection and Field Visit**

Consultant will collect and review any relevant available information of existing structures (in addition to that already collected and available as part of the Cooper Jackson Watershed study) needed to develop a detailed design for the stormwater infrastructure from both regulatory and non-regulatory data sources. These include:

- Previous Hydrologic and Hydraulic (H&H) models
- Existing Geographical Information System (GIS) databases
- Previous H&H reports
- Environmental Resource Permit (ERP) files and as-built information of relevant existing infrastructure
- Available stage and flow monitoring data
- Tidal level boundary data/predictions/projections
• Topographic information such as LiDAR, 2-foot contours, elevation maps, etc.
• Floodplain datasets and associated reports

After review of existing information, Consultant will do a field reconnaissance of the Cooper Jackson watershed to verify the existence and non-existence of the structures. Understand the drainage patterns and investigate areas where existing topographic data may be inconsistent with aerial photography or might not seem appropriate based on available as-built data/LiDAR. Consultant will develop a summary of the findings from the field visit.

**Task 2.2 – Field Investigation/Survey**

Consultant will initiate a Public Utility Protection Service (PUPS) investigation to collect utility line information, including, but not limited to, water, sewer, electrical, fiber optic, gas, telephone and cable. Consultant will integrate this information into the topographic survey.

Consultant will complete a topographic site survey of project area within the project limits. For this scope of services, the project limits are defined as either the existing public right-of-way or a 50' corridor along existing stormwater pipes and ditches that extend over private property. The survey will include previously marked utilities, aboveground features such as power poles, fire hydrants, etc., edge of pavements and driveways, existing stormwater ditches, delineated wetlands, and other pertinent infrastructure within the project area. Consultant will collect the following data:

• Ground elevations at appropriate intervals to create a topographic surface to be used in design of stormwater improvements
• Location of aboveground and underground utilities
• Location of all structures (fences, parking pads, edge of pavement, sidewalks, patios, walkways, bridges, etc.)
• Location of all drainage structures (catch basins, drop inlets, junction boxes, etc.) including:
  • Pipe invert, throat elevations, weir elevations, and top of box elevations
  • Pipe material
  • Pipe diameter
• Location of all building faces and structures within 50' of the estimated pipe centerline
• Location of structures and improvements that cross the drainage feature

Should Consultant encounter catch basins with solid concrete tops or tops that are immovable, the City will provide support staff and equipment to provide Consultant access to these structures to collect invert elevations and pipe size information on these structures within the project corridor.

Additionally, should any of the existing stormwater ditches or catch basins be located on private property, the City will provide authorized access through coordination with the property owner. Boundary surveying of individual lots or the public right-of-way is not included in this scope of services. Consultant considers boundary surveys for the acquisition of property to be an additional service outside of this scope. Upon notice by the City of need for this service Consultant will negotiate a scope and fee.

**Deliverables**

• Field Investigation Survey

City of Charleston
Task 3 – Hydrologic & Hydraulic (H&H) Model and Value Engineering

Consultant will review the existing localized H&H analysis of the Cooper Jackson watershed developed in ICPR Version 4.0 as part of the watershed master plan. Consultant will update the existing 2D model as needed for evaluation of existing and proposed conditions for the project area and determine stormwater runoff rates for the 50% AEP, 10% AEP, and 4% AEP 24-hour duration storm events. The model will use normal tidal and normal tide with 2-feet sea level rise as boundary condition.

Consultant will evaluate feasible alternatives to any components in the Cooper Jackson watershed and conduct Value Engineering to determine if they are superior in relation to costs, benefits, or schedule. The Consultant will review the stormwater infrastructure improvements considering the design level model analysis and value engineering with City staff to agree on preferred path forward. Consultant will then progress to identifying specific design parameters for stormwater infrastructure improvements. The infrastructure improvements will include the evaluation of a stormwater pump station near Grace Bridge Road and associated discharge piping. The consultant will determine the capacity of the pump station and the size of the discharge pipe to the outfall and will update the H&H model.

Deliverables
- Design level ICPR model along with model simulation results
- Summary memo of Value Engineering recommendations and conclusions agreed to with City

Task 4 – Construction Plan Development

Consultant will develop detailed Construction Plans for the stormwater infrastructure improvements. This task includes development of design plans for restoration and stormwater infrastructure improvements within the project area. Consultant will review a 30% concept with the City during a progress meeting for consensus. Consultant will provide the City with 50% and 100% plans suitable for permitting and construction bidding. Consultant will work closely with City staff throughout the design process to obtain input and recommendations with respect to the design. Consultant will conduct a Constructability Review at the 50% design. Final submittal will include Plans and Specifications suitable for bidding and construction.

The Construction Plans are likely to include the following:
- Cover Sheet – This sheet will include a location map, and other items required for permitting.
- Existing Conditions – This plan will be based upon the topographic survey to illustrate existing conditions on the site. The plan will show existing pavements, curbs, storm drain boxes, utility lines, etc.
- Site Clearing and Demolition Plans – These plans will be created to illustrate clearing limits, trees to be protected (if any), and any structures or utilities to be demolished, relocated, and/or removed.
- Grading and Drainage Plans – These plans will illustrate the existing and proposed grades of the stormwater drainage system, designed to allow positive drainage away from buildings and roadways. These plans will include detailed stormwater design for the open and closed drainage systems which will convey runoff to ultimate outfalls. These plans will include stormwater pipe profiles to minimize the potential for unexpected conflicts with existing utilities in the project area.
- Erosion Control Plans – These plans will illustrate erosion control features to minimize the potential for sediment migrating off-site. They will be prepared in accordance with SCDHEC requirements. They will
also include details of the Best Management Practices (BMPs) used, including grassing, silt fence, inlet protection, and temporary construction entrances/exits.

- **Details** – These sheets will illustrate the details necessary for the contractor to adequately construct the project and include items such as storm drainage pipe bedding, catch basins, pavement replacement, etc.

**Deliverables**

- 50% Construction Plans for City review
- Memo summarizing 50% Design Constructability Review
- 100% Construction Plans or City review

**Task 5 – Project Manual and Technical Specifications**

Consultant will prepare a Project Manual that will include both procurement documents that prospective bidders must comply with and technical specifications outlining the materials to be used, construction methods and procedures, and quality standards to be followed.

**Deliverables**

- Project Manual

**Task 6 – Preliminary Estimate of Construction Costs**

Consultant will prepare a Class 2 Preliminary Estimate of Construction Costs. This estimate will be based on our experience on similar projects, actual costs for projects recently bid, and on the quantities outlined in the 50% Construction Plans. The preliminary estimate will be compared with the project budget to determine if the various phases of the project need to be adjusted or if value engineering options need to be considered prior to bidding.

**Deliverables**

- Class 2 Preliminary Estimate of Construction Costs

**Task 7 – Engineer’s Estimate of Construction Costs**

At 100% design, Consultant will prepare a Class 1 Engineer’s Estimate of Construction Costs. This estimate will be based on specific quantity detailed unit cost with detailed takeoffs for items in the construction plans.

**Deliverables**

- Class 1 Engineer’s Estimate of Construction Costs

**Task 8 – Permitting**

Consultant will prepare the necessary permit application packages (including application forms, maps, and calculations) and submit them to the appropriate agencies. At this time, Consultant believes the following permits will be required:

- City of Charleston – MS4 Engineering Approval
• South Carolina Department of Health and Environmental Control (SCDHEC) – Stormwater / Land Disturbance Approval
• South Carolina Department of Transportation (SCDOT) – Encroachment Permit
• US Army Corps of Engineers (USACE) – Clean Water Act Section 404 Wetland Permit
• SCDHEC 401 Water Quality Certification

Consultant will include H & H Stormwater Calculations to demonstrate the proposed improvements will reduce existing flooding conditions without having an adverse impact downstream.

Consultant will develop a Stormwater Pollution Prevention Plan (SWPPP) to describe the implementation of best management practices to reduce the pollutants in storm water discharges associated with activity at the construction site to assure compliance with the terms and conditions of the City’s MS4 stormwater permit.

Consultant will prepare a Section 404 permit application. At this time, it is assumed that the project can be permitted under a Nationwide Permit. This subtask would involve the following:
• Pre-Application meeting with Charleston District USACE
• Desktop survey of soil designations, vegetative communities, and listed species information
• Field delineation of jurisdictional waters
• Preparation of nationwide permit application and coordination with USACE
• Estimate of compensatory mitigation credits and identification of appropriate wetland mitigation bank

Additional Services
If any tasks not listed above become necessary to complete the analysis, including property research, geotechnical investigation, or easement services, Consultant can assist the City of Charleston on either an hourly basis according to the hourly rate schedule, as per the Master Agreement, or with a revised scope of services at the City’s discretion.

Assumptions & Exclusions
The following items are not included in this scope of services, but can be performed as an additional service based on a signed agreement with the Client:
• Environmental services (Phase 1 ESA, Cultural Resources, etc.)
• FEMA Flood studies
• Design of stormwater pumping systems
• Design of underground stormwater detention systems
• Geotechnical exploration
• Property or right-of-way acquisition
• Boundary surveying or the preparation of plats and easements
• Permitting, review, and/or compensatory wetland mitigation fees
• Additional grant assistance related to FFE for individual structures and additional modeling
• Bidding and award
• Construction administration and observation services
• Wetland mitigation plan, if needed
• SCDHEC Ocean & Coastal Resource Management (OCRM) office critical area permit, if needed
• Anything not explicitly outlined in the scope of services listed above
### Project Completion Schedule

Consultant is prepared to begin work immediately upon receipt of a signed contract. We assume a three (3) month period for permit applications to be reviewed by regulatory agencies. Based on our experience with projects similar in scope, we anticipate the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
<th>Cumulative Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1 – Project Management</td>
<td>On-going</td>
<td>On-going</td>
</tr>
<tr>
<td>Task 2 – Data Collection and Field Survey</td>
<td>3 months</td>
<td>3 months</td>
</tr>
<tr>
<td>Task 3 – H&amp;H Model</td>
<td>2 months</td>
<td>5 months</td>
</tr>
<tr>
<td>Task 4 – Construction Plans</td>
<td>4 months</td>
<td>9 months</td>
</tr>
<tr>
<td>Task 5 – Specifications</td>
<td>3 months (concurrent with plans)</td>
<td>9 months</td>
</tr>
<tr>
<td>Task 6 – Preliminary Estimate of Costs (50%)</td>
<td>1 month (concurrent with plans)</td>
<td>9 months</td>
</tr>
<tr>
<td>Task 7 – Engineer’s Estimate of Costs (100%)</td>
<td>1 month (concurrent with plans)</td>
<td>9 months</td>
</tr>
<tr>
<td>Task 8 – Permitting</td>
<td>3 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>
Attachment C  
Schedule of Fees and Charges

Compensation is based upon our understanding of the project and our experience on projects similar in scope. City of Charleston will pay directly to the regulatory agency all fees required for the permitting of the project.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Management</td>
<td>$56,199</td>
</tr>
<tr>
<td>2</td>
<td>Review and Survey</td>
<td>$146,487</td>
</tr>
<tr>
<td>3</td>
<td>H&amp;H Model &amp; Value Engineering</td>
<td>$98,235</td>
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<tr>
<td>4</td>
<td>Construction Plans</td>
<td>$206,322</td>
</tr>
<tr>
<td>5</td>
<td>Specifications</td>
<td>$40,138</td>
</tr>
<tr>
<td>6 &amp; 7</td>
<td>Class 1 &amp; 2 Cost Estimates</td>
<td>$40,425</td>
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<tr>
<td>8</td>
<td>Permitting</td>
<td>$79,350</td>
</tr>
</tbody>
</table>

**Total:** $667,156
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management
SUBJECT: LONGBRANCH CREEK DRAINAGE IMPROVEMENTS-NOAA-TRANSFORMATIONAL HABITAT RESTORATION & COASTAL RESILIENCE GRANT APPLICATION
REQUEST: Approval to submit an application to the NOAA Transformational Habitat Restoration & Coastal Resilience grant to support the design and permitting of the Longbranch Creek Drainage Improvements in West Ashley. Grant Funds-$1,500,000.00, City Match-$1,500,000.00.

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 2022

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

CPR Committee Chair [ ] N/A [ ] Signature of Individual Contacted [ ] Attachment [ ]
Corporate Counsel [ ] [ ] [ ]
Dir. of SW Management [ ] [ ] [ ]
MBE Manager [ ] [ ] [ ]

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following: Dept/Div SW Mgmt-Proc. Mgmt Acct # *
Balance in Account $1,500,000.00 Amount needed for this item $1,500,000.00

NEED: Identify any critical time constraint(s).
Application deadline of September 6, 2022.

CFO’s Signature: __________________________

FISCAL IMPACT: No match is required for this grant however providing a match amount is taken into consideration during the grant application evaluation process. Matching funds are coming from the Drainage Fund.

Mayor’s Signature: __________________________
John J. Tecklenburg, Mayor

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

EXECUTIVE SUMMARY

Federal Agency Name(s): National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration (NOAA), Department of Commerce

Funding Opportunity Title: FY2022 NOAA’s Transformational Habitat Restoration and Coastal Resilience Grants Under the IIJA

Announcement Type: Initial

Funding Opportunity Number: NOAA-NMFS-HCPO-2022-2007195

Federal Assistance Listings Number: 11.463, Habitat Conservation

Dates: The application deadline is September 6, 2022 at 11:59 PM Eastern time. Applications must be received by www.Grants.gov.

Funding Opportunity Description: The principal objective of this solicitation is to support transformational projects that restore marine, estuarine, coastal, or Great Lakes ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote climate-resilient ecosystems, especially in tribal or underserved communities; and improve economic vitality, including local employment. This solicitation is authorized under the Infrastructure Investment and Jobs Act (Public Law 117-58), 135 STAT. 1356 (Nov. 15, 2021).

This funding opportunity seeks projects that enhance coastal resilience. Coastal areas support the nation’s largest and often fastest-growing population centers, as well as key natural assets. Strengthening coastal resilience means preparing and adapting coastal communities to mitigate the impacts of, and more quickly recover after, extreme events such as hurricanes, coastal storms, flooding, and sea level rise. Habitat restoration and natural and nature-based infrastructure are critical to doing so, by protecting lives and property; sustaining commercial, recreational, and subsistence fishing; recovering threatened and endangered species; and maintaining and fostering vibrant coastal economies. This funding opportunity – along with other opportunities for the National Oceans and Security Fund, Coastal Zone Management, National Estuarine Research Reserves, and Coastal Habitat Restoration and Resilience in Underserved Communities – aims to fund projects that support the overarching goal of enhancing coastal resilience. This funding opportunity focuses on high-value, transformative projects that advance resilience and support habitat restoration.
Applicants should address the following set of program priorities: 1) sustaining productive fisheries and strengthening ecosystem resilience; 2) fostering regionally important habitat restoration; 3) enhancing community resilience to climate hazards and providing other co-benefits; and 4) providing benefit to underserved communities, including through partnerships with tribes. This solicitation will fund projects that demonstrate high priority and transformative potential within the geographic region where restoration actions are proposed.

Projects that are most responsive to the program priorities and are more transformative (i.e., have higher positive impact) will be more competitive. Proposals may include the following types of project phases: planning and assessments; feasibility studies; engineering design and permitting; on-the-ground implementation; pre- and/or post-implementation monitoring; or any combination of phases thereof. Proposals may also include capacity-building and stakeholder engagement to support the proposed restoration. Applicants proposing pre-implementation activities should demonstrate how these efforts will support or catalyze subsequent on-the-ground restoration. Proposals that include on-the-ground implementation will be given priority compared to those that include only pre-implementation activities. Proposals that include multiple sites should demonstrate how projects collectively contribute to the priorities within the same geographic area or watershed, and applicants should demonstrate the capacity to manage concurrent habitat restoration projects over multiple years.

NOAA is committed to the goals of advancing equity and support for underserved communities. NOAA encourages applicants to include and demonstrate principles of diversity, equity, inclusion, and accessibility through proactive, meaningful, and equitable community engagement in the identification, design, and/or implementation of proposed projects. NOAA also encourages applicants to propose projects with benefits to tribal or underserved communities. Applicants should identify if the project is located within tribal or underserved communities and/or whether a portion of the resilience benefits from the proposed work will flow to tribal or underserved communities.

Proposals selected for funding through this solicitation will be funded through cooperative agreements. NOAA encourages a period of performance of up to three years, with the potential for up to five years, if necessary. Awards may be structured as multi-year awards where the funding for the second and/or third year should be estimated in the proposal, with final amounts determined in future years, pending future federal appropriations and progress towards project milestones.

NOAA anticipates typical federal funding for awards will range from $3 million to $8 million over three years. NOAA will not accept proposals with a federal funding request of less than $1
million or more than $15 million total for the entire award. Funds will be administered by the NOAA Restoration Center.
FULL ANNOUNCEMENT TEXT

I. Funding Opportunity Description

A. Program Objective

The principal objective of this solicitation is to support transformational projects that restore marine, estuarine, coastal, or Great Lakes ecosystems, using approaches that enhance community and ecosystem resilience to climate hazards. Funding will prioritize habitat restoration actions that: demonstrate significant impacts; rebuild productive and sustainable fisheries; contribute to the recovery and conservation of threatened and endangered species; promote resilient ecosystems, especially in tribal or underserved communities; and improve economic vitality, including local employment. This solicitation is authorized under the Infrastructure Investment and Jobs Act (Public Law 117-58), 135 STAT. 1356 (Nov. 15, 2021).

Extreme weather events and climate hazards can have significant impacts on coastal ecosystems and human communities. Strengthening ecosystem resilience in a changing climate is critical to promoting the recovery of threatened and endangered species, as well as enhancing the sustainability of commercial and recreational fisheries. Additionally, strengthening the resilience of coastal communities can reduce vulnerability and alleviate negative effects from extreme weather and climate hazards, such as flooding and coastal storms.

This funding opportunity will invest in transformational projects that have the greatest potential to provide holistic benefits, through habitat-based approaches that strengthen both ecosystem and community resilience. Example projects that are transformational include, but are not limited to: large projects; innovative projects; projects that connect other restoration or resilience work; and projects that provide significant benefits for ecosystems or community resilience. Projects that are most responsive to the program priorities and are more transformative will be more competitive, by providing important and lasting changes that make a difference for coastal communities and ecosystems.

NOAA also desires cost sharing to encourage partnerships among government, community, industry, and academia. Though not required, applicants are strongly encouraged to combine NOAA federal funding with formal matching contributions or informal leverage from a broad range of sources in the public and private sectors. Such cost sharing is an element considered in the evaluation criteria.

The following definitions of key terms apply to this funding opportunity.
Ecosystem resilience. This term refers to the capacity of an ecosystem to absorb, withstand, respond to, and/or recover rapidly from disturbances linked to extreme weather events and climate hazards. Resilient ecosystems can resist damage from extreme weather events or climate hazards, while retaining or having the ability to recover their inherent structure and ecological function.

Community resilience. This term refers to the capacity of a human community to absorb, withstand, respond to, and/or recover rapidly from disturbances linked to extreme weather events and climate hazards. Community resilience can also include the ability to plan and prepare for adverse effects of extreme weather events or climate hazards, and the capacity to adapt to changing environmental conditions.

Underserved communities. This term refers to populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life. Underserved communities are defined in Executive Order 13985: https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government

Habitat restoration. This term applies to techniques or strategies that aim to directly restore ecosystems, for the purpose of supporting the recovery or sustainability of the target species or fisheries and/or improving community and ecosystem resilience. A variety of habitat types are eligible within this funding opportunity, ranging from marine, estuarine, and coastal ecosystems at the land-sea interface (including coastal rivers), to the freshwater coastal ecosystems of the Great Lakes. Example habitats include, but are not limited to: coral reefs; oyster reefs; coastal wetlands and marshes; freshwater or tidal rivers and streams; shoreline and near-shore ecosystems; seagrass beds; kelp forests and rocky reefs; and mangroves. Applicants with proposals focusing exclusively on fish passage techniques that remove in-stream barriers, such as dams or culverts, are encouraged to reach out to agency contacts (see Section VII) to discuss additional funding opportunities that could be applicable to the proposed work.

Co-benefits of restoration. This term refers to the multiple benefits of restoration that extend beyond biologically relevant benefits to target species. This includes contributions to ecosystem and community resilience, increased business opportunities, public community revitalization, recreational opportunities, reduced safety hazards, and/or reduced maintenance costs. Co-benefits are often measured through socioeconomic methods.
Nature-based solutions. This term refers to actions that protect, conserve, restore, sustainably use, and manage natural or modified terrestrial, freshwater, coastal, and marine ecosystems. These solutions effectively and adaptively address social, economic, and environmental challenges, while simultaneously providing benefits for human well-being, ecosystem services, resilience, and biodiversity.

B. Program Priorities

Successful proposals will be those that meet the evaluation criteria (Section V.A) most strongly, including those criteria related to the program priorities described here. Applicants should address the following set of program priorities: 1) sustaining productive fisheries and strengthening ecosystem resilience; 2) fostering regionally important habitat restoration; 3) enhancing community resilience to climate hazards and providing other co-benefits; and 4) providing benefit to underserved communities, including through partnerships with tribes. For more information on the program priorities outlined below, applicants should visit: https://www.fisheries.noaa.gov/national/funding-and-financial-services/priorities-habitat-restoration-grants.

1) Sustaining Productive Fisheries and Strengthening Ecosystem Resilience.

Applicants should describe how the proposed habitat restoration actions align with relevant plans to recover and/or manage the target species or fisheries. Proposals should also address how restoration will strengthen resilience within the target habitat and the surrounding ecosystem. Potential benefits for fisheries habitat will be evaluated based on how the proposed restoration actions will:

(a) Contribute to the recovery of threatened and endangered species listed under the Endangered Species Act (ESA) (hereafter, Listed Species);
(b) Sustain or help rebuild fish stocks managed under the Magnuson-Stevens Fishery Conservation and Management Act (hereafter, Managed Species), which includes benefits to Essential Fish Habitat (EFH) for recreationally and commercially important species and their prey;
(c) Enhance the sustainability of saltwater recreational fisheries by the restoration of habitat that supports the National Saltwater Recreational Fisheries Policy and Implementation Plans; and/or
(d) Improve habitat to support native fish species of the Great Lakes.

2) Fostering Regionally Important Habitat Restoration.

This solicitation will prioritize restoration actions that demonstrate high priority and
transformative potential within a defined geographic region. Applicants should describe the context of the proposed work within the landscape, watershed, or other geographically defined boundary. Descriptions should explain how the work may complement other current or proposed restoration efforts, including projects that will help to build climate resilience through other funding opportunities supported by the Infrastructure Investment and Jobs Act (e.g., National Oceans and Security Fund, Coastal Zone Management, National Estuarine Research Reserves, and Coastal Habitat Restoration and Resilience in Underserved Communities).

Applicants should refer to watershed plans, resiliency plans, or other fishery-related strategic planning, conservation, or management documents, as appropriate to support the proposed work. Comprehensive planning documents may range in scale and scope from the level of a local watershed plan, to a state- or basin-wide plan. Proposals should identify how the restoration aligns with such comprehensive planning documents or other relevant resources, and if the proposed actions demonstrate high priority and transformative potential within the defined geographic area. Proposals that include multiple sites should demonstrate how projects collectively contribute to the priorities within the same geographic area or watershed.

3) Enhancing Community Resilience to Climate Hazards and Providing Other Co-benefits.

Applicants should describe how the proposed restoration will benefit human populations within or near the project site(s), and how these actions will increase resilience to the climate hazards that are most threatening to the local communities. Applicants may also describe how the proposed work will enhance the ability to plan and prepare for adverse effects of extreme weather events or climate hazards, or provide additional co-benefits to the community (e.g., economic vitality, increased access to natural resources).

4) Providing Benefit to Underserved Communities, Including Through Partnerships with Tribes.

NOAA is committed to the goals of advancing equity and support for tribal and underserved communities. Applicants should identify if the project is to be carried out in full or in part by a tribal government; if the project is located within tribal or underserved communities; and/or whether a portion of the resilience benefits from the proposed work will flow to tribal or underserved communities.

C. Program Authority

The Secretary of Commerce is authorized under the following statutes to provide grants
and cooperative agreements for habitat restoration and conservation; Fish and Wildlife Coordination Act 16 U.S.C. 661, as implemented by the Reorganization Plan No. 4 of 1970; Magnuson-Stevens Fishery Conservation and Management Reauthorization Act of 2006, 16 U.S.C. 1891a; and Endangered Species Act, 16 U.S.C. 1535. The NOAA Administrator is authorized under the America COMPETES Act, as amended, 33 U.S.C. 893a, to support formal and informal educational activities at all levels. This solicitation is authorized under the Infrastructure Investment and Jobs Act (Public Law 117-58), 135 STAT. 1356 (Nov. 15, 2021).

II. Award Information

A. Funding Availability

NOAA anticipates up to $85 million will be available under this solicitation in FY22. NOAA anticipates typical federal funding for awards will range from $3 million to $8 million over three years. NOAA will not accept proposals with a federal funding request of less than $1 million or more than $15 million over the entire award period. NOAA may choose to combine funding available in FY22 and FY23 for this opportunity. If combined, the total amount available will be up to $170 million. This decision will be solely at NOAA’s discretion, but will be based on the timing of the award process, and funding needs as expressed through the number of applications received and amount of funds requested.

Funds will be administered by the NOAA Restoration Center within the Office of Habitat Conservation. The exact amount of funds that may be awarded will be determined in pre-award negotiations between the applicant and NOAA. Any awards made by NOAA using a multi-year award structure will allocate subsequent-year funding based on progress towards stated milestones and availability of funding. This determination is at the discretion of the NOAA Office of Habitat Conservation and the NOAA Grants Management Division (GMD).

Neither NOAA nor the Department of Commerce are responsible for direct costs of application preparation. Publication of this announcement does not obligate NOAA to award any specific project or to obligate any available funds. The number of awards to be made as a result of this solicitation will depend on the number of eligible applications received, the amount of funds requested for habitat restoration, and the merit and ranking of the applications.

B. Project/Award Period

NOAA encourages a period of performance of up to three years, with the potential for up
to five years, if necessary. The earliest anticipated start date for awards will be January 1, 2023. Both federal and non-federal match pre-award costs, incurred up to 90 days prior to the award start date, may be requested and will be considered during pre-award negotiations between the applicant and NOAA. Incurring pre-award costs before NOAA GMD offers a grant is at the applicant's own risk.

Once funds are awarded, recipients of multi-year awards will not need to compete for funding in subsequent years for the same award. NOAA expects, but is not obligated, to provide additional funding to multi-year awards in subsequent years. Adding funds to multi-year awards is contingent on the availability of funds and satisfactory grants performance, and is at the sole discretion of NOAA. Award periods may be extended, at the discretion of NOAA and based on project needs, up to the extent legally allowable. This is typically a maximum award length of five years.

C. Type of Funding Instrument

Selected applications will be funded through cooperative agreements, as described in 2 C.F.R. § 200.1, meaning that NOAA expects to be substantially involved in many aspects of the awards. Substantial involvement may include, but is not limited to, collaborating on the scope of work, providing assistance with technical aspects of the habitat restoration, reviewing and commenting on design plans, and reviewing procurement materials to the extent authorized by 2 C.F.R. § 200.325.

III. Eligibility Information

A. Eligible Applicants

Eligible applicants are institutions of higher education, non-profits, commercial (for profit) organizations, U.S. territories, and state, local, and Native American tribal governments. Applications from federal agencies or employees of federal agencies will not be considered. Federal agencies and employees are not allowed to receive funds under this solicitation, but may serve as collaborative project partners.

Applicants must propose work in coastal, marine, or estuarine areas that benefit species or fisheries outlined within the program priorities (Section 1.B). For the purposes of this funding opportunity, coastal areas are defined as those within coastal shoreline counties (or parishes), or within coastal watershed counties (or parishes). Coastal shoreline counties are directly adjacent to the open ocean, estuaries, or the Great Lakes. Coastal watershed counties are located along inland rivers and streams with a significant impact on coastal and ocean resources. Eligible applicants for Great Lakes projects must propose work within one of the
eight U.S. Great Lakes states (New York, Pennsylvania, Ohio, Michigan, Indiana, Illinois, Wisconsin, and Minnesota). Applications that propose projects in the Commonwealth and Territories of the United States, for this solicitation defined as American Samoa, Guam, Northern Mariana Islands, U.S. Virgin Islands, and Puerto Rico, are eligible, but those in the Freely Associated States are not eligible to submit an application.

B. Cost Sharing or Matching Requirement

There is no non-federal matching requirement for this funding. NOAA desires cost sharing to encourage partnerships among government, community, industry, and academia. To this end, applicants should note that cost sharing is an element considered within the evaluation criterion entitled "Project Costs" (see Section V.A). NOAA encourages applicants whose proposed initiatives exceed the budgetary limits for this competition to apply to this competition and also for other, complementary federal funding for separate components of their larger initiatives. In these situations, NOAA will coordinate as necessary with other agencies to assure that funding is not duplicated and that the complementary components will support completion of the larger initiative.

Applicants should refer to 2 C.F.R. § 200.306 for cost sharing or matching policies. Applicants with approved indirect cost rates, and who are planning to provide cost sharing, may find it convenient to propose a portion or all of their indirect costs as match, since the valuation of such costs has already been federally approved and documentation is readily available. Refer to Section IV.F "Funding Restrictions" and Section VI.B. “Indirect Costs” for information on indirect costs. Refer to Section II.B “Project/Award Period” and Section VI.A. “Pre-Award Costs” for information on pre-award costs.

For applications including non-federal match funds within the proposed budget, the ratio of approved NOAA funds to non-federal match funds will be legally binding within the award document signed by NOAA’s GMD, if the application is selected for funding. NOAA is under no obligation to amend the match contributions once the award document is signed by the recipient, but the amount may be amended based on extenuating circumstances. Successful applicants should be prepared to carefully document matching contributions.

C. Other Criteria that Affect Eligibility

Applications through Grants.gov must be submitted by the due date and time provided in Section IV.D. Late applications may not be considered for funding. Applicants should consider the possibility of unforeseen impacts from natural hazards that could affect Internet access and use of Grants.gov on or before the application due date. Applicants should be aware that localized hazardous weather or other situations that impact the ability to submit application packages may not result in changes to the application deadline. Information
regarding electronic submission through Grants.gov is contained in Section IV.G. Applications must contain all required forms. Failure to submit forms may result in disqualification from this competition. Information regarding electronic submission through Grants.gov is contained in Section IV.G. NOAA will not accept proposals with a federal funding request of less than $1 million or more than $15 million over the entire award.

The following information describes ineligible project proposal types and activities:

1) Proposals that focus solely on marine debris prevention and removal are not eligible. To find out about funding opportunities related to marine debris, please check with the NOAA Marine Debris Program and the National Sea Grant College Program at https://www.marinedebris.noaa.gov and https://seagrant.noaa.gov/Funding.

2) Proposals that focus solely on acquisition of real property are not eligible.

3) Proposals that focus solely on beach renourishment for recreational purposes are not eligible.

4) Proposals addressing hard infrastructure only for water quality improvement are not eligible. Ineligible activities include, but are not limited to, wastewater treatment plant upgrades, elimination of combined sewer outfalls, replacement of failing septic systems, and implementation of agricultural animal waste management plans. However, projects that improve water quality through the creation or enhancement of fisheries habitat are eligible, as are projects that increase the amount of streamflow (i.e., storage).

5) Activities that are required by a separate local, state, or federal consent decree, court order, statute, or regulation are not eligible. Applicants planning to combine grant or matching funds with mitigation should review the Compensatory Mitigation for Losses of Aquatic Resources; Final Rule at 73 Fed. Reg. 19594 (April 10, 2008). NOAA plans to follow the approach adopted by some other Federal agencies on Page 19636 that describes scenarios where mitigation credits may or may not be obtained in association with federal financial incentives.

6) Effectiveness monitoring and research are not eligible project types. The NOAA Office of Habitat Conservation values effectiveness monitoring and research, but funds are not included within this solicitation to support monitoring and research-focused projects. Effectiveness monitoring is longer-term than implementation monitoring, and often requires detailed field investigations of multiple physical, biological, and geochemical processes. To find out more about effectiveness monitoring and regional contacts with which to discuss ideas, visit https://www.fisheries.noaa.gov/national/habitat-conservation/monitoring-and-evaluation-restoration-projects.

IV. Application and Submission Information
A. Address to Request Application Package

Complete application packages, including required federal forms and instructions, can be found on www.Grants.gov. If a prospective applicant is having difficulty downloading the application forms from www.Grants.gov, contact www.Grants.gov Customer Support at 1-800-518-4726 or support@Grants.gov. Instructions for these forms are available at https://www.grants.gov/web/grants/forms/sf-424-family.html. Information about the recommended format for applications is contained in Section IV.B.

B. Content and Form of Application

A complete, standard NOAA financial assistance application package should be submitted, as described below. Each proposal must include the following Federal application forms. The Standard Form (SF)-424 family may be downloaded from https://www.grants.gov/web/grants/forms.html.

1) SF-424: Application for Federal Assistance
2) SF-424A: Budget Information for Non-construction Programs
3) SF-424B: Assurances for Non-construction Programs
4) CD-511: Certification Regarding Lobbying
5) SF-LLL (if applicable): Disclosure of Lobbying Activities

In addition to the Federal application forms, NOAA recommends the following components as part of a complete application package. Page limits assume an 11- or 12-point font and 1-inch margins. Components should be organized into a maximum of four (4) PDF files outlined below:

PDF 1. Project Summary and Project Narrative (20 page limit)
PDF 2. Budget Narrative (6 page limit)
PDF 3. Project Designs (no page limit)
PDF 4. Supplemental Materials (25 page limit)

The application should follow the organization of the evaluation criteria (see Section V.A) to receive a consistent review against competing applications. The information provided below may help you address the evaluation criteria.

PDF 1. Project Summary and Project Narrative (20 page limit).

Project Summary (2 page limit).
1) Applicant Organization
2) Project Title
3) Site Location. Include the geographic coordinates and the nearest town or watershed. If
multiple sites are proposed, please include geographic coordinates for each site.

4) Brief Project Description. Describe the extent to which the proposed work aligns with the stated program objective (Section I.A) and program priorities (Section I.B). The description should outline the expected benefits for the target species or fisheries, and how ecosystem resilience will be strengthened. Describe the proposed work within the context of the landscape, watershed, or other geographically defined boundary. The description should identify how the restoration aligns with comprehensive planning documents or other relevant resources, and if the proposed actions demonstrate high priority and transformative potential within the geographic area. Explain how your proposed work will enhance community resilience to climate hazards, and identify if the project is located within tribal and/or underserved communities and/or whether a portion of the resilience benefits from the proposed work will flow to tribal and/or underserved communities.

5) Timeline. Provide a timeline of all project activities. This includes all work to be supported with federal and/or non-federal formal matching contributions or informal leverage of other funds, including an indication of when activities will begin.

6) Funding Request. Outline the total request for NOAA funds for each year of the project period. If non-federal matching contributions are proposed, include the status of the funds (e.g., not applied for; pending; secured). If other financial support beyond NOAA federal funds and non-federal match funds will be used to complete the proposed work, outline the sources and amount of these leveraged funds. If you have submitted (or plan to submit) your proposal to other relevant funding opportunities, please identify the funding source and/or title(s) of the competition(s), amount of funds requested, and approximate decision date(s) for anticipated award selection. If space is limited, provide a summary here and include a full description in the Supplemental Materials.

Project Narrative (18 page limit).
Proposals are evaluated based on the criteria described in Section V.A. Please review the evaluation criteria for a full description of topics to include in the project narrative. The following information provides guidance for how to respond to the evaluation criteria in context, which may or may not apply to the project type you are proposing. For more information on program priorities and other goals outlined below, applicants should visit: https://www.fisheries.noaa.gov/national/funding-and-financial-services/priorities-habitat-restoration-grants.

1. Importance / Relevance and Applicability of Proposal to the Program Goals.

(a) Sustaining Productive Fisheries and Strengthening Ecosystem Resilience. Applicants should identify one or more species targeted by the proposed habitat restoration, and describe the general historic and current status of the population(s). Applicants should
describe how the proposed actions support the recovery or sustainability of Listed Species, Managed Species, saltwater recreational fisheries, and/or native fish species of the Great Lakes. For proposals addressing Listed Species, proposed actions should align with ESA Recovery Plans. For proposals targeting Managed Species, proposed actions should be consistent with Fishery Management Plans and should address benefits to Essential Fish Habitat (EFH) for recreationally and commercially important species and their prey. For proposals addressing saltwater recreational fisheries, applicants should identify how proposed actions align with one of the six guiding principles of the National Saltwater Recreational Angler Policy. The policy’s goal of supporting sustainable saltwater recreational fisheries resources, including healthy marine and estuarine habitats, is guided by the principle of supporting ecosystem conservation and enhancement through restoration and science-based enhancements and conservation of forage fish. For proposals targeting the Great Lakes, applicants should describe how the habitat restoration actions will benefit native fish species.

Applicants should describe and quantify a measurable effect that the restoration actions will have on the ecosystem (e.g., acres of habitat restored, stream miles opened for fish passage). Descriptions should provide context for the current condition of the habitat, and outline the issues that are limiting recovery or sustainability of the target species or fisheries. Proposals should also address how restoration will strengthen resilience to climate change within the target habitat and the surrounding ecosystem. Proposals can describe the disturbance or stressors that will be minimized or prevented, or how restoration actions will strengthen capacity for adaptation to environmental changes.

(b) Fostering Regionally Important Habitat Restoration. Applicants should explain why the proposed work is meaningful within the selected geographic region. Descriptions should explain how the work may complement other current or proposed restoration efforts, including projects that will help to build climate resilience through other funding opportunities supported by the Infrastructure Investment and Jobs Act (e.g., National Oceans and Security Fund, Coastal Zone Management, National Estuarine Research Reserves, and Coastal Habitat Restoration and Resilience in Underserved Communities). Applicants should refer to watershed plans or other fishery-related strategic planning, conservation, or management documents, as appropriate to the proposed work. Proposals should identify how the restoration aligns with comprehensive planning documents or other relevant resources, and if the proposed actions demonstrate high priority and transformative potential within the defined geographic area. Proposals that include multiple sites should demonstrate how projects collectively contribute to the priorities within the same geographic area or watershed.
(c) Enhancing Community Resilience to Climate Hazards and Providing Other Co-benefits. Applicants should describe how the proposed restoration will benefit human populations within or near the project site(s), and how these actions will promote resilience to the climate hazards that are most threatening to the local communities. Applicants may also describe how the proposed work will enhance the ability to plan and prepare for adverse effects of extreme weather events or climate hazards. Examples of co-benefits include, but are not limited to: protection from flooding and extreme weather events, reduced erosion, and creation of public spaces. Proposals should include descriptions of anticipated benefits and co-benefits within the spatial and temporal context of the proposed restoration.

(d) Providing Benefit to Underserved Communities, Including Through Partnerships with Tribes. Applicants should identify if the proposed work is to be carried out in full or in part by a tribal government or if the project is located within a tribal or underserved community. Applicants should indicate whether a portion of the resilience benefits from the proposed work will flow to tribal or underserved communities and how those benefits will be measured.

2. Technical / Scientific Merit.

(a) Project Methodology. Applicants should provide evidence to support the feasibility of the techniques, and address whether the methods are technically sound and safe for the public. The narrative should also describe the sustainability of the proposed methods, and descriptions should address the susceptibility of the site(s) to effects of climate change. Applicants should describe future management, beyond the award period, including mechanisms to protect, maintain, or sustain the restoration site(s). Proposals that include multiple sites should describe the restoration methods for each location. For each restoration site, applicants should clearly identify the project phase(s) (e.g., feasibility study, engineering and design, on-the-ground implementation) and the proposed restoration techniques.

Method-specific considerations: Applicants proposing to install structures that require ongoing maintenance, such as tide gates, should be willing to work with NOAA to develop or refine an operations and maintenance plan. Proposals for structures that require maintenance should specify the responsible entity and describe how the structures will be maintained to ensure lasting habitat benefits. Applicants proposing to enhance existing tidal wetlands, including beneficial reuse of dredged material to increase substrate elevation to keep pace with sea level rise and subsidence effects, should provide information on the source of the dredged materials, the site-specific rate of sea level rise and subsidence, target substrate elevation(s), and how the restored site is expected to keep pace with the rate of sea
level rise and subsidence. Proposals for oyster reef restoration should identify whether the site(s) will be located in areas protected from harvest, and whether the site(s) will serve as a larval source within the targeted ecosystem. If plants or animals will be introduced to the restoration site(s), include the origin/source and regional genetic stock of the plant or animal, and describe the proximity to any existing or remnant sources of similar type in the area.

(b) Project Detail. The project narrative should include a timeline with key milestones and deliverables identified and detail how the actions will be completed within the specified time period. If multiple restoration sites are included within one proposal, the proposed actions should be fully described for each site. Applicants should identify interim milestones that correspond to funding year increments. This includes identifying all consultation and permitting requirements and the current document status (e.g. not applied for, pending, secured), and incorporating the likely award start date and species-specific work windows. For projects with permits or National Environmental Policy Act (NEPA) documents completed or under development, please indicate the status and level of NEPA review (Categorical Exclusion, Environmental Assessment, or Environmental Impact Statement), lead Federal agency, contact information for the lead agency person, and where public copies of the document are available. See also Section VI.B.4 of this announcement.

(c) Implementation Monitoring and Evaluation. Applicants should describe the habitat-based metrics or other quantitative performance measures that will be used to evaluate the success of the proposed restoration actions. Specifically, on-the-ground restoration projects should include ecological targets that can be evaluated within approximately one-year post-implementation. Proposals that focus solely on pre-implementation activities, such as planning, feasibility, and/or engineering and design, should include baseline monitoring. Proposals requesting funding for on-the-ground implementation activities should include a Monitoring Plan (2 page limit) as part of the Supplemental Materials. Applicants should be willing to work with NOAA to adjust planned monitoring activities, if necessary, to ensure that the proposed parameters are appropriate and meet the requirements below.

Proposals that include one of the NOAA Restoration Center's four primary restoration methods (coral reef restoration; oyster reef restoration; hydrologic restoration; fish passage) should incorporate the applicable implementation monitoring parameters found in the NOAA Restoration Center Implementation Monitoring (Tier 1) Guidance. The guidance document provides an overview of the preferred structure for Monitoring Plans. The monitoring guidance and regional contact persons can be found at: https://www.fisheries.noaa.gov/national/habitat-conservation/monitoring-and-evaluation-restoration-projects.
Proposals that do NOT include one of the NOAA Restoration Center’s four primary restoration methods named above should propose sufficient, cost-effective monitoring metrics that will assess whether the restoration actions were carried out as designed. Proposals should: 1) include parameters that evaluate short-term structural changes at the project site(s) (e.g., as-built surveys), and may also include a basic measure of success (e.g., presence/absence of target species); 2) propose pre-implementation data collection, when applicable; 3) include parameters with quantitative or clearly defined targets; and 4) include parameters with targets that can be evaluated within approximately one year after project implementation.

While the NOAA Office of Habitat Conservation values effectiveness monitoring and research, funds are not included within this solicitation to support these efforts. Effectiveness monitoring is longer-term than implementation monitoring, and often requires detailed field investigations of multiple physical, biological, and geochemical processes. Proposals for effectiveness monitoring that do not qualify for other NOAA competitive funding may be eligible for NOAA’s Broad Agency Announcement, posted on Grants.gov.

(d) Socioeconomic Performance Measures. Proposals should include specific metrics or performance measures within the project narrative to capture the impact of the proposed work on community resilience, as well as other expected public safety or community enhancement benefits. Public safety benefits may include infrastructure improvements, flood risk reduction, or removal of a physical hazard. Community enhancement benefits may include recreational or economic improvements. Applicants should identify whether public safety improvements or community enhancements will benefit tribal or underserved communities. Applicants should note whether the proposed work will result in improved equity in access to public resources and/or reduced exposure to environmental risks.

Applicants should be willing to work with NOAA to refine performance measures. The description should include which communities or areas are expected to benefit, when those benefits are expected to occur, and citations for any data, assumptions, or models used to estimate socioeconomic benefits. If an applicant expects the proposed restoration to benefit a tribal or underserved community, socioeconomic performance measures should be tailored to capture benefits to that community. For more information on developing socioeconomic performance measures for restoration projects, applicants should visit: https://www.fisheries.noaa.gov/national/funding-and-financial-services/priorities-habitat-restoration-grants

If selected for funding, applicants will be expected to use North American Industry Classification System (NAICS) codes to characterize project expenses and jobs supported by
NOAA and/or non-federal matching funds. This will include reporting the number of jobs created or retained, and for what duration, in labor hours. NOAA will use this information to analyze the effects of habitat restoration spending on employment and economic output. Applicants selected for funding will receive further guidance on using NAICS codes to record project expenses and labor hours.

3. Overall Qualification of Applicant.

(a) Restoration and Conservation Qualifications. Within the project narrative, applicants should describe the restoration and conservation qualifications of the project team (staff and/or partners), including experience with planning, design, engineering, implementation, and/or monitoring for habitat restoration projects. Resumes or curriculum vitae (CVs) for up to five (5) key personnel should be included within PDF 4. Supplemental Materials, and the documents should highlight relevant education, experiences, and training.

(b) Management Capacity. Within the project narrative, applicants should describe the project team’s ability to successfully manage a federal award. Applicants should demonstrate a strong capacity to maintain financial and administrative records and fulfill reporting requirements. Within the attached resumes or CVs, applicants should highlight relevant experience with management of federal funds or other significant grant awards. Applicants should address whether the project team has the capacity to complete the proposed work on time, even in the face of adverse conditions.

4. Project Costs. Applicants should follow the guidance provided under PDF 2. Budget Narrative.

5. Outreach and Education.

(a) Stakeholder Support. NOAA encourages robust public support for restoration projects, as evidenced by letters from a diverse range of participants and partners. A diverse range of groups may include community associations, local environmental justice organizations, business/agricultural groups, adjacent landowners, and state and local governments. If landowner support is essential to implementing the restoration actions, a letter of support or permission should be included. Letters of stakeholder support (and landowner support, if applicable) should be included in PDF 4. Supplemental Materials.

(b) Inclusive Engagement. Proposals should include opportunities for meaningful involvement of local communities and outline how any barriers to accessing the project benefits will be addressed. Applicants should describe how the project(s) will meet the
holistic needs of the community, and may wish to consider developing partner relationships (including contracts or subawards) with other organizations to facilitate the inclusion of tribal and/or underserved communities. A clearly outlined strategy to engage a diverse range of community groups in restoration actions should be included. Applicants who are interested in partnering with conservation corps, veterans groups, Minority Serving Institutions, or other organizations should describe how they plan to implement those partnerships and outline the objectives of their participation.

(c) Community Outreach and Education. Applicants should describe the strategy to share information and educate the public about the restoration actions. Strategies may include, but are not limited to: various formats of outreach content (e.g., signage, newsletters, online content); materials in multiple languages, if applicable; events and volunteer opportunities for community members; informal education and mentoring for interns or early career professionals, including those from underrepresented groups in ocean and atmospheric science and policy careers; opportunities for press visits; or other outreach that encourages support for restoration and environmental stewardship.

PDF 2. Budget Narrative (6 page limit)

Reviewers will evaluate project costs by reviewing the budget narrative. Award costs should be divided into annual funding requests for up to three years in duration. Project costs should be divided into the following categories, also referred to as SF-424A Object Classes: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Contractual, and Other. The sum of funds requested under these Object Classes should be recorded as Total Direct Costs. The costs required for organizational operation that cannot be easily associated with an individual project or program should be recorded as Indirect Costs. Organizations with a federally Negotiated Indirect Cost Rate Agreement (NICRA) should include a copy of the approved NICRA in PDF 4. Supplemental Materials. Organizations without a NICRA may claim the 10% de minimis rate for calculating indirect charges on the Modified Total Direct Costs or may negotiate a rate, as outlined below (see 2 C.F.R. § 200.1 for definitions). Refer to Sections IV.F. and VI.B. of this announcement for more information about indirect costs. These totals should also be recorded on the SF-424A. An SF-424A for each separate year of requested funding will be required prior to an award offer, but not as part of the initial application. NOAA staff will review budget information in recommended applications to determine if costs are allowable, allocable, reasonable, and realistic.

If NOAA funding will be used to complete part of a broad-scale project, a budget overview for the entire project should be provided to demonstrate how the NOAA request relates to the overall project budget and how NOAA funds are needed for successful implementation.
If page limits are restrictive, focus the application on those actions with the highest priority funding needs. If all aspects of a multi-site proposal cannot be described within the recommended page limits, applicants should consider submitting more than one application. For proposals that include funding requests for capacity-building efforts, applicants should explain how increasing organizational capacity is necessary to support the proposed habitat restoration actions, as well as how capacity-building will help to enhance diversity, equity, inclusion, and accessibility within the broader field of habitat restoration. If the proposal has been submitted for funding consideration elsewhere, applicants should include the amount(s) requested or secured from other funding sources and outline whether the funds are federal or non-federal in origin. Applicants should clearly indicate whether any proposed non-federal funds will be included as matching funds. If selected for funding, applicants should be prepared to track all monitoring-related costs.

The NOAA Restoration Center has provided additional guidance on budget narrative development, as well as an example budget narrative and sample SF-424A, in the Supplemental Instructions at: https://www.fisheries.noaa.gov/national/habitat-conservation/resources-noaa-restoration-center-applicants#restoration-budget-guidance.

PDF 3. Project Designs (no page limit)

If available, project designs should be included in the application in order for reviewers to comprehensively assess the technical merit of the proposed restoration actions. Construction specifications, scopes of work for services, and cost estimates may also be provided. Please do not attach feasibility studies or watershed plans; the critical components of those documents should be summarized in the project narrative.

PDF 4. Supplemental Materials (25 page limit)

All supplemental materials should be combined into a single PDF, including a cover page that lists all of the documents and associated page numbers. The cover page does not count toward the 25 page limit. The compiled PDF should be uploaded under the “Other Attachments Form” in Grants.gov.

1) Include maps and/or aerial photos with nearby towns and/or roads labeled and with the site location(s) highlighted.
2) Include resumes or CVs for up to five (5) key personnel (maximum of 1 page per person), as described in the guidance (Section IV.B.3) under Overall Qualification of Applicant.
3) Include letters of support from a diverse range of partners, as described in the guidance (Section IV.B.5) under Outreach and Education. If applicable, include a letter documenting
support or permission from any private owners or public land managers to conduct work at the proposed site(s).


5) If applicable, include a Monitoring Plan (2 page limit) for proposals that involve on-the-ground implementation, as described in the guidance (Section IV.B.2) for the “Implementation Monitoring and Evaluation” sub-criterion under Technical / Scientific Merit.

6) If a proposal includes fish passage activities within Great Lakes habitat, include appropriate documentation demonstrating consultation with, and support from, the U.S. Fish and Wildlife Service Sea Lamprey Control Program.

7) Include any other relevant supporting materials, such as: a federally Negotiated Indirect Cost Rate Agreement; documentation of confirmed sources of formal, non-federal matching contributions or informal leveraged funds; additional site photos; etc.

C. Unique Entity Identifier and System for Award Management (SAM)

Applicants should: (1) be registered in the federal System for Award Management (SAM) before submitting an application; (2) provide a valid unique entity identifier on an application; and (3) continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. NOAA may not make a federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time NOAA is ready to make a federal award, NOAA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant. Applicants should allow a minimum of two weeks to complete the SAM registration; registration is required only once but must be periodically renewed.

D. Submission Dates and Times

The application deadline is September 6, 2022 at 11:59 PM Eastern time. See Section III.C for more information.

E. Intergovernmental Review
Applications submitted by state and local governments are subject to the provisions of Executive Order 12372. "Intergovernmental Review of Federal Programs." Any applicant submitting an application for funding is required to complete item 19 on SF-424 regarding clearance by the State Single Point of Contact (SPOC) established as a result of EO 12372. To find out about and comply with a State's process under EO 12372, contact the official listed in Section VII of this announcement for referral information.

F. Funding Restrictions

The budget may include indirect (facilities & administrative [F&A]) costs if the applicant has an established indirect cost rate with the federal government. As defined at 2 C.F.R. § 200.1, indirect (F&A) costs are incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved (e.g., lights, rent, water, and insurance). A copy of the current, approved negotiated indirect (F&A) cost agreement with the federal government should be included with the application. In accordance with 2 C.F.R. § 200.414(f), an applicant that does not have a current negotiated indirect cost rate may elect to: charge a de minimis rate of 10% of modified total direct costs (MTDC); describe all costs as direct costs in the budget narrative; or establish a new rate through their cognizant agency for indirect costs as defined under 2 C.F.R. § 200.1. Please also refer to Sections IV.B. and VI.B. for additional information.

G. Other Submission Requirements

Applicants should submit applications electronically through www.Grants.gov. Users of Grants.gov will be able to create an online application workspace to submit the application. If an applicant has problems accessing the online workspace at Grants.gov, contact Grants.gov Customer Support at 1-800-518-4726 or support@Grants.gov. Applications must be submitted by the due date and time provided in Section IV.D. Late applications may not be considered for funding. We highly recommend that applicants do not wait until the application deadline to begin the application process through Grants.gov, as registration with SAM is required (Section IV.C).

After electronic submission of the application, applicants will receive an automatic acknowledgment from Grants.gov that contains a Grants.gov tracking number. Applications submitted through Grants.gov will be accompanied by THREE automated responses (the first confirms receipt; the second validates that the submission is acceptable and timely; and the third confirms that the application has been forwarded to NOAA for further processing). If all notifications are not received, applicants should contact the Grants.gov help desk to confirm the application was successfully submitted. After submitting the application package, applicants should download a copy of the submitted application for offline record-
keeping and to verify the contents of the submission zip file. Grants.gov recommends downloading the submitted application via the Details tab of the workspace and verifying the contents of each file in the zip.

Submission time will be documented by electronic submission to Grants.gov. All applications MUST contain ALL required forms. Failure to submit forms may result in disqualification from this competition. Applicants are responsible for tracking their own applications. Please notify the contact official in Section VII of this announcement by email if you are experiencing difficulties with Grants.gov or your organization is not able to use this system.

V. Application Review Information

A. Evaluation Criteria

Reviewers will assign scores to applications ranging from 0 to 100 points based on the following five standard NOAA Evaluation Criteria and the respective weights specified below. Applications that best address these criteria will be most competitive. See Section IV.B for suggested details to address the evaluation criteria.

1. Importance / Relevance and Applicability of Proposal to the Program Goals (32 points): This criterion ascertains the extent to which there is intrinsic value in the proposed work and/or relevance to NOAA, federal, regional, tribal, state or local activities. For this competition, applications will be evaluated based on the following:

(a) Sustaining Productive Fisheries and Strengthening Ecosystem Resilience. To what extent will the proposed actions restore habitat for the benefit of: 1) Listed Species, through actions that are prioritized in ESA Recovery Plans; 2) Managed Species, as described in Fishery Management Plans; 3) saltwater recreational fisheries, as described in the National Saltwater Recreational Fisheries Policy and Implementation Plans; and/or 4) native fish species in the Great Lakes? To what extent will the proposed actions help to strengthen ecosystem resilience? Proposals including on-the-ground implementation will be prioritized. For proposals that solely include pre-implementation activities, such as planning, feasibility, and/or engineering and design, what is the likelihood that the proposed work will provide direct habitat benefits and strengthen ecosystem resilience, once implemented? (10 points)

0 – proposed actions will not result in habitat restoration, and no specific ecosystem or fisheries benefits are identified; 5 – proposed actions will result in a moderate level of habitat restoration, with some potential for strengthened ecosystem resilience and direct
benefits to the target species or fisheries; 10 – proposed actions include on-the-ground implementation and will result in a substantial level of habitat restoration, with high likelihood of strengthened ecosystem resilience and direct benefits to the target species or fisheries.

(b) Fostering Regionally Important Habitat Restoration. To what extent does the proposal demonstrate high priority and transformative potential within the geographic region where restoration work is proposed? Does the proposal describe the relative importance and context within the geographically defined boundary, and identify if the proposed restoration actions are aligned with comprehensive planning documents or other relevant resources? (10 points)

0 – no evidence that proposed actions are aligned with comprehensive planning documents or other relevant resources, and no evidence is provided to demonstrate importance within the region; 5 – proposed actions are aligned with comprehensive planning documents or other relevant resources, but the proposal lacks evidence regarding level of importance and transformative potential within the region; 10 – proposed actions are aligned with comprehensive planning documents or other relevant resources, and proposal provides evidence to demonstrate high priority and transformative potential within the region.

(c) Enhancing Community Resilience to Climate Hazards and Providing Other Co-benefits. To what extent will the proposed actions enhance community resilience to climate hazards? To what extent will the proposed actions result in additional co-benefits to the community? Proposals including on-the-ground implementation will be prioritized. For pre-implementation activities, what is the likelihood that the proposed work will result in enhanced community resilience and other co-benefits, once restoration actions are implemented? (8 points)

0 – proposed actions will not enhance community resilience to climate hazards or provide other co-benefits; 4 – proposed actions will result in moderate enhancement of community resilience to climate hazards, with potential to provide other co-benefits; 8 – proposed actions include on-the-ground implementation and will result in substantial enhancement of community resilience to climate hazards, with a high likelihood of providing other co-benefits.

(d) Providing Benefit to Underserved Communities, Including Through Partnerships with Tribes. Will the benefits of restoration flow to tribal or underserved communities? (4 points)

0 – proposed actions will not benefit tribal or underserved communities; 2 – proposed actions have the potential of providing benefit to tribal or underserved communities; 4 –
proposed actions have a high likelihood of providing benefit to tribal or underserved communities.

2. Technical / Scientific Merit (25 points): This criterion assesses whether the restoration activity or approach is technically sound, if the methods are appropriate, and whether there are clear goals and objectives. For this competition, applications will be evaluated based on the extent to which the applicant has described a realistic and thorough restoration plan that includes:

(a) Project Methodology. Does the proposal provide support for the feasibility of the methods, including whether the approach is technically sound and safe for the public? Does the proposal provide support for the sustainability of the approach? (8 points)

0 – proposal does not provide support for the methodology; 4 – proposal provides moderate support for the feasibility and sustainability of the methodology; 8 – proposal provides substantial support for the feasibility and sustainability of the methodology.

(b) Project Detail. To what extent does the proposal completely describe the proposed restoration actions, including a realistic timeline, key milestones and outcomes to be achieved, and the status of permitting and environmental compliance? For projects with multiple sites, does the proposal include sufficient detail about the proposed work at each site to assess the merit of the planned activities? (7 points)

0 – proposal provides negligible detail regarding restoration actions, realistic timeline, key milestones, and outcomes and project status; 4 – proposal provides moderate detail regarding restoration actions, realistic timeline, key milestones and outcomes, and project status; 7 – proposal provides substantial detail regarding restoration actions, realistic timeline, key milestones and outcomes, and project status.

(c) Implementation Monitoring and Evaluation. To what extent will the project measure near-term implementation success, following the provided guidance (see Section IV.B: Implementation Monitoring and Evaluation)? If no baseline monitoring will be performed for pre-implementation activities, does the applicant clearly explain the rationale for the lack of monitoring or evaluation measures? (6 points)

0 – proposal does not include habitat-based monitoring metrics to evaluate project success, or does not provide a rationale for the lack of assessment measures; 3 – proposal includes satisfactory habitat-based monitoring metrics to evaluate project success, or provides a satisfactory rationale for the lack of assessment measures; 6 – proposal includes meaningful
habitat-based monitoring metrics or other performance measures to evaluate project success, or provides a clear rationale for the lack of monitoring or assessment measures.

(d) Socioeconomic Performance Measures. Does the proposal include appropriate performance measures for the anticipated socioeconomic benefits? For proposals that solely include pre-implementation activities, does the applicant identify performance measures that would be applicable to future implementation of restoration actions? (4 points)

0 – proposal does not include any socioeconomic performance measures; 2 – proposal identifies satisfactory performance measures for anticipated socioeconomic benefits; 4 – proposal includes targeted, well-described performance measures for anticipated socioeconomic benefits.

3. Overall Qualification of Applicant (15 points): This criterion ascertains whether the applicant possesses the necessary education, experience, training, facilities, and administrative resources to support the proposed award. For this competition, applications will be evaluated based on the following (as demonstrated by attached resumes or CVs that highlight relevant project management and financial management, and accomplishments of the key technical and financial staff):

(a) Restoration and Conservation Qualifications. Does the applicant demonstrate the capacity and knowledge to conduct the proposed work? Does the project team (staff and/or partners) demonstrate the necessary education and experience in planning, design, engineering, implementation, and/or monitoring efforts, in order to successfully carry out the scale and scope of the project? (8 points)

0 – proposal provides no documentation of capacity and knowledge to conduct the proposed work; 4 – proposal provides documentation of adequate capacity and knowledge to conduct the proposed work; 8 – proposal provides documentation of substantial capacity and knowledge to conduct the proposed work.

(b) Management Capacity. Does the applicant describe the necessary experience, facilities, equipment, and administrative resources available to successfully fulfill the responsibilities associated with managing a federal award? Does the applicant demonstrate an ability to maintain financial and administrative records, and fulfill reporting requirements? (7 points)

0 – proposal provides no description of experience or available resources to manage the award; 4 – proposal describes adequate experience and available resources to manage the award; 7 – proposal describes extensive experience with federal grants (or grants of similar
complexity) and available resources to manage the award.

4. Project Costs (15 points): This criterion evaluates the budget to determine if it is realistic and commensurate with the proposed needs and time-frame. For this competition, applications will be evaluated on the following:

(a) Budget Detail. Has the applicant provided a budget that includes sufficient detail, divided into SF-424A Object Classes? Does the budget clearly outline the NOAA funding request and, if applicable, any other potential funding sources, such as non-federal match? If funds are requested for partial support of a broader restoration effort, or for projects with multiple sites and/or phases, does the proposal include the full project budget and/or a budget for each site or project phase? (3 points)

0 – proposal does not provide a detailed budget; 2 – proposal provides a moderately detailed budget; 3 – proposal provides a very detailed budget.

(b) Funding Allocation and Cost-effectiveness. Does the budget allocate the majority of direct costs within the federal funding request to support the proposed habitat restoration actions (e.g., project planning, feasibility, engineering and design, implementation monitoring, and/or on-the-ground implementation), compared to the percentage used for activities that are not supporting the proposed projects? Has the applicant demonstrated that a significant overall benefit will be generated at a reasonable cost, based on the applicant's stated objectives? If funds are requested for capacity-building, does the applicant demonstrate how these efforts will support the proposed restoration? (7 points)

0 – budget is not cost-effective, and allocates only a small amount of direct federal funds to support the proposed habitat restoration activities; 4 – budget is moderately cost-effective, and allocates a moderate amount of direct federal funds to support the proposed habitat restoration activities; 7 – budget is very cost-effective, and allocates all direct federal funds to support the proposed habitat restoration activities.

(c) Cost-sharing and Leveraging Funds. To what extent will the applicant complement NOAA's investment with other funding sources, including non-federal matching contributions and federal or non-federal leverage? Confirmed matching and/or leveraged funding sources should be documented in the Supplemental Materials. (5 points)

0 – budget does not include any formal, non-federal matching contributions or informal, leveraged funds; 3 – budget includes formal, non-federal matching contributions and/or informal, leveraged funds, with a combined total that is less than a 1:1 ratio of matching or
leveraged funds to NOAA funds; 5 – budget includes formal, non-federal matching contributions and/or informal, leveraged funds, with a combined total that meets or exceeds a 1:1 ratio of matching or leveraged funds to NOAA funds.

5. Outreach and Education (13 points): NOAA assesses whether the project is based on broad community support and the award can deliver a focused and effective outreach strategy regarding NOAA’s mission to protect the nation’s natural resources through habitat restoration. For this competition, applications will be evaluated based on the following:

(a) Stakeholder Support. Does the proposal demonstrate a broad base of stakeholder and community support from partners that are meaningfully contributing to the project? Has the applicant provided support letters from a diverse range of actively contributing partners (and from the landowner, if applicable)? (5 points)

0 – proposal does not demonstrate a wide base of stakeholder and community support; 3 – proposal demonstrates moderate community support; 5 – proposal demonstrates substantial community support through a diverse set of partners.

(b) Inclusive Engagement. Does the proposal include opportunities for meaningful involvement of local communities and outline how any barriers to accessing the project benefits will be addressed? Is there a clearly outlined strategy to maintain the engagement of a diverse range of community groups in the restoration actions? Will underserved communities be engaged in the process? (6 points)

0 – proposal does not describe an engagement strategy; 3 – proposal describes an adequate engagement strategy; 6 – proposal describes a meaningful engagement strategy, and includes underserved communities in the process.

(c) Community Outreach and Education. Does the proposal include an outreach strategy to share information about restoration goals and results to a broad audience? How strong is the potential to encourage future habitat restoration and conservation actions? (2 points)

0 – proposal does not include an outreach strategy; 1 – proposal includes an adequate outreach strategy; 2 – proposal includes a meaningful outreach strategy, and has strong potential to encourage future habitat restoration and conservation actions.

B. Review and Selection Process

Applications will undergo an initial administrative screening to determine if the packages are eligible and complete. NOAA, in its sole discretion, may continue the review
process for applications with non-substantive issues that may be easily rectified or cured. Applications are screened to ensure that they were received by the deadline date, that the applicant is eligible to apply, and that the application includes a project narrative, budget, and supporting documentation as outlined in Section IV.B. NOAA is not required to screen applications before the submission deadline, to identify deficiencies that would cause the application to be rejected or receive a poor evaluation. However, if deficiencies are identified by NOAA or the applicant before the deadline, the applicant may correct any deficiencies by submitting a revised application. After the deadline, the application must remain as submitted; no changes can be made to it.

Eligible applications will undergo a technical review, ranking, and selection process to determine how well they meet the program priorities and evaluation criteria of this solicitation and the mission and goals of NOAA. Eligible applications will be evaluated by three or more merit reviewers as part of a technical review based on the evaluation criteria listed in Section V.A. After the technical review, a panel may convene to make final recommendations to the Selecting Official regarding which proposals best meet the program objectives and priorities (Sections I.A and I.B). The panel will comprise federal employees and/or other subject matter experts and may convene in person or by teleconference, video conference, or other electronic means to discuss applications.

If convened, the panel will be presented with the top-ranked applications, per the results of the technical review. Panelists will also receive the technical review scores and comments for each application. The panelists will individually rate all top-ranked proposals on the following scale:

1 – Fair: application marginally addresses the program objective and priorities outlined in Sections I.A and I.B, and was moderately responsive to the evaluation criteria;
2 – Good: application adequately addresses the program objective and priorities outlined in Sections I.A and I.B, and was strongly responsive to the evaluation criteria;
3 – Excellent: application exceptionally addresses the program objective and priorities outlined in Sections I.A and I.B, and was highly responsive to the evaluation criteria.

If a panel is held, the panel’s ranked list will be the ranking considered by the Selecting Official for recommending applications for funding. If a panel is not held, the technical review ranking will be the ranking considered by the Selecting Official for recommending applications for funding.

C. Selection Factors

The Selecting Official will recommend applications for funding in rank order unless an
application is justified to be selected out of rank order, based upon one or more of the following selection factors:

1) Availability of funding;
2) Program priorities and policy factors set out in Sections I.A and I.B;
3) Balance/distribution of funds by: a) geographic area, b) type of institutions, c) type of applicants, or d) research areas; or e) project types;
4) Whether the proposal duplicates other projects funded or considered for funding by NOAA or other federal agencies;
5) Applicant’s prior award performance;
6) Partnerships and/or participation of targeted groups, including tribes and underserved communities; and
7) Adequacy of information necessary for NOAA staff to make a NEPA determination and draft necessary documentation (Section VI.B) before recommendations for funding are made to the NOAA GMD.

Hence, awards may not necessarily be made to the highest-scored applications. Unsuccessful applicants will be notified that their application was not among those recommended for funding. NOAA may select all, some, or none of the applications, or part of any application, ask applicants to work together or combine projects, defer applications to the future, or reallocate funds to different funding categories, to the extent authorized. Applicants may be asked to modify objectives, work plans, or budgets, and provide supplemental information required by the agency prior to the award. The exact amount of funds to be awarded, the final scope of activities, the project duration, and specific NOAA cooperative involvement with the activities of each project will be determined in pre-award negotiations among the applicant, NOAA GMD, and NOAA program staff. The NOAA Grants Officer makes the final approval decision and issues an award, as described in Sections VI.A. and VI.B.

D. Anticipated Announcement and Award Dates

Applicants should anticpate the earliest start date for awards will be January 1, 2023.

VI. Award Administration Information

A. Award Notices

The exact amount of funds to be awarded, the final scope of activities including monitoring, the award duration, and specific NOAA cooperative involvement with the activities of each award will be determined in pre-award negotiations among the applicant, NOAA GMD, and NOAA staff that will administer these restoration awards. The official
notice of award is the Standard Form CD-450, Financial Assistance Award, issued by the NOAA Grants Officer electronically through NOAA's Grants Online system. The authorizing document, the CD-450 award cover page, is provided to the appropriate business office of the recipient organization.

PRE-AWARD COSTS. Per 2 C.F.R. § 200.458, NOAA authorizes award recipients to expend pre-award costs up to 90 days before the period of performance start date at the applicant's own risk without approval from NOAA, and in accordance with the applicant's internal policies and procedures. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award. This does not include direct proposal costs (as defined at 2 C.F.R. § 200.460). NOAA or the Department of Commerce are not responsible for direct proposal preparation costs. Pre-award costs will be a portion of, not in addition to, the approved total budget of the award. Pre-award costs expended more than 90 days prior to the period of performance start date require approval from the Grants Officer. This does not change the period of performance start date.

GRANTS OFFICER SIGNATURE. Proposals submitted in response to this solicitation are not considered awards until the Grants Officer has signed the grant or cooperative agreement. Only Grants Officers can bind the Government to the expenditure of funds. The Grants Officer's digital signature constitutes an obligation of funds by the federal government and formal approval of the award.

LIMITATION OF LIABILITY. Funding for programs listed in this notice is contingent upon the availability of funds. Applicants are hereby given notice that funds may not have been appropriated yet for the programs listed in this notice. Publication of this announcement does not obligate NOAA to award any specific project or to obligate any available funds.

B. Administrative and National Policy Requirements

1. The Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements. The Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements contained in the Federal Register notice of December 30, 2014 (79 FR 78390) are applicable to this solicitation and may be accessed online at http://www.gpo.gov/fdsys/pkg/FR-2014-12-30/pdf/2014-30297.pdf.


4. Bureau Terms and Conditions. Successful applicants who accept an award under this solicitation will be bound by bureau-specific standard terms and conditions. These terms and conditions will be provided in the award package in NOAA’s Grants Online system. For NOAA awards only, the Administrative Standard Award Conditions for National Oceanic and Atmospheric Administration (NOAA) Financial Assistance Awards U.S. Department of Commerce are applicable to this solicitation and may be accessed online at https://www.noaa.gov/organization/acquisition-grants/financial-assistance.

5. NEPA Requirements. NOAA must analyze the potential environmental impacts for individual projects as required by NEPA. Detailed information on NOAA compliance with NEPA can be found at the following NOAA NEPA website, http://www.nepa.noaa.gov/, including our NOAA Administrative Order 216-6 for NEPA, http://www.nepa.noaa.gov/NAO216-6.pdf, and the Council on Environmental Quality implementation regulations, https://www.ecfr.gov/current/title-40/chapter-V/subchapter. Consequently, as part of an applicant's package, and under the description of their activities, applicants are required to provide detailed information on the activities to be conducted, safety concerns, locations, sites, species and habitat to be affected, possible construction activities, and any environmental concerns that may exist (e.g. the use and disposal of hazardous or toxic chemicals, introduction of non-indigenous species, impacts to endangered and threatened species, aquaculture projects, and impacts to coral reef systems).

Applicants are encouraged to consult with NOAA as early as possible on proposed projects to discuss NEPA considerations, and should review the restoration-specific environmental compliance documents available at https://www.fisheries.noaa.gov/national/habitat-conservation/resources-noaa-restoration-center-applicants. Funds will not be released until NOAA completes the requisite NEPA analysis and documentation. Funds may be withheld by the GMD under a special award condition requiring the recipient to submit additional environmental law compliance information sufficient to enable NOAA to make an assessment of impacts that the award may have on the environment.

Applicants proposing activities that cannot be categorically excluded from further NEPA
analysis, that are not covered by existing NOAA programmatic NEPA documents, or whose activities are not covered under another agency's NEPA compliance procedures, which can be analyzed and adopted by NOAA, will be informed after the technical review stage. Such applicants may be requested to complete the Environmental Compliance Questionnaire for NOAA Federal Financial Assistance Applicants (https://www.nepa.noaa.gov), assist in the preparation of an EA prior to an award being made, or provide for NOAA review a copy of an EA/EIS that covers proposed activities if one exists. Awardees will be required to cooperate with NOAA in identifying feasible measures to reduce or avoid any identified adverse environmental impacts of their proposed sub-award or sub-contract projects, especially for projects requiring NOAA to consult under the ESA. Failure to agree to do so shall be grounds for not awarding funds or for terminating an award.

6. NOAA's Data Sharing Policy.

(a) Environmental data and information collected and/or created under NOAA grants or cooperative agreements must be made discoverable by and accessible to the general public, in a timely fashion (typically within two years), free of charge or at no more than the cost of reproduction, unless an exemption is granted by the NOAA Program. Data should be available in at least one machine-readable format, preferably based on widely used or open-standard format, and should also be accompanied by machine-readable documentation (metadata), preferably based on widely-used or international standards.

(b) Proposals submitted in response to this Announcement must include a Data Management Plan of up to two pages describing how these requirements will be satisfied. The Data Management Plan should be aligned with the Data Management Guidance provided by NOAA in the Announcement (Section IV.B., Project Narrative, paragraph (2)(f)). The contents of the Data Management Plan (or absence thereof), and past performance regarding such plans, will be considered as part of proposal review. A typical plan should include descriptions of the types of environmental data and information expected to be created during the course of the project; the tentative date by which data will be shared; the standards to be used for data/metadata format and content; methods for providing data access; approximate total volume of data to be collected; and prior experience in making such data accessible. The costs of data preparation, accessibility, or archiving may be included in the proposal budget unless otherwise stated in the Guidance. Accepted submission of data to the NOAA National Centers for Environmental Information (NCEI) is one way to satisfy data sharing requirements; however, NCEI is not obligated to accept all submissions and may charge a fee, particularly for large or unusual datasets.

(c) NOAA may, at its own discretion, make publicly visible the Data Management Plan from
funded proposals, or use information from the Data Management Plan to produce a formal metadata record and include that metadata in a Catalog to indicate the pending availability of new data.

(d) Proposal submitters are hereby advised that the final pre-publication manuscripts of scholarly articles produced entirely or primarily with NOAA funding will be required to be submitted to NOAA Institutional Repository after acceptance, and no later than upon publication. Such manuscripts shall be made publicly available by NOAA one year after publication by the journal.


7. Minority Serving Institutions. The Department of Commerce / National Oceanic and Atmospheric Administration (DOC / NOAA) is strongly committed to increasing the participation of Minority Serving Institutions (MSIs), i.e., Historically Black Colleges and Universities, Hispanic-serving institutions, Tribal colleges and universities, Alaskan Native and Native Hawaiian institutions, and institutions that work in underserved communities.

8. NOAA Sexual Assault and Sexual Harassment Prevention and Response Policy. NOAA requires organizations receiving federal assistance to report findings of sexual harassment, or any other kind of harassment, regarding a Principal Investigator (PI), co-PI, or any other key personnel in the award. NOAA expects all financial assistance recipients to establish and maintain clear and unambiguous standards of behavior to ensure harassment free workplaces wherever NOAA grant or cooperative agreement work is conducted, including notification pathways for all personnel, including students, on the awards. This expectation includes activities at all on- and offsite facilities and during conferences and workshops. All such settings should have accessible and evident means for reporting violations and recipients should exercise due diligence with timely investigations of allegations and corrective actions. For more information, please visit: https://www.noaa.gov/organization/acquisition-grants/noaa-workplace-harassment-training-for-contractors-and-financial.

9. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials. If applicable, and pursuant to the Infrastructure Investment and Jobs Act ("IIJA"), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the
funds provided under this award may be used for a project for infrastructure unless: 1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; 2) all manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and 3) all construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. 1) When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at whitehouse.gov/omb/management/made-in-america.

Definitions. “Construction materials” includes an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials;
aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

10. Review of Risk. After applications are proposed for funding by the Selecting Official, the Grants Office will perform administrative reviews, including an assessment of risk posed by the applicant under 2 C.F.R. § 200.206. These may include assessments of the financial stability of an applicant and the quality of the applicant’s management systems, history of performance, and the applicant’s ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities. Special conditions that address any risks determined to exist may be applied. Applicants may submit comments to the Federal Awardee Performance and Integrity Information System (FAPIIS) (see 41 U.S.C. 2313), accessible through the System for Award Management, about any information included in the system about their organization.

NOAA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant’s integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

11. Indirect Cost Rate. If an applicant has not previously established an indirect cost rate with a Federal agency they may choose to negotiate a rate with the Department of Commerce or use the de minimis indirect cost rate of 10% of MTDC (as allowable under 2 C.F.R. § 200.414). The negotiation and approval of a rate is subject to the procedures required by NOAA and the Department of Commerce Standard Terms and Conditions. The NOAA contact for indirect or facilities and administrative costs is: Lamar Revis, Grants Officer, NOAA Grants Management Division, 1325 East West Highway, 9th Floor, Silver
12. Reviews and Evaluations. The applicant acknowledges and understands that information and data contained in applications for financial assistance, as well as information and data contained in financial, performance and other reports submitted by applicants, may be used by the Department of Commerce in conducting reviews and evaluations of its financial assistance programs. For this purpose, applicant information and data may be accessed, reviewed and evaluated by Department of Commerce employees, other Federal employees, and also by Federal agents and contractors, and/or by non-Federal personnel, all of whom enter into appropriate conflict of interest and confidentiality agreements covering the use of such information. As may be provided in the terms and conditions of a specific financial assistance award, applicants are expected to support program reviews and evaluations by submitting required financial and performance information and data in an accurate and timely manner, and by cooperating with the Department of Commerce and external program evaluators. In accordance with 2 C.F.R. § 200.303(e), applicants are reminded that they must take reasonable measures to safeguard protected personally identifiable information and other confidential or sensitive personal or business information created or obtained in connection with a Department of Commerce financial assistance award.

13. Freedom of Information Act. Department of Commerce regulations implementing the Freedom of Information Act (FOIA), 5 U.S.C. Sec. 552, are found at 15 C.F.R. Part 4, Public Information. These regulations set forth rules for the Department regarding making requested materials, information, and records publicly available under the FOIA. Applications submitted in response to this Notice of Funding Opportunity may be subject to requests for release under the Act. In the event that an application contains information or data that the applicant deems to be confidential commercial information that should be exempt from disclosure under FOIA, that information should be identified, bracketed, and marked as Privileged, Confidential, Commercial or Financial Information.

In accordance with 15 C.F.R. § 4.9, the Department of Commerce will protect from disclosure confidential business information contained in financial assistance applications and other documentation provided by applicants to the extent permitted by law.

C. Reporting

Award recipients will be required to submit financial and performance (technical) reports in accordance with 2 C.F.R. § 200.328-330 and the Department of Commerce Financial Assistance Standard Terms and Conditions. In accordance with 2 C.F.R. § 200.328-9 and the terms and conditions of the award, financial reports are to be submitted semiannually. Progress reports shall use the NOAA Restoration Center's progress report
narrative format and form approved by OMB under control number 0648 0718, or a successor form. This form will be provided to awardees by the NOAA Federal Program Officer. In addition, award recipients proposing multiple site locations may be required to complete individual reports for each site, or provide a project/site list including status and expenditures.

Narrative progress reports shall be due on the same fiscal year schedule as financial reports (Oct. 30 and April 30) covering April 1 - September 30 and October 1 - March 31, respectively. A comprehensive final report covering all activities during the award period is required and must be received by NOAA within 120 days after the end date of this award.

The Federal Funding Accountability and Transparency Act, 31 U.S.C. 6101 Note, includes a requirement for awardees of applicable federal grants to report information about first-tier subawards and executive compensation under federal assistance awards. All awardees of applicable grants and cooperative agreements are required to report to the Federal Subaward Reporting System (FSRS) available at www.FSRS.gov on all subawards of $30,000 and over.

Recipients will be obligated to assist NOAA in complying with all relevant requirements and implementing guidance issued to Federal agencies by the Office of Management and Budget (OMB), particularly with respect to any requirements related to the IIJA that may be determined at a later time. NOAA anticipates additional guidance may be forthcoming related to responsibilities of recipients of grants and cooperative agreements, including guidance on agency-wide or government-wide requirements.

VII. Agency Contacts

Supplemental Guidance regarding application writing and FAQs about this Announcement can be found at https://www.fisheries.noaa.gov/grant/coastal-habitat-restoration-and-resilience-grants. For further information contact Natalie McLennaghen at (240) 614-3192, or by e-mail at resilience.grants@noaa.gov. Prospective applicants are strongly encouraged to contact NOAA Restoration Center staff before submitting an application to discuss their NOAA project ideas with respect to technical merit and NOAA’s objectives. NOAA will make every effort to respond to prospective applicants on a first come, first served basis. These discussions will not include review of draft proposals or site visits during the application period.

VIII. Other Information
Funds awarded cannot necessarily pay for all the costs that the recipient might incur in the course of carrying out an award. Generally, costs that are allowable include salaries, equipment and supplies, as long as these are "necessary and reasonable" specifically for the purpose of the award. Allowable costs are determined by reference to the OMB Uniform Guidance at 2 C.F.R. Part 200, codified by the Department of Commerce at 1327.101. All cost reimbursement sub-awards (e.g. subgrants, subcontracts) are subject to those federal cost principles applicable to the particular type of organization concerned.
CPR COMMITTEE and/or COUNCIL AGENDA

TO:       John J. Tecklenburg, Mayor
FROM:     Matt Fountain / Andrew Jones       DEPT: Stormwater Management
SUBJECT:  CONCORD ST. PUMP STATION UPGRADE-SCRIA ARPA-SC INFRASTRUCTURE INVESTMENT PROGRAM GRANT APPLICATION
REQUEST:  Approval to submit and application to the SCRIA ARPA-SC Infrastructure Investment Program to support the construction of the Concord St. Pump Station Uplift project. Grant Funds-$10,000,000.00, City Match-$3,333,333.00.

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

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

CPR Committee Chair       Yes          N/A     Signature of Individual Contacted
Corporate Counsel
Dir. of SW Management    X
MBE Manager

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

If yes, provide the following: Dept/Div    SW Mgmt-Proj. Mgmt   Acct #
Balance in Account $3,325,000.00   Amount needed for this item $3,333,333.00

NEED: Identify any critical time constraint(s).
Application deadline of September 12, 2022.

CFO’s Signature: 

FISCAL IMPACT: Match amount required by the grant is 25%. Match amount is funded from the Drainage Fund.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
The South Carolina Infrastructure Investment Program (SCIIP) is a major one-time initiative to improve water, wastewater and stormwater systems throughout the state using federal funds allocated by the 2021 American Rescue Plan Act (ARPA). SCIIP offers a unique opportunity to make long-term capital improvements that will strengthen critical services to residents and businesses across the state, create more resilient communities and build the capacity to support future opportunities for growth and economic development.

"Water and sewer are key to life. The right water and sewer systems in a county can transform a tax base, creating jobs, good schools, and a vibrant community. With this investment ... we can ensure that South Carolina will have the workforce, the infrastructure, and the quality of life necessary to compete nationally and globally for jobs and investment – for generations to come."

Gov. Henry McMaster
South Carolina Infrastructure Investment Program

In order to achieve maximum impact, the Rural Infrastructure Authority will divide SCIIP funds to help large utilities that serve the most people and smaller systems that struggle to raise the capital needed to modernize outdated infrastructure. We will also incentivize regional partnerships where feasible to resolve the viability concerns of smaller systems and encourage other partnerships that create lasting solutions for communities. Funding will include $100M for special economic development projects as designated by the South Carolina Department of Commerce.

The Rural Infrastructure Authority is committed to a transparent and efficient grant process that ensures these funds will transform infrastructure across South Carolina. We will conduct a comprehensive review of applications and an analysis of needs to direct funds where they can be most effective, and then we will distribute grants expeditiously so projects can be completed by the federally mandated deadline of December 31, 2026.

Competitive Programs - $800 million

Community Impact Grant: $683M
- 60% for large utilities
  - serving >30K people
- 25% local investment requirement
- 40% for smaller utilities
  - serving <30K people or utilities in Tier III/IV counties
  - 15% local investment requirement

Eligible Applicants
Units of local government, special purpose districts, commission of public works and joint municipal organizations. Units of local government may apply on behalf of non-profit water and sewer systems. Applicants must generally own or operate the facilities to be improved.

Regional Solutions Grant: $80M
- Funding for projects that result in regional consolidation, new or expanded operating agreements or other partnerships, particularly with smaller systems that have viability concerns. A local investment of 15% is required.

Selection Priorities
- Regional Solutions
- Protection of Public Health and Water Quality
- Resilience and Storm Protection
- Modernization of Aging Infrastructure
- Capacity Development and Economic Opportunities

Viability Planning Grant: $20M
- Grants up to $1 million maximum will go to very small systems serving 3,300 or fewer people that want to address viability concerns or evaluate regional options as well as to identify capital improvement needs. No local investment is required.

Timeline
- Application Deadline: September 12, 2022
- Federal Expenditure Deadline: December 31, 2026

"The SC Rural Infrastructure Authority is invigorated by the chance to make transformational improvements to South Carolina’s most critical services, and we will ensure that the state capitalizes on this opportunity to put communities in a position to succeed in the future."

Bonnie Ammons
Executive Director

South Carolina Rural Infrastructure Authority
(803) 737-0300
info@ria.sc.gov
www.ria.sc.gov
Grant Application

 Applicant Information

Applicant Name: 
Mailing Address: 
City, State and Zip: County: 

Utility Service Population:
- 30,000 or more
- 3,301 - 10,000
- 10,001 - 29,999
- 3,300 or fewer

☐ Check here if applicant is submitting on behalf of a not-for-profit water/sewer company or other eligible entity.

Name:

NPDES Permit Number: ☐ N/A PWS ID Number: ☐ N/A

Regional Project Participants: ☐ N/A

Project Description:

Project Title:
Project Summary: (2-3 sentences)

Grant Category:
☐ Community Impact
☐ Regional Solutions
☐ Viability Planning

Type of Project:
☐ Check all that apply:
☐ Water
☐ Stormwater
☐ Sewer
☐ Planning

Number of customers/taps directly served by project:
Residential: __________ Business: __________

Funding Request & Budget Summary

<table>
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<tr>
<th>Source</th>
<th>Construction Costs*</th>
<th>Non-Construction Costs</th>
<th>Total</th>
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<td>$ 1</td>
<td>100%</td>
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<tr>
<td>RIA State Funds Requested:</td>
<td></td>
<td>Total Local Investment Dollars:</td>
<td>Total Local Investment Percentage:</td>
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</tr>
<tr>
<td>Service pop ≤10,000 only</td>
<td></td>
<td>$ 0</td>
<td>0%</td>
<td></td>
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<tr>
<td>Other:</td>
<td></td>
<td>$ 0</td>
<td>0%</td>
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<tr>
<td>Other:</td>
<td></td>
<td>$ 0</td>
<td>0%</td>
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<tr>
<td>Local Funds:</td>
<td></td>
<td>$ 0</td>
<td>$ 1</td>
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<tr>
<td>Total Project Funding:</td>
<td>$ 1</td>
<td>$ 0</td>
<td>$ 1</td>
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</tbody>
</table>

* Include a 25% construction contingency allowance
** SCIIP local investment requirements (the minimum percentage of project costs that must be provided by non-SCIIP funds):

Community Impact:
Large Systems (≥30,000 service pop.): 25% of project costs
Small Systems (<30,000 service pop.) or those in Tier III/IV Counties: 15% of project costs

Regional Solutions: 15%
Viability Planning: None

June 29, 2022
## Project Schedule & Readiness

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Expected/Actual Completion</th>
<th>Permits required (list types):</th>
<th># of easements/parcels needed:</th>
<th># of contracts planned:</th>
<th>Federal final expenditure deadline is December 2026</th>
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<tr>
<td>Final Design</td>
<td>Date: ____________________</td>
<td>□ N/A</td>
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</tr>
<tr>
<td>Permits Acquired</td>
<td>Date: ____________________</td>
<td>□ N/A</td>
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<tr>
<td>Acquisition</td>
<td>Date: ____________________</td>
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<tr>
<td>Advertise for Bids</td>
<td>Date: ____________________</td>
<td>□ N/A</td>
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<tr>
<td>Start of Work</td>
<td>Date: ____________________</td>
<td>□ N/A</td>
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<td></td>
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<tr>
<td>Completion of Work</td>
<td>Date: ____________________</td>
<td>□ N/A</td>
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## Contact Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Phone</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

## Certification

As the Chief Executive Official for the applicant, I certify that the information in this request and the attachments is complete and correct and that the applicant has authorized submission of this request for the SC Infrastructure Investment Program, which is funded through State Fiscal Recovery Funds allocated to the State of South Carolina and authorized by the American Rescue Plan Act, to assist in carrying out the project described herein. Further, I acknowledge that the herein described project will meet an eligible use of these funds as defined by U.S. Treasury’s State and Local Fiscal Recovery Funds program guidelines, and that if awarded this project will comply with all applicable federal, state, and local regulations and laws.

<table>
<thead>
<tr>
<th>Name of Chief Executive Official (Elected or Administrative)</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature**

* Please save this completed form for electronic submission prior to signing. Do NOT submit a scanned version. The printed form with original, pen-and-ink signature must be mailed or delivered as detailed on page 6.

Please see the following pages for required attachments and application submission instructions.

Applications must be received by 5:00 pm on September 12, 2022.

June 29, 2022
ATTACHMENT 1: APPLICATION NARRATIVE
Attach a brief narrative about the project that addresses each of the topics indicated.

A. NEED
   Explain the need for this project including:
   • a summary of the current condition, capacity and deficiencies of existing facilities
   • the frequency and severity of the problem

B. PROJECT DESCRIPTION
   Provide a detailed description of the project, including all activities regardless of funding source

C. FEASIBILITY
   • identify how the project will cost-effectively solve the problem or improve conditions including consideration of two other alternatives.
   • Explain how the project will be carried out to meet the December 2026 federal expenditure deadline, including any anticipated problems or delays
   • Provide specific plans for preparing for and dealing with cost overruns
   • For systems serving up to 10,000 people or those in Tier III/IV counties that are requesting up to $500,000 in RIA state grant funds to supplement local investment, provide rationale for the need and impact of requesting these funds
   • Describe any interest in implementation of a "dig once" plan for incorporation of broadband conduit during project construction. Such projects will be referred to the Office of Regulatory Staff for possible coordination and funding.

D. BENEFITS/IMPACT
   • Explain how the project will make a transformative impact on the community and address one or more of the following priorities:

   Community Impact Grants
   1. Regional Solutions
      projects that implement solutions that impact multiple systems
   2. Water Quality
      projects that address consent orders, violations, or other public health or environmental impacts
   3. Resilience and Storm Protection
      projects that help utilities prepare for emergencies
   4. Other Aging Infrastructure
      projects that upgrade or replace infrastructure that has exceeded its useful life
   5. Capacity
      projects that improve service for existing residents while preparing for future opportunities

   Regional Solutions Grants
   1. The project results in a consolidation or operating agreement with at least one small system with viability concerns
   2. The project results in an expanded partnership agreement with at least one small system with viability concerns
   3. The project results in a consolidation or operating agreement with other systems

   • Include any additional information that should be considered in evaluating the proposed project.

Required attachments for capital improvement projects are CONTINUED on the next page.
ATTACHMENT 2: PRELIMINARY ENGINEERING COST ESTIMATE

- A detailed, itemized cost estimate for both construction and other costs, prepared within the past year.
- A 25% construction contingency should be included as a separate line item.
- A PER may be attached but is NOT required.

ATTACHMENT 3: PROJECT LOCATION AND SERVICE AREA MAPS

One or more maps showing the system service area as well as location, size and/or capacity of existing and proposed infrastructure within the project service area. Identify census tracts for the proposed infrastructure. Use symbols and color-coding to identify activities.

ATTACHMENT 4: FUNDING AND OTHER COMMITMENTS

- Commitments of all non-RIA funds required to implement the project:
  - For local funds, a letter of commitment (with original signature) from the chief elected or administrative official. The letter should identify the source of the funds (e.g., general fund or enterprise fund) and when the funds will be available.
  - For other sources, a copy of the award letter or other documentation from the agency that includes the amount of funds awarded.
- Certification of public ownership for all necessary easements/rights-of-way or other real property already acquired for this project.
- If the applicant proposes improving infrastructure that it does not own, include a letter from the system owner describing the partnership between the two entities and granting permission for the applicant to carry out the project.

ATTACHMENT 5: VIABILITY SELF-ASSESSMENT FOR RIA STATE GRANT REQUESTS

Utilities serving 10,000 people or less OR located in Tier III/IV counties may request RIA state grant funds up to $500,000 to supplement the local investment requirement. Those applicants must download and complete the Utility Viability Tool and submit the Results Summary as part of this application. Other applicants may choose to complete the tool and submit the results to document need.

The Utility Viability Tool can be downloaded at ria.sc.gov/utility-viability/.

ADDITIONAL ATTACHMENTS

Include any other relevant documentation that supports the application narrative. Examples may include:

- Sanitary surveys or compliance inspections to document existing issues
- Notice of violations, consent orders, or corrective action plans related to the project
- Test results, customer complaints, repair logs, photos, etc. documenting the problem to be addressed
ATTACHMENTS FOR VIABILITY PLANNING PROJECTS

ATTACHMENT 1: APPLICATION NARRATIVE
Attach a brief narrative about the project that addresses each of the topics indicated.

A. NEED
Explain the need for this project including:
• Specific technical, financial and managerial challenges faced by the applicant
• Steps that have been taken to strengthen viability

B. PROJECT DESCRIPTION
Provide a detailed description of all proposed planning activities regardless of funding source

C. FEASIBILITY
• Identify how the planning activities will cost-effectively address the challenges identified
• Explain how the planning activities will be carried out to meet the December 2026 federal expenditure deadline, including any anticipated problems or delays
• Provide specific plans for preparing for and dealing with cost overruns

D. BENEFITS/IMPACT
• Describe how the outcome of the planning activities will be used to support long-term viability, including plans for the implementation of any recommendations
• Include any additional information that should be considered in evaluating the proposed project

ATTACHMENT 2: DETAILED COST ESTIMATE
A detailed, itemized cost estimate for all proposed activities, prepared within the past year

ATTACHMENT 3: SERVICE AREA MAPS
County or municipal road/street maps identifying the applicant’s service area including the census tracts

ATTACHMENT 4: FUNDING AND OTHER COMMITMENTS
• Commitments of all non-RIA funds required to implement the project:
  • For local funds, a letter of commitment (with original signature) from the chief elected or administrative official. The letter should identify the source of the funds (e.g., general fund or enterprise fund) and when the funds will be available.
  • For other sources, a copy of the award letter or other documentation from the agency that includes the amount of funds awarded.

ADDITIONAL ATTACHMENTS
Include any other relevant documentation that supports the application narrative. Examples include:
• Sanitary surveys, compliance inspections, or other documentation of regulatory issues
• Documentation of system challenges such as financial statements or the results summary from the Utility Viability Tool which can be downloaded at ria.sc.gov/utility-viability/.
To ensure the proposed project complies with program guidelines (including eligibility, local investment and budget/cost feasibility), please review the SCIIP Program Strategy before completing the application.

Submission Instructions

Applications must be submitted both electronically and in hard copy. Please carefully review the required submissions:

1. **2 hard copies** of the signed application and attachments:
   a. One original version with original, pen-and-ink signatures on the application certification and any local funding commitment letters
   b. One duplicate copy of the full application (all attachments included)

   AND

2. **Required electronic files** (2 separate PDFs):
   a. The PDF of the application form, completed but unsigned and saved in its original format (NOT printed and scanned)
   b. A single PDF of all attachments, in the requested order

Hard copies may be mailed or hand-delivered but must be received by 5:00 p.m. on September 12, 2022.

Electronic files may be emailed to info@ria.sc.gov or sent on a flash drive with the hard copies.

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>Delivery Address</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>SC Rural Infrastructure Authority</td>
<td>SC Rural Infrastructure Authority</td>
<td><a href="mailto:info@ria.sc.gov">info@ria.sc.gov</a></td>
</tr>
<tr>
<td>1201 Main Street, Suite 1600</td>
<td>1201 Main Street, Suite 1740</td>
<td></td>
</tr>
<tr>
<td>Columbia, SC 29201</td>
<td>Columbia, SC 29201</td>
<td></td>
</tr>
</tbody>
</table>

All application submissions (both hard copies and electronic files) must be RECEIVED by 5:00 p.m. on September 12, 2022.

Please contact RIA staff with any questions about application requirements or submission procedures.

803-737-0390
info@ria.sc.gov

June 29, 2022
CPR COMMITTEE and/or COUNCIL AGENDA

TO:       John J. Tecklenburg, Mayor
FROM:     Edmund Most                                      DEPT.   Parks - Capital Projects
SUBJECT:  INTERNATIONAL AFRICAN AMERICAN MUSEUM GMP CHANGE ORDER #17 -
          TURNER CONSTRUCTION COMPANY
REQUEST:  Approval of Change Order #17 with Turner Construction Company in the amount of
          $190,816.00 for alterations in the decking material for the wood walkway from 2x4 Black
          Locust to the 5/4" IPE.

          Funding for this will come from the IAAM.

COMMITTEE OF COUNCIL:   Ways & Means    DATE:    August 16, 2022

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

CPR Committee Chair  [ ]  [ ]  Signature of individual contacted
Corporate Counsel    [ ]  [ ]
Capital Projects Director [ ]  [ ]
MBE Manager          [ ]  [ ]

FUNDING:   Was funding previously approved?  Yes  [x]  No  [ ]  N/A  [ ]
If yes, provide the following:  Dept/Div  Parks-Capital Projects  Acct #  051406-58240
Balance in Account   $190,816.00  Amount needed for this item   $180,816.00
Project Number       CP1425

NEED:   Identify any critical time constraint(s).

CFO's Signature:       [Signature]

FISCAL IMPACT:  Approval of Change Order #17 will increase the GMP contract by $190,816.00
                (from $61,894,000.00 to $62,084,816.00). Funding sources for this project are:
                Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax
                ($12,500,000.00), State Funding ($14,000,000.00), IAAM Contributions ($53,000,000.00).

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 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.
PROJECT: (name and address)  
International African American Museum  
14 Wharfside Street  
OWNER: (name and address)  
City of Charleston  
823 Meeting Street  
Charleston, SC 29403  
CONTRACTOR: (name and address)  
Turner Construction Company  
4601 Park Road, Suite 601  
Charlotte, NC 28209

CONTRACT INFORMATION:  
Contract For: General Construction  
Date: July 11, 2019  
ARCHITECT: (name and address)  
Moody Noland, Inc.  
300 Spruce Street, Suite 300  
Columbus, OH 43215

CHANGE ORDER INFORMATION:  
Change Order Number: 017  
Date: June 3, 2022  
CONSTRUCTION MANAGER: (name and address)  
Cumming Management Group, Inc.  
3820 Faber Place Drive, Suite 600  
N. Charleston, SC 29405

THE CONTRACT IS CHANGED AS FOLLOWS:  
(Inset a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to execution of Construction Change Directives.)

PCO No. 183R2 - 5/4" IPE Wood Decking. Cost associated with labor and materials to provide and install IPE Wood Decking to the exterior walkways. The original GM contract specified 2x4 Black Locust as the wood material for the wood walkway, the material was procured and delivered on site, however due to concerns for the aging and look of Black Locust the IAAM has elected to change the wood to the 5/4" IPE decking boards. Unfortunately, the Black Locust is not returnable for refund.

This change also includes the new fastening system for IPE with grooved boards and hidden fasteners, as well as the removal of any previously installed Black Locust and the proper shining of the subfloor support to the properly height for the IPE.

TOTAL COST: $190,816.00

The original Guaranteed Maximum Price was  
$58,457,323.00

The Guaranteed Maximum Price prior to this Change Order was  
$3,436,677.00

The Guaranteed Maximum Price will be increased by this Change Order in the amount of  
$61,894,000.00

The new Guaranteed Maximum Price including this Change Order will be  
$190,816.00

The Contract Time will be unchanged by Zero (0) days.  
The Contractor’s Work shall be substantially complete on August 31, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Moody Noland, Inc.  
ARCHITECT (Firm name)  

SIGNATURE  

RICK W. HOLT, VICE PRESIDENT  
CONSTRUCTION MANAGER (Firm name)  

SIGNATURE  

July 27, 2023  
PRINTED NAME AND TITLE  

DATE:  

Tumer Construction Company  
CONTRACTOR (Firm name)

City of Charleston  
OWNER (Firm name)
Change Order Proposal Review Form

To: Edmund V. Most
From: Mike Risteski
Date: 6/3/2022
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum
Project No.: CP 1425
Proposal No.: Change Order Request No. 183 R2
Contract: Construction

Description of work to be performed: 5/4" IPE Wood Decking

This change is associated with the labor and material of installing IPE wood decking to the exterior walkways. The original GMP contract had specified 2x4 Black Locust as the wood material for the woodwalkway, the material was procured and delivered on site, however due to concerns for the aging and look of the Black Locust the IAAM has decided to change the wood to the 5/4" IPE decking boards.

Unfortunately the Black Locust is not returnable for a refund.
The change also includes the new fastening system for IPE with grooved boards and hidden fasteners, as well as the removal of any previously installed balck locust and proper shimming of the subfloor support to the proper height for the IPE.

Justification: A - Customer Requested Change

Attachments: J&A from Project Manager
Independent Cost Estimate
Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)
Change Proposal Request from GMR with Detailed Backup

Proposal Cost (not to exceed): $190,816.00 Owner Contingency Allow. Bal. 
Time Extension Requested: 
Time Extension Recommended: 

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Decision needed by: June 3, 2022

Approved:

Rick Holt, Cumming Corp.
Robert Faust, Cumming Corp.
Edmund V. Most, City of Charleston
Bernard Costantino, Moody Nolan

Mike Risteski, Cumming Management Group.
Date Submitted: **April 26, 2022**

To: Edmund Most  
*City of Charleston*

Re: **International African American Muesum**  
To Change the Wood Decking to IPE as Requested by IAAM.

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>To change wood walkway to IPE material as requested by the IAAM. The boards will not be sealed (except end cuts) per discussion with city / iaam.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing:</td>
<td>ROM Estimate of GR's &amp; Insurances</td>
<td>ROM Estimate for Entire PCO</td>
<td>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
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<tr>
<td>Time Impact:</td>
<td>Evaluating Potential for Time Impact</td>
<td>Evaluated - NO TIME IMPACT</td>
<td>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</td>
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</tr>
<tr>
<td>Work has been Completed</td>
<td>Work Has Commenced &amp;/or is Ongoing</td>
<td>Work Authorization is Requested By:</td>
<td></td>
<td></td>
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</tbody>
</table>

Submitted By: Walter Lewis  
Project Engineer:  
*04/26/2022*  
$190,816  
Amount Requested

Contractor: **TURNER BROWNSTONE**

Reviewed By: Program Manager: **CUMMING**

Approved By: Owner: **City of Charleston**  
*04/26/2022*  
$190,816  
Amount Approved

Requested Action:  
- Authorized to Proceed While Pricing  
- Price Only  
- Do Not Proceed or Price

Authorized Action:  
- Authorized to Proceed While Pricing  
- Price Only  
- Do Not Proceed or Price
### Estimate Total

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<td>Procure</td>
<td>$7,978.74</td>
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<tr>
<td>Performance and Payment Bond</td>
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<td>Builders Risk</td>
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<td>Subguard</td>
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<td>CPIP</td>
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<td><strong>Subtotal</strong></td>
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<table>
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<th>Amount</th>
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<tbody>
<tr>
<td><strong>Subtotal TRADE DIRECTS</strong></td>
<td><strong>$17,548.00</strong></td>
</tr>
<tr>
<td>TRADE DIRECTS (Contractor) Material &amp; Equipment</td>
<td></td>
</tr>
<tr>
<td>GENERAL REQUIREMENTS (G.R.) &amp; GENERAL CONDITIONS (G.C.)</td>
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</tr>
<tr>
<td>GENERAL REQUIREMENTS (G.R.) &amp; SELF PERFORM. LABOR</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td><strong>Total Estimate of Work</strong></td>
<td><strong>$190,816.00</strong></td>
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**General Summary of the Estimate**

International African American Museum
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>Additional labor to repaint all walkways</td>
<td>$950</td>
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<td>$950</td>
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<tr>
<td>Equipment rental for removing machines</td>
<td>$1</td>
<td></td>
<td>$1</td>
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<tr>
<td>Additional O/H - End grain only - included above</td>
<td></td>
<td></td>
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<tr>
<td>To remove insulated glass leading</td>
<td>$2</td>
<td></td>
<td>$2</td>
</tr>
<tr>
<td>Contingency labor to cover all boards - not in Factory Curved Walk areas</td>
<td>$8</td>
<td></td>
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<tr>
<td>To supply Skp boards covered with tile</td>
<td>$12</td>
<td></td>
<td>$12</td>
</tr>
<tr>
<td>Additional scope of work</td>
<td></td>
<td></td>
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</table>

**TOTAL: $17,975.00**
Quote To: CASH/JOHNNATHAN BAXLEY
---CASH ACCOUNT ONLY---
CHARLESTON, SC 29412

Ship To: AFRICAN AMERI MUSEUM
DOWNTOWN CHARLESTON, SC 29401

ESTIMATE ONLY
Written By: LAZELLE WALKER
Salesman: JOHNATHAN BAXLEY

<table>
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<th>LN #</th>
<th>ITEM CODE</th>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>PRICE per UNIT</th>
<th>EXTENSION</th>
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<tbody>
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<td>SOIPE</td>
<td>734</td>
<td>Section: 1 5' CURVILINEAR SECTIONS 5/4 X 6 X 5' IPE DECKING</td>
<td>24.000 PC</td>
<td>17616.00</td>
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<td>Sub-Total Estimate Sales Tax</td>
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<td>Total</td>
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<td>1565.44</td>
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<td>19201.44</td>
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<tr>
<td>4</td>
<td>SOIPE</td>
<td>4700</td>
<td>Section: 2 MAIN DECK (RANDOM BOARDS) 5/4&quot;X6&quot; IPE 8' &amp; LONGER LNFT</td>
<td>9.400 LNFT</td>
<td>44180.00</td>
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<td>Sub-Total Estimate Sales Tax</td>
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<td></td>
<td></td>
<td>48156.20</td>
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<tr>
<td>6</td>
<td>SOIPE</td>
<td>665</td>
<td>Section: 3 10' WALKWAY 5/4X6X10' IPE GROVED DECKING</td>
<td>99.460 PC</td>
<td>66140.90</td>
</tr>
<tr>
<td>7</td>
<td>SBL1050</td>
<td>10</td>
<td>IPE CLIP #8X2&quot; BLACK 600 SQ.FT.</td>
<td>575.000 EACH</td>
<td>5750.00</td>
</tr>
<tr>
<td>8</td>
<td>WISESEAL</td>
<td>5</td>
<td>QT. IPE END GRAIN SEAL</td>
<td>18.000 EACH</td>
<td>90.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sub-Total Estimate Sales Tax</td>
<td></td>
<td>71980.90</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Total</td>
<td></td>
<td>6478.28</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>78459.18</td>
</tr>
</tbody>
</table>

Total Ship Units: 6354.000 LB

Quoted prices must be accepted within SEVEN DAYS from date of quote. We reserve the right to adjust prices on all material not shipped within 30 DAYS from date of quote. SPECIAL ORDER ITEMS ARE NOT RETURNABLE. This is an estimate only, quantities and material are subject to change and/or error. All Disputes of any kind between the parties will be resolved by binding arbitration pursuant to the S.C. Arbitration Act: 15-48-10.et.seq.

<table>
<thead>
<tr>
<th>NET AMOUNT</th>
<th>TAX AMOUNT</th>
<th>QUOTE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>133776.90</td>
<td>12039.92</td>
<td>145816.82</td>
</tr>
</tbody>
</table>
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Edmund Most DEPT. Parks – Capital Projects
SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM GMP CHANGE ORDER #18 - TURNER CONSTRUCTION COMPANY
REQUEST: Approval of Change Order #18 with Turner Construction Company in the amount of $107,605.00 for modifications to the bus stop, installation of steam condensate pumps, and a credit from one of the subcontractors for grout materials used in the installation of the granite at the main entrance.

Funding for this will come from the IAAM

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 2022

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Projects Director</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>MBE Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:

<table>
<thead>
<tr>
<th>Dept/Div</th>
<th>Parks-Capital Projects</th>
<th>Acct #</th>
<th>051405-68240</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance in Account</td>
<td>$107,605.00</td>
<td>Amount needed for this item</td>
<td>$107,605.00</td>
</tr>
<tr>
<td>Project Number</td>
<td>CP1425</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________

FISCAL IMPACT: Approval of Change Order #18 will increase the GMP contract by $107,605.00 (from $62,084,816.00 to $62,192,421.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), IAAM Contributions ($53,000,000.00).

Mayor's Signature: ____________

OR SIGNATURE OF REE PLASE NOTE: A FULLY SIGNED 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
Change Order, Construction Manager as Adviser Edition

PROJECT: (name and address)
International African American Museum
14 Wharfside Street
OWNER: (name and address)
City of Charleston
823 Meeting Street
Charleston, SC 29403
CONTRACTOR: (name and address)
Turner Construction Company
4601 Park Road, Suite 601
Charlotte, NC 28209

CONTRACT INFORMATION:
Contract For: General Construction
Date: July 11, 2019
ARCHITECT: (name and address)
Moody Noland, Inc.
300 Spruce Street, Suite 300
Columbus, OH 43215

CHANGE ORDER INFORMATION:
Change Order Number: 018
Date: June 3, 2022
CONSTRUCTION MANAGER: (name and address)
Cumming Management Group, Inc.
3820 Faber Place Drive, Suite 600
N. Charleston, SC 29405

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO No. 184 - Bus Loop Additions: $46,518.00
PCO No. 185 - Condensate Pumps Change: $106,087.00
PCO No. 186 - Credit to Owner for David Allen/Latcrete: $<45,000.00>

TOTAL CHANGE ORDER AMOUNT: $107,605.00

The original Guaranteed Maximum Price was
Net change by previously authorized Change Orders
The Guaranteed Maximum Price prior to this Change Order was
The Guaranteed Maximum Price will be increased by this Change Order in the amount of
The new Guaranteed Maximum Price including this Change Order will be

The original Project Completion Date was
The Contract Time will be unchanged by Zero (0) days.
The Contractor's Work shall be substantially complete on August 31, 2021.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.

Moody Noland, Inc.
ARCHITECT (Firm name)

Signature
Julie Cook and
PRINTED NAME AND TITLE
July 27, 2022
DATE:

Cumming Management Group, Inc.
CONSTRUCTION MANAGER (Firm name)

Signature
Rick W. Holt, Vice President
PRINTED NAME AND TITLE
DATE:

Turner Construction Company
CONTRACTOR (Firm name)

City of Charleston
OWNER (Firm name)
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Overhead and Profit ( Taken of Direct work cost )</td>
<td>$1,464.24</td>
<td>32.5%</td>
</tr>
<tr>
<td>2</td>
<td>Proceeds</td>
<td>$192.25</td>
<td>0.45600%</td>
</tr>
<tr>
<td>3</td>
<td>Performance and Payment Bond</td>
<td>$312.14</td>
<td>0.0732</td>
</tr>
<tr>
<td>4</td>
<td>Builders Risk</td>
<td>$993.94</td>
<td>0.44</td>
</tr>
<tr>
<td>5</td>
<td>Subcontract</td>
<td>$1,533.35</td>
<td>0.012</td>
</tr>
<tr>
<td>6</td>
<td>CCP</td>
<td>$1,969.42</td>
<td>2.05%</td>
</tr>
</tbody>
</table>

**Subtotal:** $4,227.99

**Estimate Total:** $4,675.18

---

**Cor No.:** 184

---

**General Summary of the Estimate**

International African American Museum
<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category Electric Credit</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Removal of Light Pole</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Electrical Fixtures</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Concrete Slabs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Concrete Scope per marked drawing</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DIRECT WORK SUBTOTAL**

184

**COR NO.**

International African American Museum
**Change Order Proposal Review Form**

**To:** Edmund V. Most  
**From:** Mike Risteski  
**Date:** 6/3/2022  
**Contractor:** Turner Construction Company  
**Project:** CP 1425 International African American Museum  
**Project No.:** CP 1425  
**Proposal No.:** Change Order Request No. 184  
**Contract:** Construction

<table>
<thead>
<tr>
<th>Description of work to be performed:</th>
<th>Bus Loop Additional Items</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>This change is associated with the labor and material of the bus loop repairs.</td>
<td>A - Customer Requested Change</td>
<td></td>
</tr>
<tr>
<td>The scope of the bus loop consists of repairs to the asphalt and curbs along Concord St</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs and access to the parking area used by Turner &amp; IAAM during construction.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Justification: | A - Customer Requested Change |  |

<table>
<thead>
<tr>
<th>Attachments:</th>
<th>J&amp;A from Project Manager</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Independent Cost Estimate</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pre-Negotiation Position (PHP)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cost Estimate (Expected to Exceed $10,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Change Proposal Request from CMR with Detailed Backup</td>
<td></td>
</tr>
</tbody>
</table>

| Proposal Cost (not to exceed): | $46,518.00 | Owner Contingency | Allow. Bal. |  |
| Time Extension Requested: |  | Time Extension Recommended: |  |  |

| Special Circumstances: |  |  |
| Consequence of Rejection: |  |  |

| Comments by Supervisor: |  |  |

<table>
<thead>
<tr>
<th>Approved:</th>
<th>Rick Holt, Cumming Corp.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(NO) (YES)</td>
<td>(Circle One)</td>
<td></td>
</tr>
</tbody>
</table>

| Decision needed by: | June 3, 2022 |  |
| (NO) (YES) | Mike Risteski, Cumming Management Group. |  |
| (Circle One) |  |  |

| (NO) (YES) | Robert Faust, Cumming Corp. |  |
| (Circle One) |  |  |

| (NO) (YES) | Edmund V. Most, City of Charleston |  |
| (Circle One) |  |  |

| (NO) (YES) | Bernard Costantino, Moody Nolan |  |
| (Circle One) |  |  |
Date Submitted: May 6, 2022

To: Edmund Most
City of Charleston

Re: International African American Museum

Bus Loop Scope Changes Per Walk with the City

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>To Additional scope to the Bus Loop scope. See Attached drawing for reference.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reason:</th>
<th>Code / Regulatory</th>
<th>Unforeseen Condition</th>
<th>Design Issue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Directive</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pricing:</th>
<th>ROM Estimate for Entire PCO</th>
<th>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</th>
<th>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROM Estimate of GR's &amp; Insurances</td>
<td></td>
<td>Work Authorization is Requested By:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Time Impact:</th>
<th>Work Has Commenced 8/or is Ongoing</th>
<th>Work has been Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evaluating Potential for Time Impact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Evaluated - NO TIME IMPACT</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted By: Walter Lewis, Project Engineer
Contractor: TURNER BROWNSTONE
05/06/2022
$46,518

Requested Action:
Authorized to Proceed While Pricing
Price Only
Do Not Proceed or Price

Authorized Action:
Authorized to Proceed While Pricing
Price Only
Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING

Approved By: Owner: City of Charleston

$46,518
To: Edmund V. Most  
From: Mike Risteski  
Date: 6/3/2022  
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. 185  
Contract: Construction

---

**Description of work to be performed:** Condensate Pumps Replacement

This change is associated with the labor and material of installing new condensate pumps on the second floor at each VAV unit. The original design had changed from a gravity draining system for the steam condensate to a condensate pump due to the above ceiling coordination. The condensate pumps approved and installed were not able to keep the hot water and steam gas contained. This resulted in a lot of condensation in the plenum space. In order for the HVAC system to be able to keep the required humidity levels throughout the building, it was determined that the condensate pumps have to be working and new condensate pumps (rated for steam) to be installed.

---

**Justification:** C - Errors and Omissions

---

**Attachments:** J&A from Project Manager  
Independent Cost Estimate  
Pre-Negotiation Position (PNP)

---

**Proposal Cost (not to exceed):** $106,087.00  
Owner Contingency Allow. Bal.

---

**Time Extension Requested:**  
Time Extension Recommended:

---

**Special Circumstances:**

---

**Consequence of Rejection:**

---

**Comments by Supervisor:**

---

---

**Approved:**

Rick Holl, Cumming Corp.  
Robert Faust, Cumming Corp.  
Edmund V. Most, City of Charleston  
Bernard Costantino, Moody Nolan

---

**Decision needed by:** June 3, 2022

---

Mike Risteski, Cumming Management Group.
**Date Submitted:** April 26, 2022

**To:** Edmund Most  
City of Charleston

**Re:** International African American Museum  
Steam Condensate Pump Switch

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

| Work Description: | To Switch out the existing condensate pumps and install new one as designed by ARUP per approved submittal. The plan is to change out all of the pumps in the building coordinating with the IAAM trades onsite. It is all to be done in one mobilization by zones. |

|---|---|---|---|---|

<table>
<thead>
<tr>
<th>Pricing:</th>
<th>ROM Estimate of GR's &amp; Insurances</th>
<th>ROM Estimate for Entire PCO</th>
<th>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Time Impact:</th>
<th>Evaluating Potential for Time Impact</th>
<th>Evaluated - NO TIME IMPACT</th>
<th>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Work has been Completed</th>
<th>Work Has Commenced &amp;/or is Ongoing</th>
<th>Work Authorization is Requested By:</th>
</tr>
</thead>
</table>

**Submitted By:**  
Walter Lewis, Project Engineer  
04/26/2022  
$106,087

**Contractor:** TURNER BROWNSTONE  
04/26/2022  
$106,087  
Amount Requested

**Requested Action:**  
Authorized to Proceed While Pricing  
| Price Only | Do Not Proceed or Price |

**Authorized Action:**  
Authorized to Proceed While Pricing  
| Price Only | Do Not Proceed or Price |

**Reviewed By:**  
Program Manager: CUMMING  
Dated

**Approved By:**  
Owner: City of Charleston  
Dated  
$106,087  
Amount Approved
### Estimate Total

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
<th>%</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$1,064,087</td>
<td></td>
<td>TOTAL</td>
</tr>
<tr>
<td></td>
<td>$333,929</td>
<td>3.25%</td>
<td>Overhead and Profit (taken of Direct Work cost)</td>
</tr>
<tr>
<td></td>
<td>$439.00</td>
<td>0.045%</td>
<td>Procure</td>
</tr>
<tr>
<td></td>
<td>$744.14</td>
<td>0.073%</td>
<td>Performance and Payment Bond</td>
</tr>
<tr>
<td></td>
<td>$819.50</td>
<td>0.084%</td>
<td>Builders Risk</td>
</tr>
<tr>
<td></td>
<td>$470.72</td>
<td>0.042%</td>
<td>Subrogated</td>
</tr>
<tr>
<td></td>
<td>$2,432.00</td>
<td>0.250%</td>
<td>CCP</td>
</tr>
<tr>
<td></td>
<td>$97,560</td>
<td></td>
<td>SUBTOTAL</td>
</tr>
</tbody>
</table>

### Subtotal Trade Directs

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>TRADE DIRECTS</td>
<td>$97,560</td>
</tr>
<tr>
<td>CONDITIONS (GC)</td>
<td></td>
</tr>
<tr>
<td>MATERIAL(S) &amp; EQUIPMENT</td>
<td></td>
</tr>
<tr>
<td>CONDITIONS (GC)</td>
<td></td>
</tr>
<tr>
<td>SELF PERFORMED LABOR</td>
<td></td>
</tr>
<tr>
<td>GENERAL REQUIREMENTS (GC)</td>
<td></td>
</tr>
<tr>
<td>GENERAL REQUIREMENTS (GC)</td>
<td></td>
</tr>
</tbody>
</table>

**General Summary of the Estimate**

International African American Museum

**Turner**
For each 50 Pumps

**DIRECT WORK TOTAL**

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dump Truck</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Protection and Clean up</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cond 2 Pump Cost</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cabinet Replacement - With New Cabinet</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Callout The Removal</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hotel</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisors Time (Week)</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical - Change All Current Pigs To Direct Wired With Switch</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Scope of Work</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DETAILED ESTIMATE OF DIRECT COSTS**

COR No.: 185

International African American Museum
April 22, 2022

Turner Construction
International African American Museum
Attn: Walter Lewis

Re: IAAM- Condensate Pump Removal

Dear Mr. Walter Lewis,

On behalf of Mr. Burch and Superior Mechanical Systems, Inc., we propose the removal of five (5) existing condensate pumps and replace them with new A3X/A5X commercial condensate removal pumps for the sum of $11,690.00. Pricing includes:

- Five (5) condensate pumps, 3/8"0.0 copper tubing
- Five (5) new drain pans to fit new pumps
- High temp hose piping
- All miscellaneous items needed to complete install and travel expenses

If twenty (20) pumps are needed, the pricing will be $46,760.00

Please note that pricing does not include removal and replacement of ceiling tiles nor electrical relocation.

Should additional information be required, please advise.

Regards,

[Signature]
Chanee M. Martin
Executive Assistant
To: Edmund V. Most  
From: Mike Risteski  
Date: 6/3/2022  
Contractor: Turner Construction Company  

Project: CP 1425 International African American Museum  
Project No.: CP 1425  
Proposal No.: Change Order Request No. 186  
Contract: Construction  

Description of work to be performed: David Allen/ Laticrete Credit  
This change is associated with the credit for the grout materials used in the installation of all the granite  
at the main entrance of the museum. The installation company and the grout manufacturer decided to credit back  
and donate the monetary equivalent to the expense for this material.  

Installer - David Allen Company  
Manufacturer: Laticrete  

Justification: F - Unforeseen Conditions  

Attachments: J&A from Project Manager  
Independent Cost Estimate  
Pre-Negotiation Position (PNP)  

Proposal Cost (not to exceed): $45,000.00  
Owner Contingency Allow. Bal.  
Time Extension Requested: Time Extension Recommended:  

Special Circumstances:  
Consequence of Rejection:  
Comments by Supervisor:  

Approved:  
Rick Holt, Cumming Corp.  
Robert Faust, Cumming Corp.  
Edmund V. Most, City of Charleston  
Bernard Costantino, Moody Nolan  

Decision needed by: June 3, 2022
COR #: 186

TURNER BROWNSTONE
14 Wharfside Street
Charleston, SC

Re: International African American Museum

David Allen Credit

Date Submitted: May 6, 2022

To: Edmund Most
City of Charleston

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>To Provide a Credit to the IAAM for Materials used on Project.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Reason:</th>
<th>Owner Directive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing:</td>
<td>ROM Estimate of GR's &amp; Insurances</td>
</tr>
<tr>
<td>Time Impact:</td>
<td>Evaluating Potential for Time Impact</td>
</tr>
<tr>
<td></td>
<td>Evaluated - NO TIME IMPACT</td>
</tr>
<tr>
<td></td>
<td>Work has been Completed</td>
</tr>
<tr>
<td></td>
<td>Work Has Commenced 8/or is Ongoing</td>
</tr>
</tbody>
</table>

Submitted By: [Signature]
Walter Lewis Project Engineer
Dated 05/06/2022

Contractor: TURNER BROWNSTONE

Amount Requested $ (45,000)

Requested Action: Authorized to Proceed While Pricing

Authorized Action: Authorized to Proceed While Pricing

Reviewed By: [Signature]
Program Manager: CUMMING
Dated

Approved By: [Signature]
Owner: City of Charleston
Dated

Amount Approved $ (45,000)
<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Overhead and Profit (Taken of Direct Work Cost)</td>
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<td>3.25%</td>
<td>@</td>
</tr>
<tr>
<td>Procure</td>
<td>0.0000</td>
<td>0.45%</td>
<td>@</td>
</tr>
<tr>
<td>Performance and Payment Bond</td>
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<td>Builders Risk</td>
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<td>0.49%</td>
<td>@</td>
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<tr>
<td>Subguard</td>
<td>0.0000</td>
<td>0.012</td>
<td>@</td>
</tr>
<tr>
<td>CIP</td>
<td>0.0000</td>
<td>2.50%</td>
<td>@</td>
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**Subtotal**

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<tr>
<td>SUBTOTAL TRADE DIRECTS (S$45,000.00)</td>
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</tr>
<tr>
<td>TRADE DIRECTS</td>
<td></td>
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<tr>
<td>CONDITIONS (C.G.S.)</td>
<td>43</td>
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<tr>
<td>GENERAL REQUIREMENTS (G.R.S.) A GENERAL CONDITIONS (C.G.S.)</td>
<td>44</td>
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<tr>
<td>SELF-PERFORMED LABOR</td>
<td>45</td>
</tr>
<tr>
<td>Description of Work</td>
<td></td>
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</tbody>
</table>

**General Summary of the Estimate**

International African American Museum

Turner
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most

DEPT. Parks – Capital Projects

SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM GMP CHANGE ORDER #19 - TURNER CONSTRUCTION COMPANY

REQUEST: Approval of Change Order #19 with Turner Construction Company in the amount of $40,320.00 for modifications to the fountain equipment to reduce maintenance costs and additional plant material in the landscape.

Funding for this will come from the IAAM.

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 2022

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td>Amy Wharam</td>
<td></td>
</tr>
<tr>
<td>Capital Projects Director</td>
<td></td>
<td></td>
<td>Brandon Thomas</td>
<td></td>
</tr>
<tr>
<td>MBE Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051405-56240

Balance in Account $40,320.00 Amount needed for this item $40,320.00 Project Number CP1425

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharam

FISCAL IMPACT: Approval of Change Order #19 will increase the GMP contract by $40,320.00 (from $62,192,421.00 to $62,232,741.00). Funding sources for this project are: Accommodations Tax ($13,200,000.00), Charleston County Accommodations Tax ($12,500,000.00), State Funding ($14,000,000.00), and IAAM Contribution: $5,000,000.00.

Mayor's Signature: John J. Tecklenburg, Mayor

QBINA TN OFFICE PLEASE NOTE: A FULLY STAFF FED/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.
**Change Order**, Construction Manager as Adviser Edition

**PROJECT:** (name and address)  
International African American Museum  
14 Wharfside Street  
Charleston, SC 29403

**OWNER:** (name and address)  
City of Charleston  
823 Meeting Street  
Charleston, SC 29403

**CONTRACTOR:** (name and address)  
Turner Construction Company  
4601 Park Road, Suite 601  
Charlotte, NC 28209

**ARCHITECT:** (name and address)  
Moody Noland, Inc.  
300 Spruce Street, Suite 300  
Columbus, OH 43215

**CONSTRUCTION MANAGER:** (name and address)  
Cumming Management Group, Inc.  
3820 Faber Place Drive, Suite 600  
N. Charleston, SC 29405

**CHANGE ORDER INFORMATION:**  
Change Order Number: 019  
Date: July 21, 2022

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

PCO No. 187 - Fountain Changes and Maritime Center Plantings: $40,320.00

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original Guaranteed Maximum Price was</td>
<td>$58,457,323.00</td>
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<tr>
<td>Net change by previously authorized Change Orders</td>
<td>$3,735,098.00</td>
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<tr>
<td>The Guaranteed Maximum Price prior to this Change Order was</td>
<td>$62,192,421.00</td>
</tr>
<tr>
<td>The Guaranteed Maximum Price will be increased by this Change Order in the amount of</td>
<td>$40,320.00</td>
</tr>
<tr>
<td>The new Guaranteed Maximum Price including this Change Order will be</td>
<td>$62,232,741.00</td>
</tr>
</tbody>
</table>

The Contract Time will be unchanged by Zero (0) days.  
The Contractor’s Work shall be substantially complete on August 31, 2021.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONSTRUCTION MANAGER, CONTRACTOR, AND OWNER.**

Moody Noland, Inc.

**ARCHITECT** (Firm name)  

**SIGNATURE**  

Rick W. Holt, Vice President  

**PRINTED NAME AND TITLE**  

**DATE:** July 27, 2022

Turner Construction Company

**CONTRACTOR** (Firm name)  

**SIGNATURE**  

Mark Dent, Vice President and General Manager  

**PRINTED NAME AND TITLE**  

**DATE:** July 25, 2022

Cumming Management Group, Inc.

**CONSTRUCTION MANAGER** (Firm name)  

**SIGNATURE**  

Rick W. Holt, Vice President  

**PRINTED NAME AND TITLE**  

**DATE:**

City of Charleston

**OWNER** (Firm name)  

**SIGNATURE**  

Mayor John J. Tecklenburg, Mayor - City of Charleston  

**PRINTED NAME AND TITLE**  

**DATE:**
Cumming
Change Order Proposal Review Form

To: Edmund V. Most
From: Robert Faust
Date: 7/21/2022
Contractor: Turner Construction Company

Project: CP 1425 International African American Museum
Project No.: CP 1425
Proposal No.: Change Order Request No. 167
Contract: Construction (ARCHITECT/ENGINEER/OTHER)

Description of work to be performed: Fountain Changes and Maritime Center Plantings
- Provide labor and material to complete the fountain change items noted during the punchlist walk. Furnish and install
- polycarpuses and mulch to finish between the wood walkway and Maritime Center.

Justification: A - Customer Requested Change
- Code/Regulatory Agency Required Change
- Errors and Omissions
- Replacing Unsuitable Soils
- Soils Related Change Other
- Unforeseen Conditions
- Time Related Change
- Liquidated Damages
- Value Engineering Change
- Exercising Pre-Priced Option (Allowance)
- Accounting Error

[Indicate Reason for Change Proposal]

Attachments: JSA from Project Manager
- Independent Cost Estimate
- Pre-Negotiation Position (PNP)

Cost Estimate (Expected to Exceed $10,000)
- Change Proposal Request from CMR with Detailed Backup

Proposal Cost (not to exceed): $40,320.00 Owner Contingency Allow. Bal.

Time Extension Requested: 0
Time Extension Recommended: 0

Special Circumstances:

Consequence of Rejection:

Comments by Supervisor:

Approved:

Decision needed by:

NO (YES) N/A
(Circle One)

Rick Holt, Cumming Mgmt. Group
Robert Faust, Cumming Mgmt. Group
Edmund V. Most, City of Charleston
Bernard Costantino, Moody Nolan
COR #: 187

TURNER BROWNSTONE
14 Wharfside Street
Charleston, SC

Re: International African American Museum
Fountain Changes and Maritime Center Plantings

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

<table>
<thead>
<tr>
<th>Work Description:</th>
<th>Provide the labor and material to complete fountain change items noted during the punchlist walk. Furnish and install potocarpuses and mulch to finish between the wood walkway and Maritime Center.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pricing:</td>
<td>ROM Estimate of Gl’s &amp; Insurances</td>
<td>ROM Estimate for Entire PCO</td>
<td>Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates</td>
<td></td>
</tr>
<tr>
<td>Time Impact:</td>
<td>X Evaluating Potential for Time Impact</td>
<td>Evaluated - NO TIME IMPACT</td>
<td>Calendar Days Requested (See attached FRAGNET/Schedule Impact Analysis)</td>
<td></td>
</tr>
<tr>
<td>Work has been Completed</td>
<td>Work Has Commenced &amp;/or is Ongoing</td>
<td>Work Authorization is Requested By:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Submitted By: Contractor: TURNER BROWNSTONE

Mark Dent Operations Manager

$40,320

Requested Action:
Authorized to Proceed While Pricing
Price Only
Do Not Proceed or Price

Authorized Action:
Authorized to Proceed While Pricing
Price Only
Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING

Dated

Approved By: Owner: City of Charleston

Edmund Most

$40,320

Amount Approved
### International African American Museum
#### General Summary of the Estimate

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>DETAIL ESTIMATE OF DIRECTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC'S)</td>
<td>$14,000</td>
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<tr>
<td>A2</td>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC'S)</td>
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<tr>
<td>A3</td>
<td>TRADE DIRECTS</td>
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</table>

**SUBTOTAL TRADE DIRECTS** $37,087

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Work</th>
<th>%</th>
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</thead>
<tbody>
<tr>
<td>A8</td>
<td>CCIP</td>
<td>2.50%</td>
<td>$927.18</td>
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<tr>
<td>A9</td>
<td>Subguard</td>
<td>0.012</td>
<td>$445.04</td>
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<tr>
<td>A14</td>
<td>Builders Risk</td>
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<td>$311.53</td>
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<td></td>
<td>Performance and Payment Bond</td>
<td>0.00732</td>
<td>$271.48</td>
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<tr>
<td>A11</td>
<td>Procore</td>
<td>0.04500%</td>
<td>$16.69</td>
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<tr>
<td>A15</td>
<td>Overhead and Profit</td>
<td>3.25%</td>
<td>$1,260.59</td>
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**ESTIMATE TOTAL** $40,320
<table>
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<tr>
<th>DIVISIONS OF WORK</th>
<th>RATE</th>
<th>UNIT</th>
<th>UNITS</th>
<th>SUBTOTAL</th>
<th>TOTAL</th>
<th>COMMENTS</th>
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<tbody>
<tr>
<td>GENERAL REQUIREMENTS (GR's) &amp; GENERAL CONDITIONS (GC's)</td>
<td>$7,000.00</td>
<td>Weeks</td>
<td>2</td>
<td>$14,000.00</td>
<td>$14,000</td>
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**TRADE DIRECTS**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>RATE</th>
<th>UNIT</th>
<th>UNITS</th>
<th>SUBTOTAL</th>
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</thead>
<tbody>
<tr>
<td>Additional Scope of Work</td>
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<td>LS</td>
<td>$7,405.00</td>
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<tr>
<td>The Greenery - Maritime Center Podocarpuses</td>
<td>$15,682.00</td>
<td>1</td>
<td>LS</td>
<td>$15,682.00</td>
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<td>Crystal Waterscapes - Fountain Changes</td>
<td>$0.00</td>
<td>1</td>
<td>LS</td>
<td>$0.00</td>
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</table>

**DIRECT WORK SUBTOTAL** | $23,087
International African American Museum  
Tucker Abbott  
4601 Park Road, Suite 601  
Charlotte, NC 28209

RE: CO - Extend Podocarpus at Maritime Building

Proposal Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Type</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Item Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>EXTEND PODOCARPS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plant Installation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Podocarpus - Installed</td>
<td>30 gal</td>
<td>19.00</td>
<td>$278.00</td>
<td>$5,282.00</td>
<td></td>
</tr>
<tr>
<td>Podocarpus - Installed</td>
<td>15 gal</td>
<td>7.00</td>
<td>$174.65</td>
<td>$1,222.55</td>
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<tr>
<td>Soil Amendments and Prep</td>
<td>Lump Sum</td>
<td>1.00</td>
<td>$520.00</td>
<td>$520.00</td>
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<td>Extend Drip Irrigation</td>
<td>Lump Sum</td>
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<td>$380.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,404.55</td>
</tr>
</tbody>
</table>

The Greenery, LLC agrees to guarantee all plants, which are covered by an automatic sprinkler system for one full year. Plants not covered by a sprinkler system are guaranteed to be healthy and properly planted at the time of installation. Guarantee shall not apply to plants the loss of which is due to abuse, vandalism, animal, fire, lightning, hail, vehicular damage, freeze or Acts of God. The Greenery, LLC does not guarantee the life of transplanted plants.

The Greenery, LLC is not responsible for damage to underground irrigation lines, pipes, wiring, invisible fencing, or lighting systems whose locations are not marked by homeowner or property manager prior to work beginning.

Prices quoted will be honored for 30 days from date of proposal.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. A signed copy of this proposal will be returned as my authorization to do the work as specified.

Signature ______________________ date ________________
April 29, 2022
revised on July 1, 2022

Turner Const. Co.
14 Wharfside St.
Charleston, SC 29401

Attn: Megan Peasrson

Project: JAAM
Charleston, SC

RE: Punch List Item change order

Dear Megan:

Please see below for cost to make changes to punch list items #1072, 1077, 1087, 1088, 1089. These new prices reflect our recent conversations.

These five (5) items are to be done in two trips. The second trip will be for the Mer-Made strainer installation due to the order/production lead time of 6 weeks after order is approved and released by Mer-Made.

**#1072:** Add Mer-Made strainers for each sand filter. Work requires:
- 2 - Mer-Made type FO strainers. 3" x 3"
  - Price for 2 strainers with freight, tax and Mer-Made surcharge of 3% $5,882.00
  - Current production lead time is 6 weeks ARO.

  1- Removal of existing pipe and valves feeding each sand filter
  1- Re-pipe in each MerMade strainer. $4,500.00 inclds mobilization

**THE ABOVE IS TO BE COMPLETED DURING THE SECOND TRIP:**

**#1077:** Move acid tank to NE corner on equipment pad. Work requires:
- 1- Removal of existing pipe and valves currently installed for acid tank.
- 1- Removal of chem feed pump suction hose
- 1- Re-pipe in acid tank at new location. Valves, unions, pipe as required.
- 1- New chem feed pump suction hose
- 1- Conduit to protect chem feed pump suction hose = $2,800.00

**#1087:** Move water level sensor to other access hatch location. = $1,000

This work was not originally accepted. However, IF THE TANK IS DRAINED FOR CLEANING WHILE WE ARE THERE DURING THE FIRST TRIP, THIS WORK CAN BE COMPLETED. IF A MAN HOIST IS REQUIRED, ADD $400.00

Lower unit of sensor is fastened to the surge tank wall. All water will need to be removed to have
access to the lower unit. Sensor unit can be then moved to new location. No location was mentioned on drawings. TO RAISE UPPER UNIT ONLY, NO CHARGE.

# 1088: Pump guide rail material to be SS. Not mentioned on drawings. A new 2" Schd 40 SS guide pipe can be installed. I don't believe the water needs to be drained from surge tank for new rail installation. Pump should rest on pump base, new guide pipe to slide through pump bracket, into pump base socket and upper bracket is adjustable.

$1,000.00 includes cost of 2" Schd 40 SS pipe of $700.00

NOTE: I spoke with the pump supplier Pete Duty Assoc. They mentioned that the weight of the pump will need to be off of the pump base (pump does not need to be removed from tank) in order to install the new guide rail pipe. They also mentioned that if the City does not have a method or hoist to remove the pump for service needs then a socket for a hoist system should be installed for future pump service needs. This will need to be coordinated with the City to obtain the proper hoist socket.

#1089: Valve drain system. Nothing on drawing. A hole can be drilled through concrete. Location to be determined. = $100.00

Change order for first trip, Item #1077 & 1088: $2,800 + $1,000 + $100 = $3,900.00
Item #1087 adder if accepted: $1,000 + $400 = $1,400.00

Change order for second trip, Item #1072. $10,382.00

Thank you,
Burke Wasserman
Crystal Waterscapes

$5,300 + $10,382 = $15,682
Date Submitted: July 15, 2022

To: Edmund Most
City of Charleston

Re: International African American Muesum
Fountain Changes and Maritime Center Plantings

Please find attached our Proposed Change Order (PCO) for the above described Work. We are submitting for your review and approval of the changed condition(s) as outlined herein. All work shall be performed under our current contract terms and as outlined below:

Provide the labor and material to complete fountain change items noted during the punchlist walk. Furnish and install potocarpuses and mulch to finish between the wood walkway and Maritime Center.

Reason:

- [X] Owner Directive
- [ ] Code / Regulatory
- [ ] Unforeseen Condition
- [ ] Design Issue

Pricing:

- [ ] ROM Estimate of GR's & Insurances
- [ ] ROM Estimate for Entire PCO
- [ ] Lump Sum or Firm Fixed Unit Pricing for Trade Contractors - See Detailed Estimates

Time Impact:

- [X] Evaluating Potential for Time Impact
- [ ] Evaluated - NO TIME IMPACT
- [ ] Work Has Comenced &/or is Ongoing

- [ ] Work Authorization is Requested By:

Submitted By: Contractor: TURNER BROWNSTONE

Mark Dent Operations Manager
Dated
$40,320

Requested Action:

- [ ] Authorized to Proceed While Pricing
- [ ] Price Only
- [ ] Do Not Proceed or Price

Authorized Action:

- [ ] Authorized to Proceed While Pricing
- [ ] Price Only
- [ ] Do Not Proceed or Price

Reviewed By: Program Manager: CUMMING

Dated

Approved By: Owner: City of Charleston

Edmund Most
Dated
$40,320

Amount Approved
<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimate Total</td>
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<tr>
<td>3.25%</td>
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<tr>
<td>0.4%</td>
<td></td>
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<tr>
<td>2.50%</td>
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</tr>
<tr>
<td>Subtotal</td>
<td>$37,087</td>
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</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade Directs</td>
<td>$23,087.00</td>
</tr>
<tr>
<td>Conditions (GCS) Material/Equipment</td>
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</tr>
<tr>
<td>General Requirements (GCR) &amp; General</td>
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<tr>
<td>Self-Performed Labor</td>
<td>$4,000</td>
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<tr>
<td>General Requirements (GCR) &amp; General</td>
<td></td>
</tr>
<tr>
<td>Description of Work</td>
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</tr>
</tbody>
</table>

**COR No.:** 187

**General Summary of the Estimate**

**International African American Museum**
### DIRECT WORK SUBTOTAL

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
<th>Units</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>cylinder, trenches - foundation changes</td>
<td>$1,968.00</td>
<td>1</td>
<td>$1,968.00</td>
</tr>
<tr>
<td>The Greenery - Maintain Foundation</td>
<td>$7,060.00</td>
<td>1</td>
<td>$7,060.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$23,957.00</strong></td>
<td><strong>1</strong></td>
<td><strong>$23,957.00</strong></td>
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</tbody>
</table>

### TRADE DIRECTS

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<tr>
<th>Description</th>
<th>Rate</th>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>2</strong></td>
<td><strong>$29,600.00</strong></td>
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---

**Cor No.**: 187

**Turner**

International African American Museum
International African American Museum  
Tucker Abbott  
4601 Park Road, Suite 601  
Charlotte, NC 28209

RE: CO - Extend Podocarpus at Maritime Building

Proposal Summary:

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Type</th>
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<th>Unit Price</th>
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<td>$5,282.00</td>
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</tr>
<tr>
<td>Podocarpus - Installed</td>
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<td>$174.65</td>
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<td>Soil Amendments and Prep</td>
<td>Lump Sum</td>
<td>1.00</td>
<td>$520.00</td>
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<tr>
<td>Extend Drip Irrigation</td>
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<td>1.00</td>
<td>$380.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$7,404.55</td>
</tr>
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</table>

The Greenery, LLC agrees to guarantee all plants, which are covered by an automatic sprinkler system for one full year. Plants not covered by a sprinkler system are guaranteed to be healthy and properly planted at the time of installation. Guarantee shall not apply to plants the loss of which is due to abuse, vandalism, animal, fire, lightning, hail, vehicular damage, freeze or Acts of God. The Greenery, LLC does not guarantee the life of transplanted plants.

The Greenery, LLC is not responsible for damage to underground irrigation lines, pipes, wiring, invisible fencing, or lighting systems whose locations are not marked by homeowner or property manager prior to work beginning.

Prices quoted will be honored for 30 days from date of proposal.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. A signed copy of this proposal will be returned as my authorization to do the work as specified.

Signature _________________________ Date ________________

<table>
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April 29, 2022
revised on July 1, 2022

Turner Const. Co.
14 Wharfside St.
Charleston, SC  29401

Attn: Megan Pearson

Project: IAAM
Charleston, SC

RE: Punch List Item change order

Dear Megan:

Please see below for cost to make changes to punch list items #1072, 1077, 1087, 1088, 1089. These new prices reflect our recent conversations.

These five (5) items are to be done in two trips. The second trip will be for the Mer-Made strainer installation due to the order/production lead time of 6 weeks after order is approved and released by Mer-Made.

#1072: Add Mer-Made strainers for each sand filter. Work requires:
- 2- MerMade type FO strainers. 3” x 3”
  Price for 2 strainers with freight, tax and Mer-Made surcharge of 3% $5,882.00
  Current production lead time is 6 weeks ARO.

  1. Removal of existing pipe and valves feeding each sand filter
  1. Re-pipe in each MerMade strainer.

$4,500.00 inclds mobilization

THE ABOVE IS TO BE COMPLETED DURING THE SECOND TRIP.

#1077: Move acid tank to NE corner on equipment pad. Work requires:
- 1- Removal of existing pipe and valves currently installed for acid tank.
- 1- Removal of chem feed pump suction hose
- 1- Re-pipe in acid tank at new location. Valves, unions, pipe as required.
- 1- New chem feed pump suction hose
- 1- Conduit to protect chem feed pump suction hose

= $2,800.00

#1087: Move water level sensor to other access hatch location.

This work was not originally accepted. However, IF THE TANK IS DRAINED FOR CLEANING WHILE WE ARE THERE DURING THE FIRST TRIP, THIS WORK CAN BE COMPLETED. IF A MAN HOIST IS REQUIRED, ADD $400.00

Lower unit of sensor is fastened to the surge tank wall. All water will need to be removed to have
access to the lower unit. Sensor unit can be then moved to new location. No location was mentioned on drawings. TO RAISE UPPER UNIT ONLY, NO CHARGE.

# 1088: Pump guide rail material to be SS. Not mentioned on drawings. A new 2” Schd 40 SS guide pipe can be installed. I don’t believe the water needs to be drained from surge tank for new rail installation. Pump should rest on pump base, new guide pipe to slide through pump bracket, into pump base socket and upper bracket is adjustable.

$1,000.00 includes cost of 2” Schd 40 SS pipe of $700.00

NOTE: I spoke with the pump supplier Pete Duty Assoc. They mentioned that the weight of the pump will need to be off of the pump base (pump does not need to be removed from tank) in order to install the new guide rail pipe. They also mentioned that if the City does not have a method or hoist to remove the pump for service needs then a socket for a hoist system should be installed for future pump service needs. This will need to be coordinated with the City to obtain the proper hoist socket.

#1089: Valve drain system. Nothing on drawing. A hole can be drilled through concrete. Location to be determined. = $100.00

Change order for first trip, Item #1077 & 1088: $2,800 + $1,000 + $100 = $3,900.00
Item #1087 adder if accepted: $ 1,000 + $400 = $1,400.00

Change order for second trip, Item #1072. $ 10,382.00

Thank you,
Burke Wasserman
Crystal Waterscapes

$5,300 + $10,382 = $15,682
TO: John J. Tecklenburg, Mayor  
FROM: Laurie C. Yarbrough  
DEPT. Recreation 
SUBJECT: WINGS MOA 
REQUEST: Approve the Memorandum of Agreement between the City of Charleston and WINGS for Kids to allow WINGS to manage an afterschool program for community children at the Arthur W. Christopher Community Center during the school year from 2:30-6pm.

COMMITTEE OF COUNCIL: ______________________  
DATE: August 8, 2022  

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

Corporate Counsel  
Cap. Proj. Cmte. Chair  
Recreation Director  
BFRC  
Signature of Individual Contacted

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 N/A

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

NEED: Identify any critical time constraint(s).

CFO's Signature: ____________________________  

FISCAL IMPACT: ________________________________

Mayor's Signature: ____________________________
MEMORANDUM OF AGREEMENT

BETWEEN WINGS FOR KIDS AND THE CITY OF CHARLESTON DEPARTMENT OF RECREATION

This Memorandum of Agreement ("MOA") is entered into this 5th day of August 2022 and between the City of Charleston South Carolina (the "City") and WINGS FOR KIDS, a non-profit organization ("WINGS") operating in Charleston, South Carolina.

PURPOSE: Whereas the City of Charleston Department of Recreation is charged with providing recreation facilities and services to the community and has the trained staff and community centers to provide recreation opportunities in the community; and

Whereas, WINGS is an organization whose goal is to educate, mentor and build stronger skills in children and youth in Title 1 schools and underserved communities through afterschool programming and partnerships; and

Whereas, the City and WINGS seek to enter into a partnership whereby WINGS and its staff and volunteers will deliver a comprehensive afterschool program that will recruit and identify participants (which will include children in the surrounding community of the AWCCC) provide trained staff, and build a daily program of activities to enrich the lives of the children; and

Whereas, the relationship between the City and WINGS will help to provide an enrichment program to underserved children at no cost to the families; and

Whereas, the City and WINGS believe that this partnership will result in a positive enrichment afterschool program for school age children using a city owned recreation facility.

Therefore, based on the above recitations, the Parties agree as follows:

I. FINANCIAL OBLIGATIONS:
The City shall provide in-kind use of the Arthur W. Christopher Community Center. No fee will be assessed to WINGS for the use of any space owned by the City or other ancillary materials/supplies, as described below for the duration of this MOA.

II. RESPONSIBILITIES OF PARTIES:
A. Responsibilities of WINGS. Under the terms of this MOA, WINGS shall be responsible for the following activities:
1. Work with the City of Charleston’s Department of Recreation to schedule daily afterschool programs at the Arthur W. Christopher Community Center located at 265 Fishburne Street in downtown Charleston.
2. Submit a daily schedule to the Department of Recreation for approval that outlines the programs, building spaces, and facility rooms that will be utilized. The first day of the program will be August 29, 2022, and the last day will be May 19, 2023.
3. WINGS will be responsible for all staff, supplies, and materials necessary for the program outside of the normal sports and crafts materials that the city has on hand.
4. WINGS will be responsible for all costs associated with the delivery of its comprehensive afterschool program.
5. Provide a contact person for coordination and concerns related to activities and obligations of WINGS arising from the MOA.

6. Provide aggregate, non-identifiable data metrics to the City of Charleston Department of Recreation pertaining to participant performance and emotional wellbeing on a mid year and end of the year basis. At a minimum, WINGS will provide participant data pertaining to
   • program enrollment,
   • program attendance,
   • demographics,
   • social-emotional assessment data,
   • stakeholder surveys

B. Responsibilities of the City. Under the terms of this MOA, The City shall be responsible for the following activities:

1. Provide support in the form of the use of Arthur W. Christopher Community Center to assist WINGS in its mission of providing afterschool enrichment programs. Marketing materials will be reviewed by both parties and logos shared when deemed appropriate.

2. Provide WINGS with agreed upon space at Arthur W. Christopher Community Center to house the afterschool programs. These spaces are defined as ½ of the gymnasium, use of the multi-purpose rooms, the computer lab, and the childcare room for storage, office, and small group space. WINGS will have full access to the common areas of the facility including the lobby, hall, restrooms, and kitchen storage for snacks.

3. Provide a key for the small child care room for WINGS storage, provide internet access, and provide use of the outside space and recreation equipment associated with the facility.

4. Provide the use of any city owned equipment and supplies within Arthur W. Christopher Community Center as needed to manage the afterschool programs.

5. Provide Arthur W. Christopher Community Center in proper working order each day for the program. This will include all cleaning and janitorial functions at AWCCC as well as maintenance. WINGS will have access of the AWCCC weekdays, except for city holidays, from 2:30-5:30pm. The city will provide a list of approved holidays in which the facility will be closed.

6. Provide a contact person in the City’s Department of Recreation for coordination and concerns related to the activities and obligations of the city arising from this MOA.

III. TERMS AND CONDITIONS:

A. Effective Dates.

This MOA shall be effective 8/1/2022 or when all parties have signed, whichever is later, and will terminate on 8/1/2023. This agreement may be renewed annually up to five (5) years with the approval of both parties.

B. Compensation.

The City will provide the use of Arthur W. Christopher Community Center at no charge to WINGS.

C. Termination.
1. For Convenience: This MOA may be terminated by either party by giving written notice at least 30 days prior to the effective date of such termination. No costs shall be allowed for a termination of convenience. No damages shall be allowed for a termination of convenience.

2. For Default: If either party fails to comply with the terms of the MOA, the terminating party shall notify the other party in writing with the specifics regarding such noncompliance. If the noncompliant party fails to cure the noncompliance within fifteen (15) days of the notice, the terminating party shall terminate this MOA by written notice to the noncompliant party within thirty (30) days thereafter. The noncompliant party shall not be entitled to any costs or damages resulting from termination under this section.

D. Amendment.

This document contains the entire agreement between the parties hereto and all previous negotiations leading thereto. Any changes to this MOA, which are mutually agreed upon between WINGS and The City, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by all parties.

E. Liability and Indemnification.

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this MOA. It is specifically acknowledged, however, that for personal injury or property damage against either party that arises, or alleged to have arisen, as a result of the physical condition of the Facility, such claims shall be the responsibility of WINGS, unless such claim is the result of a negligent act or omission of the City using the Facility when the claim arose.

The City agrees to maintain coverage to the limits of liability as set forth in the South Carolina Tort Claims Act (S.C. Code Ann. § 15-78-40 et seq., as amended). WINGS agrees to maintain general liability insurance in the amount of $1 million per occurrence and $2 million aggregate, which shall be maintained as long as this MOA remains in effect, and which shall name the City of Charleston as additional insured. Upon request, WINGS shall furnish a certificate evidencing such insurance policy and such policy shall not be canceled without notice to the City, such notice being provided to the City within five (5) days after receipt of such notice of such cancellation by WINGS from the insurance company.

WINGS further agrees to indemnify the City from any and all liability, damages, expenses, causes of action, suits, claims or judgments arising from injury to person or property ("claims") caused by the intentional misconduct or negligent conduct of WINGS, its agents, employees, contractors, or subcontractors in the performance of its obligation under this Agreement. WINGS will at its own expense, defend any and all suits which may be brought against the City, either alone or in conjunction with others, upon any such claim(s). Such claims are to include defense, settlement, court costs and reasonable attorney's fees incurred by the City and its employees. This obligation will survive the termination of this Agreement.

F. Non-Discrimination.
No person shall be excluded from participation in, be denied the benefits of, or be subjected to
discrimination in relation to any activities carried out under this MOA on the grounds of race, handicap,
color, sex, religion, age, health status or national origin.

G. Evaluation of MOA.

Appropriate staff of the City and WINGS will meet biannually to evaluate this MOA based on the
responsibilities for each party listed under section II, Scope of Services, of this Agreement.

H. Governing Law.

This MOA shall be construed and enforced in accordance with the laws of the State of South Carolina.
All disputes, claims or controversies relating to the agreement shall be litigated only in a Circuit Court for
the Ninth Judicial Circuit sitting in Charleston, South Carolina.

I. Notice.

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

To City: To BAM:

John J. Tecklenburg, Mayor
City of Charleston
80 Broad Street
Charleston, SC 29401

With copies to:
Legal Department
City of Charleston
50 Broad Street
Charleston, SC 29401

Charleston’s Recreation Department
Laurie C. Yarbrough
823 Meeting Street
Charleston, SC 29403

J. Force Majeure.

If the performance of this Agreement is subject to any circumstances making it illegal or impossible to
perform, including Acts of God, pandemic, war, government regulations, disaster, strikes, civil disorder
or curtailment of transportation facilities this Agreement is automatically terminated.

K. Legal Status.
This MOA does not constitute or give rise to a legal partnership or joint venture between WINGS and the City. Each party shall operate under the terms of the MOA as an independent entity and not as a legal agent or legal representative of the other and shall not make any representation to the public that it is such a legal representative of the other. Neither WINGS nor the City may create any obligations or responsibilities, express or implied, on behalf of or in the name of the other.

L. Waiver of Contractual Rights.

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

M. Severability.

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

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed and delivered by the duly authorized officers of the parties hereto.

Wings for kids, INC
BY: ________________________________
   Jolie Logan
   Chief Operating Officer
DATE: 8/5/22

WITNESSES

Cheryl Hollis
Chief Program Officer

AS TO THE CITY OF CHARLESTON

BY: ________________________________
   John J. Tecklenburg
   Mayor
DATE: ________________________________
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Jack Weiss
DEPT. Police Department
SUBJECT: MEMORANDUM OF UNDERSTANDING RENWAL
REQUEST: MOU renewal between the City of Charleston Police Department and the Federal Bureau of Investigation Lowcountry Violent Crimes Task Force for overtime reimbursement.

COMMITTEE OF COUNCIL: Ways & Means DATE: August 16, 2022

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

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

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:

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.
Pursuant to Congressional appropriations, the Federal Bureau of Investigation (FBI) receives authority to pay
overtime for police officers assigned to the formalized Lowcountry Violent Crimes Task Force (LCVCTF), as
set forth below, for expenses necessary for detection, investigation, and prosecution of crimes against the
United States. It is hereby agreed between the FBI and Charleston Police Department (CPD), located at 80
Broad Street, Charleston, SC 29401, Taxpayer Identification Number: 576000226, and Telephone Number:
843-743-7200, that:

1. This Agreement is entered into pursuant to, and as an annex to, the FBI LCVCTF Memorandum of
Understanding (MOU) signed by the Police Chief of CPD on July 25th, 2022, and shall be read and interpreted
in conformity with all terms of that document.

2. Commencing upon execution of this Agreement, the FBI will, subject to availability of required funding,
reimburse CPD for overtime payments made to officers assigned to and working full time on LCVCTF related
matters.

3. Requests for reimbursement shall be made on a monthly basis utilizing the United States Department
of the Treasury Invoice Processing Platform (IPP) software system and shall be submitted to the FBI Columbia
Field Office immediately after the first of the month which follows the month for which reimbursement is
requested. The reimbursement request shall be approved by the appropriate Supervisor (or their designee) at
CPD prior to the invoice submission in IPP. The invoice submitted in IPP will automatically route to the FBI
LCVCTF personnel for their review, approval, and processing for payment.

4. Overtime reimbursement payments from the FBI will be made via electronic funds transfer (EFT)
directly to CPD using the FBI’s Unified Financial Management System (UFMS). To facilitate EFT, CPD shall
establish an account online in the System for Award Management (SAM) at www.SAM.gov. Verification of
CPD banking information is required on an annual basis in order to keep payment information current. For
additional information regarding the UFMS and SAM, contact the FBI Columbia Financial Liaison Specialist.

5. Overtime reimbursements will be calculated at the usual rate for which the individual officer’s time
would be compensated in the absence of this Agreement. However, said reimbursement, per officer, shall not
exceed monthly and/or annual limits established annually by the FBI. The limits, calculated using Federal pay
tables, will be in effect for the Federal fiscal year running from October 1st of one year through September 30th
of the following year, unless changed during the period. The FBI reserves the right to change the
reimbursement limits, upward or downward, for subsequent periods based on fiscal priorities and
appropriations limits. The FBI will notify CPD of the applicable annual limits prior to October 1st of each year.

6. The number of CPD deputies assigned full-time to the LCVCTF and entitled to overtime reimbursement
by the FBI shall be approved by the FBI in advance of each fiscal year. Based on the needs of the LCVCTF,
this number may change periodically, upward or downward, as approved in advance by the FBI.

7. Prior to submission of any overtime reimbursement requests, CPD shall prepare an official
document setting forth the identity of each officer assigned full-time to the LCVCTF, along with the

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it nor its contents may be released without authorization by FBI Headquarters.

Revised 05/24/2022
regular and overtime hourly rates for each officer. Should any officers change during the fiscal year, a similar statement shall be prepared regarding the new officers prior to submitting any overtime reimbursement requests for the officers. If the rate changes during the fiscal year for a previously assigned officer, an updated letter shall be attached with the invoice submission in IPP that reflects the new rate. The updated letter shall be mailed to the Columbia Field Office LCVCTF personnel to maintain in FBI records.

8. Each request for reimbursement shall be submitted via IPP to the FBI. The request for reimbursement shall include an invoice number, invoice date, the name, overtime compensation rate, number of reimbursable hours claimed, and the dates of those hours for each officer for whom reimbursement is sought. An attachment signed and dated by an authorized Agency representative noting the dates and hours for each officer overtime reimbursement claimed shall be uploaded in IPP as supporting documentation for the invoice to confirm the information described in this paragraph is accurate, and the personnel for whom reimbursement is claimed were assigned full-time to the LCVCTF.

9. Requests for reimbursement shall be submitted monthly and all requests shall be received by the FBI no later than December 31st of the next fiscal year for which the reimbursement applies. For example, reimbursements for the fiscal year ending September 30, 2022, shall be received by the FBI monthly and not later than December 31, 2022. The FBI is not obligated to reimburse any requests received untimely and not in accordance herewith.

10. This Agreement is effective upon signatures of the parties and will remain in effect for the duration of CPD’s participation on the LCVCTF, contingent upon approval of necessary funding, and unless terminated in accordance with the provisions herein. This Agreement may be modified at any time by written consent of the parties or based on changing business operations and practices of the FBI. It may be terminated at any time upon mutual consent of the parties, or unilaterally upon written notice from the terminating party to the other party at least 30 days prior to the termination date.

Signatories:

Susan Ferensic
Special Agent In Charge
Federal Bureau of Investigation

Amy Wharton
Chief Financial Officer
Charleston Police Department

Date: ____________________

Financial Liaison Specialist
Federal Bureau of Investigation

Date: ____________________

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Revised 05/24/2022
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Dustin Thompson
DEPT. Police Department
SUBJECT: CHARLESTON METRO MARINE PATROL UNIT MUTUAL AID AGREEMENT
REQUEST: Approve attached mutual aid MOU with the Charleston County Sheriff's Office and other local agencies to support multi-agency marine public safety units responding to Homeland Security issues.

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

Yes N/A Signature of Individual Contacted Attachment
Deputy Chief of Police X
Corporation Counsel X

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

NEED: Identify any critical time constraint(s).

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.
STATE OF SOUTH CAROLINA }  CHARLESTON METRO MARINE PATROL UNIT
COUNTY OF CHARLESTON }  MUTUAL AID AGREEMENT

THIS AGREEMENT is entered into this 20th day of July 2022, by
and between the Charleston County Sheriff's Office and the Charleston Police Department.

Whereas, Sections 23-20-10 through 23-20-60 of the code of Laws of South Carolina (1976), as amended June 3, 2016, authorizes counties, incorporated municipalities, or other political subdivisions of this state to enter into mutual aid agreements as may be necessary for the proper and prudent exercise of public safety functions across jurisdictional lines, including but not limited to, multijurisdictional task forces, criminal investigations, patrol services, crowd control and safety and other emergency service situations. And,

Whereas, the parties hereto desire to enter into such an agreement to promote public safety for the purpose of securing to each other the benefits of mutual aid; and,

Whereas, it is the desire and intent of the parties to evidence their joint undertaking for the provision of mutual assistance in law enforcement matters by the temporary assignment of law enforcement officers between jurisdictions to the fullest extent as is allowed by law; and,

Whereas it is the intent of the parties to share jurisdiction under this written agreement to the fullest extent permitted under South Carolina law; and

Whereas, the purpose of this Agreement is to define the scope of such mutual aid and the responsibilities of the parties hereto;

Now, Therefore, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

Statement of Specific Services To Be Provided: To support multi-agency marine public safety units in responding to waterborne Homeland Security issues utilizing assigned marine patrol boat operators as well as specialized units including SWAT and Explosive Devices Team as well as other elements of patrolling the waterways, conducting search and rescue missions, waterside firefighting, side scan sonar missions, assisting in Underwater Recovery Team (URT) Dive Team missions, training exercises, assisting local, state and federal agencies by providing law enforcement aboard vessels being utilized in investigation, interdiction and apprehension of waterborne criminal violators, and assist in providing security zones for specialized events and designated areas.

Management. The Charleston County Sheriff's Office shall be the host and lead agency of the Charleston Metro Marine Unit. Pursuant to this Agreement, all personnel assigned to the Metro Marine Unit shall work under the command of the host and lead agency's Officer in Charge while working outside of their respective parent jurisdiction but still within the jurisdiction of Charleston County. The Officer-in-Charge will in turn be responsible for coordinating all tasking...
orders directed by the U.S.C.G. (Homeland Security) with specific taskings from parent agencies as priority. While within the jurisdiction of their parent command an authorized representative of that agency who is assigned to the Metro Marine Unit will assume operational control of the event, with support (as available) from the other member agencies as needed; the public's Safety and Homeland Security being the priority from all participating agencies. Any other agency may participate upon agreement to the terms of this document.

The Charleston Police Department personnel temporarily transferred or assigned shall be released by the Officer in Charge when their services are no longer required or when they are needed to respond to a situation within the geographical boundaries of their own jurisdiction; provided, however, Charleston Police Department personnel shall use their best efforts to complete the requested services prior to being released.

Vesting of Authority and Jurisdiction. To the fullest extent permitted by the Constitution and statutes of this state, officers assigned under this agreement shall be vested with all authority, jurisdiction, rights, immunities and privileges within the requesting jurisdiction for the purposes of investigation, arrest, or any other activity related to the purpose for which they were requested. Local ordinances adopted by a sending agency shall not be deemed extended into areas which are outside the territorial limits of the sending jurisdiction.

Member Selection. The undersigned agency agrees to provide appropriate assets and personnel to the Charleston Metro Marine Unit in the event of an emergency, for training purposes or other events/incidents deemed appropriate. It is, however, agreed and understood that the primary responsibility of the parties hereto is to provide law enforcement services within the geographical boundaries of their respective jurisdictions. Therefore, it is agreed that the Charleston Police Department shall be the sole judge as to whether or not it can respond and assist.

Training. All individual members of the Charleston Metro Marine Unit will attend all training mandated by their respective agencies. In addition, all members of the assigned units will attend training pertaining to the duties they will perform during an actual response call. Upon agreement by the participating Agencies, individual members may also attend additional training offered by reciprocal departments. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit.

The Charleston Metro Marine Unit will ensure members meet national qualification standards as established by the National Association of State Boating Law Administrators (NASBLA) through their Boat Operation and Training Program (BOAT) as well as any other certification deemed appropriate by the individual agency.

Compensation and Reimbursement. The temporary transfer or assignment of law enforcement officers made pursuant to this Agreement shall in no manner affect or reduce the compensation, pension or retirement rights of such transferred or assigned officers, and such officers shall continue to be paid by the agency where they are permanently employed.
The parties agree that compensation and/or reimbursement for services provided hereunder shall be limited to the reciprocal provision of services of like kind, to include the ancillary benefits of increased investigation and prevention of narcotics and related offenses in their respective jurisdictions. Any other agreement for reimbursement between the parties must be written and executed in the same manner as this agreement.

Costs and Expenses: Except as otherwise provided herein, each party shall bear its own costs and expenses incurred in the performance of its obligations hereunder.

Equipment and Facilities. Each agency shall use equipment from their agencies in carrying out their duties of this Agreement. All Marine vessels will be operated solely by the assigned vessel operators of the Charleston County Sheriff’s Office and the Charleston Police Department except as may be determined by the Officer in Charge in an event of an emergency or other exigent circumstance. All participating agencies will be responsible for supplying their own equipment and shall be responsible for maintenance and their own vessels fuel costs. All participating agencies shall bear the risk of damage or lose to its own equipment; provided, however, that if the equipment is damaged by the acts or omissions of employees of the other party, then the other party shall reimburse the damaged party for its loss. All participating agencies will be responsible for scheduling replacement vessels within their respective fleet.

Records to be Maintained. All records of the activities of the Charleston Metro Marine Unit will be maintained by the individual agencies providing service. The individual agencies will maintain all training records and documentation pertaining to their involvement in the Charleston Metro Marine Unit. Each party shall make records relating to law enforcement activities conducted pursuant to this Agreement available to the other party upon request and without cost.

Each party shall be responsible for responding to Freedom of Information Act requests received by their agency in accordance with South Carolina Law. It is anticipated, but not required, that when responding to Freedom of Information Act requests the parties will consult with one another to ensure their responses to such requests are complete, consistent and in compliance with South Carolina Law.

Insurance and Bond. It is agreed and understood that the parties hereto shall be solely responsible for maintaining such insurance protection and workers compensation coverage on its employees as may be required by law or deemed advisable by the party. The bond if any, for any officers operating under this agreement, shall include coverage for their activity in the other jurisdiction covered by this agreement in the same manner and to the same extent provided by the bonds of regularly employed officers of that county or municipality.

Employment Status. Nothing herein contained shall be construed or interpreted to imply that the law enforcement officers temporarily transferred or assigned in accordance with this Agreement shall be employees of the law enforcement agency requesting such assistance.
Legal Contingencies. Neither party shall be responsible for defending any legal action brought against the other party or its employees arising out of circumstances in which assistance was requested or provided, nor shall it be responsible to pay any fees, costs, damages or verdicts incurred by the other party in such a legal action.

No Indemnification or Third-Party Rights. The parties shall be solely responsible for the acts and omissions of their respective employees, officers and officials. No right of indemnification is created by this agreement and the parties expressly disclaim such a right. The provisions of this agreement shall not be deemed to give rise to or vest any rights or obligations in favor of any person or entity not a party to this agreement.

Other Agreements and Investigations. This Agreement shall not repeal or supersede any existing agreements between the parties hereto nor does it restrict in any way the normal, cooperation between law enforcement agencies concerning ongoing criminal investigations.

Annual Review. Parties to this Agreement agree to conduct an annual review of the operations of the Charleston Metro Marine Unit. Utilizing objective criteria, the member agencies shall conduct an evaluation of long-term success of the operations. The member agencies shall meet and confer to make recommendations and a plan for implementation of improvement to the Charleston Metro Marine Unit.

Length, Modification and Termination. This agreement will remain in effect for one year from the date of its ratification and will automatically renew annually thereafter, unless a party exercises its right to terminate as further described herein.

This Agreement shall not be modified, amended or changed in any manner except upon the express written consent of the parties hereto.

This agreement may be terminated by either party by providing written notice to the other party. Such notice becomes effective upon receipt of the notice by the other party.

General Provisions

Each party is responsible for any approval requirements to their respective governing body as may be required under South Carolina law.

Should any part of this Agreement be found to be unenforceable by any court or other competent authority, the rest shall remain in full force and effect.

All parties agree that any and all successors in interest to their offices will be similarly bound by the terms of this agreement without necessitating execution of any amendment.

(remainder of page intentionally left blank)
WITNESS OUR HANDS AND SEALS this ______ day of ______, 2022

Witness

Kristin Graziano
Sheriff, Charleston County

Witness

John Tecklenburg
Mayor, City of Charleston

Witness

Luther I. Reynolds
Chief, Charleston Police Department

Page 5 of 5
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX
REQUEST: To accept $9,324 from Charleston County Local Accommodation Tax Funding, to support the 2023 Piccolo Spoleto Festival.
The project period is 5/26/2023-6/19/2023.

COMMITTEE OF COUNCIL: W&M DATE: August 9, 2022

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

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

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: Matt [Signature]

FISCAL IMPACT:
No City match is required.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED [except Mayor’s Signature] PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
STATE OF SOUTH CAROLINA  )  AGREEMENT
COUNTY OF CHARLESTON  )

THIS AGREEMENT (the "Agreement") entered into this ___ day of July 2022, between
COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political
subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston: 2023
Piccolo Spoleto Festival (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during
Fiscal Year 2022-2023 for various public purposes, and such appropriation includes monies to be
paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the
Agency with respect to the expenditure of said monies, as well as the method of disbursement by the
County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of
the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only
for a valid public purpose within the boundaries of Charleston County and for the purpose set forth in
Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public
purpose and for no other purpose without first receiving the specific approval in writing of Charleston
County Council. Further, Agency agrees to expend said monies during the period from July 1, 2022,
through June 30, 2023, and to return any portion of said monies not expended by June 30, 2023 for
the agreed upon public purpose to Charleston County on or before August 15, 2023.

2. Agency agrees to notify the County immediately of:
   (a) Any material change in the Agency's financial condition in the course of the year, and
   (b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2022-2023, without the necessity
for invoicing, the monies appropriated by the County by making a payment of $9,324.00, provided;
however, that the County specifically reserves the right, at any time, to unilaterally terminate this
agreement at any time, to change the schedule of payment, to increase the payments, to reduce
payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the
County, to review the financial records and transactions of the Agency.
5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

6. Nothing in this Agreement is intended to, or shall be deemed to, constitute an agent or an agency of the County. No representation will be made by Agency that would create an apparent agency, and Agency shall have no power to act for the County in any manner or to create debts or obligations that would be binding upon the County; and the County shall not be responsible for any obligations or expenses of Agency. The County shall not be responsible for any acts or omissions of Agency, or any of its agents, servants or employees, and nothing in this Agreement shall be in any way construed to constitute Agency or any of its agents or employees as the agent, employee or representative of the County.

7. The Agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in its performance of the terms and conditions of the Agreement to the extent permitted under the South Carolina Tort Claims Act (S.C. Code Ann. § 15-78-70). As to third party claims and actions related to this Agreement, the County will not be responsible or liable for any claims, expenses, damages or liabilities brought forth by third parties.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information, gender identity and/or women affected by pregnancy, childbirth, or related medical conditions while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. Agency shall not assign this Agreement or any benefits hereunder to any other entity without specific written approval of Charleston County Council.

12. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

13. It is mutually understood and agreed by and between the Parties hereto that this Agreement shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.
14. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:  

Print Name: ___________________________  
Date: _________________________________  

William L. Tuten  
County Administrator

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:  

Print Name: ___________________________  
Date: _________________________________  

Agency: City of Charleston

Print Name: ___________________________  
Title: _________________________________

Print Name: ___________________________  
Date: _________________________________

Signatures do NOT have to be notarized
## EXHIBIT A

City of Charleston Office of Cultural Affairs: 2023 Piccolo Spoleto Festival

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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX
REQUEST: To accept $8,584 from Charleston County Local Accommodation Tax Funding, to support the 2022 MOJA Arts Festival
The project period is 9/15/2022-11/15/2022.

COMMITTEE OF COUNCIL: W&M DATE: August 9, 2022

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

<table>
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<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
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<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Office of Cultural Affairs</td>
<td>X</td>
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<tr>
<td>Grants Manager</td>
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</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 ☐ ☒

NEED: Identify any critical time constraint(s).

CFO’s Signature: Mattie Young, CFO for Amy Winter, CFO

FISCAL IMPACT:
No City match is required.

Mayor’s Signature: John J. Tecklenburg, Mayor

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

THIS AGREEMENT (the "Agreement") entered into this ___ day of July 2022, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston: 2022 MOJA Arts Festival (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2022-2023 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose within the boundaries of Charleston County and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2022, through June 30, 2023, and to return any portion of said monies not expended by June 30, 2023 for the agreed upon public purpose to Charleston County on or before August 15, 2023.

2. Agency agrees to notify the County immediately of:
   (a) Any material change in the Agency's financial condition in the course of the year, and
   (b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2022-2023, without the necessity for invoicing, the monies appropriated by the County by making a payment of $8,584.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.
5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

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8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information, gender identity and/or women affected by pregnancy, childbirth, or related medical conditions while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency's specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. Agency shall not assign this Agreement or any benefits hereunder to any other entity without specific written approval of Charleston County Council.

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14. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:  

Print Name: __________________________  
Date: ________________________________

COUNTY OF CHARLESTON

William L. Tuten  
County Administrator

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:  

Print Name: __________________________  
Date: ________________________________

Agency: City of Charleston

Print Name: __________________________  
Title: ________________________________

Print Name: __________________________  
Date: ________________________________

Signatures do NOT have to be notarized

www.charlestoncounty.org
EXHIBIT A
City of Charleston Office of Cultural Affairs:
2022 MOJA Arts Festival

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COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX
REQUEST: To accept $4,669 from Charleston County Local Accommodation Tax Funding, to support the 2022 Free Verse Poetry Festival. The project period is 10/15/2022 - 11/15/22.

COMMITTEE OF COUNCIL: W&M DATE: August 9, 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 ☐ ☐ ☐
Office of Cultural Affairs ☒ ☐ ☐ ☐
Grants Manager ☒ ☐ ☐ ☐

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: ___________________________ FISCAL IMPACT:

No City match is required.

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

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

AGREEMENT

THIS AGREEMENT (the "Agreement") entered into this ___ day of July 2022, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston: 2022 Free Verse Poetry Festival (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2022-2023 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose within the boundaries of Charleston County and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2022, through June 30, 2023, and to return any portion of said monies not expended by June 30, 2023 for the agreed upon public purpose to Charleston County on or before August 15, 2023.

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3. The County agrees to pay the Agency during Fiscal Year 2022-2023, without the necessity for invoicing, the monies appropriated by the County by making a payment of $4,669.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.

www.charlestoncounty.org
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:

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<tr>
<td>Date:</td>
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2022 Free Verse Poetry Festival

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<td></td>
<td></td>
<td>$4,669.00</td>
</tr>
<tr>
<td>[ ] Television</td>
<td>[ ] Rack Cards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[x] Radio</td>
<td>[ ] Billboards</td>
<td></td>
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<td></td>
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<td></td>
<td></td>
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</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$4,669.00</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Scott Walson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – CHARLESTON COUNTY ATAX
REQUEST: To accept $6,078 from Charleston County Local Accommodation Tax Funding, to support the 2022 Holiday Magic in Historic Charleston. The project period is 12/1/2022 – 12/31/2022.

COMMITTEE OF COUNCIL: W&M DATE: August 9, 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: N/A
Office of Cultural Affairs: X
Grants Manager: X

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

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:
No City match is required.

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.
STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON  

AGREEMENT

THIS AGREEMENT (the "Agreement") entered into this ____ day of July 2022, between COUNTY OF CHARLESTON, SOUTH CAROLINA, a public body corporate and politic and political subdivision of the State of South Carolina (hereinafter "County"), and City of Charleston: 2022 Holiday Magic in Historic Charleston (hereinafter "Agency"), (collectively the "Parties").

WHEREAS, Charleston County Council has appropriated monies to be contributed during Fiscal Year 2022-2023 for various public purposes, and such appropriation includes monies to be paid to the Agency herein; and

WHEREAS, it is the intent of this Agreement to establish the various responsibilities of the Agency with respect to the expenditure of said monies, as well as the method of disbursement by the County;

NOW, THEREFORE, IT IS AGREED by and between the Parties hereto, in consideration of the mutual covenants and promises set out herein, as follows:

1. County and Agency hereby agree that the monies paid to the Agency shall be spent only for a valid public purpose within the boundaries of Charleston County and for the purpose set forth in Exhibit A attached hereto. Agency agrees to expend the monies only for this particular public purpose and for no other purpose without first receiving the specific approval in writing of Charleston County Council. Further, Agency agrees to expend said monies during the period from July 1, 2022, through June 30, 2023, and to return any portion of said monies not expended by June 30, 2023 for the agreed upon public purpose to Charleston County on or before August 15, 2023.

2. Agency agrees to notify the County immediately of:
   (a) Any material change in the Agency's financial condition in the course of the year, and
   (b) Any proposed material change in the intended expenditure of the monies.

3. The County agrees to pay the Agency during Fiscal Year 2022-2023, without the necessity for invoicing, the monies appropriated by the County by making a payment of $6,078.00, provided; however, that the County specifically reserves the right, at any time, to unilaterally terminate this agreement at any time, to change the schedule of payment, to increase the payments, to reduce payments or to make no payments whatsoever.

4. Agency shall allow the Charleston County Internal Auditor, if deemed necessary by the County, to review the financial records and transactions of the Agency.

www.charlestoncounty.org
5. It is understood and agreed by and between the Parties hereto that this Agreement is subject to the condition that nothing contained herein shall constitute or give rise to a pecuniary liability of the County or a charge against its general credit or taxing powers.

6. Nothing in this Agreement is intended to, or shall be deemed to, constitute an agent or an agency of the County. No representation will be made by Agency that would create an apparent agency, and Agency shall have no power to act for the County in any manner or to create debts or obligations that would be binding upon the County; and the County shall not be responsible for any obligations or expenses of Agency. The County shall not be responsible for any acts or omissions of Agency, or any of its agents, servants or employees, and nothing in this Agreement shall be in any way construed to constitute Agency or any of its agents or employees as the agent, employee or representative of the County.

7. The Agency shall be responsible for any and all claims, demands, suits, actions, damages and causes of action related to or arising out of or in any way connected with its own actions and the actions of its personnel, in its performance of the terms and conditions of the Agreement to the extent permitted under the South Carolina Tort Claims Act (S.C. Code Ann. § 15-78-70). As to third party claims and actions related to this Agreement, the County will not be responsible or liable for any claims, expenses, damages or liabilities brought forth by third parties.

8. Agency agrees not to discriminate against any employee, applicant for employment or client of Agency on the basis of race, color, sex, religion, national origin, sexual orientation, age, veteran status, marital status, disability, genetic information, gender identity and/or women affected by pregnancy, childbirth, or related medical conditions while expending the funds provided. Violation of this provision may, at the option of the County, be treated as a breach of this Agreement and grounds for immediate termination by the County.

9. Agency agrees that by acceptance of public funds provided herein, the Agency acts as a "public body" as defined in the S. C. Freedom of Information Act (§30-4-10, et seq.), S. C. Code of Laws for 1976 as amended, with respect to the expenditure of those funds, and all activities regarding the expenditure of these funds must be in compliance with this Act.

10. Agency’s specific funding comes from the Charleston County Accommodations Tax. Therefore, all expenditures of those funds will be used to promote tourism-related activities.

11. Agency shall not assign this Agreement or any benefits hereunder to any other entity without specific written approval of Charleston County Council.

12. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the Parties hereto.

13. It is mutually understood and agreed by and between the Parties hereto that this Agreement shall be governed by the laws of the State of South Carolina, both as to interpretation and performance.
14. Should any part of this Contract be determined by a court of competent jurisdiction to be invalid, illegal, or against public policy, said offending section shall be void and of no effect and shall not render any other section herein, nor this Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to survive.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their several seals the day and year first written above.

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:  

Print Name: __________________________  
Date: __________________________

William L. Tuten  
County Administrator

Print Name: __________________________  
Date: __________________________

******************************************************************************

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:  

Print Name: __________________________  
Date: __________________________

Agency: City of Charleston

Print Name: __________________________  
Title: __________________________

Print Name: __________________________  
Date: __________________________

Signatures do NOT have to be notarized

www.charlestoncounty.org
## EXHIBIT A
City of Charleston Office of Cultural Affairs:
2022 Holiday Magic in Historic Charleston

<table>
<thead>
<tr>
<th>OPERATING</th>
<th>FY23 Award</th>
<th>Interim Report (due 2/15/2023)</th>
<th>Final Report (due 8/15/2023)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Advertising or promotion related to tourism development</strong></td>
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<td>- Other (specify) (<em>email and social media marketing; creative fees/design</em>)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| B. Maintenance or operation of tourist-related building or facility (specify) |            |                                |

**TOTAL**                                                                 | $6,078.00  |                                |

www.charlestoncounty.org
TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton, CFO
DEPT. BFRC
SUBJECT: CITY OF CHARLESTON EMPLOYEE BONUS
REQUEST: Approval of $3,400,000 in ARPA funds to provide a bonus to all City employees. Full time employees will receive $1,250 and part-time employees will receive $625.

COMMITTEE OF COUNCIL: Ways & Means DATE: 08/16/2022

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</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td>Yes</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the source of funds

Balance Available * Amount needed for this item $3,400,000

NEED: Identify any critical time constraint(s).

CFO Signature: Amy Wharton

FISCAL IMPACT: *By approving this item, Council is approving the use of ARPA funds to fund this expense. We previously allocated $3.7m in ARPA funds to rescind the property tax increase budgeted in 2021. We do not have to utilize this funding as our 2021 revenues were much higher than anticipated. We can reallocate this funding to employee bonuses.

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE AGENDA MEETING.
TO: John J. Tecklenburg, Mayor
FROM: Amy Wharton, CFO
SUBJECT: APPROVAL OF INCREASE TO THE CITY'S STARTING PAY
REQUEST: This request adjusts the starting pay rate to all City Pay Plans (Sworn and Unsworn). See attached for details
COMMITTEE OF COUNCIL: Ways & Means
DATE: 08/16/2022

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

<table>
<thead>
<tr>
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<th>Yes</th>
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<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the source of funds:

Balance Available [ ] * Amount needed for this item $428,939

NEED: Identify any critical time constraint(s).

CFO Signature: [Signature]

FISCAL IMPACT: By approving this, Council approves the ongoing costs into the 2023 Budget. These costs will be included in the City's base budget. In addition, City Council commits to the additional funding that will be needed in the 2023 budget to address the compression issues this pay increase will create. *Funding for the cost of the adjustment will come from salary savings.

Mayor's Signature: [Signature]

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (THROUGH CFO/BUDGET DIRECTOR) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 AM THE DAY OF THE AGENDA MEETING.
Summary of Pay Plan Changes

- **Non-Sworn Plan**
  - Combining grades 6 and 7 so that grade 6 goes away
  - Will bring the Non-Sworn minimum wage to $15/hour
  - Will increase the starting salary from $29,120 to $31,200
  - Will affect 308 employees in grades 6 and 7
  - This will cause compression issues
    - Minor compression issues will be resolved in this proposal
    - Major compression issues will be resolved in 2023 with a bigger pay plan adjustment

- **Sworn Pay Plans**
  - **Police Department**
    - Will increase the starting wage of a Police Officer (HS Education) from $20.56/hour to $22.62/hour
    - Starting estimated annual compensation will increase from $42,764 (HS Education) to $47,040
    - Will affect 128 employees at the Police Officer rank
    - A newly hired Police Officer is eligible for a 2.5% automatic step increase after 1 year, in addition to any COLA adjustments that happen City-wide

  - **Fire Department**
    - Will increase the starting wage of a Firefighter (HS Education) from $12.88/hour to $14.41/hour; equivalent to $15/hour if they work all regularly scheduled hours
    - Starting estimated annual compensation will increase from $38,936 (HS Education) to $43,561
    - Will affect 46 employees at the Firefighter rank
    - A newly hired Firefighter is eligible for a 2.8% automatic step increase after 6 months and after 1 year, in addition to any COLA adjustments that happen City-wide

If this change is approved, the costs associated with this plan and any major compression issues that need to be resolved will be part of 2023’s base budget. Council is committing to those costs in 2023.
# Starting Pay Adjustment Proposal

## Hourly Rates

<table>
<thead>
<tr>
<th>Non-Sworn</th>
<th>Police</th>
<th>Fire</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Current Starting Pay</td>
<td>$14.00</td>
<td>$12.88</td>
</tr>
<tr>
<td>Proposed Starting Pay</td>
<td>$15.00</td>
<td>$14.41*</td>
</tr>
</tbody>
</table>

Equivalent rate per hour if all regularly scheduled hours are worked: $15.00

Employees Impacted (482 total): 308, 128, 46

Total Cost: $428,939

## Estimated Annual Compensation

(if all scheduled hours are worked)

<table>
<thead>
<tr>
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<th>Fire</th>
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</thead>
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<tr>
<td>Current Starting Pay</td>
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<td>$38,936</td>
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<tr>
<td>Proposed Starting Pay</td>
<td>$31,200</td>
<td>$43,536</td>
</tr>
</tbody>
</table>

* The effect of built-in overtime automatically equates to $15 per hour on average
A RESOLUTION

APPROVING AN ANNUAL ASSESSMENT REPORT AND AN UPDATED ASSESSMENT ROLL FOR THE KING STREET BUSINESS IMPROVEMENT DISTRICT AND CONFIRMING THE COLLECTION OF ASSESSMENTS THEREIN FOR THE 2022-2023 ASSESSMENT YEAR

The City Council (the “City Council”) of the City of Charleston, South Carolina (the “City”), hereby finds and determines:

WHEREAS, the King Street Business Improvement District (the “District”), located in the City of Charleston (the “City”) was created by the City Council pursuant to the Municipal Improvement Act, Title 5, Chapter 37, Code of Laws of South Carolina 1976, as amended (the “Act”), through Ordinance 2022-008 enacted on January 11, 2022 wherein the District was created and fees in the form of assessments were authorized to be imposed and collected therein (such ordinance herein the “Assessment Ordinance”); and

WHEREAS, certain capitalized terms undefined herein have such meanings as set forth in the Rate and Method of Apportionment of Assessment for the King Street Business Improvement District (the “Rate and Method”), which was approved by the Assessment Ordinance; and

WHEREAS, the Assessment has been imposed on the Assessed Property within the District pursuant to the Act and the Assessment Ordinance and is recorded on the Assessment Roll, attached hereto as Appendix B-1 of the Annual Assessment Report and Update of the Assessment Roll for the Collection of the 2022-2023 Assessment Year (the “Annual Assessment Report”), which is being updated in accordance with the Rate and Method, as detailed below, through City Council’s approval of the Annual Assessment Report; and

WHEREAS, it is necessary that the City Council update the Assessment Roll each Assessment Year to reflect (i) the current Parcels in the District, including an updated indication of whether the Parcel is Non-Assessed Property; (ii) the Annual Revenue Requirement, including the Updated Fiscal Year Improvement Budget; (iii) the Utilized Annual Payment Rate; (iv) the Affordable Housing Credit Factor for all Parcels that have obtained an Affordable Housing Designation; and (v) the Annual Payment to be billed and collected from each Parcel, along with other information helpful to the City in the administration of the District; and

WHEREAS, the City Council has received the Annual Assessment Report, prepared by MuniCap, Inc., the current Administrator of the District, in accordance with the Rate and Method; and
WHEREAS, having examined the Annual Assessment Report, the Council has determined to approve the Annual Assessment Report and to confirm the billing of Assessments as shown therein for the 2022-2023 Assessment Year.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLESTON, SOUTH CAROLINA, AS FOLLOWS:

Section 1. Approval of Annual Assessment Report and Update of Assessment Roll. The Annual Assessment Report, which includes an Updated Assessment Roll, prepared by MuniCap, Inc., the current Administrator of the District, and attached hereto as Exhibit A, is hereby approved. Each of (i) the filing of the Updated Assessment Roll with the Clerk of Council, (ii) the filing of the Updated Assessment Roll with such additional governmental offices as shall be determined by the Mayor, and (iii) the taking of all such actions as shall be necessary to cause the timely billing and collection of the Assessments by Charleston County is hereby approved.

Section 2. Confirmation of Collection of Assessment. The Rate and Method provides for the collection of the Annual Payment, and as such, the collection of the Assessment from each Parcel as indicated in the Annual Assessment Report for the 2022-2023 Assessment Year is hereby confirmed.

Section 3. Effective Date. This Resolution shall become effective as of the date hereof.

ADOPTED THIS 16th DAY OF AUGUST, 2022.

(SEAL)  

CITY OF CHARLESTON, SOUTH CAROLINA

Mayor, City of Charleston, South Carolina

ATTEST:

Clerk of Council, City of Charleston, South Carolina
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

I, the undersigned, Clerk of Council of the City of Charleston, South Carolina (“City Council”), DO HEREBY CERTIFY:

That the foregoing constitutes a true, correct and verbatim copy of a resolution (the “Resolution”) adopted by the City Council of the City (the “City Council”), on August 16, 2022. At such meeting, a quorum of the City Council was present and remained present throughout the meeting.

The meeting of August 16, 2022, was a regular meeting of the City Council, for which notice had been previously given pursuant to and in conformity with Chapter 4, Title 30 of the Code of Laws of South Carolina 1976, as amended (the Freedom of Information Act). At least 24 hours prior to the commencement of such meeting, the agenda for such meeting, showing the time and place of the meeting and including as an item the consideration of the Resolution, was posted in the administrative offices of the City, posted on the City’s public website, and provided to news media and other persons requesting such notification.

The original of the Resolution is duly entered in the permanent records of the City, in my custody as Clerk.

The Resolution is now of full force and effect, and has not been modified, amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my Hand and the Seal of the City, this 16th day of August, 2022.

(SEAL)

__________________________________________
Clerk of Council
City of Charleston, South Carolina
CITY OF CHARLESTON
KING STREET BUSINESS IMPROVEMENT DISTRICT

CITY OF CHARLESTON, SOUTH CAROLINA

ANNUAL ASSESSMENT REPORT
PURSUANT TO THE ASSESSMENT ROLL FOR
2022-2023 ASSESSMENT YEAR

Prepared By:
MUNICAP, INC.

August 9, 2022
City of Charleston  
King Street Business Improvement District  
City of Charleston, South Carolina  

Annual Assessment Report Pursuant to the Assessment Roll for  
2022-2023 Assessment Year  

INTRODUCTION  

The City of Charleston’s King Street Business Improvement District (the “District”), located in the City of Charleston, South Carolina (the “City”), was created by Ordinance No. 2022-008 (the “Improvement District Ordinance”) enacted by the City Council of the City of Charleston (the “City Council”) on January 11, 2022. The Improvement District Ordinance also approved the Improvement Plan for the King Street Business Improvement District (the “Improvement Plan”), authorized the imposition of the Assessment on the Assessed Property within the District and the establishment of an Assessment Roll to specify the Parcels in the District. On July 19, 2022, City Council confirmed the Assessment Roll (the “Assessment Roll Ordinance”), including the Rate and Method of Apportionment of Assessment (the “Rate and Method”), which is attached to the Assessment Roll as Appendix A.  

To help fund the costs of the Improvements specified in the Improvement Plan, the City shall bill and collect the Assessment. Pursuant to the Rate and Method, the portion of the Assessment to be billed and collected in each year shall be calculated pursuant to the Rate and Method.  

In order to facilitate the billing and collection of the Assessment, the Administrator shall prepare for approval by City Council an update to the Assessment Roll each Assessment Year to reflect (i) the Parcels in the District (existing as of the most recent January 1st), including an updated indication of whether the Parcel is Non-Assessed Property, (ii) the Annual Revenue Requirement, including the Updated Fiscal Year Improvement Budget, (iii) the Utilized Annual Payment Rate, (iv) the Affordable Housing Credit Factor for all Parcels that have obtained an Affordable Housing Designation, (v) the Annual Payment to be billed and collected from each Parcel, along with other information helpful to the City in the administration of the District. This report has been prepared to meet these requirements for the 2022-2023 Assessment Year. Through its approval of this report, City Council is confirming the Annual Payment and the updated Assessment Roll.  

Capitalized terms used but not defined herein are defined in the Rate and Method.  

I - PARCELS IN THE DISTRICT  

Based on information accessed from Charleston County, representing real property parcels existing as of January 1, 2022, the Parcels in the District were established and are specified in the Assessment Roll that was confirmed by City Council on July 19, 2022. Based on this information and on additional information from Charleston County, the Parcels in the District for this update to the Assessment Roll are specified on Appendix B-1. Additionally, Appendix B-1 specifies the two Parcels that are Non-Assessed Property.  

To the extent that any Parcels were or are created by subdivision in calendar year 2022, such Parcels will be added to the Assessment Roll for the 2023-2024 Assessment Year.
II - ANNUAL REVENUE REQUIREMENT

The Annual Revenue Requirement for the 2022-2023 Assessment Year is equal to $1,140,000.00 and is shown in Table A below. The Annual Revenue Requirement has been calculated pursuant to the Rate and Method. The Rate and Method defines the Annual Revenue Requirement as:

"an amount calculated each Assessment Year that is equal to (A) the amount required in the upcoming Fiscal Year to pay: (1) the total cost estimate indicated in the Upcoming Fiscal Year Improvement Budget, (2) estimated Administrative Expenses to be incurred in the upcoming Fiscal Year and (3) actual Administrative Expenses that were incurred in any previous Fiscal Year for which budgeted funds were not available, less (B) the sum of (1) estimated revenues resulting from in the provision of the Improvements, if any, (2) estimated available funds resulting from prior Assessment Years (excluding any funds within a reserve fund that has been established either by the City or pursuant to an agreement between the City and a separate entity involved in the provision of the Improvements), (3) estimated investment earnings on any fund account balances, (4) estimated available funds resulting from contributions or grants from other entities, including other governmental entities and private organizations and (5) any other funds available or estimated to be available to apply to the Annual Revenue Requirement as specified and approved by the City."

The calculation of the Annual Revenue Requirement pursuant to this definition and the Rate and Method in general is specified below. The amounts shown in Table A below are further described below.

<table>
<thead>
<tr>
<th>Table A</th>
<th>Annual Revenue Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amounts required:</td>
<td></td>
</tr>
<tr>
<td>Total cost estimate for the Improvements</td>
<td>$1,090,000.00</td>
</tr>
<tr>
<td>Estimated Administrative Expenses</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>Unfunded prior year Administrative Expenses</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal of amounts required</strong></td>
<td><strong>$1,140,000.00</strong></td>
</tr>
<tr>
<td>Estimated available funds:</td>
<td></td>
</tr>
<tr>
<td>Estimated revenues from the provision of Improvements</td>
<td>$0.00</td>
</tr>
<tr>
<td>Estimated funds from prior Assessment Years</td>
<td>$0.00</td>
</tr>
<tr>
<td>Estimated investment earnings</td>
<td>$0.00</td>
</tr>
<tr>
<td>Estimated grants or contributions from other entities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Estimated other funds as approved by the City</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal of available funds</strong></td>
<td><strong>$0.00</strong></td>
</tr>
</tbody>
</table>

| Annual Revenue Requirement | $1,140,000.00 |
Cost Estimate for the Improvements

The Improvements are estimated to cost $1,090,000.00, as indicated in the Upcoming Fiscal Year Improvement Budget, for the Fiscal Year ending December 31, 2023.

Estimated Administrative Expenses

The Rate and Method defines Administrative Expenses as:

"the actual or budgeted costs, as applicable, directly related to the administration of the District, including but not limited to: the costs of the recurring updates to the Assessment Roll; the costs of computing the Annual Payment; the cost of collecting the Annual Payment; the costs of the Administrator (including its legal counsel) in the discharge of their duties; City expenses for the billing, collection and enforcement of the Assessment or in any other way related to the District; and any other costs of the City related to the administration and operation of the District, including, without limitation, the costs of legal counsel and other consultants and advisors, and costs related to commencing foreclosure and pursuing collection of delinquent Annual Payment."

The City has determined that the estimated Administrative Expenses for the 2022-2023 Assessment Year is $50,000.00.

III - UTILIZED ANNUAL PAYMENT RATE

The Utilized Annual Payment Rate for the 2022-2023 Assessment Year is equal to $0.01130, as calculated pursuant to the Rate and Method. The specific calculation of the Utilized Payment Rate for the 2022-2023 Assessment Year is presented below.

The Rate and Method defines the Utilized Annual Payment Rate as the lesser of the Maximum Annual Payment Rate and the Calculated Annual Payment Rate, determined annually for each Assessment Year.

The Rate and Method defines the Maximum Annual Payment Rate as $0.01130.

The Rate and Method defines the Calculated Annual Payment Rate as the Annual Revenue Requirement divided by the Modified Total Assessed Value.

The Annual Revenue Requirement is $1,140,000.00, as shown in the prior section.

The Rate and Method defines the Modified Total Assessed Value as:

"the sum of the following two components, calculated independently through the grouping of Parcels by the Parcels' Taxable Assessed Value.

Component 1 - for all Parcels of Assessed Property for which the Parcel's Taxable Assessed Value is less than or equal to $1,500,000:
The sum of the Taxable Assessed Value for all such Parcels;

Component 2 - for all Parcels of Assessed Property for which the Parcel's Taxable Assessed Value is greater than $1,500,000:
The sum of (1) the number of such Parcels for which the Parcel's Taxable Assessed Value is greater than $1,500,000 multiplied by $1,500,000, plus (2) the multiplication of (a) the sum of the independent portions of all such Parcel's Taxable Assessed Value that is over $1,500,000 by (b) 0.50."

3
The Rate and Method defines the Taxable Assessed Value as the assessed value used for real property taxes by Charleston County for the billing of real property taxes. The Taxable Assessed Value for each Parcel is shown on Appendix B-1, based on Charleston County information obtained by the City from August 5, 2022 through August 9, 2022.

Based on Charleston County information obtained by the City from August 5, 2022 through August 9, 2022, the Modified Total Assessed Value equals $64,387,125.00.

Utilizing the Modified Total Assessed Value of $64,387,125.00 and the Annual Revenue Requirement of $1,140,000.00, the Calculated Annual Payment Rate equals $0.01771 ($1,140,000.00 divided by $64,387,125.00 = $0.01771). As such, the Calculated Annual Payment Rate is greater than the Maximum Annual Payment Rate.

Pursuant to the formula above, the Utilized Annual Payment Rate equals $0.01130 for the 2022-2023 Assessment Year.

**IV - AFFORDABLE HOUSING CREDIT FACTOR**

The City has determined that no Parcels have obtained an Affordable Housing Designation and therefore no Parcels will receive the Affordable Housing Credit Factor.

**V - ANNUAL PAYMENT**

The Annual Payment for each Parcel for the 2022-2023 Assessment Year is shown on Appendix B-1, attached to this report. The Annual Payment for each Parcel has been calculated pursuant to the Rate and Method, which specifies the following for the calculation of the Annual Payment.

*The Annual Payment for each Parcel shall be determined as indicated below.*

*For all Parcels for which the Taxable Assessed Value is $1,500,000 or less, the Annual Payment shall be determined by the following formula:*

\[ A = (B \times C) \times (1 - D) \]

*Where the terms have the following meaning:*

- **A** = The Annual Payment
- **B** = The Utilized Annual Payment Rate
- **C** = The Parcel's Taxable Assessed Value
- **D** = The Parcel's Affordable Housing Credit Factor.

*For all Parcels for which the Taxable Assessed Value is greater than $1,500,000, the Annual Payment shall be determined by the following formula:*

\[ A = ((B \times $1,500,000) + ((C - $1,500,000) \times B \times .50)) \times (1 - D) \]

*Where the terms have the following meaning:*

- **A** = The Annual Payment
- **B** = The Utilized Annual Payment Rate
- **C** = The Parcel's Taxable Assessed Value
- **D** = The Parcel's Affordable Housing Credit Factor.

*For all Parcels of Non-Assessed Property, established as of the Date of Classification, the Annual Payment shall be zero ($0.00).**
Using the formulas specified above, the Annual Payment has been calculated for each Parcel and is specified on Appendix B-1.

As indicated on Appendix B-1, eight Parcels have a Taxable Assessed Value greater than $1,500,000.00.

As indicated above and shown on Appendix B-1, two Parcels are Non-Assessed Property.

As indicated above, no Parcels receive the Affordable Housing Credit Factor for this Assessment Year, and therefore the Affordable Housing Credit Factor portion of the formulas above is not relevant for any Parcels for this Assessment Year.

As indicated on Appendix B-1, the sum of the Annual Payment on all Parcels is $727,574.53.

CONCLUSION

Appendix B-1 is shown on the following pages. There is no Appendix A.
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