July 14, 2020
4:30 p.m.
Conference Call:
1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Seekings

2. Approval of Minutes:

   June 9, 2020

3. Bids and Purchases

4. An ordinance authorizing the borrowing by the City of Charleston, South Carolina of not exceeding $40,000,000 in anticipation of the collection of ad valorem taxes and license fees for fiscal year 2020.

5. Parks-Capital Projects: Approval of a contract with Turner Construction Company in the amount of $136,637 for the removal of the John C. Calhoun Statue located in Marion Square Park. The contract includes Task 1, the removal of all bronze work, and task 2, the removal of the stone column pedestal down to the 2nd tier base. The total cost to the City is $36,637, as $100,000 was donated for the removal of the statue. The remaining funding will come from contingencies, as this is not a budgeted item. This is an after the fact approval as authorized by the Resolution passed by City Council on June 23, 2020.

6. Planning, Preservation and Sustainability: Approval of a contract with Dutch Dialogues consultants to analyze the Army Corps of Engineers 3x3x3 study and advise the City. ***(To be sent under separate cover by the Planning Department)***

7. **The Committee on Real Estate (Meeting was held on Monday, July 13, 2020 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)**

   a. Request approval of a Parking Agreement with Anson House Condominium Association for continued lease of ten (10) parking spaces in the Maritime Center Parking Lot per year-to-year lease with the condition of relocation upon termination at current lot. (10 Wharfside Street; TMS: 459-00-00-170)

   b. At the request of the Washington Light Infantry and Sumter Guards Board of Officers (the "WLI"), request authorization for the Mayor to execute a quitclaim deed and other necessary documents to quitclaim the portion of Marion Square on which the Calhoun monument formerly stood to WLI. The City does not own this portion of Marion Square. The quitclaim deed is being executed to help clarify WLI's title to the subject property. (Ordinance)

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

3a.

COMMITTEE / COUNCIL AGENDA

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

FROM: Chief Luther Reynolds **DEPT:** Police Department

SUBJECT: VEHICLE UPFIT

REQUEST: Approval to amend the existing contract with Global Public Safety By extending the current contract by six (6) additional months from October 13, 2020 to April 12, 2021

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 14, 2020

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

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

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

If yes, provide the following: **Dept./Div.:** _____ **Account #:** 200000 - 52065

Balance in Account N **Amount needed for this item** N

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 Gh, Deputy CFO for Amy Wheeler, CFO

FISCAL IMPACT:

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

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

City of Charleston

John J. Tecklenburg
Mayor

South Carolina

Luther Reynolds
Chief of Police

POLICE DEPARTMENT

To: Gary Cooper, Director, City of Charleston Procurement Division

From: Scott G. Newsome, Director, Police Fleet Operations

Date: June 11, 2020

Subject: Extension of Vehicle Up-fit Contract with Global Public Safety

Gary,

Contract ,15-P008R, with Global Public Safety, expires October 12, 2020. As you know, per the contract, Global provides most of the interior hard parts; including prisoner partitions, rifle racks, window armor, center consoles, printer boxes, mounting equipment, associated wiring and mounting hardware. Global also installs all of the stated equipment, in-car camera systems, and computer mounting solutions.

All major U.S. vehicle manufactures including Ford, GM, and Chrysler shut down vehicle production from mid-March until May due to COVID-19. Ford police vehicles, that the City purchased early in 2020, will likely not be delivered to Global Public Safety until September, at the earliest. Global purchases the interior equipment needed to complete the vehicles, in advance of the vehicles arriving, so that they can begin the up-fit process as soon as the vehicles arrive at their facility. Therefore, there is a chance that the current up-fit contract, with Global, will expire prior to the vehicles arriving or the up-fit being completed.

Additionally, there are significant changes being made to the Ford, GM, and Chrysler police vehicles for model year 2021. Manufacturers of police up-fit equipment are still designing and engineering new products that will be compatible with the 2021 model year police vehicles.

Give these unforeseen circumstances, I think a six-month extension of the current contract should be considered. This would allow us to get the vehicles, currently on order, completed and allow us a few more months to explore and become familiar with new equipment that will be compatible with 2021 model year police vehicles.

When we put the new contract out for bids, that bid package will contain specific equipment and part numbers. At this time, equipment manufacturers have not released part numbers for equipment that will be compatible with 2021 model year police vehicles.

Please let me know if a six-month extension is possible. Thank you in advance for your consideration.

Cc: Luther Reynolds, Chief of Police

JOSEPH P RILEY JR
MAYOR

City of Charleston

VANESSA TURNER-MAYBANK
CLERK OF COUNCIL

South Carolina

Clerk of Council Department

November 10, 2015

Mr. Stephen Bedard, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Gary Cooper

Re: BIDS AND PURCHASES

Dear Mr. Bedard:

The Committee on Ways and Means and City Council, at their respective meetings on October 13, 2015, approved the following items in Bids and Purchases:

BUDGET, FINANCE & REVENUE COLLECTIONS: **ACCOUNT: 051346-58005** **APPROPRIATION: $ 43,985.01**
Approval to purchase and installation of required items to expand and reinforcement of the existing audio system from Strategic Connections, 2721 Spring Forest Road, Raleigh, NC 27616.

FLEET MANGEMENT DEPARTMENT: **ACCOUNT: 062014-58010** **APPROPRIATION: $123,365.00**
Approval to purchase a 2015 Freightliner Cab with a Pac Mac Grapple Hoist, Model KB20. NJPA Contract #031014-HMC. Using 2014 Lease Purchase Funds.

TRAFFIC AND TRANSPORTATION DEPARTMENT: **ACCOUNT: 230000-5206/52962** **APPROPRIATION: $300,000.00**
Approval of contracts for On-Call ITS Maintenance and Installation Services with the following three firms: ALS of NC, Precision Contracting Services and Sierras Construction. Solicitation#15-B023R. *(One original of each to Steven Bedard; two originals of each to Gary Cooper; one original of each to Troy Mitchell; one original of each to be retained in the Clerk of Council's office)*

POLICE DEPARTMENT: **ACCOUNT: 200000-52023** **APPROPRIATION: $ 65,000.00**
Approval to establish a contract for the Upfit of the Police Vehicles with Light-N-Up, LLC, 101 Sunset Drive, Roebuck, SC 29376. Solicitation #15-P008R. *(One original to Steven Bedard; two originals to Gary Cooper; one original to Chief Mullen; one original to be retained in the Clerk of Council's office)*

Sincerely,

Jennifer Cook
Assistant Clerk of Council

Enclosures: As Stated

c: Mayor Joseph P. Riley, Jr.
Amy Wharton, Assistant Chief Financial Officer
Ben Dellucci, Fleet Management
Hernan Pena, Traffic & Transportation Department
Troy Mitchell *(w/ original documents)*
Chief Mullen, Police Department
Gary Cooper, Director of Procurement *(w/ original documents)*
Theron Snype, Minority Business Enterprise

JOHN J TECKLENBURG
MAYOR

City of Charleston

South Carolina
Clerk of Council Department

VANESSA TURNER MAYBANK
CLERK OF COUNCIL

June 17, 2019

Ms. Amy Wharton, CFO
City of Charleston
116 Meeting Street
Charleston, SC 29401

Re: BIDS AND PURCHASES

Dear Ms. Wharton:

The Committee on Ways and Means and City Council, at their respective meetings on May 14, 2019, approved the following item in Bids and Purchases:

PARKS DEPARTMENT: **ACCOUNT: 522000-52206** **APPROPRIATION: $ 90,000.00**
Approval to establish a contract for the Septima P Clark Parkway Grounds Maintenance with Pleasant Places, Inc., 449 Long Point Road, Mt. Pleasant, SC 29464. Solicitation #19-B010R. *(Gary Cooper two(2) Originals; Amy Wharton one(1) original; Jason Kronsberg one(1) original; Clerk's Office one(1) original).*

CAPITAL PROJECT DEPARTMENT: **ACCOUNT:051570-58015/52700** **APPROPRIATION: $ 49,132.83**
Approval to purchase cardio equipment to be furnished and installed at the Daniel Island Recreation Center from Life Fitness, 9525 Bryn Mawr Ave., Rosemont, IL 60018. Sourcewell Contract #120125-Lff. CP1627 Daniel Island Recreation Center project funding: Land Sales ($948,000), S.C. Sports Development Funding Grant ($52,125), & 2018 GO Bond ($7,100,000).

PARKS DEPARTMENT: **ACCOUNT: 170100-52412** **APPROPRIATION: $ 36,085.00**
Approval to increase the purchase order for additional work to be done at Northbridge Park Pier by Salmons Dredging Corporation, from $31,619 to $67,704 to cover the additional repairs.

STORMWATER DEPARTMENT: **ACCOUNT: 050312-58240** **APPROPRIATION: $ 54,000.00**
Approval to install check valves at Concord Street to be done by B&C Land Development, Inc., 3785 Old Charleston, HWY., Johns Island, SC 29455. Drainage Fund. CWS MOU to Fund up to 501. ($27,000).

FLEET MANAGEMENT DEPARTMENT: **ACCOUNT: 193010-58010** **APPROPRIATION: $ 55,786.00**
Approval to purchase two (2) 2019 Ford Explorers for Stormwater from Santee Automotive, 2601 Paxville HWY, Manning, SC 29102. SC Contract #4400017417.

FLEET MANAGEMENT DEPARTMENT: **ACCOUNT: 062019-58015** **APPROPRIATION: $ 55,000.00**
Approval to purchase a 304E2 LOA Mini Hydraulic Excavator from Blanchard Machinery, 151 Farmington Road, Summerville, SC 29483. SC Contract #4400018368. 2019 Lease Purchase Funds will be used.

POLICE DEPARTMENT: **ACCOUNT: 200000-52023** **APPROPRIATION: $ 60,000.00**
Approval to increase amount of Global Public Safety (Formerly Light-N-Up) contract (Solicitation #15-P008R) from $110,000 to $170,000 to cover the cost of additional uplifting work and delivery of vehicles.

FIRE DEPARTMENT: **ACCOUNT: 062019-58010** **APPROPRIATION: $ 46,934.00**
Approval to purchase two (2) 2019 Chevrolet Colorado Pickup Trucks from Love Chevrolet, 100 Parkridge Drive, Columbia, SC 29212. SC Contract #4400017268. 2019 Lease Purchase Funds will be used.

3b.

COMMITTEE / COUNCIL AGENDA

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

FROM: Chief Luther Reynolds **DEPT.** Police Department

SUBJECT: NICOLET IS50 FTIR

REQUEST: Approval to purchase a Nicolet IS50 FTIR system from Fisher Scientific Company, LLC, 4500 Turnberry Dr., Hanover Park, IL 60133.

Sole Source

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 14, 2020

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

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

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

If yes, provide the following: **Dept./Div.:** 241010 **Account #:** 58015

Balance in Account ☆ **Amount needed for this item** $51,675.81

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

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

CFO's Signature: Deputy CFO for Tony Sabatini, CFO

FISCAL IMPACT:

Mayor's Signature:

John J. Tecklenburg, Mayor

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

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Police - Forensic Services

PRODUCT: Nicolet IS50 FTIR

REQUISITION NUMBER:

VENDOR: Thermo Electron North America

DATE: May 29, 2020

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

The FTIR is used in the analysis of seized drugs. This will be a direct replacement to our Nicolet 6700 which will no longer be serviceable by Thermo in 2022.

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

The Nicolet IS50 can only be purchased from Thermo Fisher.

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

The Nicolet IS50 is a direct replacement to our current FTIR (Nicolet 6700), and is compatible with our current user created and purchased libraries. Current instrumental methods would also be compatible which would prevent down time during set-up. Laboratory personnel are familiar with Nicolet products which again would prevent down time during set-up and initial use.

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 the only vendor that offers this product.

SIGNATURE Renee Hilton TITLE Laboratory Manager

Sales Quotation

*Quote Nbr	Creation Date	Due Date	Page
0171-6761-17	06/19/2020		1 of 2

Payment Terms	Delivery Terms
NET 30 DAYS	DEST
Valid To	Prepared By
07/31/2020	SYIEK, SAMANTHA
Customer Reference	Sales Representative
RFQ TENA CHARLESPD2020IS50KR2FISHER	SAMANTHA SYIEK

To place an order | Ph: 800-766-7000 | Fx: 800-926-1166

Submitted To:	Customer Account: 937675-001
RENEE HILTON KEITH.RHODES@THERMOFISHER COM 843-792-4588	CITY OF CHARLESTON POLICE DEPT 180 LOCKWOOD BLVD STE A CHARLESTON SC 29403-5152

Fisher Scientific
Part of Thermo Fisher Scientific

FISHER SCIENTIFIC COMPANY LLC
4500 TURNBERRY DRIVE
HANOVER PARK IL 60133-5491

Review and Place Order

Click here or go through your purchasing system to fisherscl.com quotes

***Please reference this Quote Number on all correspondence.**

Don't have a profile? Register on fisherscl.com

For complete Terms and Conditions, please click here.

Quote Comments: THIS QUOTE HAS BEEN PREPARED FOR YOU ON BEHALF OF KEITH RHODES , YOUR TENA SALES REPRESENTATIVE

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
1	1	EA	NON-CATALOG	NICOLET IS50 FTIR ADVANCED Vendor Catalog # 912A1023/PD2020IS50KR2 List Price: 38,700.00 CDC: 052	28,575.00	28,575.00
2	1	EA	NON-CATALOG	NICOLET IS50 ENGLISH LANGUAGE Vendor Catalog # 699124500/PD2020IS50KR2 List Price: .01 CDC: 050	N/C	N/C
3	1	EA	NON-CATALOG	POWER CORD NORTH AMERICAN Vendor Catalog # 085703800/PD2020IS50KR2 List Price: .01 CDC: 050	N/C	N/C
4	1	EA	NON-CATALOG	IS50 GOLD DUAL PASSPORT Vendor Catalog # 470454700/PD2020IS50KR2 List Price: 1,870.00 CDC: 050	1,870.00	1,870.00
5	1	EA	NON-CATALOG	IS50 BUILT-IN DIAMOND Vendor Catalog # 840230600/PD2020IS50KR2 List Price: 13,850.00 CDC: 050	13,850.00	13,850.00
6	1	EA	NON-CATALOG	POLYSTYRENE ATR STANDARD Vendor Catalog # 840166701/PD2020IS50KR2 List Price: 726.00 CDC: 050	726.00	726.00

Sales Quotation

Fisher Scientific
Part of Thermo Fisher Scientific

Quote Nbr	Customer Reference	Page
0171-6761-17	RFQ TENA CHARLESPD2020IS50KR2FISHER	2 of 2

Nbr	Qty	UN	Catalog Number	Description	Unit Price	Extended Price
7	1	EA	NON-CATALOG	OMNIC OPERATIONS E-LEARNING Vendor Catalog # 702013800/PD2020IS50KR2 List Price: .01 CDC: 050	N/C	N/C
8	1	EA	NON-CATALOG	VALPRO NICOLET SERIES FT-IR Vendor Catalog # 834103400/PD2020IS50KR2 List Price: 629.00 CDC: 050	629.00	629.00
9	1	EA	NON-CATALOG	DELL OPTIPLEX WORKSTATION Vendor Catalog # 912A0917/PD2020IS50KR2 List Price: 1,360.00 CDC: 050	1,360.00	1,360.00
10	1	EA	NON-CATALOG	22" FLAT PANEL WIDESCREEN Vendor Catalog # 840223900/PD2020IS50KR2 List Price: 399.00 CDC: 050	399.00	399.00

MERCHANDISE TOTAL	47,409.00
Estimated Sales Tax	4,266.81
TOTAL	51,675.81

NOTES:
PLEASE NOTE NONCONTRACTUAL FREIGHT MAY BE ADDED TO YOUR INVOICE AT THE TIME OF PURCHASE. ALL ITEMS ARE SUBJECT TO THE STANDARD WARRANTIES OFFERED BY TENA

Returns are subject to manufacturer terms and conditions.

We now offer highly competitive financing with low monthly payments. Please contact your local sales representative for more information.

Tell us about your recent customer service experience by completing a short survey. This should take no longer than three minutes. Enter the link into your browser and enter the passcode: USA-PGH-CS2
http://survey.medallia.com/fisheracl

3c.

COMMITTEE / COUNCIL AGENDA

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

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: RADIATION BACKPACKS

REQUEST: Approval to increase the purchase order for shipping charges for the Radiation Backpacks that was previously approved at Council on June 9, 2020 for $83,167.00. The new amount is $83,229.29

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 14, 2020

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

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

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

If yes, provide the following: **Dept./Div.** NM 280044 & 280045 **Account #:** 58015

Balance in Account $83,603 **Amount needed for this item** $ 83,229.29

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

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

CFO's Signature: Mitch, Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT: **This purchase is using 2017 and 2018 Port Security grant funds. The increase is $62.29**

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.

RADIATION SOLUTIONS INC
5875 Whittle Road.,
Mississauga, Ontario
Canada L4Z 2H4

Tel: 905 890 1111 Fax: 905 890 1964

PRO-FORMA
INVOICE
DATE: June 23-2020
INVOICE: SO-3815
PO REF: P165434
Terms: Net 30 days

Bill to:
Charleston Fire Department
Special Operations
1451 King Street Ext.
Charleston
USA SC 29405

Ship to:-
Fire Logistics
1960 Milford Street
North Charleston,
SC 29405

Description	Qty	Unit Price	Amount
RS-350 Backpack	2	36,900.00	73,800.00
Spare Battery	2	150.00	300.00
Vehicle Power Cable	2	100.00	200.00
Rugged Smart Phone	2	500.00	1,000 00
Backpack Dark Navy	2	250.00	500.00
			0.00

Please direct all USD wire transfers to:

Radiation Solutions Inc.

Account Number USD: 400 626 8

Branch Transit Number: 08802
Swift Code: ROYCCAT2
ABA/Routing number 021000021

Financial Institution:
Royal Bank of Canada
25 Milverton Drive
Phone #905-568-1638

Subtotal	$ 75,800 00
Freight & Ins.	562.29
Taxes PST & GST	-
TOTAL USD	**$ 76,362.29**

THANK YOU FOR YOUR BUSINESS

QMF 17A
Issue 2
Dec-15

Please direct any inquires to accounting@radiationsolutions ca

JOHN J TECKLENBURG
MAYOR

City of Charleston

South Carolina

Charleston Fire Department

DANIEL M CURIA
FIRE CHIEF

MEMORANDUM

To: Procurement

From: Deputy Chief Jason Krusen JMK

Subject: Increased shipping charges for P165434

Date: June 23, 2020

The Charleston Fire Department is purchasing two radiological detection backpack devices from Radiation Solutions on P165434. The estimated shipping charges were set at $500 for the units, but upon award the vendor has stated the charges for the equipment have increased. The equipment is coming from Canada and are $562.29. This is a difference in $62.29 and will be covered under the grant.

1451 KING ST. EXTENSION, CHARLESTON, SOUTH CAROLINA 29405 • PHONE (843) 720-1981• FAX (843) 720-3991

3d.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: NOZZLES

REQUEST: Approval to purchase Nozzles from Municipal Emergency Services (MES), 6701-C Northpark Blvd., Charlotte, NC 28216 Solicitation #20-B027R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 14, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	X	☐	Daniel M. Curia	☐
Procurement Director	X	☐	Mary Cox	☐

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

If yes, provide the following: Dept./Div.: 28/210000 Account #: 52036 ecc

Balance in Account $276,487 Amount needed for this item $126,794.25

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Matthew, Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Fire Department

DATE: JUNE 10, 2020

SOL.# 20-B027R

BUYER: ROBIN B. ROBINSON

Nozzles

	Bidder	Bidder	Bidder	Bidder
Company Name	MES	Newton's Fire & Safety	NAFECO	Talan Ind.
Company Representative	Christen Leris	Seth Newton	Ronald Woodall	Todd Hanks
Phone Number	800-868-8584	800-672-5918	800-628-6233	740-815-7601
Minority	N	N	N	N

Qty.	Description	Unit	Total	Unit	Total	Unit	Total	Unit	Total
107	1.5 Shutoff, #0033XD02	264.00	28,248.00	271.75	29,077.25	296.88	31,766.16	309.72	33,140.04
88	160 @ 50 Fog, #04XD0171	339.00	29,832.00	347.75	30,602.00	379.88	33,429.44	396.38	34,881.44
78	7/8" Smoothbore, #66755007	83.00	6,474.00	84.50	6,591.00	92.44	7,210.32	96.37	7,516.86
87	2.5" Shutoff, #0069XD02	346.00	30,102.00	356.25	30,993.75	389.53	33,889.11	406.07	35,328.09
43	250 @ 50 Fog, #04XD0251	419.00	18,017.00	430.25	18,500.75	469.35	20,182.05	490.55	21,093.65
44	#66759007, 1 1/8" Smoothbore	83.00	3,652.00	84.50	3,718.00	92.44	4,067.36	96.61	4,250.84
	Subtotal		$116,325.00		$119,482.75		$130,544.44		$136,210.92
	Shipping		0.00		0.00		0.00		0.00
	State Tax 9%		10,469.25		10,753.45		11,749.00		12,258.98
	TOTAL		$126,794.25		$130,236.20		$142,293.44		$175,469.90

COMMENTS:

BUYER: [signature]

WITNESS: Chenette Singleton

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Fire Department

DATE: JUNE 10, 2020

SOL.# 20-B027R

BUYER: ROBIN B. ROBINSON

Nozzles

	BIDDER	BIDDER	BIDDER	BIDDER
COMPANY NAME	Safe Industries	Hiller Systems	Atlantic Emergency Solutions	OSS, LLC
COMPANY REPRESENTATIVE	Andy McCall	Dustin Hooks	Chris Grace	Scott Simister
PHONE NUMBER	864-845-7175	843-767-6500	800-442-9700	864-585-3275
MINORITY	N	N	N	N

QTY.	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
107	1.5 Shutoff, #0033XD02			358.80	38,391.60	265.03	28,358.21	341.05	36,492.35
88	160 @ 50 Fog, #04XD0171			459.11	40,401.68	339.20	29,849.60	436.49	38,411.12
78	7/8" Smoothbore, #66755007			112.00	8,736.00	82.47	6,432.66	106.12	8,277.36
87	2.5" Shutoff, #0069XD02			470.60	40,942.20	347.50	30,232.50	447.17	38,903.79
43	250 @ 50 Fog, #04XD0251			568.00	24,424.00	419.59	18,042.37	539.94	23,217.42
44	#66759007, 1 1/8" Smoothbore			112.00	4,928.00	82.47	3,628.68	106.12	4,669.28
	Subtotal				$157,823.48		$116,544.02		$149,971.32
	Shipping				0.00		0.00		0.00
	State Tax 9%				14,204.11		10,488.96		13,497.42
	TOTAL		NO BID		$172,027.59		$127,032.98		$163,468.74

COMMENTS:

BUYER: [signature]

WITNESS: Chevette Singleton

3c.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: RESERVE RESCUE TRUCK

REQUEST: Approval to purchase a Reserve Rescue Truck from Brindlee Mountain Fire Apparatus, 15410 US Highway 231, Union Grove, AL 35175. Solicitation #20-P022R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 14, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	X	☐	Daniel R. Curia	☐
Procurement Director	X	☐	[illegible]	☐

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

If yes, provide the following: Dept./Div.: 062020 Account #: 58010

Balance in Account * Amount needed for this item $296,000.00 eee

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [illegible], Deptr CFO for Amy Wheeler, CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: [illegible]
John J. Tecklenburg, Mayor

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

City of Charleston
South Carolina

EMERGENCY PURCHASE JUSTIFICATION FORM

Department: ~~Public Service~~ Stormwater Management

Product: Concord Street Pump 5 & 6 Install- Diving Operations

Vendor: Salmons Dredging Corporation

Date: June 19, 2020

1. Describe in detail the Emergency and impact to City operations.

Both of the station dewatering pumps are out of service. Repairs on Pump 5 are complete but needs to be reinstalled, and Pump 6 experienced failure described in an Emergency Justification dated 4/6/2020. After intial successful emergency maintenance documented in the 4/6/2020 Emergency Justification, Pump 6 failed had a repeat failure with follow-up maintenance unable to get Pump 6 operational again. With Pump 6 non-operational and Pump 5 above ground, conventional and routine installations are not possible (unable to dewater wet well and tunnel) and a professional deep water diving operation is required. This work will be sole-sourced to Salmon's due to their prior knowledge of both the wet well set-up, tunnel configuration, and prior experience providing similar successful services to the pump station. RCI will be working in coordination with Salmon.

2. Describe in detail the item affected and what corrective action needed.

There are no operational dewatering pumps at the pump station. The City is unable to perform multiple maintenance activities. Additionally, currently the dewatering are the only pump capable of being run via portable generator. This means if the pump station loses power for an extended period of time, the City will not be able any pumps operating for that duration. Due to it currently being hurricane season, this adds more emphasis to the reasons stated prior. As mentioned prior, a comprehensive professional deep water diving operation is required to "walk" the pump down, to clean up debris at the bottom of the wet well, and assure proper seating of the pump.

3. What is the estimated cost and time to effect repair/replacement.

Salmons proposal (attached) is $68,320.

Requester Signature Joseph Swann Title Senior Project Manager

EPJF1-2016

SALMONS

SALMONS DREDGING CORPORATION

Marine Contractors Since 1919

Post Office Box 42
Charleston, SC 29402
Tel: (843) 722-2921
Fax: (843)723-4630

June 19, 2020
City of Charleston
Department of Stormwater Management

Attn: Mr. Joe Swain, Senior Engineering Project Manager

Re: Cost Proposal: Concord St. Pump Station Dewatering Pump Maintenance
Location: Market St. Access Shaft and Concord St. Pump Station
Date: June 29th, 2020

Mr. Swain:
Salmons Dredging Corporation is pleased to provide you a budget estimate for the emergency bypass, dewatering, and commercial diving services required to access the invert of the Concord St. Pump Station. Salmons estimated cost of **$68,320** includes the following:

- Labor and equipment to install an 8-inch hydraulic submersible pump to approximately elev. -12.50 at the Market St. Access Shaft.
- Six-Man ADCI Accredited Dive Team to access the concord St. Pump Station to inspect Pump #6. In addition, divers will jet, and air lift enough material away from the #5 base elbow to assist with setting pump #5.
- One week's rental on a Godwin Heidra 200 Hydraulic Submersible Pump Package.
- Rental of two cranes to support the by-pass pump installation and removal, #5 dewatering pump install, diving operations and the potential for the #6 dewatering pump removal.
- Procurement of temporary fencing outfitted with wind screen to encompass the dewatering pump at the Market St. site.
- Site security at the Market St. Access Shaft from 1730 to 0700 hours on from June 29th thru July 2nd.

Notes:

- The date of June 29th is dependent on dry weather conditions.
- The Market St. dewatering pump will discharge into a manhole in the emergency overflow structure, downstream of the tide flex valve. The estimated discharge rate at 100' of head is approximately 1500 gpm.
- The estimated cost covers 2-days of diving operations. June 30th and July 1st.
- Dive team will need access to the closest fire hydrant.
- If the dive team is delayed because of others, additional crew hours will be invoiced at $745
- Additional crane rental will be invoiced cost plus 15%

Please feel free to contact me with any questions or concerns.

Best Regards,
John P. Lares
Director of Diving Operations
Salmons Dredging Corporation

3f.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: US&R RESCUE TRUCK

REQUEST: Approval to purchase a US&R Rescue Truck from Fesco Emergency Sales, 7010 Troy Hill Dr., Elkridge, MD 21075

Solicitation #20-P021R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 14, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Fire Department	X	☐	Daniel F. Curia	☐
Procurement Director	X	☐	[illegible]	☐

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

If yes, provide the following: Dept./Div.: 062020 Account #: 58010

Balance in Account * Amount needed for this item $440,439.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [illegible], Deputy CFO for [illegible], CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: [illegible]
John J. Tecklenburg, Mayor

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

Score-Sheet

US&R Rescue Vehicle

Solicitation #20-P021R
June 17, 2020

Firm	Scores of Scorers				Total Score
Fesco Emergency Sales (Hackney)	100	100	84	90	374
Safe Industries (FES)	79	98	73	89	339

Buyer — Date 6/17/2020

Witness — Date 6/17/20

FESCO EMERGENCY SALES

***BID PROPOSAL** for furnishing*

6-2-2020

Charleston Fire Department
75 Calhoun Street, Suite 3500
Charleston, SC 29401

To Whom It May Concern,

The undersigned is prepared to manufacture and/or supply for you, upon an order being placed by you for final acceptance by FESCO Emergency Sales (FESCO), at our office in Elkridge, Maryland, the apparatus and equipment herein named and for the following prices:

One (1) Hackney USAR Model 23' Rescue Body apparatus mounted on a **Mack Tetra 2 Door cab** and chassis per attached specification, dated 6-1-2020, also included is listed in DFI dated 6-1-2020 a for a total delivered price of..... **$439,939.00**

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached. Delays due to strikes, war or international conflict, failures to obtain materials, or other causes beyond our control in preventing, delivery shall be within 300 calendar days after receipt of chassis and the acceptance thereof at our office at Elkridge, Maryland, and to be delivered to you at Charleston, SC

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are initialed by authorized representatives of both parties prior to the acceptance by FESCO of the offer to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 30 days from the above date, the right is reserved to withdraw this proposal.

FESCO EMERGENCY SALES
7010 TROY HILL DR.
ELKRIDGE, MARYLAND 21075

By Steph C. Sightler

Stephen Sightler
Regional Sales Manager

3g.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Fire Chief Daniel Curia **DEPT.** Fire

SUBJECT: REPAIR CONTRACT FOR MARINE 101 VESSEL

REQUEST: Request repair contract with Metalcraft Marine to refit and repair The fire boat for the fire dept. The estimated cost of the contract to Repair is $155,445.

COMMITTEE OF COUNCIL: W & M **DATE:** July 14, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Charleston Fire Dept.	☒	☐	[illegible]	☐
Procurement	☐	☐	[illegible]	☐

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

If yes, provide the following: **Dept./Div.:** 210000 **Account #:** 52415

Balance in Account 88,547.07 **Amount needed for this item** $155,445

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

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

CFO's Signature: [illegible] Deputy CFO for Tony Wharton, CFO

FISCAL IMPACT: Funding for this will be a part of a future budget amendment.

Mayor's Signature: [illegible]
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.

JOHN J TECKLENBURG
MAYOR

City of Charleston

South Carolina

Charleston Fire Department

DANIEL M CURIA
FIRE CHIEF

MEMORANDUM

To: Mayor John J. Tecklenburg
and City Council

From: Jason Krusen, Deputy Fire Chief

Subject: Marine 101 repair and refit

Date: July 6, 2020

The Charleston Fire Department is requesting the repair and refit of Marine 101 (fire boat). The estimated repair cost to the vessel is $155,445 and will be complete by the manufacturer, Metalcraft Marine to ensure quality of work to match the original design. This will be a sole source purchase due to the nature and extent of work to be performed. The vessel has significant damage to the hull requiring large sections to be replaced. The vessel has been out of service for several months leaving the largest fire boat unusable to the area.

During the repairs, the engines and fire pump will need to be removed to complete the work. Since the vessel was due for a major refit next year to engines and fire pump, based on use and age it was determined to be more cost effective to move the refit up one year while the units are being removed from the vessel for the repairs.

1451 KING ST. EXTENSION, CHARLESTON, SOUTH CAROLINA 29405 • PHONE (843) 720-1981• FAX (843) 720-3991

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Fire

PRODUCT: Repair of Marine 101 vessel

REQUISITION NUMBER: PR202718

VENDOR: Metalcraft Marine

DATE: July 5, 2020

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

The marine vessel (Marine 101) is a fire boat used by the fire department. It has significant repairs that need to be made.

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

The vessel is damaged and needs extensive repairs to the hull and other areas. It was determined that because of the extensive work to be completed it is best to return to the manufacturer for these repairs

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

The repairs need to be made by the manufacturer due to the magnitude of the work. The vessel has already been out of the water for 9 months and is in need of repair. By returning to the manufacturer the vessel will be fixed correctly and to the original manufacturer specifications.

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.

No, the vessel is already owned by the City, but is in need of significant work to the hull of the vessel

SIGNATURE _ TITLE __ Deputy Fire Chief

MetalCraft Marine

Date: July 2, 2020,

Agreement Between
City of Charleston, SC
145 King Street, Suite 104
Charleston, SC, 29401

and

MetalCraft Marine Inc. (MCM) (Builder)
347 Wellington Street
Kingston, ON K7K 6N7

This is an agreement to enter into a contract for the refit of the Charleston, SC,- MetalCraft Marine Firestorm 36. The boat's refit shall be constructed in accordance with the terms & conditions included herein. Any modification to this contract shall be done in writing with the acknowledgement of both parties on MCM's standard Design Change Form, sample enclosed.

ADDITIONAL DETAILS;

The parties agree that the contract will be subject to the laws of Ontario and South Carolina.

Contract Inclusions;

- Offer Cover Letter
- Specification
- Design Change Form
- Acceptance Document

Contract Conditions:

1) All construction is to United States Coast Guard (USCG) Code of Federal Regulations (CFR-46),

Sub-chapters applicable to Recreational Boating Safety Regulations, and the American Boat & Yachting Council Standards as applicable.

2) All electrical work as specified is supplied and installed and fully tested and conforms to American Bureau and Yachting Council, Marine Electrical Standard E-2.

3) All welding and vessel structure will comply with the American Bureau of Shipping standards for high speed aluminum vessels, Building & Classing of High Speed Aluminum Vessels 2011 or CWB 47.2 as applicable.

4) Purchase orders will be available for inspection. MCM reserves the right to select all parts and gear not specifically referenced in the specification. MCM shall build the boat according to the attached specification. The customer has full rights to request specific gear during the contract period with considerations for price adjustment and possible contract delays.

6) We approve the customers right of complete access to the vessel during normal hours or by prior arrangement.

7) Any and all changes to the contract or the specification will be documented on MCM's standard Design Change form, copy enclosed. All changes will require the owner or its representative's authorized signature prior to work commencing. Changes that require fixed cost estimates in advance of approval by the customer, will permit the builder to charge for his time and material in establishing the fixed cost estimate, as many estimates will require some engineering or engineering considerations. All DCR's will establish any resultant schedule changes.

8) The Parties agree that Time is of the essence. The builder shall do everything in its power to expedite all materials to the factory and maintain its production schedule. Any delays that are beyond the control of MetalCraft Marine shall be conveyed to the customer as soon as these are known.

Written information will be accepted by letter or headed e-mail. Phone numbers for questions are MCM 613-542-1810, Jason Kruzen 1(843)720-3053. E-mail addresses for questions are; MCM, (bob@metalcraftmarine.com) and for Charleston kruzenj@charleston-sc.gov. MCM is responsible for timely placement of Purchase Orders relating to the equipment specified.

9) MCM maintains a comprehensive Ship Builder's Risk insurance policy covering all aspects of the vessel, from commencement of construction. Our insurer is Travelers Insurance, of New York. Shipping insurance covers all aspects of loss and liability not covered by the licensed carriers of the vessel, including both trucking and transport by ship. The Ship Builder's Risk policy ends when the boat has been loaded upon its conveyance which meets the requirement of FOB.

10) The Warranty included is for one year on all new metalwork and equipment items.

11) The vessel will be trialed and accepted by the customer or customer's representative at the contractor's facility. This signed acceptance will be known as the Final Acceptance and indicates the customer or customer's representative has inspected the vessel and indicated by his/her signature that the vessel meets the specifications in all respects and is ready for shipment. Any deficiencies found by this inspection shall be rectified by the contractor at the contractor's expense and completed in a timely manner prior to handover of the vessel.

12) Payments based on submitted invoices and approved documentation shall be made within 10 days of submission of appropriate documentation. Final payment will be paid at delivery.

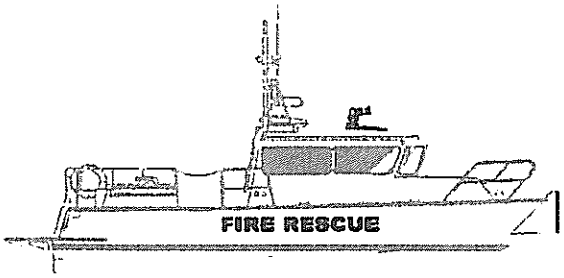
Contract Pricing and Terms:

Estimated price for refitted boat as per attached specification is, $ 155,445.00

Payment Terms:	Signing of Contract,	30%
	Completion of Paint work,	30%
	Ready for launch,	30%
	Final Acceptance at MetalCraft	10%

MetalCraft Marine Inc. Date:
Representative

Charleston Fire Department Date:
Representative



Date

Design Change Request

MCM Job #	
Customer 0 0 0	
DCR #	
DCR Cost	$ -
Revised Contract Value	

MetalCraft Marine Incorporated

347 Wellington St, Kingston, Ontario

Ph: 613-542-1810 Fax 613-542-6515

Extra work/change Requested by :	Ph:	Fax:

Costing:	Estimate ☐	Fixed Price ☐	Time & Material ☐	None ☐

Description of work to be done and costing details	
Sub-Total	$ -
Freight	
TOTAL	$ -

Reason for this change	
Impact to schedule (in working days): Added weight:	
Approved by Metalcraft Marine Incorporated	Dated
Approved by Customer	Dated

Hull # 536 | Charleston, SC FD | 2020-07-02

Louis Behrens | Boat Refurbishment

Charleston Hull Repair

#	Specification Description	Notes	Price $
A	Transit		$ 12,000.00
1		Charleston, SC to Kingston, ON	
B	Blast Bottom		$ 2,500.00
1		Blast - Chine down	
C	Equipment Removal		$ 20,250.00
1		Engines	
2		Jets	
3		Pump	
4		Fire piping	
5		Genset	
6		Shafts	
7		Strainers	
8		Cabin Furnature	
9		Cabin soft patch	
D	Bottom removal		$ 6,750.00
1		Cut bottom flat off from transon to BKHD 6.	$
2		Cut botttom plate off each side of bottom flat approx 10" up	$
3		Grind frames, bkhd's, longtl's to clean up	$
E	Cut Plate		$ 6,750.00
1		Bottom flat and missing side(s) plate	
F	Reweld Plate		$ 13,500.00
1		Reweld bottom flat, side plates and back into structure	
G	Reblast/Repaint		$ 10,000.00
1		Bottom - Chine down	
H	Reinstall Equipment		$ 20,250.00
1		Reinstall Equipment from C	
I	Test/Trial		$ 4,375.00
1		Run boat in water - crane, fuel, manpower, misc.	
J	Return Transit		$ 12,000.00
1		Kingston, ON to Charleston, SC	

#	Specification Description	Notes	
1	Inspections/Visits	2 visits/2 people/2 nights - flights, rooms, food	$ 5,500.00
2	Repair handrail	Port side at steps	$ 800.00
3	Re-bed windows	Possibly reuse old ones and simply clean up and rebed/new screws	$ 2,900.00
4	New seats	3 New Air Ride seats	$ 3,350.00
5	CFD has added a roof top AC unit - check both	Check both AC Units - original and roof top	$ 650.00
6	Console clean-up	Remove all switches, gauges, and controls. Reuse/buy new and rebed	$ 2,700.00
7	Review hookups to batteries	Some items on the boat have been added - possibly some incorrect wiring	$ 3,450.00
8	Review breaker panels and switches	Have a look at all breakers and panles - replace as see needed	$ -
9	Fire Monitor repair or New ?	Have a look at the monitors - replace as needed	$ -
10	New Fuel comp. hatch/soft patch	Vernon hatch has a broken pin, update with new hatch	$ 1,700.00
11	Misc. cracked hoses	Some hoses seem brittle - replace as needed, seawater, freshwater, ect.,	$ 5,750.00
12	Genset rebuild	Onan 5 KW, Model MDKBH-1208230 (assuming 750 hrs on Genset ?)	$ 6,200.00
13	New anodes	Current anodes have steel tabs	$ 820.00
14	Exhaust outlets - reseal/reweld	Possibly use old ones but need to inspect for corrosion on transom	$ 1,250.00
15	Fire pump refurbished	Remove fire pump and return to Hale	$ -
16	Main engines	Return to Cummins for review (estimate)	$ 5,000.00
17	Jets	Hamilton Jet (estimate)	$ 7,000.00
18			$ -
19			$ -
20			$ -
21			$ -
			$ -
			$ 155,445.00

MetalCraft Marine

INCORPORATED

☐ **Preliminary Acceptance** ☐ **Final Acceptance**

This document acknowledges that the boat bearing hull # _____ has been received and accepted in good order, and that the vessel owner(s) now take responsibility for proper operation and maintenance of this vessel.

_____, _____, _____

Print name Signature Date

On behalf of:

(Organization)

Notes if any;

R0 | 2018-03-05

583 Broadway St 1, Cape Vincent New York 13618 ◆ 347 Wellington Street Kingston Ontario K7K 6X7
www.metalcraftmarine.com
800 410 8464

3h.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matt Fountain **DEPT.** Stormwater

SUBJECT: REPAIRS AT CONCORD STREET PUMP 5 & 6

REQUEST: Approval for repairs of Pump 5 & 6 at Concord Street Pump Station From Salmons Dredging Corporation, 1884 Herbert St. North Charleston SC 29405.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 14, 2020

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

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

7/1/20

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

If yes, provide the following: Dept./Div.: Stormwater Mgmt Account #: 193010-53036

Balance in Account $68,320 Amount needed for this item $68,320.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Deputy CFO for Amy Wharton, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

Score-Sheet

Reserve Rescue Truck

Solicitation #20-P022R
June 17, 2020

Firm	Scores of Scorers				Total Score
Brindlee Mountain Fire Apparatus	Y	Y	Y		Y

Buyer — Date: 6/17/2020

Witness — Date: 6/17/20

BRINDLEE MOUNTAIN
FIRE APPARATUS, LLC

15410 US Highway 231
Union Grove, AL 35175

Toll Free: (866) 285-9305
Fax: (256) 498-0924

PRICING, WARRANTY and TECHNICAL PROPOSAL

20-P022R Reserve Rescue Truck

2012 Pierce Heavy Rescue

Price: $295,500.00 (Two Hundred Ninety-Five Thousand Five Hundred Dollars and no cents)

Included in Price:

- All items listed in Technical Proposal as being satisfied within our agreement with Buyer
- Delivery to Charleston, SC within the timeframe specified. November 2020
- Virtual or physical final inspection of the Apparatus upon completion of the project just prior to delivery.
- Warranty Terms listed below

Warranty Terms:

Apparatus will have a one (1) year warranty beginning with date of pick up. Warranty will cover any single component repair due to catastrophic failure in which the cost exceeds $3,000.00 (Three Thousand Dollars and no cents) unless repairs are due to operator error, equipment misuse, or substandard maintenance. Apparatus must be maintained to manufacturer's recommended standards or warranty is voided. Total warranty costs paid by Seller to Buyer in the one (1) year warranty period shall not exceed $15,000.00 (Fifteen Thousand dollars and no cents). Apparatus components are engine, transmission, pump, electrical system, axles, and body structure.

Payment and Title:

Buyer will submit a 25% down payment of the sales price at the execution of this sales agreement. Buyer will make payment in full to Seller prior to the release of Apparatus for pick up or delivery. Seller will provide title free of lien to Buyer following receipt of payment.

AN ORDINANCE

AUTHORIZING THE BORROWING BY THE CITY OF CHARLESTON, SOUTH CAROLINA OF NOT EXCEEDING $40,000,000 IN ANTICIPATION OF THE COLLECTION OF AD VALOREM TAXES AND LICENSE FEES FOR FISCAL YEAR 2020.

BE IT ORDAINED by the City Council of the City of Charleston, South Carolina (the ***"City"***), in meeting duly assembled:

ARTICLE I
AUTHORIZATION

Section 1.01 Constitutional and Statutory Authorization of Notes.

The City Council of the City (the ***"City Council"***), the governing body of the City, is authorized and empowered by Subsection 8 of Section 14 of Article X of the Constitution of the State of South Carolina 1895, as amended, and by Section 11-27-40(5) of the Code of Laws of South Carolina 1976, as amended (the ***"Enabling Act"***), to borrow in anticipation of the collection of ad valorem taxes and license fees.

Section 1.02 Tax Levy for 2020 Fiscal Year.

The City Council has authorized a tax levy against all taxable property located within the City to defray the cost of operating expenses of the City during the fiscal year commencing January 1, 2020, and ending December 31, 2020. It is anticipated that such tax levy, along with license fees, will raise not less than $126,456,210 and, until such revenues are received, it is necessary that the City Council authorize the borrowing of $40,000,000, in one or more series, in anticipation of the collection of such taxes and license fees in order to defray operating expenses of the City during the fiscal year commencing January 1, 2020.

ARTICLE II
ISSUANCE OF NOTES

Section 2.01 Authorization of Issuance of Notes.

Pursuant to the authorization cited above, in order to obtain funds to defray the costs of operating expenses of the City pending the receipt of ad valorem property taxes and license fees imposed for that purpose during the fiscal year commencing January 1, 2020, and ending December 31, 2020, the City shall borrow the sum of not exceeding $40,000,000, in one or more series, to be evidenced by the City of Charleston, South Carolina Tax Anticipation Notes, with the appropriate series designation (the ***"Notes"***).

Provided that the principal and interest on the Notes shall be payable on or before April 15, 2021, the maturity and redemption provisions of the Notes shall be determined by the Mayor.

Section 2.02 Form of Notes.

The Notes shall be issued, in one or more series from time to time, in the aggregate principal amount of not exceeding $40,000,000 and shall be in substantially the form attached hereto as ***Exhibit A***, with such necessary changes or appropriate variations, omissions and insertions as are incidental to the series, numbers, denominations, and registration and transfer provisions as are otherwise permitted or required by law or by this Ordinance. The Notes shall bear interest at the interest rates as named by the successful purchasers thereof. Interest on the Notes shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Notes shall be payable to the purchasers of the Notes at the office of the City. Unless otherwise determined by the Mayor, the City will act as paying agent for the Notes. The Notes shall be dated the date of their respective delivery and shall be numbered R-1.

Section 2.03 Sale of Notes.

Bids for the purchase of the Notes may be solicited pursuant to a Preliminary Official Statement or pursuant to a request for proposals, as shall be determined by the Mayor. The Mayor is authorized to set the date and time of the sale of the Notes and to award the Notes to the bidder offering to purchase the Notes at the lowest true interest cost to the City at a price of not less than par.

Section 2.04 Execution of Notes.

The Notes shall be executed in the name of the City by the Mayor and attested by the Clerk of City Council by their manual or facsimile signatures, and the seal of the City shall be impressed or reproduced on the Notes. Any signatures appearing on the Notes may be those of the officers who are in office on the date of the enactment of this Ordinance. The Notes shall be executed in respect of any manual or facsimile signature by the person or persons holding office when such Notes are ready for delivery. The execution of the Notes in this fashion shall be valid and effectual notwithstanding changes in the personnel of any of the above offices subsequent to their execution.

Section 2.05 Mutilated, Lost, Stolen or Destroyed Notes.

In the event any Note is mutilated, lost, stolen or destroyed, the City may execute a new Note of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Note, such mutilated Note shall first be surrendered to the City, and in the case of any lost, stolen or destroyed Note, there shall be first furnished to the City evidence of such loss, theft or destruction satisfactory to the City, together with indemnity satisfactory to it; provided that, in the case of a holder which is a bank or insurance company, the agreement of such bank or insurance company to indemnify shall be sufficient. In the event any such Note shall have matured, instead of issuing a duplicate Note, the City may pay the same without surrender thereof. The City may charge the holder of such Note with its reasonable fees and expenses in this connection.

Section 2.06 Registration and Transfer of Registered Notes; Persons Treated as Owners.

(a) Any Note issued in fully-registered form shall be transferable only upon the books of registry of the City, which shall be kept for that purpose at the office of the City, as Note registrar, by the registered owner thereof or by his attorney, duly authorized in writing, upon surrender thereof, together with

a written instrument of transfer satisfactory to the City, as Note registrar, duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any Note, the City shall issue, subject to the provisions of **Section 2.07** hereof, in the name of the transferee, a new Note of the same aggregate principal amount as the unpaid principal amount of the surrendered Note.

(b) Any holder of a Note in fully-registered form requesting any transfer shall pay any tax or other governmental charge required to be paid with respect thereto. As to any Note in fully-registered form, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal and interest of any Note in fully-registered form shall be made only to or upon the order of the registered holder thereof, or his duly authorized attorney, and the City shall not be affected by any notice to the contrary, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(c) If determined by the Mayor, the Notes may be issued under the DTC book-entry only system in the form of a single fully-registered note, registered in the name of Cede & Co.

Section 2.07 Exchange of Registered Notes.

The Notes issued in fully-registered form, upon surrender thereof at the office of the City, as Note registrar, with a written instrument of transfer satisfactory to the City, duly executed by the holder of the Notes or his duly authorized attorney, may, at the option of the holder of the Notes, and upon payment by such holder of any charges which the City may make as provided in **Section 2.08**, be exchanged for a principal amount of the Notes of any other authorized denomination equal to the unpaid principal amount of surrendered Note.

Section 2.08 Regulations with Respect to Exchanges and Transfer of Registered Notes.

In all cases in which the privilege of exchanging or transferring the Notes in fully-registered form is exercised, the City shall execute and deliver the Notes in accordance with the provisions of this Ordinance. The Notes in fully-registered form surrendered in any such exchanges or transfers shall forthwith be cancelled by the City. There shall be no charge to the holder of such Note for such exchange or transfer of the Notes in fully-registered form except that the City may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or transfer.

Section 2.09 Disposition of Proceeds of Sale of Notes.

Upon receipt of payment therefor, the proceeds of the Notes shall be remitted to the City and used to defray operating expenses of the City during fiscal year 2020, including interest on the Notes and costs of issuance of the Notes.

Section 2.10 Preliminary and Final Official Statements.

If the Notes are to be sold pursuant to a Preliminary Official Statement, the City Council hereby authorizes the Mayor and the Chief Financial Officer to cause to be prepared such a Preliminary Official Statement and to designate it "deemed final" for purposes of the Securities and Exchange Commission's Rule 15c2-12.

ARTICLE III
COVENANTS

Section 3.01 Pledge of Taxes and of the City's Full Faith, Credit, and Taxing Power; Investment of Taxes Collected.

For the payment of the Notes, both principal and interest, there are hereby pledged all moneys received from the tax levy described in **Section 1.02**, together with the full faith, credit, and taxing power of the City. Such taxes, when collected, shall be held by the City in a special fund and used solely for the repayment of the Notes. Pending such use, the taxes may be invested by the City pursuant to Section 6-5-10 of the Code of Laws of South Carolina, 1976, as amended.

Section 3.02 Performance of Covenants; Authority of the City.

The City covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Enabling Act, in this Ordinance, in the Notes executed and delivered hereunder and in all proceedings pertaining thereto. The City covenants that it is duly authorized under the Constitution and laws of the State of South Carolina to issue the Notes authorized hereby, to enact this Ordinance, and to pledge the taxes and license fees hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Notes and the enactment of this Ordinance has been duly and effectively taken; and that the Notes in the hands of the holders thereof are and will be valid and enforceable obligations of the City according to the import thereof.

Section 3.03 Continuing Disclosure.

Pursuant to Section 11-1-85 of the Code of Laws of South Carolina 1976, as amended, the City hereby covenants that it will file or cause to be filed with a central repository for availability in the secondary bond market when requested: (i) an annual independent audit of the City, within thirty (30) days of the City's receipt of the audit, and (ii) event specific information, within thirty (30) days of an event adversely affecting more than five percent (5%) of the City's revenue or tax base.

ARTICLE IV
DEFEASANCE

Section 4.01 Release of Ordinance.

(a) If the Notes issued pursuant to this Ordinance shall have been paid and discharged, then the obligations of the City under this Ordinance, the pledge of taxes and license fees made hereby, and all other rights granted hereby shall cease and determine. The Notes shall be deemed to have been paid and discharged within the meaning of this **Article IV** under each of the following circumstances:

(i) If a bank selected by the City as an escrow agent (the ***"Escrow Agent"***) shall hold, at the stated maturity of such Notes, in trust and irrevocably appropriated thereto, moneys for the full payment thereof; or

(ii) If default in the payment of the principal of such Notes or the interest thereon shall have occurred, and thereafter tender of such payment shall have been made, and the Escrow Agent shall hold, in trust and irrevocably appropriated thereto, sufficient moneys for the payment thereof to the date of the tender of such payment; or

(iii) If there shall have been deposited with the Escrow Agent either moneys in an amount which shall be sufficient, or direct general obligations of the United States of America, which are not subject to redemption by the issuer prior to the date of maturity of the Notes to be defeased, the principal of and interest on which, when due, will provide moneys which, together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay, when due, the principal and interest due and to become due on the Notes on the maturity thereof.

(b) In addition to the above requirements of paragraphs (a)(i), (a)(ii) or (a)(iii), in order for this Ordinance to be discharged, all other fees, expenses and charges of the Escrow Agent shall have been paid in full at such time.

Section 4.02 Deposit of Moneys.

Any moneys which at any time shall be deposited with the Escrow Agent by or on behalf of the City for the purpose of discharging any Note shall be and are hereby assigned, transferred and set over to the Escrow Agent in trust for the respective holders of such Note, and such moneys shall be and are hereby irrevocably appropriated to the discharge thereof. If, through lapse of time or otherwise, the holders of such Note shall no longer be entitled to enforce payment of their obligations, then, in such event, it shall be the duty of the Escrow Agent to transfer such funds to the City.

Section 4.03 Notice of Release of Ordinance.

The City covenants and agrees that any moneys which it shall deposit with the Escrow Agent shall be deemed to be deposited in accordance with, and subject to, the applicable provisions of this **Article IV**, and whenever it shall have elected to defease any Note, it will irrevocably bind and obligate itself to give notice of the defeasance thereof.

ARTICLE V
MISCELLANEOUS

Section 5.01 Federal Guarantee Prohibition.

The City shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the ***"Code"***), and regulations promulgated thereunder.

Section 5.02 Execution of Closing Documents and Certificates.

The Mayor, the Chief Financial Officer and the Clerk of City Council, acting jointly or individually, are each fully authorized and empowered to take such further action and to execute and deliver such closing documents as may be necessary and proper in order to complete the borrowing herein authorized and the action of such officers or any one or more of them in executing and delivering any of such documents, in such form as he, she or they shall approve, is hereby fully authorized.

Section 5.03 Benefits of Ordinance Limited to the City and Holders of the Notes.

With the exception of rights or benefits herein expressly conferred, nothing expressed or mentioned in or to be implied from this Ordinance or the Notes is intended or should be construed to confer upon or give to any person other than the City and the holders of the Notes, any legal or equitable right, remedy or claim under or by reason of or in respect to this Ordinance or any covenant, condition, stipulation, promise, agreement or provision herein contained. This Ordinance and all of the covenants, conditions, stipulations, promises, agreements and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the City and the holders from time to time of the Notes as herein and therein provided.

Section 5.04 Ordinance Binding Upon Successors or Assigns of the City.

All the terms, provisions, conditions, covenants, warranties and agreements contained in this Ordinance shall be binding upon the successors and assigns of the City and shall inure to the benefit of the holders of the Notes.

Section 5.05 No Personal Liability.

No recourse shall be had for the enforcement of any obligation, covenant, promise or agreement of the City contained in this Ordinance or the Notes, against any member of the City Council, any officer or employee, as such, in his or her individual capacity, past, present or future, of the City, either directly or through the City, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Ordinance and the Notes are solely corporate obligations, and that no personal liability whatsoever shall attach to, or be incurred by, any member, officer or employee as such, past, present or future, of the City, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the City and the holders of the Notes or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member, officer and employee is, by the enactment of this Ordinance and the execution of the Notes, and as a condition of, and as a part of the consideration for, the enactment of this Ordinance and the execution of the Notes, expressly waived and released. The immunity of members, officers and employees of the City under the provisions contained in this **Section 5.05** shall survive the termination of this Ordinance.

Section 5.06 Effect of Saturdays, Sundays and Legal Holidays.

Whenever this Ordinance requires any action to be taken on a Saturday, Sunday, legal holiday or bank holiday in the State of South Carolina, such action shall be taken on the first business day occurring thereafter. Whenever in this Ordinance the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, legal holiday or bank holiday, in the State of South Carolina, such time shall continue to run until midnight on the next succeeding business day.

Section 5.07 Partial Invalidity.

(a) If any one or more of the covenants or agreements or portions thereof provided in this Ordinance on the part of the City to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Ordinance and the invalidity thereof shall in no way affect the validity of the other

provisions of this Ordinance or of the Notes, but the holders of the Notes shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

(b) If any provisions of this Ordinance shall be held or deemed to be or shall, in fact, be inoperative or unenforceable or invalid as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable or invalid in any other case or circumstance, or of rendering any other provision or provisions herein contained inoperative or unenforceable or invalid to any extent whatever.

Section 5.08 Law and Place of Enforcement of the Ordinance.

This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina and all suits and actions arising out of this Ordinance shall be instituted in a court of competent jurisdiction in the State of South Carolina.

Section 5.09 Effect of Article and Section Headings.

The headings or titles of the several Articles and Sections hereof shall be solely for convenience of reference and shall not affect the meaning, construction, interpretation or effect of this Ordinance.

Section 5.10 Repeal of Inconsistent Ordinances and Resolutions.

All ordinances and resolutions of the City, and any part of any ordinance or resolution, inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section 5.11 Effectiveness of this Ordinance.

This Ordinance shall become effective upon its enactment.

Enacted this ____ day of _____, 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

First Reading: _____, 2020
Second Reading: _____, 2020

EXHIBIT A

STATE OF SOUTH CAROLINA
CITY OF CHARLESTON
TAX ANTICIPATION NOTE, SERIES 2020

No. R-1 $_____

FOR VALUE RECEIVED, the City of Charleston, South Carolina (the ***"City"***), a body politic and corporate and a municipal corporation of the State of South Carolina, promises to pay to _____, as registered owner hereof, or registered assigns, at the office of the City in Charleston, South Carolina, on [April 15], 2021, the sum of $_____, together with interest thereon at the rate of ___ % per annum.

This Note is in the aggregate principal amount of $_____ and is being issued pursuant to the provisions of Subsection 8 of Section 14 of Article X of the South Carolina Constitution and Section 11-27-40(5) of the Code of Laws of South Carolina 1976, as amended, and an ordinance duly enacted by the City Council of the City of Charleston on _____, 2020, in anticipation of the collection of ad valorem taxes levied upon all taxable property within the City and license fees collected by the City to defray the cost of operating expenses of the City for the fiscal year commencing January 1, 2020, and ending December 31, 2020, in order to raise moneys which shall be used for the same purposes for which the taxes are levied and license fees are collected.

This Note has been issued in fully-registered form, and all principal, interest, or other amounts due hereunder shall be payable only to the registered owner hereof. The principal of and interest on this Note, when due, shall be payable upon presentation and surrender of this Note at the City.

This Note is not subject to redemption prior to its stated maturity.

There are hereby pledged to the payment of this Note, both principal and interest when due, the ad valorem property taxes and license fees, together with the full faith, credit, and taxing power of the City, and the taxes and license fees, when collected by the City, shall be held in a special fund and used solely for the repayment of this Note.

This Note and the interest hereon are exempt from all state, county, municipal, school district, and all other taxes or assessments of the State of South Carolina, direct or indirect, general or special, whether imposed for the purpose of general revenue or otherwise, except inheritance, estate, transfer or certain franchise taxes.

All acts, conditions, and things required by the Constitution and Laws of the State of South Carolina to exist, to happen, and to be performed precedent to or in the issuance of this Note, exist, have happened, and have been done and performed in regular and due time, form, and manner, and the amount of this Note does not exceed any constitutional or statutory limitation thereon.

IN WITNESS WHEREOF, the City of Charleston, South Carolina has caused this Note to be executed in its name and under its Seal by the manual/facsimile signature of the Mayor and attested by the manual/facsimile signature of the City Clerk of the City, this ____ day of _____, 2020.

CITY OF CHARLESTON, SOUTH CAROLINA

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

I, the undersigned, Clerk of the City Council of the City of Charleston, South Carolina (the ***"City"***), DO HEREBY CERTIFY:

That the foregoing is a true, correct and verbatim copy of an Ordinance unanimously adopted by the said City Council, having been read at two duly called and regularly held meetings at which a quorum attended and remained throughout on each of _____, 2020 and _____, 2020.

That the said Ordinance is now in full force and effect and has not been modified, amended, repealed or rescinded.

IN WITNESS WHEREOF, I have hereunto set my Hand this ____ day of _____, 2020.

_____

Clerk of the City Council of the City of
Charleston, South Carolina

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most **DEPT.** Parks – Capital Projects

SUBJECT: REMOVAL OF THE JOHN C. CALHOUN STATUE IN MARION SQUARE PARK

REQUEST: Approval of a construction contract with Turner Construction for the Removal of the John C. Calhoun Statue in Marion Square Park. The contract includes Task 1 the removal of all bronze work and task 2, the removal of the stone column pedestal down to the 2nd tier base.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** July 14, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐		☐
Corporate Counsel	☐	☐		☒
Capital Projects Director	☐	☐		☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 900000-52206

Balance in Account $0 Amount needed for this item $136,637.00

Project Number CP

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Total cost to the City is $36,637.00, as $100,000.00 was donated for the removal of the Statue. Remaining funding will come from contingencies, as this is not a budgeted item.

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.

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Parks/Capital Projects

PRODUCT: Construction Contract Demo/Removal Services

VENDOR: Turner Construction

DATE: 6/23/20

1. Describe in detail the Emergency and impact to City operations.

In recent weeks, the Calhoun Statue was vandalized, and a number of arrests had to be made. It has been advised by City of Charleston public safety officials that the Calhoun statue should be removed from Marion Square as soon as possible to avoid further attacks on the statue.

Removing the statue as soon as possible is necessary to protect the citizens of the city of Charleston and also to avoid the statue and the property on which it is located from being damaged or destroyed.

2. Describe in detail the item affected and what corrective action needed.

The City is contracting with a qualified General Contractor whom has retained several subcontractors with specific roles to remove the John C. Calhoun Statue, bronze work and plaques with dignity and care ensuring there is no or little damage to items to be removed. The contractors will mobilize on site after the safety work zone has been established. After the main crane is in position, two support lifts will provide access at the appropriate locations 120 feet above ground. The statue will be properly rigged under the direction of a qualified Monument Consultant whom is familiar is the Statue has performed rehabilitative work on it 20 years ago.

The statue's bonded connection to the column base will be removed while it is fully supported by the main crane. Once released, it will placed on a custom made cradle with the assistance of a support crane. The cradle is constructed of wood and Styrofoam so they statue may lay horizontal to relieve any stress on bronze work. The statue will be strapped to the cradle and placed on the flatbed trailer all while under the direction of the Monument Consultant. It will be transported and carefully unloaded to a undisclosed, covered and secured warehouse facility not accessible to the public.

The plaques at the base of the statue will be removed while the statue is being transported for storage. The contractor will remove the four recessed large bronze plaques and the Palmetto artwork with care. Each one will be supported will a Lull style forklift and rigging while the existing surface mounted pins are removed. They will be loaded into a box truck and moved to the same secured warehouse facility all while under the direction of the Monument Consultant.

The Contractor will then begin to remove the tall granite column in sections utilizing the available cold joints in the granite work. These sections will be loaded onto a truck and shipped to a separate open air storage facility that is not accessible by the public. Only the granite column will be removed,

the larger granite base and pedestal in which the original bronze plaques were removed from will remain in place. The contractor will then de-mobilize from the site in the appropriate sequence.

3. What is the estimated cost and time to effect repair/replacement?

The labor and equipment associated with removal and transport of the Bronze Statue, bronze plaques and palmetto artwork at the base as identified as Task 1 in the construction contract – Not to Exceed a cost of $94,137.
The labor and equipment associated with removal and transport of the stone column as identified as Task 2 in the construction contract – Not to Exceed a cost of $42,500.

All work shall be completed by 12:00 am 6/25/2020

Requester Signature: _____ Title: Deputy Director_____

Approver Signature: _____ Title: Mayor_____

City of Charleston Contract for Professional Services

THIS CONTRACT, made this _____th day of _____, **2020** by and between:

The Owner: **City of Charleston**
Department of Housing
and Community Development
75 Calhoun Street, Suite 3200
Charleston, SC 29401

and the A/E: **Julia F. Martin Architects**
210 Rutledge Avenue, 2nd Floor
Charleston, SC 29403

WHEREAS, the Owner requires the delivery of professional design services, including, but not limited to the preparation of plans, specifications, studies and reports, hereinafter referred to as the "Services", for the following Project #: **1310** Project Name: **INFILL LOTS (3) PROJECT, CHARLESTON - SINGLE-FAMILY RESIDENTIAL**

(3) Residential Houses:
5 Porters Court TMS# 460-08-01-145
14 Porters Court TMS# 460-08-01-137
83 Hanover Street TMS# 459-05-04-124

WHEREAS, the A/E, whose SC Board of Architectural Examiners professional license is **Office License# (SC) 100387, Personal License# (SC) 6821**, is prepared and qualified to provide such Services.
NOW THEREFORE, the Owner and A/E agree to all of the following:

THE SERVICES required are set forth in the attached ***A/E's SUMMARY OF PROPOSED DESIGN SERVICES FOR 5 + 14 PORTERS COURT AND 83 HANOVER,*** **which was received via e-mail at the City of Charleston Department of Housing and Community Development on June 23, 2020** and is hereby incorporated into this Contract, and 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:

MILESTONE	SCHEDULE	PHASE FEE (%)
PHASE I–Conceptual Design + Feasibility Verification / Zoning	**2 – 3 months**	**$11,000.00 (100%)**
PHASE II-Design Development + B.A.R. Review	**1 – 2 months**	**$9,000.00 (100%)**
PHASE III-Construction Documents / Permitting	**1 – 2 months**	**$17,000.00 (100%**
	TOTAL:	**$37,000.00 (100%)**

The **CONTRACT SUM** payable to the A/E shall be:
☒ Lump Sum of **$37,000.00**
☐ Actual costs based on attached A/E's Hourly Rate & Reimbursable Schedule, Not-to-Exceed ..... $ XXXX.

REIMBURSABLES:
☐ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed..... **$ N/A**
☒ 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, Dept. Of HCD

BY: _____
John J. Tecklenburg
Mayor

A/E: Julia F. Martin Architects

BY: _____
(Signature of A/E Representative)

ATTACHMENTS

1. A/E's SUMMARY OF PROPOSED DESIGN SERVICES FOR 5 + 14 PORTERS COURT AND 83 HANOVER – by Julia F. Martin Architects.

Terms and Conditions of the City of Charleston
Professional Services Contract

ARTICLE 1 - GENERAL

A. The A/E agrees to provide professional services to the Owner as required by the Services requested by the Owner as set forth in the *A/E's SUMMARY OF PROPOSED DESIGN SERVICES FOR 5 + 14 PORTERS COURT AND 83 HANOVER* attached to this Contract and which is a part of this contract the same as if written herein.

B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract. The A/E covenants with the Owner to furnish its best skill and judgment and 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 performances under this Contract. The A/E shall not replace a designated representative except for good cause shown.

B. The A/E shall notify the Owner, in writing, of information necessary for the Owner to provide and shall give adequate notice to allow sufficient time to acquire such information.

C. The A/E shall provide all Services using persons, including the staff of A/E's Consultants and Additional Consultants, who are well-qualified and experienced in the work required. All Services shall be in accordance with the professional and technical standards of care applicable to professionals practicing in South Carolina.

D. 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.

E. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Such reliance requires that the 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.

F. The A/E shall be entitled to additional compensation if required to provide services beyond those services set forth in the attached A/E's Cost and Technical Proposal. The A/E shall be compensated for these Additional Services as agreed by both parties based on projected time and expense for the additional services subject to the attached Schedule of Hourly Rates.

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 *A/E's SUMMARY OF PROPOSED DESIGN SERVICES FOR 5 + 14 PORTERS COURT AND 83 HANOVER* 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

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.

ARTICLE 6 – DOCUMENTS

A. At the completion of the project, the A/E shall provide all contract documents, including Record Drawings, on a Computer Disk. Specifications shall be in Microsoft Word format and as-built 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. 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. Requests for payment for reimbursable expenses shall be in accordance with Chapter 4 of the *Manual for Planning and Execution of State Permanent Improvements Part II,* and shall be documented when submitted to the Owner.

E. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.

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.

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

A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.

B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of $1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

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 sub-contractor 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.

JULIA F MARTIN ARCHITECTS

210 RUTLEDGE AVENUE 2ND FLOOR · CHARLESTON, SC 29403
P 843.577.3275 WWW.[illegible]

SUMMARY OF PROPOSED DESIGN SERVICES FOR 5 + 14 PORTERS COURT AND 83 HANOVER
(approx. 1000sf Single Family Affordable Dwelling, Typ.)

ARCHITECT
Julia F. Martin Architects
210 Rutledge Avenue, 2nd Floor
Charleston, SC 29403
843.577.3275
Office License #: (SC) 100387
Personal License #: (SC) 6821

STRUCTURAL ENGINEER
Brian R. Wells, PE, LLC
843.514.1790
brian@wellsengineer.net

5 PORTERS COURT:

- Total Design Fee (including Structural Engineering): 12k
  - Conceptual Design + Feasibility Verification (incl. Zoning Review): 3.5k
  - Design Development + B.A.R. Review: 3.5k
  - Construction Documents | Bid Set + Structural Engineering (through permitting, & including limited assistance during construction): $5k
- Allowance for Reimbursables: ~~$400 (assuming no city review fees will be charged)~~
  - ~~$250 for professional printing~~
  - ~~$150 for in-house color printing~~

14 PORTERS COURT:

- Total Design Fee (including Structural Engineering): 12k
  - Conceptual Design + Feasibility Verification (incl. Zoning Review): 3.5k
  - Design Development + B.A.R. Review: 3.5k
  - Construction Documents | Bid Set + Structural Engineering (through permitting, & including limited assistance during construction): 5k
- Allowance for Reimbursables: ~~$400 (assuming no city review fees will be charged)~~
  - ~~$250 for professional printing~~
  - ~~$150 for in-house color printing~~

83 HANOVER STREET (flood zone, probable soil issues):

- Total Design Fee (including Structural Engineering): 13k
  - Conceptual Design + Feasibility Verification (incl. Zoning Review): 4k
  - Design Development: 2k
  - Construction Documents | Bid Set + Structural Engineering (through permitting, & including limited assistance during construction): $7k
- Allowance for Reimbursables: ~~$400 (assuming no city review fees will be charged)~~
  - ~~$250 for professional printing~~
  - ~~$150 for in-house color printing~~

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2020

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

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

PRODUCER
Turner Surety and Insurance Brokerage, Inc.
Mack-Cali Centre II
650 From Road - Suite 295
Paramus, NJ 07652

CONTACT NAME: TSIB
PHONE (A/C, No, Ext): 201-267-7500 FAX (A/C, No):
E-MAIL ADDRESS: Cascertrequest@tsibinc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Liberty Insurance Corporation	42404
INSURER C : ACE Property and Casualty Insurance Company	20699
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Turner Corporation
Turner Construction Company
3 Paragon Drive
Montvale, NJ 07645

COVERAGES **CERTIFICATE NUMBER:** XPQYA7SM **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		TB2-625-092815-049: Ea. Occ, Dam to Rent Prem, Pers & Adv Inj: $250k TL2-625-092815-089: Ea. Occ, Pers & Adv Inj: $4.75mm. Dam to Prem: $1.75mm Total Aggs at right	11/01/2019	11/01/2020	EACH OCCURRENCE	$ 5,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
							GENERAL AGGREGATE	$ 10,000,000
							PRODUCTS - COMP/OP AGG	$ 12,500,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	X		AS2-625-092815-019	11/01/2019	11/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X		G28175851 004	11/01/2019	11/01/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC5-625-092815-039 MA: WC7-625-092815-189 OH Comp. & Stop Gap: EW5-62N-092815-069 Ex Cov. over $250k SIR. EPL Limit $1M EPL./Stop-Gap: ND,WA,WV,WY	11/01/2019	11/01/2020	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
								$ $ $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LOCATION: SPO DIRECT FOR CITY OF CHARLESTON, 823 MEETING STREET, CHARLESTON, SC 29403
ADDITIONAL INSURED: CITY OF CHARLESTON

TURNER JOB #: 200650

CERTIFICATE HOLDER

CITY OF CHARLESTON
823 MEETING 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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
All persons or organizations as required by a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	**All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
All persons or organizations as required by a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.	**All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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Policy Number TB2-625-092815-049
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Person or Organization:
Where you are required to provide additional insured coverage on a primary and non-contributory basis by a written contract or agreement executed prior to loss

For any person or organization shown in the Schedule that is an additional insured on this policy, this insurance is primary to and will not seek contribution from any other insurance on which the additional insured is a named insured. However, this insurance is excess over any other insurance available to the additional insured on which it is also covered as an additional insured on a policy providing coverage for the same "occurrence", claim or "suit".

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in AK, KY and NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law.

Alabama, Arizona, Arkansas, Colorado, Delaware, Dist. Of Col, Georgia, Idaho, Illinois, Indiana, Kansas, Maine, Michigan, Minnesota, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Vermont, West Virginia
The premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

Connecticut, Florida, Iowa, Maryland, Nebraska
The premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

Louisiana
The premium charge is 2% of the total standard premium, subject to a minimum premium of $250 per policy.

Tennessee
The premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

Virginia
The premium charge is 5% of the total manual premium, subject to a minimum premium of $250 per policy.

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Wisconsin
The premium charge is 2% of the total manual premium plus EL Increased Limits, subject to a minimum premium of $50 per policy.

Issued by LM Insurance Corporation 27243

For attachment to Policy No. WC5-625-092815-039 Effective Date Premium $

Issued to The Turner Corporation

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