July 28, 2020
4:30 p.m.
Conference Call:
1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shahid

2. Approval of Minutes:

   June 23, 2020

3. Bids and Purchases

4. CARTA FY2021 Budget

5. Stormwater Management: Approval of professional services contract (20.78% MWBE participation) with WK Dickson & Co., Inc. for $498,070 for engineering and design services for drainage improvements in the Barberry Woods area of Johns Island. Funding for this will come from the Drainage Fund. 20.78 percent Minority Business Partnership.

6. Stormwater Management: Approval of a contract amendment with Davis & Floyd on the Market Street Drainage Project for $161,476 to provide preliminary engineering to upfit the Concord Pump Station for continued service. Stormwater Plan Reviews will experience significant delays without the extension and funding associated with this request. This contract amendment will be funded from the FY2020 Small Project Allocation as the pump station currently serves the Calhoun East and Market Street drainage basins and requires upfit to continue successful operation.

7. 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. ***(Previously approved, but with complete materials: Proposal for Perimeter Protection Analysis)***

8. **The Committee on Real Estate (Meeting was held on Monday, July 27, 2020 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)**

   a. Authorization for the Mayor to execute a Memorandum of Understanding and Agreement between the City of Charleston and Epic Center, LLC that to the extent possible, TIF bond proceeds and TIF revenue will be spent to fund the cost of public infrastructure improvements on property in an amount not less than an amount equivalent to the amount generated by property identified in the MOU. (Citadel Mall)

   b. Discussion about use and zoning re: LDC property at 2 Race Street *(Requested by Councilwoman Carol Jackson)*

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.

c. Request approval to accept the Rotary Club of Charleston's Gift of Statuary to complete the Rotary Fountain located at the corner of King and Calhoun Streets (a portion of 460-16-04-005)

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: Tom O'Brien **DEPT:** Public Service

SUBJECT: WORK DEBRIS MONITORING SERVICES

REQUEST: Approval to establish a contract for Work Debris Monitoring Services With Thompson Consulting Services, LLC, 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746. Solicitation #20-P014R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 28, 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	☐	☐		☐
Public Service	☒	☐	Thomas F O'Brien	☐
Procurement Director	☒	☐	[illegible]	☐

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

If yes, provide the following: Dept./Div.: 103/300000 Account #: N/A EVC

Balance in Account N/A Amount needed for this item N/A

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

NEED: Identify any critical time constraint(s).

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

FISCAL IMPACT:

N/A

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

Work Debris Monitoring Services

Solicitation #20-P014R
June 12, 2020

Firm	Scores of Scorers						Total Score
Rostan Solutions	81	85	95	90	70	80	501
Tetra Tech, Inc.	71	60	94	85	98	94	502
Thompson Consulting Svcs.	76	75	94	85	80	96	506
Will O'Brien's	71	70	83	77	68	79	448

Buyer — Date 6/12/20

Witness — Date 6/12/20

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND THOMPSON CONSULTING SERVICES, LLC FOR WORK DEBRIS MONITORING SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Thompson Consulting Services, LLC (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Work Debris Monitoring Services in accordance with Solicitation #20-P014R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P014R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Contractor's Cost Proposal

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

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

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

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

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

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

§4. WARRANTIES AND REPRESENTATIONS

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

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

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

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance

coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

To:	To:
City of Charleston	Thompson Consulting Services, LLC
John J. Tecklenburg	Jon Hoyle
Mayor	President
PO Box 304	1135 Townpark Avenue, Suite 2101
Charleston, SC 29402	Lake Mary, FL 32746

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of

Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

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

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

§23. NONDISCRIMINATION

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

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

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

_____
Name

Date: _____

_____
Jon Hoyle
President
Date: _____

_____
Name

Date: _____

EXHIBIT A

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

Proposal Number: 20-P014R	**Proposals will be received until:** April 29, 2020 @ 12:00pm
Proposal Title: Work Debris Monitoring Services	
Mailing Date: March 20, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ **Yes** ☐ **No** If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

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

IMPORTANT

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

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

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

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson no later than 1:00pm on April 8, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

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

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

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

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

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

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

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

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

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

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. DISPUTES

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

39. STATE AND LOCAL TAXES

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

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

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

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

40. INCORPORATION BY REFERENCE

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

41. PRIME CONTRACTOR RESPONSIBILITIES

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

42. OWNERSHIP OF MATERIAL

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

43. DRUG-FREE WORKPLACE

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

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

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

46. RECORDS RETENTION & RIGHT TO AUDIT

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

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

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

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

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

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

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

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

obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

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

NO PROPOSAL RESPONSE FORM

Proposal Number: 20-P014R	**Proposals will be received until:** April 29, 2020 @ 12:00pm
Proposal Title: Work Debris Monitoring Services	
Mailing Date: March 20, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

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

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

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

Comments: _____

_____

_____

Proposal Number: 20-P014R	**Proposals will be received until:** April 29, 2020 @ 12:00pm
Proposal Title: Work Debris Monitoring Services	
Mailing Date: March 20, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

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

Minority or Women-Owned Business:

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

☐ Yes ☐ No

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

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

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

Name of Company: _____

_____ Signature

_____ Date

_____ Print Name

_____ Title

_____ Witness

AFFIDAVIT A

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

Affidavit of _____
(Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:_____

Title: _____

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

Notary Seal:

References

Bidders must supply a minimum of ten (10) SC references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

GENERAL INFORMATION

The City of Charleston (City) seeks proposals from qualified vendors to provide **Work Debris Monitoring Services** for the City of Charleston.

PROCUREMENT PROCESS

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

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on April 8, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

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

PROPRIETARY INFORMATION

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

UNAUTHORIZED COMMUNICATIONS

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

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

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

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

SUSPENSION AND DEBARMENT

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

CONTRACT NEGOTIATIONS

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

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

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

PROPOSAL PREPARATION

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

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(April 29, 2020 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

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

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) Unbound Original and eight (8) Bound Copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

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

COMPLETION OF REPONSES

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

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

TERM OF CONTRACT

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

PROPOSAL FORMAT

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

a) All bid packages should be clearly marked **"20-P014R Work Debris Monitoring Services"** and **submitted in a sealed envelope.**

b) Technical and Price proposals should be submitted together; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal.

c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on April 29, 2020. Late proposals will not be accepted for any reason.**

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

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

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

h) Offerors should submit proposals in the following format:

1. **Title Page**: Should show the RFP's subject; the Offeror's name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. **Table of Contents**: Provide a Table of Contents to aid the evaluation of the proposal.

3. **Transmittal Letter**: Proposal should include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of "why" the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. **Detailed Proposal**: The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Pumper Trucks to the City in conformity with the requirements of this RFP.

   Offerors should address all the points outlined in the Criteria Factors.

PROPOSAL EVALUATION PROCESS

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

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

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

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

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

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

PROPOSAL EVALUATION CRITERIA FACTORS

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

Criteria Factors

- **Company History/Financial Stability**
- **Quality & Organization of Proposal Submission**
- **Experience/References (Prior Work History)**
- **Ability to Provide Services Requested**
- **Cost of Services**

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

SCOPE OF WORK

General

A. RESPONDENT shall provide disaster management, debris monitoring, and Public Assistance Program support services in order to assist the City of Charleston (City) with disaster recovery operations including monitoring the operations of the disaster debris removal and disposal contractor(s). The City shall provide a Debris Manager to work directly with the Debris Removal Contractor and the RESPONDENT. The City and/or its debris removal and disposal contractor shall provide debris management site(s) (DMS) for temporary storage and processing of storm debris.

B. The RESPONDENT is knowledgeable in Federal Emergency Management Agency (FEMA) and other applicable regulations, guidelines and operating policies. The RESPONDENT shall support the City in disaster recovery effort and shall be responsible for all aspects of the debris monitoring process. The RESPONDENT shall coordinate with the disaster debris removal Contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal that conform to FEMA guidelines.

C. The RESPONDENT shall oversee the debris removal and monitoring processes utilizing the following rules and regulations as guidance:
   - The Stafford Act, Section 407
   - The Stafford Act, Section 406
   - 44 CFR § 206.224
   - PA Program and Policy Guide FP104-009-2 / April 2018
   - FEMA 321, Public Assistance Policy Digest
   - FEMA 322, Public Assistance Guide
   - FEMA 325, Debris Management Guide
   - FEMA 327, Debris Monitoring Guide
   - FEMA Disaster Assistance Policy 9523.4, Demolition of Private Structures
   - FEMA Disaster Recovery Policy 9523.11, Hazardous Stump Extraction and Removal Eligibility
   - FEMA Disaster Recovery Policy 9523.12, Debris Operations – Hand Loaded Trucks and Trailers
   - FEMA Disaster Assistance Policy 9523.13, Debris Removal from Private Property
   - FEMA Disaster Assistance Policy 9526.1, Hazard Mitigation Under Section 406 of the Stafford Act
   - FEMA Disaster Specific Guidance – as Published specifically for this disaster declaration

D. At the request of the City, RESPONDENT shall provide pre-event assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. If requested by the City, RESPONDENT shall, at no cost to the City:

   - Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include cell phone numbers and e-mail addresses.
   - Participate in annual workshop or planning meetings with City representatives and debris removal contractor(s) to establish/review applicable policies and procedures.

E. The scope of services to be provided includes Debris Monitoring and Administration, Debris Assessment, Collection Monitoring, Load Ticket Processing, DMS monitoring, Debris Vehicle and Equipment Certification, Damage Complaint Tracking, Data Compilation and Reporting, Debris Contractor Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the City Debris Manager, Public Assistance and FEMA HMGP support and other related services as outlined in this Scope of Services and as directed by the City.

Debris Monitoring and Administration

A. The RESPONDENT shall appoint a qualified and experienced Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and available to the City at all times during the operational phases of the debris collection and disposal project. RESPONDENT shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites, debris management sites and/or final disposal sites. RESPONDENT shall remove and replace employees immediately upon notice from the City Debris Manager for conduct or actions not in keeping with the Agreement.

B. Examples of project management and administrative responsibilities include but are not limited to:

1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris assessment and removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and contractors. Meetings shall be scheduled so that they shall not impede, hinder nor delay the debris removal contractor(s) or debris removal operations.
2. Provide a daily report of debris removal contractor total loads, cubic yards collected by debris type, a map of streets where debris has been collected, and other key operational statistics to the City Debris Manager or designee.
3. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.
4. Hire, train, deploy and supervise all field collection monitors and staff.
5. Conduct debris surveys and perform debris estimation by debris types as requested by the City.
6. Maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.
7. Track and coordinate responses to problems identified in the field, citizen complaints related to debris removal, including commercial and/or residential property damage claims as a result of debris removal. RESPONDENT shall maintain, and make available to the City a detailed GIS database of customer complaints and resolutions.
8. Make all reasonable efforts to ensure that DMS have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS at the specified time established by the City.
9. Make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected.
10. Schedule work for all team members and sub-contractors on a daily basis.

11. Conduct inspections on a regular, predetermined and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.
12. Monitor the debris removal contractor(s) and DMS(s) for compliance with their contract with the City.
13. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris removal contractor(s), County, state and federal agencies.
14. Develop forms, databases, etc. for tracking field activities, and submitting invoices for reimbursement.
15. Set up schedules for monitors each day and coordinate cleanup crew assignments. Survey and maintain list of areas with special needs, including but not limited to, hazardous stumps, trees, hangers/leaners and debris types.
16. Prepare daily tracking reports to document debris removal, DMS operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris removal contractor invoices.
17. Compile records and assist the City with the preparation of required forms for reimbursement.
18. If requested by the City, provide call center operators to receive and process calls from customers with disaster debris collection concerns within the City.

Collection Monitoring

A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by collection monitors to assure debris eligibility. The RESPONDENT shall provide fully trained collection monitors to assure proper and compliant documentation protocols are instituted and followed.

B. The RESPONDENT shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every five monitors unless otherwise approved by the City. This team shall monitor the debris contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped by the RESPONDENT with the state-of-the-art technology, which shall include cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

C. The RESPONDENT shall establish a Quality Control Program. Examples of collection monitoring quality control tasks include, but are not limited to, the following:

1. Verifying that all debris picked up is a direct result of the disaster.
2. Accurately recording the addresses, streets and locations where debris was collected.
3. Verifying that the debris removal contractor(s) are working in their assigned collection areas and roads.
4. RESPONDENT shall stop work in progress immediately for improper monitoring documentation or work not being performed in the approved manner. The RESPONDENT shall immediately notify the City Debris Manager to review the matter and provide final resolution.
5. Inspecting work in progress to assure that removal efforts include debris of the proper type in the proper areas.

6. Assuring compliance with City contracts by all debris removal contractors and subcontractors.
7. Identifying eligible stumps, hangers and leaners. Coordinating with the City and federal/state representatives for eligibility determination and assure documentation (forms, photos, etc.) is completed for reimbursement purposes.
8. Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
9. Coordinating with the City to respond to problems in the field, such as property damage complaints, debris removal crew issues, other citizen complaints, etc.
10. Neither the services performed by the RESPONDENT under this Agreement nor the presence of RESPONDENT nor its employees and subcontractors at any site in performance of its services shall relieve debris removal contractor or their subcontractors, the City or any other entity of their obligations duties and responsibilities with respect to job site safety. RESPONDENT has no authority to exercise any control over the debris removal contractor or their subcontractors, the City or any other entity in connection with any health or safety precautions. City shall have no responsibility for, advice on, or to issue directions regarding or assume control over safety precautions and programs in connection with the services performed by debris removal contractor or their subcontractors or any other entity except to the extent relating to RESPONDENT's employees.

Automated Debris Management System (ADMS)

A. The electronic debris management system shall at a minimum create load tickets electronically eliminating the need for hand written and scanned tickets. The system features shall include the following:

1. Paperless electronic (handheld device) data collection
2. Database shall be internet accessible to subcontractors, City, state, and other public entities on a need to know basis.
3. Minimal manual entry of load ticket data fields.
4. Automation of debris pickup location through use of satellite / GPS technologies.
5. Evaluation of daily event status using web-based reporting and GIS tools.
6. Facilitation of contractor invoice reconciliation, FEMA documentation and applicant payment process enabled thru an integrated database management system.

Debris Management Site Monitoring

A. The RESPONDENT shall be capable of conducting pre- and post-use environmental monitoring of the temporary Debris Management Site (DMS) locations to detect environmental contamination of the DMS, present before use or after closeout of DMS operations, if requested by the City. (Note: This is a service typically performed by the debris removal contractor.)

B. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the RESPONDENT. The RESPONDENT shall assure that DMS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).

C. The RESPONDENT shall provide DMS monitors to observe debris unloading operations at the City's designated DMS(s). RESPONDENT will provide DMS monitors available 24 hours per day, seven days per week. The City will determine hours of operation. A minimum of two DMS monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the DMS to assure efficient traffic flow and proper handling of load tickets that document data for FEMA reimbursement (such as vehicle volume, type of debris, etc.). The RESPONDENT shall observe vehicles entering and exiting the DMS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, etc.). DMS monitors are expected to provide load quantifications consistent with FEMA monitors that may frequent the site.

D. The RESPONDENT's Project Manager or designee shall conduct field quality inspections to check and verify information on debris removal and at DMS locations throughout the City.

E. Examples of DMS monitoring tasks include but shall not be limited to:
   1. Keeping accurate records of debris vehicles, cubic yard volume quantifications, time in and out, number of loads per day and other data as requested by City.
   2. Coordinating with local, state and federal agencies as needed for DMS on issues such as notification, obtaining permits, determining reimbursement, etc.
   3. Providing preliminary assessment and documentation of DMS and assist in return of site to original conditions.
   4. Providing personnel to supervise the operation of DMS including monitoring incoming loads of debris, processing of debris and outgoing loads of processed debris.
   5. Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, and assuring that all vehicles have left the DMS.

Debris Vehicle & Equipment Certification

A. All debris hauling vehicles and equipment shall be measured and certified prior to performing debris removal. The RESPONDENT shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the RESPONDENT on behalf of the City and provided to the City upon their request or project completion. Additional copies shall be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS to assure that no vehicle modifications have been made and to confirm data accuracy.

B. The RESPONDENT shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The RESPONDENT shall complete a Vehicle Certification Form for each vehicle. The original Vehicle Certification Form shall be delivered to the City's Debris Manager or designee. The Vehicle Certification Form shall have the following information:

1. Vehicle make, model
2. Length
3. Width
4. Height
5. Volume in cubic yards
6. Weight in tons, if applicable
7. Tag number of vehicle
8. VIN number of vehicle
9. Vehicle type
10. Driver name
11. Sub-Contractor representative name
12. Certification monitor name certifying vehicle
13. Date
14. Vehicle certification number

C. When a certification monitor signs a vehicle certification, he or she is certifying that to the best of his or her knowledge and belief, the information is complete and correct. The certification monitor shall not sign or accept any partially completed information. The RESPONDENT's Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the City's Debris Manager or designee.

Private Property Debris Removal and Demolition (if required)

A. Authority - Sections 403(a)(3)(A) and 407 of the Stafford Act, 42 U.S.C. 5170(b) and 5173, respectively, provide FEMA authority to fund debris removal from private property provided that the State or local government arranges an unconditional authorization for removal of the debris, and agrees to indemnify the Federal government against any claims arising from the removal. Any State or local government that intends to seek reimbursement to remove debris from private property within a designated area shall, prior to the commencement of the work, submit a written request for reimbursement to, and receive approval from, the Federal Coordinating Officer (FCO). Specifics related to the request may be found in FEMA Disaster Assistance Policy 9523.13. The FCO must make the determination that such work is in the public interest (44 CFR 206.224). After receiving approval from the FCO, the State or local government may begin identifying properties and site-specific scopes of work for private property debris removal.

B. Private Property Debris Removal – The RESPONDENT shall make every reasonable effort to ensure that the debris removal contractor shall adhere to the documentation requirements of FEMA 325, Debris Management Guide, Chapter 4. The RESPONDENT shall assist the City in obtaining a signed Right-of-Entry and Hold Harmless (ROE/HH) agreement from each property owner where debris removal shall occur. The ROE/HH agreement shall also include notification and acknowledgement related to potential duplication of benefits related to insurance. The RESPONDENT shall take photos of each property to document its condition prior to the work and conduct a property-specific assessment to establish eligible items of work that present an immediate threat to public health and safety. The RESPONDENT shall take an additional photo to document the property's condition after conclusion of the debris removal process. Debris shall be quantified and monitored in the same manner as right-of-way debris once it leaves the private property location.

C. Demolition of Private Structures - The RESPONDENT shall make every reasonable effort to ensure that the debris removal contractor adheres to the documentation requirements of FEMA 325, Debris Management Guide, Chapter 4. The RESPONDENT shall follow the City's formal condemnation process as required. The RESPONDENT shall assist the City in getting a signed ROE/HH agreement from each property owner where demolition shall occur. The RESPONDENT shall take photos of each property prior to demolition to document the condition of the property prior to commencement of the work. The RESPONDENT shall take an additional photo to document the property's condition after the conclusion of the demolition and debris removal processes. The RESPONDENT shall assist the City with assessments or other certifications that the structures are determined to be unsafe or pose an immediate threat to the public, based on local ordinances or building codes. The RESPONDENT may assist the City with delivery of Notices of Demolition to available property owners. The RESPONDENT shall assist the City with Notices of Intent to Demolish to be placed on each property to be demolished. At the City's request, the RESPONDENT shall conduct an environmental review for designated properties to assess potentially hazardous waste streams.

Public Information Assistance

A. The RESPONDENT shall provide regular status updates, frequency determined by the City, to the City's Debris Manager for public information use.

B. The RESPONDENT shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the project management team to be resolved with the debris contractor(s). Upon request of the City, the RESPONDENT may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.

C. The RESPONDENT shall provide the City's Debris Manager and the debris contractor(s) with daily Disaster Debris Status Reports, in a format to be approved by the City. Each daily report shall contain the following:

1. Overview of daily activities including status of damage complaints
2. Cumulative debris totals by day
3. Summary of mulch removal efforts (cumulative and by debris site)
4. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)
5. Stump volume by site, if applicable

This reporting is due no later than 12:00 noon the following business day or as requested by the City.

Additional debris streams may be added on an as-needed basis.

D. The RESPONDENT shall track overall collection status and include with the Daily Reports.

Database Reporting

A. The RESPONDENT shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data into electronic formats to support federal, state and local reimbursements, and subsequent audits.

B. A single database shall be created by the RESPONDENT. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information,
2. Vehicle certification information,
3. Stump removal information,
4. Hanger removal data,
5. Leaner removal information.
6. Other debris removal information as required.

Payment Monitoring and Reconciliation Process

The RESPONDENT shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The RESPONDENT shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the City and debris removal contractor(s) representatives. All invoices from the debris removal contractor(s) shall be directed to the RESPONDENT. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the RESPONDENT to be accepted or rejected. The RESPONDENT shall notify the City and the debris contractor, the acceptance or rejection of the invoices. Once accepted invoices are reconciled the RESPONDENT shall submit a payment recommendation to the City. If the invoice is rejected, the monitoring RESPONDENT shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately.

Public Assistance Consulting Services

A. Federal Funding: RESPONDENT shall work on behalf of the City to provide applicable documentation, technical assistance, and negotiations required to maximize the eligible activities to be funded by the Public Assistance Program including, Categories A through G, 406 mitigation and the 404 (HMGP) Grant Programs awarded to the State. If authorized by the City, RESPONDENT shall provide consultation and Federal program expertise to identify all eligible activities for FEMA / Federal Funding to repair, restore, and mitigate the local public infrastructure impacted and vulnerable to the hazards of current and future incidents. RESPONDENT shall work with the State Level Grantee and FEMA to maximize the eligible Public Assistance recovery and HMGP mitigation activities and shall assist in identifying other federal or state level funding sources that may also be utilized such as the NRCS, HUD and USEPA and support with grant development and submittal.

B. Public Assistance consulting services may include, but not be limited to the following:
   1. Identification of eligible emergency and permanent work.
   2. Damage assessments.
   3. Immediate Needs Funding assistance.
   4. Project management and recovery workload prioritization.
   5. Loss Measurement and categorization.

6. Insurance evaluation, adjustment and settlement support services.
7. Project Worksheet development and review.
8. Quarterly reporting.
9. Federal and state reimbursement support.
10. Staff augmentation.
11. Inspection and Engineering support services.
12. Appeals services and negotiations.
13. Reconstruction and long-term infrastructure planning.
14. Grant development, review, and submittal.
15. Grant management.
16. Mitigation funding support and pursuit identification.

Vendor's Checklist

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

ADDENDUM #1 Q&A

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

DATE: April 21, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P014R – Work Debris Monitoring

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

Q-1 **Will the City also be issuing a Disaster Debris Removal RFP? If so, we would like to be included on the list to receive the RFP.**

A-1 The City has already issues an RFP and has received proposals.

Q-2 **Is the City open to negotiate the terms and conditions at the contract stage with the awarded Proposer/Contractor?**

A-2 The contract will be negotiated.

Q-3 **Should pricing be all inclusive or will any of the project expenses be billed to the City with no mark-up?**

A-3 Prices should be all inclusive.

Q-4 **Page 6, Notice to Proceed: Could the City clarify if performance and payment bonds are required? They are mentioned in this section, but nowhere else in the solicitation.**

A-4 The City is requiring a Performance Bond for this project from the awarded vendor.

Q-5 **Page 6, #28 – Insurance: Would the City be agreeable to have the final certificate of insurance issued 5 days after final contract is being negotiated? Would a conditional certificate be acceptable after the notice of award?**

A-5 The City is agreeable to the final certificate of insurance being issued 5 days prior to the execution of the contract.

Q-6 **Page 7, #29 - Indemnification: Would the City be agreeable to negotiating this section?**

A-6 No.

Q-7 **Page 13, #58 – Guarantees & Warranties: Would the City be agreeable to a 90-day warranty as that is consistent to the services being offered?**

A-7 Yes.

Q-8 **Page 25, References: The RFP states that bidders must submit ten (10) references from SC for services that were provided during the last three (3) years. Would the City be amenable to allowing bidders to provide references from outside SC?**

A-8 That is a typo. You are required to submit five (5) references. They do not have to be all in SC.

Q-9 **Page 39, Vendor Checklist: The Vendor Checklist mentions Pricing Sheets; however, there are no pricing sheets included in the RFP. Is there a formatted price schedule for all vendors to use or should we create our own as we see fit to address the needs of the scope?**

A-9 Pricing Sheet has been prepared and will be on our website.

Q-10 **You have requested a notary for three forms and nine hard copies to be provided by the April 29th due date. As we are following the President's and various Governors' Directives and keeping our people safe by working from home, we request that you eliminate the required for obtaining a notary and hard-copy delivery at this time for the proposal. I appreciate your attention to this matter during this national crisis.**

A-10 We can delay receipt of the forms being notarized; however, we will not accept electronic copies of the proposals. Hard copies are required per our policy.

Q-11 **The RFP shows a list of scoring criteria; however, no weights or points are allocated for each. Would the City please provide the weighted value of each criteria listed on page 30, in order to clarify how proposals will be scored?**

A-11 The weight values will not be provided.

Q-12 **Cost of Services is listed on page 30 as a scoring criteria. Would the City please provide a standardized hourly rate form, so that cost may be scored fairly across proposers?**

A-12 See A-9

Q-13 **Given the growing concerns with COVID-19 and the uncertainty of whether delivery services will be available in the coming weeks, we would like to ask whether the City would consider allowing proposals in response to this RFP to be submitted electronically, instead of hard copies? Additionally, the safety of both our employees and of those we serve are of upmost concern and we would like to minimize incoming/outgoing packages that may present a heightened risk of exposure to COVID-19.**

A-13 The City will not accept electronic proposals. The City is open and we are using precautions accepting all packages that come in to the City.

Q-14 **Given the current National Emergency addressing the COVID-19 pandemic, we request that the City consider the option of proposals to be delivered by means of electronic submission via the City's preferred digital delivery method. Many offices across the country, under which normal circumstances hard-copy production would take place, are mandated closed at this time.**

A-14 See A-13.

Q-15 **Page 39, Vendor's Checklist, Item 6 asks if pricing sheets have been included yet there are none provided in the RFP package. Does the City intend to furnish a rate sheet?**

A-15 See A-9.

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

_____ _____

Signature of Acknowledgement Date

_____

Company Name

20-P014R DEBRIS MONITORING and RECOVERY SERVICES COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the County at cost without mark-up.

POSITION	HOURLY RATE
Project Manager	$ _____
Operations Managers	$ _____
GIS Analyst	$ _____
Field Supervisors	$ _____
Debris Site/Tower Monitors	$ _____
Load Ticket Data Entry Clerks	$ _____
Billing/Invoice Analysts	$ _____
Project Assistants	$ _____
Field Coordinators (Crew Monitors)	$ _____

OTHER REQUIRED POSITIONS
Proposer may include other positions, with hourly rates, as needed.

POSITION	HOURLY RATE
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____
_____	$ _____

FIRM NAME: _____

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

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

ADDENDUM #2

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

DATE: April 21, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P014R – Work Debris Monitoring

This addendum #2 to the solicitation is being made for the following reasons:

The due date has been changed from April 29, 2020 to May 11, 2020. The time due will not change.

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

_____ _____
Signature of Acknowledgement Date

_____
Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

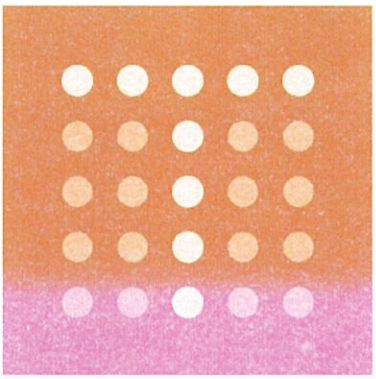
I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received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

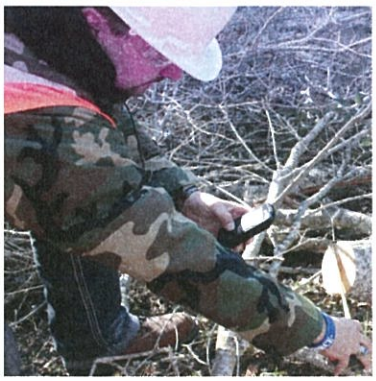
Required certificates should be mailed to:

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

EXHIBIT D

Electronic Copy





City of Charleston, South Carolina

Request for Proposal No. 20-P014R

WORK DEBRIS MONITORING SERVICES | TECHNICAL PROPOSAL

Opening Date/Time: May 11, 2020 | 12:00 PM

thompson
CONSULTING SERVICES

SECTION 1

TITLE PAGE

Solicitation

Proposal Number: 20-P014R

Work Debris Monitoring Services

Offeror's Name

Thompson Consulting Services, LLC

Point of Contact

Jon Hoyle, President

1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746

O: 407-792-0018 | C: 321-303-2543
jhoyle@thompsoncs.net

Date of Proposal

May 11, 2020 | 12:00 PM

SECTION 2

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City of Charleston, South Carolina

Proposal No. 20-P014R
Work Debris Monitoring Services

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[1] Thompson has submitted our Cost Proposal under separate cover as instructed in the RFP.

SECTION 3

TRANSMITTAL LETTER

May 11, 2020

City of Charleston
Attn: Purchasing Division
75 Calhoun Street, Suite 3500
Charleston, South Carolina 29401

RE: PROPOSAL NO: 20-P014R WORK DEBRIS MONITORING SERVICES

Dear Members of the Selection Committee,

Thompson Consulting Service, LLC (Thompson) along with our City of Charleston-based and certified Minority/Women Business Enterprise, partner Soil Consultants, Inc., is pleased to submit the enclosed proposal to provide the City of Charleston, South Carolina (City) with professional disaster debris removal monitoring services. Thompson is a full service emergency planning, response, disaster recovery and grant management consultancy. Our consultants have over 50 years of combined experience in supporting local and state agencies in response to tornadoes, hurricanes, floods, wildfires, earthquakes, ice storms, rock slides, oil spills and other natural disasters. Our approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to assist the City with disaster debris monitoring services for the following reasons:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT AND FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than $3.5 billion of debris removal funding on behalf of more than 250 local and state government agencies. Our staff's experience is unparalleled in the industry and provides assurance to the City that we will stand by our work from project inception to regulatory closeout and audit.

QUALIFICATIONS OF OUR STAFF: Thompson's staff of consultants is amongst the most educated, qualified, and dynamic in the industry. All of Thompson's staff has extensive experience with disaster recovery programs including both small and large scale debris removal programs, many involving the documentation of over 1,000,000 cubic yards. Our emergency response and disaster recovery experts have responded to some of the most devastating incidents to impact the United States in the last two decades. This experience means that the City can rest assured that its disaster reimbursement is in the hands of the industries most qualified professionals.

DELIVERY EFFICIENCY AND AUTOMATED DEBRIS MANAGEMENT SYSTEM: Thompson's debris removal monitoring experience includes the documentation of over 85 million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency through the use of our automated debris

management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data, such as employee credentialing, equipment barcoding, GPS coordinate, digital photography, etc. in the field and ensure accurate and timely reporting. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with "lower" hourly rates. TDMS has been routinely deployed on FEMA reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI).

VERSATILITY OF OUR TEAM: Thompson provides the City with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs that may be required following a disaster debris generating event:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. We will be able to deploy staff and resources within hours of receiving a notice to proceed from the City. Thompson is set-up to quickly adapt to the uncertain and changing needs of the City, this ability to rapidly respond to the needs of the City is of paramount importance.

LOCAL PREFERENCE FOR HIRING DEBRIS MONITORS: Following contract activation, Thompson will provide qualified City residents in need of work with the first opportunity to fill available temporary positions as debris monitors. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced Thompson supervisors. This effort will help residents earn a competitive wage and participate in the City's recovery effort with a meaningful contribution, ultimately turning FEMA funding over within the City's local businesses.

COMMITMENT TO SAFETY AND QUALITY: Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a safety and quality assurance team to each of its projects to ensure that certain safety and quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be extremely responsive to the City's disaster debris removal monitoring and management needs following a disaster incident. We understand the work to be undertaken, and stand prepared to guide the City through the debris removal and recovery process while working with the South Carolina Emergency Management Association (SCEMA)) and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to serve as the City's disaster debris removal monitoring and management provider and stand prepared to exceed the service expectations that the City has established. This proposal shall remain firm and irrevocable for ninety (90) calendar days.

Best regards,

THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

SECTION 4

DETAILED PROPOSAL

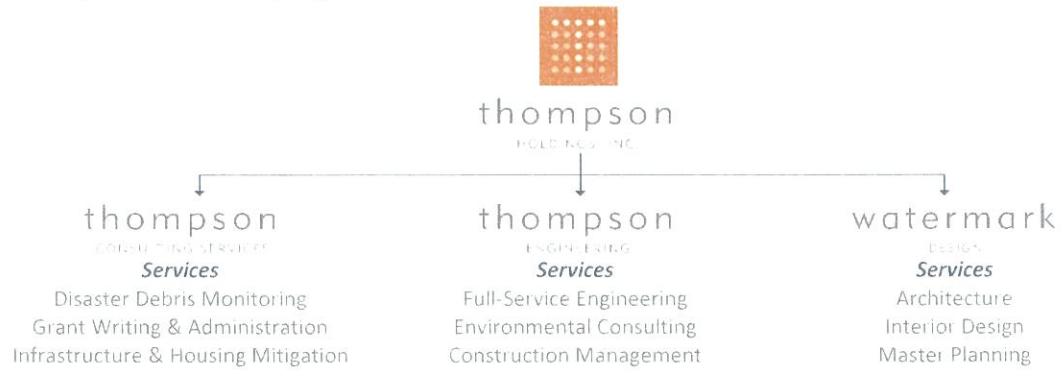
Background and Organization

Thompson Consulting Services, LLC is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100 percent client satisfaction can be traced back to 1953 when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

With more than 325 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Charleston, South Carolina (City).



Prior to the inception of Thompson Consulting Services in 2011, disaster debris monitoring and program management services have been provided by Thompson Engineering since 1979 following Hurricane Frederic. Since then our organization has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from

a variety of natural disasters. *Thompson Consulting Services was founded to focus solely on disaster preparedness, response and recovery service offerings.*

Firm Data Summary

Firm Name:	Thompson Consulting Services, LLC	
Address:	1135 Townpark Avenue, Suite 2101 Lake Mary, Florida 32746	
Telephone:	(407) 792-0018	
Fax:	(407) 878-7858	
Email:	info@thompsoncs.net	
Website:	www.thompsoncs.net	
Company / Ownership Type:	Limited Liability Company	
Year Established:	2011	
Former Name:	Thompson Engineering	
Year Est.:	1953	
Sate of Formation:	Delaware	
Federal ID No.:	45-2015453	
SAM No. / CAGE Code:	968677158 / 7NZ42	
E-Verify Company ID:	1111126	
Officers/Board of Managers:	Jon Hoyle, President Nate Counsell, Vice President Chad Brown, BOM	John H. Baker, III, BOM Michael Manning, BOM

Subcontractor / Minority / Women Business Enterprise Participation

SCI SOIL CONSULTANTS, INC.

Thompson is committed to supporting the City's Minority / Women Business Enterprise (M/WBE) Program. We have proudly partnered with City of Charleston based and certified M/WBE firm Soil Consultants, Inc. (SCI). Soil Consultants, Inc., founded in 1951, is a full-service geotechnical consulting firm providing construction materials engineering and testing services, non-destructive testing services, special inspection services, contract geotechnical and environmental drilling, and environmental consulting services. SCI's Charleston-based team includes geotechnical engineers, geologists, materials and nondestructive inspectors including certified welding inspectors, drillers, and administrative specialists.

Soil Consultants, Inc. brings a wealth of local knowledge to Thompson's proposed team, having served the City of Charleston for the last 69 years. SCI has a comprehensive understanding of environmental conditions thought the City and County as well as a working relationship with many City, County and State personnel. SCI maintains the following certifications, licenses and accreditations:

Table 4-1: SCI Certifications and Licenses

Agency	Certification	Certification Number	Expiration
City of Charleston	MWBE	02-050119-149	05/20/2024
Charleston County	SBE	032608-01-AE-033	03/26/2021

Agency	Certification	Certification Number	Expiration
Governor's Office of Small & Minority Business Contracting and Certification	WBE	201883	06/20/2023
South Carolina Department of Transportation (SCDOT)	DBE	none	01/28/2021
SCDOT	SBE	none	01/28/2021
South Carolina State Board of Registration for Professional Engineers and Surveyors	COA	124	03/31/2021
Municipality	**License**	**License Number**	**Expiration**
City of Charleston	Business	8369	12/31/2020
Charleston County	Business	LIC-1-20-222813	12/31/2020
Agency	**Accreditation**		**Expiration**
AASHTO resource	Quality Management System, Aggregate, Asphalt Mixture, Cement - Physical Tests, Concrete, Iron and Steel, Masonry, Rock, Slag Cement, Soil, and Sprayed Fire-Resistive Material,		Current – on-site audit in 2021
United State Army Corps of Engineers	Validated Laboratory - Aggregate, Bituminous, Concrete, Masonry, Metals, Rock, Soil, Sprayed Fire Resistive		05/03/2020 (renewal at USACE; delayed by Covid19)

Firm Qualifications and Experience

Our staff has monitored the federally reimbursed removal of over 85 million cubic yards of debris on behalf of over 250 different local and state government agencies across the United States.

Thompson has provided disaster response and recovery services since 1979 following Hurricane Frederic. Since then, our staff has supported over 250 federal, state and local government entities plan for and respond to a variety of disaster incidents, such as, tornadoes, hurricanes, floods, earthquakes, ice storms, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over 50 years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over 85 million cubic yards of debris and our clients successfully applying for and retaining more than $3.5 billion of federal grant funding for debris removal.

Our approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the South Carolina Emergency Management Association (SCEMA) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's consultants have performed debris monitoring and grant administration services for over 45 Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below.

Table 4-1 Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Michael (FEMA DR-4399, 4400)	2018	10	TBD	FEMA PA
Hurricane Florence (FEMA DR-4393, 4394)	2018	11	TBD	FEMA PA
Hurricane Maria (FEMA DR-4339)	2017	1	TBD	FEMA PA
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	$100,000,000	FEMA PA
Hurricane Harvey (FEMA DR-4332)	2017	6	$20,000,000	FEMA PA
Hurricane Matthew (FEMA DR-4283-86, 4291)	2016	17	$100,000,000	FEMA PA, FEMA HMGP
Louisiana Severe Flooding (FEMA DR-4277)	2015	2	$65,000,000	FEMA PA, FEMA HMGP
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	$750,000	FEMA PA
Alabama Severe Storms (FEMA DR-4176)	2014	4	$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)Moss	2014	6	$200,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	$2,000,000	FEMA PA, FHWA ER
Indiana Tornados (FEMA DR-4058)	2012	1	$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	$4,500,000	FEMA PA, FHWA ER
Alabama Tornados (FEMA DR-1971)	2011	3	$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Iowa Flooding (FEMA DR-1763)	2010	2	$1,640,325	FEMA PA, FEMA HMGP FHWA ER
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595	2005	3	$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Frances (FEMA DR-1545)	2004	1	$5,000,000	FEMA PA, FHWA ER
Hurricane Charley (FEMA DR-1539)	2004	3	$97,085,850	FEMA PA, FHWA ER

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

Debris Removal Programs Capability & Experience

Thompson's disaster response and recovery experts have real-world experience managing and supporting a variety of recovery programs and activities to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data

management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Services Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring. A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

FEMA Assistance Program Consultant Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Thompson recently assisted the South Carolina Department of Transportation with FEMA Public Assistance consulting services following a major ice storm in 2014 and more recent flooding event in 2015. This work has resulted in developing both small and large project worksheets totaling over $195,000,000 in disaster funding.

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than $3.5 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Department of Housing & Urban Development
  - Community Development Block Grant (CDBG)
  - HOME Investment Partnership Program
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Before, during and after a disaster incident our team can draw upon our knowledge and experience in working with a variety of funding sources to assist in developing and implementing a variety of recovery and mitigation programs.

Experience & Knowledge of Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Florida, Texas, Georgia, South Carolina, Virginia, Louisiana, Mississippi, and Alabama demonstrates Thompson's ability to comply with application requirements of the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPPG) which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive in nature, it is a sample of specific material which may shape the City's recovery. Our consultants understand the material

contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. Through past experience and lessons learned, we have been able to develop a fine tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever changing environment of debris monitoring and reimbursement assistance.

Past Performance

Record of Prior Successful Experience

Thompson has an exceptional record of performance on our previous and existing contracts. The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring.

In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management and FEMA reimbursement.

South Carolina Department of Transportation (SCDOT) — Feb 2014 – Mar 2017
Debris Removal Monitoring and Public Assistance Consulting — Dollar Quantity: $2,275,000+

Hurricane Matthew 2016: Following Hurricane Matthew, the SCDOT again activated Thompson to provide disaster debris removal monitoring and disaster recovery services in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. Thompson mobilized within 24 hours of

receiving a notice to proceed. Over 956,000 cubic yards of vegetative debris was collected from state-maintained roadways.

Severe Flooding 2015: South Carolina experienced severe storms and heavy rainfall which left multiple counties throughout the State flooded and in need of disaster assistance. Homeowners began removing damaged household items and piling debris along the right-of-way. SCDOT activated Thompson to guide and assist with response and recovery efforts. Thompson worked with the SCDOT to quickly establish debris removal operations along State maintained roadways and assisted in the development of a Mutual Aid Agreement for SCDOT to provide debris removal and monitoring services to participating counties along municipal roadways as well. Thompson performed monitoring services in 11 counties throughout the State and documented over 111,500 cubic yards of C&D debris, as well as 39.89 tons of unregulated E-Waste, 1,480 units of regulated E-Waste, 48.4 tons of HHW and 486 units of white goods. In addition, hundreds of roadways and bridges throughout the State were compromised from the flood waters and SCDOT has again sought the services of Thompson's FEMA Public Assistance professionals to assist in development of project worksheets.

Winter Storm Pax 2014: Winter Storm Pax coated an 18 county area in South Carolina with up to 1.5" of ice and generated widespread vegetative debris. The SCDOT activated its pre-event contract with Thompson to monitor a six county area in the eastern part of the state including, Horry, Georgetown, Williamsburg, Florence, Dillon, and Marion Counties. Thompson monitored, documented, and substantiated reimbursement for the removal of 1,200,000 cubic yards of debris and the removal of hazardous limbs from 175,000 hazardous trees by three debris removal contractors. Thompson also supported the SCDOT by providing Federal Emergency Management Agency (FEMA) Public Assistance, Category A and B consulting services, overseeing the preparation of more than 115 large Project Worksheets on behalf of SCDOT and recovering more than $155,000,000 in funding.

Horry County, South Carolina — October 2016 – February 2017

Hurricane Florence Debris Removal Monitoring — Debris Quantity: 8,450 Tons

Summary: Horry County experienced widespread flooding throughout the eastern portion of the County following Hurricane Florence. Heavy rains caused flooding lasting weeks beyond the initial hurricane impact, damaging more than 1,500 homes which generated over 8,000 tons of construction and demolition (C&D) debris. Thompson coordinated with County leadership and the contracted debris hauler to assist with public information campaigns and to facilitate an efficient debris removal operation involving the County as well as local municipalities.

City of Fort Lauderdale, Florida — September – December 2017

Hurricane Irma Disaster Debris Removal Monitoring / PPDR — Debris Quantity: 460,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.

In advance of Hurricane Irma, the City activated Thompson's contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 460,000 cubic

yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10 foot piles of sand covering the iconic the Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

Carteret County, North Carolina — Sept 2018 – Feb 2019

Hurricane Florence Debris Removal Monitoring — Debris Quantity: 1,400,000 CY

Summary: Hurricane Florence was a powerful hurricane that caused catastrophic damage in the Carolinas in September 2018. Following the safe passage of the storm, Thompson immediately responded to Carteret County to begin coordinating with the County on establishing and implementing monitoring debris disposal operations at temporary debris management site locations as well a citizen drop-off sites. Overall, Thompson provided debris disposal monitoring at 15 sites throughout the County and documented the disposal of over 1,150,000 cubic yards of vegetative debris and 180,000 cubic yards of construction and demolition (C&D) debris. Thompson also monitored grinding and compacting activities resulting in over 280,000 cubic yards of mulch and 170,000 cubic yards of compacted C&D.

City of Daytona Beach, Florida — October 2016 – March 2017

Debris Removal Monitoring & FEMA Grant Management Support — Debris Quantity: 330,000 CY

Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 117,077 cubic yards of debris, completing operations in less than three months.

Hurricane Matthew: Thompson assisted the City of Daytona Beach with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Overall, Thompson monitored, documented, and substantiated reimbursement for the removal of 330,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review the City's documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with Daytona Beach.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

Leon County, Florida — October 2018 – January 2019

Hurricane Michael Debris Removal Monitoring — Debris Quantity: 900,000 CY

Summary: In anticipation of widespread storm damage from Hurricane Michael, Leon County activated its storm-related debris collection efforts days before the storm. This included activating the County's stand-by debris hauling contractor and Thompson for debris removal monitoring services. Even with the majority of the County still without power, Thompson worked diligently to recruit local residents to serve as debris removal monitors so that debris removal operations could begin as quickly as safely possible.

Thompson and the County's debris removal hauler worked closely with the County and the City of Tallahassee to conduct debris removal operations, as the City was simultaneously running a debris removal program as well. Thompson provided enhanced GIS support to assist in managing this effort and coordination between the two applicants.

The County also required the use of Thompson's drone and aerial imaging capabilities to perform pile volume measurements at various temporary debris management sites. Ultimately, Thompson monitored and substantiated the removal of over 900,000 cubic yard of debris from County right-of-way (ROW) and the removal of over 57,000 hazardous limbs, and 2,000 hazardous trees throughout the County.

Chatham County, Georgia — October 2016 – March 2017

Hurricane Matthew Disaster Debris Removal Monitoring / PPDR — Debris Quantity: 1,600,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with Chatham County, GA for over four years prior to being activated following Hurricane Matthew in October of 2016. During that time, Thompson performed annual debris training and disaster response process reviews with the County in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond to a, historically and, statistically rare direct hurricane impact to the coast of Georgia.

While Hurricane Matthew worked its way up the Atlantic Coast, Thompson deployed a response team to the County 72 hours prior to receiving a notice to proceed in anticipation of a contract activation. In the aftermath of the hurricane, the County activated Thompson's contract and we began debris operations immediately with over 75 field staff ready due to our diligent planning and pre-deployment of resources. To date Thompson has monitored the removal of over 1,600,000 cubic yards of vegetative debris, as well as the removal of hazardous limbs from 16,000 trees and the complete removal of over 900 hazardous leaning trees. In addition, Thompson has worked closely with the County and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of over 200,000 cubic yards from private property and gated communities.

Lee County, Florida — September 2017 – March 2018

Hurricane Irma Disaster Debris Removal Monitoring — Debris Quantity: 2,319,784 CY

Summary: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and worked closely with the County's debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2 million cubic yard of debris from County ROW, and performed special debris removal programs including a commercial, parks, and utilities ROW removal monitoring. Thomson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

Solid Waste Authority of Palm Beach County, Florida — October 2016 – May 2017

Debris Removal Monitoring & FEMA Grant Management Support — Debris Quantity: 2,300,000 CY

Summary: In preparation for the potential impacts of Hurricane Irma, a strong Category 4 hurricane, the Solid Waste Authority of Palm Beach County (SWA) activated its stand-by debris removal monitoring contract with Thompson. Following the passing of the storm and the allowance for safe reentry into the County, Thompson quickly mobilized to begin documenting debris removal efforts throughout the County.

Thompson utilized its Automated Debris Management System (ADMS), and was tasked with providing debris collection monitoring of six (6) prime disaster and franchise waste debris removal contractors. In addition, Thompson managed the quantification of debris disposal at eight (8) temporary debris management sites and five (5) recycling facilities and landfills. As part of this mission, Thompson quantified the receipt of debris from over 40 municipalities, state, and county agencies. Thompson utilized its ADMS to coordinate the collection and disposal of debris with three (3) different collection monitoring/QA firms representing multiple municipalities participating in the effort. The mission ultimately tracked and quantified the disposal, reduction method, and final disposal location of over 2.3 million cubic yards of debris. Thompson's ADMS was critical in tracking debris collection from multiple locations, various reduction and recycling methods, and multiple final disposition facilities. Thompson also provided daily dash board reporting to SWA and stakeholder agencies in order to report project progress.

Volusia County, Florida — September – December 2017

Disaster Debris Removal Monitoring & Contractor Procurement — Debris Quantity: 858,138 CY

Hurricane Irma: Thompson provided debris monitoring and public assistance consulting services to Volusia County following Hurricane Irma. In total, Thompson monitored the removal of over 850,000 cubic yards of debris and over 12,000 hazardous leaning trees, hanging limbs and stumps. This project included coordination with two different debris contractors and required monitoring at four debris management sites and three disposal sites. Thompson also provided FEMA Public Assistance Consulting services and expects the County to recover approximately $30 million in reimbursement for Hurricane Irma related costs.

Debris Management Contract Procurement: Thompson assisted the County in preparing procurement documents for disaster debris removal and disposal services. Thompson has aided in reviewing scope of work requirements as well as pricing configurations for the request of proposal package/solicitation. Following open solicitation, Thompson assisted the County in reviewing each proposal response and providing the County with an "apples to apples" comparison of the submissions.

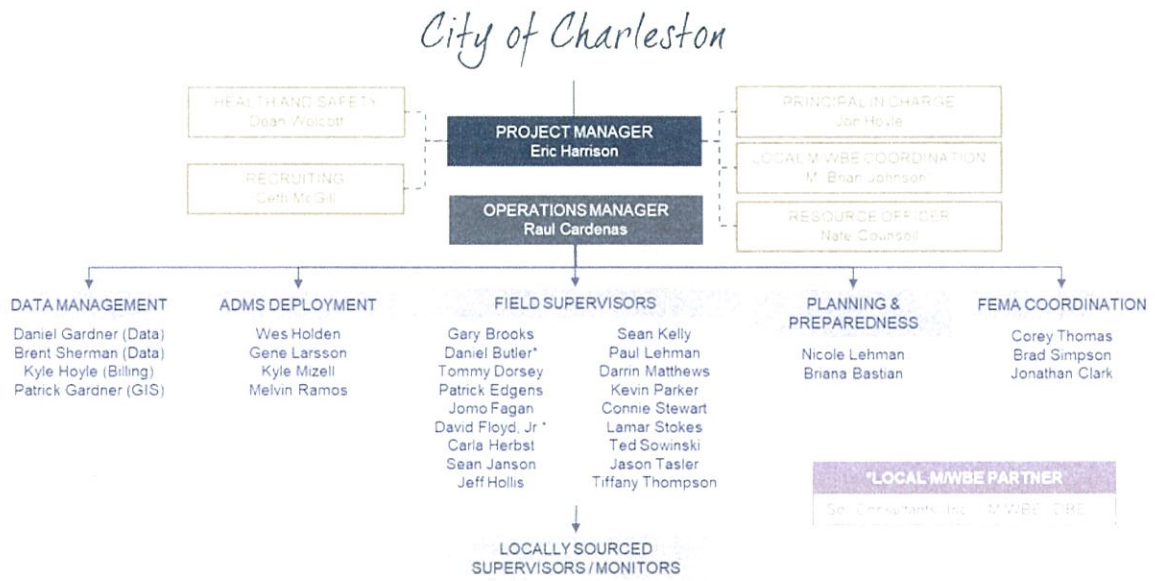
Disaster Debris Management Plan (DDMP) Update: Following Hurricane Irma, the County selected Thompson to perform an update to their existing DDMP. Thompson provided the County with an updated plan in accordance with current FEMA Public Assistance Policy and Procedures guidance. This also included revamping the County's debris collection and removal strategy and documentation on debris management sites (DMS).

Staff Qualifications and Experience

Proposed Project Organization, Management and Qualifications

Thompson is committed to staffing the City's disaster debris removal monitoring services project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events. The following organizational chart graphically presents Thompson's proposed project staffing and key personnel. Because the City's needs and Thompson's staff obligations may change over time, Thompson will routinely update the City on the status and availability of the key personnel proposed, should they change.

Figure 4-1: Organizational Chart



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over thirteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 75 projects under contracts that total over $1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

ERIC HARRISON will serve as a Project Manager for the City and ensure project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Harrison will also ensure project operations have the staff and resources necessary to remain on track, on schedule and on budget. Mr. Harrison has over twelve years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the United States.

RAUL CARDENAS will serve as the Operations Manager for the City to oversee day-to-day operations of the project and will also work closely with the City's debris hauler to coordinate crew requirements and scheduling. Mr. Cardenas has over a decade of experience managing large scale debris removal programs. Mr. Cardenas's recent experience includes managing a 500,000 cubic yard tree trimming and debris removal operation in Marion County, South Carolina for the Department of Transportation; serving as operations manager for Chatham County, Georgia following Hurricane Matthew resulting in the documentation of over 1.6 million cubic yards, and recently overseeing debris removal monitoring operations for Aransas County, Texas following Hurricane Harvey.

DANNY GARDNER Mr. Gardner will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

NICOLE LEHMAN will serve as the Planning and Preparedness lead for the City. Ms. Counsell has eleven years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures and regulations involved in successfully running disaster debris management operations. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm. Recently Ms. Counsell served as the Project Manager for the City of Fort Lauderdale debris mission following Hurricane Irma. In addition, Ms. Counsell provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

COREY THOMAS will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Since 2009, Mr. Thomas has worked with state and local agencies throughout the United States to recover millions of dollars of disaster expenditures. Mr. Thomas managed the FEMA PA reimbursement for multiple applicants in New York and New Jersey following Hurricane Sandy. He supported the South Carolina Department of Transportation recovery of over $195,000,000 in FEMA funding following two disaster incidents, and recently assisted applicants in Florida and Georgia following Hurricanes Matthew, Irma and Michael.

PATRICK GARDNER Mr. Gardner will provide GIS and mapping support to the City. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft (drone) and will be able to assist the City in conducting damage assessments as well as visual progress inspections with aerial photography captured through drone footage.

WES HOLDEN Mr. Holden has thirteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

The following tables further summarize the background and experience of our key personnel, outlines our staff's extensive experience managing and monitoring more than 1,000,000 cubic yards on behalf of local and state governments.

Personnel resumes have also been included in the subsequent pages of this response.

Table 4-3 Summary of Project Team Experience

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Jon M. Hoyle, Principal in Charge		
MBA – Finance/Management 13 Years of experience	– Puerto Rico DOT – 460,000 CY – Georgia DOT – 180,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY – Chambers County, TX – 500,000 CY – Norman, OK – 750,000 CY – Springfield, MO – 1,448,539 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Nate Counsell, Principal in Charge		
MBA – Finance/Management 13 Years of experience	– SWA Palm Beach County – 2,300,000 CY – Baton Rouge, LA – 1,800,000 CY – Chatham Co, GAA – 1,400,000 CY – South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY – Amherst, NY – 800,000 CY – Miami-Dade County, FL – 3,000,000 CY – Escambia County, FL – 7,681,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Eric Harrison, Project Manager		
MS – Electronics Engineering 12 Years of experience	– Volusia County, FL – 850,000 CY – St. Augustine, FL – 83,000 CY – Baton Rouge, LA – 1,800,000 CY – Daytona Beach, FL – 330,000 CY – South Carolina DOT – 3,000,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY – Pembroke Pines, FL – 800,000 CY – Tonawanda, NY – 200,000 CY – Greene County, MO – 545,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Raul Cardenas, Operations Manager		
11 Years of experience	– Aransas Co, TX – 2,000,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 1,200,000 CY – Virginia DOT – 500,000 CY – Broward County, FL – 1,800,000 CY – Florida DOT – 1,000,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Recycling (DMS site separation)
Danny Gardner, Data Manager		
MBA – Finance/Management 8 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Alabama Tornados – $25,000,000 – Hurricane Ike – $445,000,000	– ADMS Implementation – Demolitions/ROE Program Design – Debris Project Formulation – Debris Data Management – Debris Document Management – Debris Removal Invoice Management – Debris Closeout Audit Support
Nicole Lehman, Planning and Preparedness		
BA – Psychology & Spanish 9 Years of experience	– Puerto Rico DOT – 400,000 CY – Fort Lauderdale, FL – 460,000 CY – St. Augustine, FL – 83,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
	– Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL - 330,000 CY – Georgetown County, SC – 100,000 CY – Virginia DOT – 500,000 CY – Galveston County, TX – 1,700,000 CY – City of Galveston, TX 1,700,000 CY – New Orleans, LA - 1,000,000 CY – Norman, OK – 750,000 CY	– DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Corey Thomas, FEMA Coordination		
MBA – Finance/Management 8 Years of experience	– SWA Palm Beach Co – 2,300,000 CY – Baton Rouge, LA – 1,800,000 CY – Georgia DOT – 180,000 CY – South Carolina DOT – $195,000,000 – Alabama Tornados – $25,000,000 – Iowa Flooding – $1,640,325 – South Dakota Winter Storms – $60,000,000 – Hurricane Alex – $3,500,000 – Hurricane Ike – $445,000,000	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – Private Property Debris Removal Demolitions/ROE Program Design – Debris Project Formulation – Debris Removal Invoice Management – Debris Closeout Audit Support – Debris Appeals Assistance
Patrick Gardner, GIS / Environmental		
MS – Fisheries and Aquatic Sciences BS – Marine Science 5 Years of experience	– Gadsden County, FL – 1,800,000 CY – SWA Palm Beach County, FL – 2,000,000 CY – Fort Lauderdale, FL – 400,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY	– ADMS Implementation – Private Property Debris Removal – Leaners, Hangers, and Stumps – Beach Restoration – Debris Data Management – Debris Document Management – Waterways Debris Removal – Hazardous Materials – Household Hazardous Waste
Wes Holden, ADMS Deployment		
BS – Mgmt. Info. Systems 13 Years of experience	– Gadsden County, FL – 1,800,000 CY – Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Houston , TX – 4,500,000 CY – New Orleans, LA – 1,000,000 CY – Harris County, TX – 2,500,000 CY – Baytown, TX – 1,000,000 CY – Charlotte County, FL – 1,870,669 CY	– ADMS Implementation – Private Property Debris Removal – Leaners, Hangers, and Stumps – Debris Data Management – Debris Document Management – Waterways Debris Removal – Hazardous Materials – Household Hazardous Waste – Recycling

Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full time and on-call disaster debris monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have extensive experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill all temporary debris monitoring positions with the City's qualified residents in need of work. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris

removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

Capacity to Perform Services

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over 325 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	100	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

Thompson provides the City with access to a unique combination of experience, services, resources and personnel through our family of companies. With 24 corporate and satellite offices scattered throughout the southeast, Thompson has the resources and capabilities to support the City's disaster debris removal monitoring needs. *In addition to our full-time roster, Thompson maintains a network of more than 150 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors.*

Thompson also maintains the necessary resources, field equipment, and access to capital to operate with complete self-sufficiency if activated by the City. Thompson has successfully provided disaster recovery services to our clients over the years. On past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. The following items are supplied to field personnel prior to mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- Communication Device: Cell phones, and/or radios are provided to our field personnel based upon the project needs.
- Laptops and Portable Printers / Scanners / Copiers: These items are provided to Thompson management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

In addition, Thompson's command center is a Category 5 hurricane rated building. The structure is self-contained utilizing a Generac 100kW generator that is powered by natural gas. Thompson servers automatically revert to this power backup system seamlessly with no loss of power when an outage occurs. This enables our employees to continue to work and respond quickly to our clients in a disaster event. A listing of our office and field equipment is shown in the following table.

Table 4.1 Available Resources and Field Equipment

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	24	Full Time Employees	350
ADMS Sets	1,300	Stand-by Disaster Recovery Employees	1,650
Computer – Desktop Station	125	Printers / Copier – Color Laser	50
Computer – Laptop	200	Printers – Black and White Laser	20
Air Card	18	Printer / Copier / Scanner / Fax– Portable	5
MiFi Access Point	45	Digital Cameras	100
Communication – Cell Phones	213	Handheld GPS Units	100
Communication – Radios	83	Boats (12' to 22')	6
Communication – Desktop Phones	350	Trucks	125
Printers – Wide Format Plotters	12	Trailers (8' to 48' – open and enclosed)	15

Technical Approach

Thompson's approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the South Carolina Emergency Management Association (SCEMA) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program. Thompson agrees to meet the minimum requirements specified in the Request for Proposals as outlined below and is prepared to exceed the service expectations of the City.

Thompson's Automated Debris Management System (ADMS)

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. TDMS has also been evaluated and proven to meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). *Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.*

TDMS has been field proven on multiple large scale recovery operations. In 2017, when Hurricane Harvey and Hurricane Irma made landfall 20 within two weeks of each other, Thompson simultaneously ran project operations in Texas and Florida, covering over 53 client activations. In 2016, when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty-five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and

the South Carolina Department of Transportation activated Thompson in seven (7) counties. At our peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations by ten contractors working in a forty-three (43) county/parish area across six (6) states.

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since 2012. The following list includes the disaster incident and the number of handheld units deployed.

- 2012 Hurricane Isaac – 12 units deployed
- 2012 Hurricane Sandy – 100 units deployed
- 2014 Winter Storm Pax – 475 units deployed
- 2015 SC Flooding – 180 units deployed
- 2016 LA Flooding – 330 units deployed
- 2016 Hurricane Matthew – 876 units deployed
- 2017 Hurricane Harvey – 400 units deployed
- 2017 Hurricane Irma – 1,200 units deployed
- 2017 Hurricane Maria – 375 units deployed
- 2018 Hurricane Florence – 235 units deployed
- 2018 Hurricane Michael – 1,300 units deployed

Thompson maintains over 1,300 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson's TDMS*mobile* devices has been deployed successfully over the last eight (8) years, and from day one of debris removal operations Thompson will be able to provide the City with paperless ticketing.

Project Execution Utilizing TDMS

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery, each major component is described below:

TDMS*mobile*

TDMS*mobile* is Thompson's ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing our handheld device and hip printer. Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.

FIGURE 1

Motorola ES400 running TDMSmobile.

FIGURE 2

Employee badges utilize QR coding for identification ticket development.

FIGURE 3

Paper tickets are created with encrypted QR code to transmit information/data.

FIGURE 4

RW 220 hip belt printer uses direct thermal laser technology

TDMS*mobile* provides enhanced quality control through, geocoding and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

TDMS*mobile* can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

In addition, TDMSmobile has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised. This capability has been routinely field tested, most significantly during Thompson's response to Hurricane Maria in Puerto Rico. Given the geographic nature of the island and lack of reliable cellular connectivity, Thompson was still able to successfully document and capture debris collection and disposal data substantiating over 600,000 cubic yards of debris on behalf of the Puerto Rico Department of Transportation and Public Works.

TDMS*web*

TDMS*web* is a web based application that serves as the backbone of the TDMS for storage and data management. TDMS*web* provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports. In addition, Thompson is able to control access to TDMS*web* and what permissions (read, read/write, etc.) users have through credentialing. Figures 5 and 6 provide an example of the interface between TDMS*mobile* and TDMS*web*. GPS and collection or disposal data is captured in the field via TDMS*mobile*, in near-real time the field data is accessible via TDMS*web* for viewing and reporting.

FIGURE 5

Handheld device GPS location capture and verification

FIGURE 6

Mapping interface provides users with Google maps functionality for point-and-click data access

The following figures (7 to 10) provide graphical highlights and depictions of TDMS*web* and its components.

FIGURE 7

TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

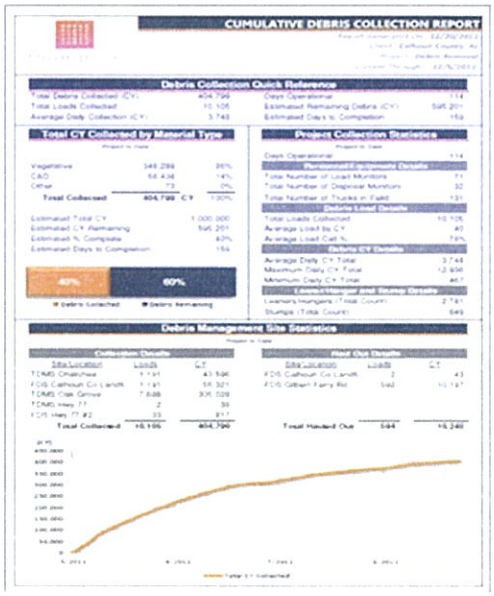
FIGURE 8

Accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet.

FIGURE 9

TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 10



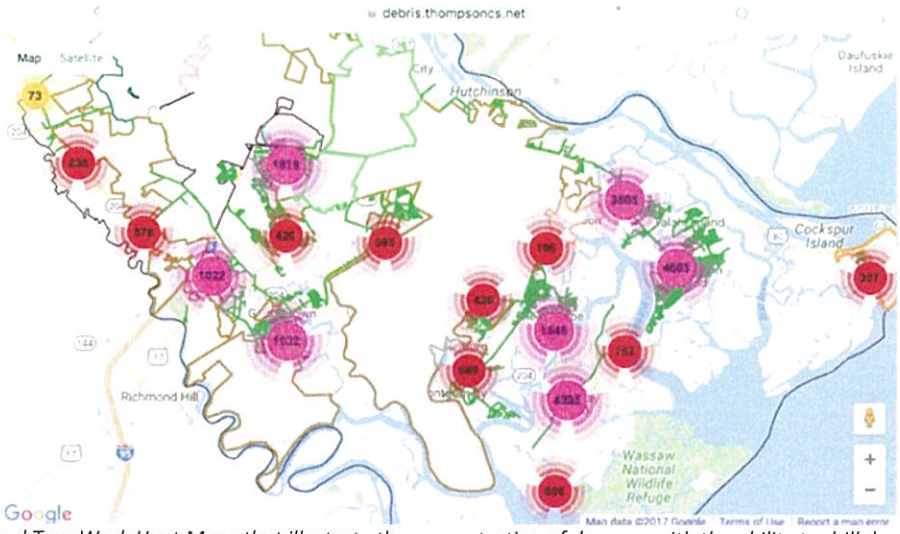
TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.

TDMS*maps*

TDMS*maps* is a web based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. Thompson's clients have full access to live maps, progress maps and query maps which will allow the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions. Thompson has the ability to tailor progress and real-time operation mapping to meet the needs of the City. *During routine debris meetings, the City, Thompson, and the City's contractors can utilize the mapping tools to evaluate*

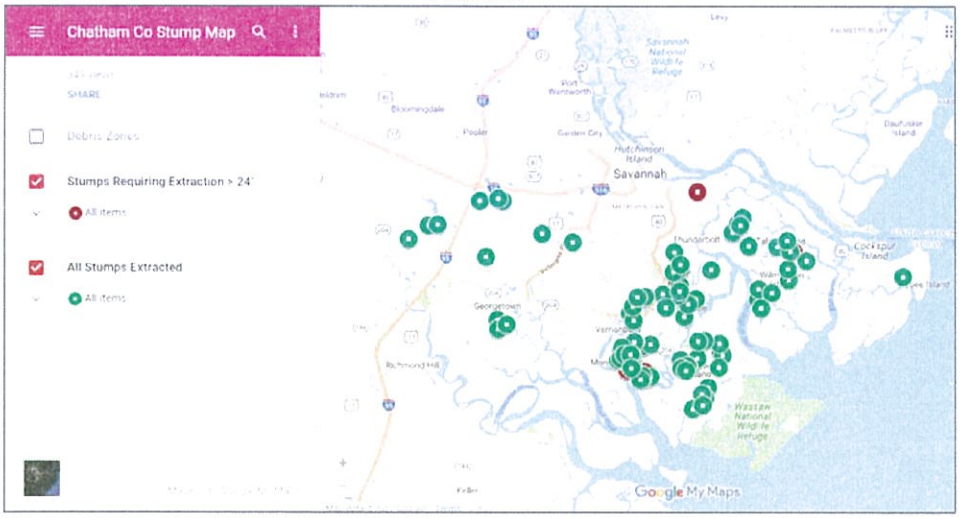
progress, assign or re-assign crews, and make general debris management decisions. Figures 11 and 12 below provide examples of some of the mapping capabilities that may be utilized for right of way (ROW) debris removal and special debris removal programs.

FIGURE 11



Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.

FIGURE 12

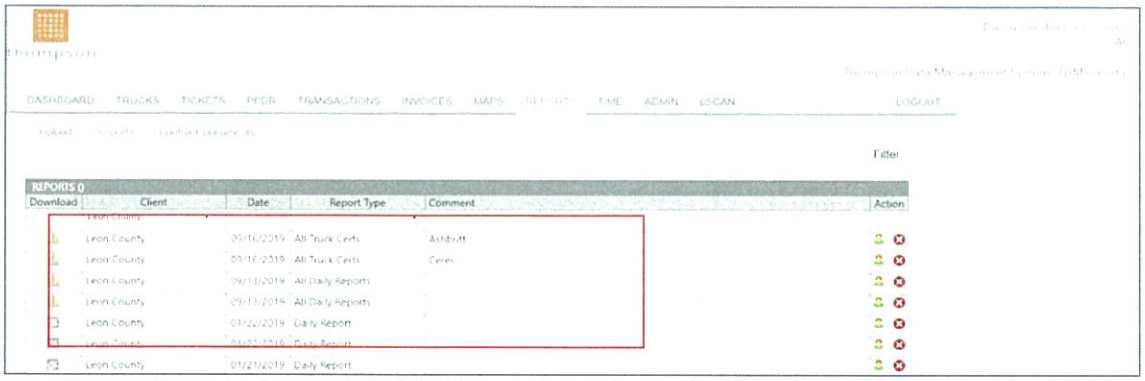


Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for project stakeholders.

TDMS*portal*

TDMS*portal* is a web based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. TDMS*portal* provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increase visibility between the City, Thompson and the debris contractor. Figure 13 displays a document tree for organizing and sharing project related data.

FIGURE 13



Document tree organizing project related documents including truck certifications, daily reports, and invoices.

Enhanced GIS Technology and Capabilities

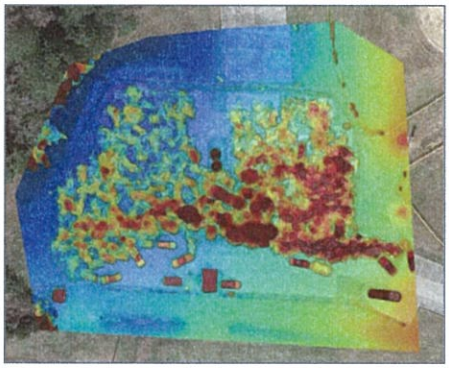
Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (i.e. local vs. state roadways). Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we are able to integrate data collected through ESRI's Survey123 and Collector for ArcGIS applications.

Thompson has also implemented the utilization of drone technologies to enhance debris removal and monitoring operations. This includes conducting qualitative damage assessments with drones to provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris, flooding, or otherwise inaccessible terrain. Drone data can also improve the management of debris management sites (DMS). Through photogrammetric volume calculations, different debris types can be quantified and reported to provide quick, actionable data to local government officials. For example, this information can indicate when a site has reached maximum capacity and needs to be shut down or if additional sites should be opened. Figures 14 and 15 below provide examples of some of the volumetric measurement capabilities that may be utilized for DMS piles.

FIGURE 14

Aerial drone footage illustrating the volume of debris at Resident Drop-Off Site

FIGURE 15



Debris pile heat maps that illustrate the density of debris

Technical Approach by Task

Thompson's project understanding and approach to assisting the City in disaster debris monitoring operations and the associated management and accounting requirements is detailed in the table below:

Table 4-5: Proposed Approach and Deliverables

Task / Mobilization Time	Description
1. Emergency Management Planning and Training	
Annually prior to hurricane season	Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters, or participate in exercises related to the City's disaster preparedness, response, and recovery.
2. Debris Program Implementation	
12-24 hours following notice to proceed (NTP)	Thompson will implement a program based on the specific needs of the City, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
3. Onboarding and Training of Employees	
12-24 hours following NTP	Thompson will identify local residents to onboard and train to be debris monitors. This effort will help skilled residents participate in the recovery efforts with a meaningful impact and earn a competitive hourly wage. Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
4. Health and Safety Plan Implementation	
12-24 hours following NTP	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards including working near traffic. Thompson's safety program is focused on the safety of Thompson monitors and field personnel. Thompson will deploy a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.
5. Measure and Certify Trucks by FEMA PAPPG Standards	
12-24 hours following NTP	Peak truck certification occurs during the first week of debris removal operations. Thompson will perform "spot field audits" and recertify trucks throughout the debris removal operation. Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to the side of each debris removal truck.
6. Deploy Loading Site Collection Monitors	
24-48 hours following NTP	Thompson will deploy collection monitors based on the debris removal contractor's mobilization and certification of trucks. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City ROW and other collection zones identified and approved by the City. The collection monitor will perform all duties outlined in the SOW and directed by City debris management personnel.
7. Deploy Debris Management Site Monitors	
24-48 hours following NTP	Thompson will ensure that the City Debris Management Sites (DMS) meet all SCDHEC requirements. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. Thompson will work with Debris Removal Contractor(s) to obtain copies of all DMS permits.
8. Deploy Field Supervisors / Field Supervisors	

Task / Mobilization Time	Description
24-48 hours following NTP	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ratio is encouraged by FEMA.
9. FEMA Consultation	
Scheduled after applicant kickoff	Thompson has recent experience with FEMA's new delivery model using Grants Portal and, at the direction of the City, is prepared to participate in project scoping meetings with FEMA.
10. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
24-48 hours following NTP	Thompson is prepared to expedite the program based on availability of specialized tree equipment. GPS coordinates, measurements, and photos will be taken for tree work. All hazardous stumps must be approved by FEMA prior to removal.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
Once debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs. Thompson will work with the City to Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, establish a multi-step process to ensure all proper notifications are made to property owners and develop a public outreach plan to ensure that City residents in need are able to participate in the program
12. Private Property Debris Removal Monitoring	
TBD, based on input from SCEMA and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions. Each property will have a "PPDR" packet with all documentation necessary for regulatory requirements and FEMA reimbursement including City ordinance, notifications, executed ROE, FEMA/SCEMA approval, FEMA HP review and approval, asbestos abatement approval, utility disconnect documentation, site survey, photographs, and close-out documentation.
13. Specialized Debris Removal Monitoring	
TBD, based on input from SCEMA and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, debris removal from parks and trails, and the removal of vehicles and vessels.
14. Accumulate Daily Field Data	
48 hours following NTP	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program. Thompson's reporting tool is flexible and can be tailored to report debris removal by any number of parameters.
15. Timekeeping QA/QC	
1 week after removal operations begin	Every night, Thompson will perform QA/QC on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.
16. Reconcile Contractor Invoices	
1 week after removal operations begin	Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City and comply with the invoicing and payment term

Task / Mobilization Time	Description
	in the debris removal contract. All approved invoices will be "audit ready" packages that are organized and formatted to upload into FEMA's Grants Portal.
17. Develop FEMA Project Worksheets	
On-going throughout recovery operation	Thompson will prioritize Category A and B Project Worksheets and provide support to the City with Permanent Work (Categories C-G) Project Worksheets upon request.

Debris Program Implementation

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

Estimation Methodology

With experience assisting local governments in disaster response and recovery for a variety of events, ranging from the costliest hurricanes in our nation's history to relatively smaller disasters including minor storms and localized flooding, Thompson has recognized that responsiveness and adaptability are critical to success. Thompson stands ready to serve the City in any capacity. Our approach to services can be transformed to fit a particular task or event in effort to best meet the City's recovery goals by taking the most efficient and cost-effective actions. For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation.

The estimated quantities produced by the model have a predicted accuracy of ± 30%. Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial drone flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. In addition, Thompson has the equipment and capability to perform aerial drone flyovers which are beneficial because they provide Thompson and the City with the ability to gage the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Response Time by Task

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. For example, if the City is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the City 48 to 72 hours prior to the anticipated event.

Thompson's response times by task are summarized in Table 4-6.

Table 4-6 Thompson Task Response Times

Response Time	Task Description
Immediately after notification	Thompson will report to the City's EOC or Contract Management Center
No more than 48 hours after notification	Thompson ready to assist the City with truck certification
No more than 48 hours after notification	Thompson ready to staff public drop-off sites and other City locations
No more than 48 hours after notification	Thompson to have monitors ready for ROW debris removal operations
No more than 72 hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the City. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the City responsible for the City's contract deliverables:

- Project Quality Assurance Team
- Project Administrative Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks
- Health and Safety Plan Implementation
- Debris Monitor Training

Debris Removal Contractor Coordination

Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and its debris removal contractors. As soon as the City is within the cone of certainty for a tropical system or immediately following passage of a no-notice event, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

- **Identification/confirmation of equipment staging area:** If a staging location is identified during planning sessions and the site is compromised/unavailable due to the event, Thompson will work with the contractor to identify an area outside of the impacted zone to stage equipment and begin equipment certification.

- **Damage assessment:** Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.
- **Emergency push:** Thompson will work with the City and contractor(s) to ensure that all hours and activities are well documented to substantiate FEMA reimbursement. Thompson will also work to expedite 70-hour push activities, focusing on the City's list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.
- **Zone assignment to contractors and subcontractors:** Thompson will work with the debris removal contractors to coordinate and schedule the appropriate number of crews for each pass. Zone parameters will be entered into TDMS to generate detailed reports by zone, contractor, debris type, etc.
- **Discrete field management**: ADMS will be configured to discretely document and manage multiple contractors and the type of debris that has been approved for collection. For example, if a contractor is tasked only with the collection of vegetative debris, the ADMS devices will only be configured to that specific debris type. A monitor will not be able to issue a ticket for C&D debris if the hauler has only been approved to collect vegetative debris.
- **DMS permitting:** Thompson will ensure that each contractor obtains environmental authorization and/or permits for DMS sites. Thompson will also work with each contractor to obtain copies of permits for final disposal locations.

If the City decides to activate multiple contractors, Thompson will assign a field operations manager for each contractor activated to streamline communications and ensure quality control.

Damage Assessment

At the request of the City, Thompson will coordinate aerial drone flyover assessments to facilitate debris estimation and collect post-disaster photographs and geographical data. At the direction of the City, Thompson will also assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

Table 4-7 Damage Assessment Tasks and Descriptions

Task	Description
Identifying Damaged Facilities	Thompson will assist with documenting the location of all damaged sites using GPS and annotated maps. Thompson will work with City to collect all necessary documentation to substantiate legal responsibility, maintenance, lease/rental agreements, and improvement plans.
Documenting Damage	Thompson will document the damage to each facility by taking photographs and developing maps and diagrams to outline the specific location and extent of the damage. The diagrams and associated photographs will capture damage dimensions, materials, and the size or capacity of the damaged elements.
Documenting Work and Cost	Information describing work and cost will be broken down by Category of Work (A-G). Thompson will prepare work and cost estimates by gathering documentation associated with Force Account Labor, Equipment, Leased Equipment, Supplies,

Task	Description
	Contract Labor, and Materials. Thompson will also document any mutual aid received by the City.
Other Considerations	Thompson will help the City navigate other PA program considerations including codes and standards, repair vs. replacement, hazard mitigation, as well as unique considerations for each category of work.

Proposed Meetings

Thompson is prepared to meet with the City Debris Manager, City Stakeholders, and representatives from FEMA, SCEMA, SCDHEC, and other agencies on a daily basis at a time and location specified by the City. To the extent necessary, Thompson will help the City secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 10 days of project operations.

Methods for communicating with City Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will required close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Public Information Support

Immediately following notice to proceed from the City, Thompson will establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status in order to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of complaints and their resolution to the City Project Manager on a daily or weekly basis, as requested by the City.

Onboarding and Training of Employees

Following an event, Thompson will establish a local office from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the City to serve as debris monitors. This effort will help skilled residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques
- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, SCEMA, SCDHEC, and FEMA

Health and Safety Plan Implementation

Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for our employees, including temporary field staff. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of South Carolina, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance

with the terms, conditions and unit rates in the City's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City ROW and other collection zones identified and approved by the City. The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white goods and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by SCDHEC
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Other duties as directed by the debris management project manager or designated City personnel

Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA PAPPG from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Deploy Debris Management Site Monitors

Thompson will work with the City and its contractor to establish the appropriate number of Debris Management Site (DMS) and staff it with a DMS Monitor. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Ensure white goods and Freon containing appliances are sorted and ready for Freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and remove all oils, solvents, and refrigerants
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Ensuring site safety and security

Debris Disposal Diversion

Thompson will work with the City and SCDHEC to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately to substantiate retainage of salvage proceeds in accordance with FEMA policy.

Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Thompson Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones
- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations

Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

FEMA Consultation

To the extent that it is required by the City, Thompson will serve as a liaison between the City, SCEMA and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the City, SCEMA, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure

that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.
- Develop a public outreach plan to ensure that City residents in need are able to participate in the program.

Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by SCEMA and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/SCEMA Approval
- FEMA Historic Preservation (HP) review and approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

Special Debris Removal Monitoring

The damage caused by hurricanes often necessitate the need for special debris removal programs which include, among others:

- Waterway debris removal
- Parks debris removal
- Abandoned Vehicle removal

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, FEMA, SCDHEC, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities.

Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant
- Verifying that any contaminated disaster-related debris is addressed by the specialist from SCDHEC and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the City with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the City with the collection information needed to make critical decisions and report progress to the public.

In addition, the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.

The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck

- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the City. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By Service Area
- By voting precinct
- By City political district (council districts, commission district, etc.)
- FEMA eligible versus state aid eligible
- Quantity by DMS
- By material type (vegetative, C&D, white goods, etc.)

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide daily summaries that will include:

- Number of crews deployed
- Types and quantities of equipment deployed
- Equipment/crew/monitor assignments (area/zone)
- Status of DMS operations
- Changes in operational status or problems encountered since previous report.

Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. In order for contractor payments to be verified as accurate and correct Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified

- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Grant Application, Administration & Management Services

Thompson consultants possess expertise in a variety of grant programs and are able to assist the City in maximizing grant funding, retaining obligated funds, and ensuring the City is prepared for audit and closeout. Committed to providing staff with real-life experience and success in managing grant programs including those of FEMA, FHWA and HUD, Thompson's staffing and approach will be adjusted based on the situational needs of the City.

The FEMA Public Assistance (PA) Grant Program is the most common grant program funding disaster response and recovery projects for local governments. Thompson consultants have successfully assisted local governments, states, and FEMA in applying for and administering FEMA PA funding. What sets Thompson apart from other firms is our ability to maximize federal funding through efficient management of the City's FEMA PA participation, while capitalizing on additional federal grant sources to provide the City a complete recovery including community development and mitigation opportunities. The following sections provide a brief overview of the types of services Thompson may provide to the City under the FEMA PA program and other long-term recovery grant programs.

FEMA Public Assistance Consulting

Thompson will assist the City with developing Project Worksheets (PWs) and necessary documentation to substantiate cost claims to FEMA for the Public Assistance (PA) program. Thompson will deploy consultants to coordinate PA operations with SCEMA and FEMA officials and prepare small and large project PWs to capture eligible costs incurred by the City. Throughout the PA process, Thompson carefully tracks all associated labor and expenses in accordance with FEMA DAP 9525.9, outlining eligibility requirements for reimbursement of Direct Administrative Costs (DAC), allowing the City to be reimbursed for the majority of Thompson's PA Consulting costs. Though some costs may remain ineligible for reimbursement by declaration in federal guidelines (i.e. indirect costs for FEMA PA), Thompson's emphasis on efficient performance and accurate cost tracking will ensure the City receives maximum reimbursement for Thompson's services.

Thompson applies a forward-thinking, collaborative, and cost-effective approach to FEMA PA consulting. Our tried and tested consultants are knowledgeable of PA program policy, requirements, and best-practices and draw upon experience to make certain PWs are efficiently and properly prepared, and whenever possible, are audit-ready at the time of submission. Through encouraging transparency between the City, SCEMA, and FEMA, Thompson will seek to expedite the City's recovery process, maximize reimbursement, and limit the need for post-submittal administration including audit preparation and appeals support.

Thompson consultants have experience preparing and administering PWs in all categories of work (A-G). Thompson's primary tasks associated with FEMA PA application, management, and administration include the following:

Table 4-8: FEMA Public Assistance Consulting Services and Approach

Service	Description
1. Preliminary Damage Assessment (PDA)	Assist the City with damage assessment immediately following a disaster event in order to accurately capture estimated damages and provide state

Service	Description
	and federal officials the information required to warrant a presidential disaster declaration, activating opportunities for federal funding.
2. Data Collection and Documentation Management	Establish and maintain a documentation management process to quickly and completely capture costs associated with response and recovery. Prepare supporting documentation to fulfill grant application, reporting, and audit requirements.
3. Site Visits	Conduct site visits to damaged facilities, document damages and dimensions, collect GPS location and photographs.
4. Project Description and Scope Development	Complete detailed damage descriptions and scopes of work as narrative in PWs. Fully and accurately capture all damages to ensure the City's applications are submitted for maximum reimbursement of all eligible costs.
5. Project Cost Estimation and Documentation	Prepare cost estimates and supporting documentation for incomplete projects and large projects. Include in PWs to obtain small project reimbursement and expedited payment of large projects.
6. Insurance Review and Subrogation	Identify insurance proceeds due to and/or received by the City for projects to be submitted for PA funding. Adjust City funding requests appropriately.
7. Small and Large Project PW Preparation and Development	Preparation of PWs, grant application development for projects in all categories of work (A-G). Maintain collaboration with the City, state, and federal officials throughout the process.
8. Alternate and Improved Project Funding Consultation	Prepare justification and requests for alternate and improved projects when appropriate.
9. Hazard Mitigation Funding Support (Section 406)	Identification of Section 406 hazard mitigation opportunities to reduce or eliminate the future threat of damages. Development of grant applications and grant/program management of mitigation project activities.
10. Special Consideration Assistance	Assist the City in addressing potential environmental, historical, insurance, and federal compliance concerns associated with grant funded projects.
11. Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
12. Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and reimbursement funding.
13. Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
14. Evaluate and Estimate Cost Under/Overruns	Review of PW estimates and actual project costs to identify discrepancies. Include in PW versions to ensure the City is fully and accurately reimbursed and prepared for audit.
15. Prepare PW Versions for Closeout	Prepare final PW versions incorporating any changes or alterations to projects prior to grant closeout. Coordinate with SCEMA and FEMA to complete and submit for final approval.
16. Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide applicant with complete recovery.
17. Audit Assistance/Defense	Prepare final documentation required for audit. Review audit findings and address any additional requests for clarification or adjustments.
18. Appeal Development	Develop and prepare appeals of denied reimbursement of perceived eligible costs. Submit appeals within mandated deadlines that best defend the City and seek to maximize recovery and reimbursement.
19. Direct Administrative Cost (DAC) Recovery	Accurately capture and document Thompson's eligible direct administrative costs and recover substantial portions of the costs associated with Thompson's services, and any eligible services performed by City staff, as provided in FEMA policy.

The tasks above will be conducted in order to develop and submit Project Worksheet form - FF 90-91 and required backup information to include: category of work, damage description, scope of work, cost figures and supporting schedules, photographs, GPS coordinates, and other substantiating information required by FEMA, as described in the newly issued Public Assistance Program and Policy Guide, FP 104-009-2.

Long-Term Recovery and Grant Management Support

Successful recovery requires a comprehensive approach aimed at fulfilling long-term City goals that not only assist in an expedited emergency recovery process, but strengthen City infrastructure to reduce or eliminate damage during future events. Thompson's consulting team is composed of multi-faceted professionals possessing experience with a variety of long-term recovery grant programs. Each team member's detailed understanding of various grant programs makes Thompson uniquely qualified to maximize the City's federal funding opportunities and execute long-term recovery and mitigation strategies. In addition to PA and general grant management support, Thompson commits to seeking out additional grant funding and providing the City expertise in the following programs among others.

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Pre-Disaster Mitigation (PDM)
- FEMA Flood Mitigation Assistance (FMA)
- FHWA Emergency Relief Program (ER)
- HUD Community Development Block Grants (CDBG)
- NRCS Watershed Protection Program
- USDA Disaster Recovery Program
- FSA Disaster Recovery Program

Utilizing one or a combination of multiple of the grant programs listed above, among numerous other grant sources that may become available to the City, Thompson commits to proactively identifying opportunities to maximize federal funding. Many of these grant programs are available to the City outside of a presidential disaster declaration. Regardless of the City's active involvement in disaster response and recovery, should the opportunity to fulfill City goals through obtaining federal funds arise, Thompson stands ready to provide grant-related support. Please see the sample list of long-term recovery and grant management support services, below, that Thompson can provide to the City.

Table 4-9 Long-Term Recovery and Grant Management Services

Service	Description
1. Project Identification and Ranking	Collaborate with client representatives to identify and rank projects contributing to the long-term recovery of communities.
2. Long-Term Recovery Planning	Assist officials in developing plans to execute priority projects.
3. Community Outreach	Facilitation and management of community call centers and public outreach meetings.
4. Benefit-Cost Analysis (BCA)	Utilize FEMA's established BCA software to demonstrate financial effectiveness and benefit of proposed projects.
5. Construction Inspection	Construction Engineering and Inspection (CE&I) services and contractor monitoring of construction projects.
6. Grant/Program Administration and Financial Reconciliation	Administrative support associated with program reporting requirements, payment requests, and financial management of grant expenditures and

Service	Description
	reimbursement funding.
7. Engineering, Design, and Administrative Cost Recovery	Monitor and track reimbursable engineering and administrative costs to minimize client's financial burden.
8. Interim and Final Project Inspections	Perform interim and final inspections of large projects to ensure compliance with project schedules and grant program requirements.
9. Grant Closeout Services	Final reconciliation of expenditures to grant funds and insurance proceeds received. Adjustments for cost over runs and under runs to provide applicant with complete recovery.

Emergency Management Planning and Training

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters, or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is outlined in the table below.

Table 4-10: Emergency Management Planning and Training Services

Service	Description
1. Mitigation Planning and Support	Develop hazard mitigation plans (HMP) to provide the City strategies to implementing long-term resiliency measures. Conduct or train City staff to prepare Benefit-Cost Analyzes, provide project management support, train City staff in environmental and historical requirements of mitigation programs, and augment City staff to complete mitigation applications and projects.
2. Comprehensive Emergency Management Planning	Prepare, review, and revise Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional plans to provide the City with written and exercised guidance to assist in future disasters and emergencies.
3. Disaster Debris Management Plans (DDMP)	Provide hands-on guidance during the City's planning strategies. Manage DDMP development stages and prepare final plan. Update regularly to ensure accuracy.
4. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program with City officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the City's administrative burden.
5. Identification of Debris Management Sites (DMS)	Identify and rank multiple potential DMS sites and submit to the City for approval and action.
6. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the City's response and recovery efforts. Thompson will ensure procurements are in compliance with the City, SCEMA, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
7. Project Management	Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task

Service	Description
	forces assigned to project, City stakeholders, and City contractors.
8. Executive Guidance to City Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure City leadership is knowledgeable of the City's response and recovery status as well as involvement in federal programs.
9. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
10. Other Training and Assistance as Requested by the City	Thompson is prepared to provide additional training or assistance requested by the City as related to debris removal and monitoring, grant management, emergency management, and additional City concerns that may arise.

EXHIBIT 4-1

STAFF EXPERIENCE MATRIX

thompson
CONSULTING SERVICES

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
TROPICAL STORM IMELDA 2019 – PRESENT																
EVENT TOTAL CUBIC YARDS – TBD																
City of Beaumont, TX	4466	3,850t	♦		♦		♦						♦			
City of Liberty, TX	4466	TBD	♦		♦		♦						♦			
HURRICANE DORIAN 2019 – PRESENT																
EVENT TOTAL CUBIC YARDS – TBD																
Currituck County, NC	4465	TBD	♦		♦		♦	♦					♦			
Dare County, NC	4465	TBD	♦		♦		♦	♦					♦			
HURRICANE BARRY 2019																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebone Parish, LA	4458	50,790	♦		♦		♦						♦			
City-Parish East Baton Rouge, LA	4458	36,569	♦		♦		♦						♦			
HURRICANE MICHAEL 2018 -2019																
EVENT TOTAL CUBIC YARDS – TBD																
Leon County, FL	4399	1,043,757	♦		♦		♦	♦					♦			
City of Tallahassee, FL	4399	427,650	♦		♦		♦	♦					♦			
Gadsden County, FL	4399	1,524,442	♦		♦	♦	♦	♦					♦			
Jackson County, FL	4399	122,956	♦		♦	♦	♦	♦					♦			
Tyndall Air Force Base, FL	4399	57,466					♦						♦			
Georgia Department of Transportation	4400	184,527	♦		♦		♦						♦			
Thomas County, GA	4400	45,031	♦		♦		♦	♦					♦			
HURRICANE FLORENCE 2018 – 2019																
EVENT TOTAL CUBIC YARDS – TBD																
Town of Bogue, NC	4393	8,915	♦		♦		♦						♦			
Carteret County, NC	4393	1,507,059	♦		♦	♦	♦						♦			
Cumberland County, NC	4393	1,319t	♦		♦		♦						♦			
City of Jacksonville, NC	4393	269,383	♦		♦		♦	♦					♦			
Dept. of Transportation, NC	4393	14,153t	♦		♦		♦	♦					♦			
Town of Swansboro, NC	4393	30,816	♦		♦		♦	♦					♦			
HURRICANE MARIA 2017 - 2019																
EVENT TOTAL CUBIC YARDS – 460,000																
Dept. of Transportation, PR	4339	460,000	♦		♦		♦	♦					♦			
HURRICANE IRMA 2017 – 2018																
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4336	68,144	♦		♦		♦	♦					♦			
City of Bonita Springs, FL	4336	536,487	♦		♦	♦	♦	♦					♦			
City of Casselberry, FL	4336	31,317	♦		♦		♦	♦					♦			
Citrus County, FL	4336	173,920	♦		♦		♦						♦			
Hendry County, FL	4336	300,110	♦		♦		♦	♦					♦			
City of Cooper City, FL	4336	153,376	♦		♦		♦	♦					♦			
City of Crystal River, FL	4336	3,142	♦		♦		♦						♦			
City of Daytona Beach, FL	4336	117,077	♦		♦		♦						♦			
City of Deland, FL	4336	129,377	♦		♦		♦	♦					♦	♦		
City of Delray Beach, FL	4336	173,674	♦		♦		♦	♦					♦			
City of Flagler Beach, FL	4336	27,515	♦		♦		♦						♦			
City of Ft Lauderdale, FL	4336	647,519	♦		♦	♦	♦	♦		♦			♦			♦
City of Ft Myers, FL	4336	331,986	♦		♦		♦	♦					♦			
Town of Ft Myers Beach, FL	4336	24,783	♦		♦		♦						♦			
Glades County, FL	4336	40,827	♦		♦		♦						♦			
Hernando County, FL	4336	118,699	♦		♦		♦	♦					♦			
City of Hialeah, FL	4336	211,704	♦		♦		♦	♦					♦			

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Inverness, FL	4336	10,238	♦		♦		♦						♦			
City of Lake Mary, FL	4336	55,826	♦		♦		♦	♦					♦			
City of Lakeland, FL	4336	260,084	♦		♦		♦	♦					♦			
City of Largo, FL	4336	54,992	♦		♦		♦						♦			
Lee County, FL	4336	2,319,785	♦		♦	♦	♦	♦				♦	♦			
City of Leesburg, FL	4336	27,118	♦		♦		♦	♦					♦			
Leon County, FL	4336	37,619	♦		♦		♦						♦			
City of Maitland, FL	4336	36,443	♦		♦		♦	♦					♦			
Manatee County, FL	4336	560,188			♦		♦	♦			♦		♦			
City of Margate, FL	4336	94,506	♦		♦		♦	♦					♦			♦
City of Miami Springs, FL	4336	165,755	♦		♦		♦	♦					♦			
City of Oak Hill, FL	4336	6,124	♦		♦		♦						♦			
City of Orange City, FL	4336	47,722	♦		♦	♦	♦	♦					♦			
City of Orlando, FL	4336	216,508	♦		♦		♦	♦					♦			
City of Ormond Beach, FL	4336	157,371	♦		♦		♦	♦					♦			
City of Oviedo, FL	4336	39,208	♦		♦		♦						♦			
City of Palm Bay, FL	4336	253,867	♦		♦		♦						♦			
City of Stuart, FL	4336	17,851	♦		♦		♦	♦					♦			
Sumter County, FL	4336	116,322	♦		♦		♦	♦					♦			
Solid Waste Authority Palm Beach Co	4336	3,035,786	♦		♦		♦	♦			♦		♦			♦
City of Venice, FL	4336	12,817	♦		♦		♦	♦					♦			
City of Vero Beach, FL	4336	69,897	♦		♦		♦						♦			
Volusia County, FL	4336	858,138	♦		♦	♦	♦	♦			♦		♦	♦		♦
Chatham County, GA	4338	100,889	♦		♦		♦	♦					♦			
Georgia Department of Transportation	4338	27,559	♦		♦		♦						♦			
HURRICANE HARVEY 2017 – PRESENT																
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	♦		♦	♦	♦	♦			♦		♦			
City of Beaumont, TX	4332	70,857	♦		♦		♦						♦			
City of Lake Jackson, TX	4332	4,281	♦		♦		♦						♦			
Newton County, TX	4332	8,859	♦		♦		♦						♦			
City of Santa Fe, TX	4332	22,690	♦		♦		♦						♦			
City of Texas City, TX	4332	22,400	♦		♦		♦						♦			
TENNESSEE WILDFIRES 2016 – 2018																
EVENT TOTAL CUBIC YARDS – 676t																
City of Gatlinburg, TN	4293	404t	♦	♦							♦		♦	♦	♦	
Sevier County, TN	4293	272t	♦	♦							♦		♦	♦	♦	
HURRICANE MATTHEW – 2016-2017																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD																
City of Norfolk, VA	4291	29,000	♦		♦		♦	♦					♦			
City of Southern Shores, NC	4285	20,000	♦		♦		♦	♦					♦			
Dare County, NC	4285	96,000	♦		♦		♦	♦				♦	♦			
City of Lumberton, NC	4285	26,000	♦		♦		♦	♦					♦			
SC Department of Transportation	4286	960,000	♦		♦		♦	♦					♦			♦
Chatham County, GA	4284	1,400,000	♦		♦	♦	♦	♦			♦		♦			
City of Effingham, GA	4284	11,000	♦		♦		♦	♦					♦			
City of Pooler, GA	4284	17,000	♦		♦		♦	♦					♦			
Georgia Department of Transportation	4284	180,000	♦		♦		♦	♦					♦			
City of St. Augustine, FL	4283	83,000	♦		♦		♦	♦					♦			♦
City of Orange City, FL	4283	13,000	♦		♦		♦	♦					♦			
City of Ormond Beach, FL	4283	170,000	♦		♦		♦	♦					♦			♦
City of Deland, FL	4283	57,000	♦		♦		♦	♦					♦			

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Daytona Beach, FL	4283	330,000	♦		♦		♦	♦					♦			♦
City of Palm Bay, FL	4283	99,000	♦		♦		♦	♦								
Solid Waste Authority Palm Beach Co.	4283	14,000	♦		♦		♦	♦					♦			
City of Vero Beach, FL	4283	27,000	♦		♦		♦	♦					♦			
SEVERE STORMS & FLOODING – 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD (Projects Ongoing)																
City-Parish of East Baton Rouge, LA	4277	1,800,000	♦		♦		♦		♦		♦		♦	♦		♦
City of Denham Springs, LA	4277	250,000	♦		♦		♦				♦		♦	♦		♦
SEVERE STORMS & FLOODING – 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	♦		♦		♦						♦			♦
Newton County, TX	4266	37,030	♦		♦		♦						♦			♦
SEVERE STORMS & FLOODING – 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	♦	♦	♦		♦						♦			♦
SEVERE WINTER STORM PANDORA – 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	♦		♦		♦	♦					♦			♦
Fentress County, TN	4211	77,000	♦		♦		♦	♦					♦			♦
Overton County, TN	4211	54,000	♦		♦		♦	♦					♦			♦
TORNADOES – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	♦		♦		♦	♦					♦			♦
City of Graysville, AL	4176	80,000	♦		♦		♦	♦					♦			♦
City of Kimberly, AL	4176	20,000	♦		♦		♦	♦					♦			♦
Lee County, AL	4176	22,000	♦		♦		♦	♦					♦			♦
SEVERE WINTER STORM PAX – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	♦		♦		♦	♦	♦				♦			♦
Georgetown County, SC	4166	105,000	♦		♦	♦	♦	♦					♦	♦		♦
Marion County, SC	4166	25,000	♦		♦		♦	♦					♦			
Williamsburg County, SC	4166	40,000	♦		♦	♦	♦	♦					♦			
Aiken County, SC	4166	1,500,000	♦		♦	♦	♦	♦				♦	♦			♦
Allendale County, SC	4166	60,000	♦		♦		♦	♦					♦			
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	♦				♦					♦	♦			♦
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	♦									♦	♦			
HURRICANE SANDY – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	♦	♦	♦								♦			♦
Town of Babylon, NY	4085	100,000	♦		♦								♦			
HURRICANE ISAAC – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	♦		♦	♦	♦	♦					♦			♦
Denham Spring, LA	4080	9,000	♦		♦	♦	♦	♦					♦			♦
Hancock County, MS	4081	23,000			♦		♦			♦			♦			
Jackson County, MS	4081	4,000			♦		♦									♦
HURRICANE IRENE – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Saluda Residency, Virginia DOT	4024	100,000			♦		♦	♦								
Petersburg Residency, Virginia DOT	4024	75,000			♦		♦	♦								
Ashland Residency, Virginia DOT	4024	200,000			♦		♦	♦								
Chesterfield Residency, Virginia DOT	4024	15,000			♦		♦	♦								
City of Portsmouth, Virginia	4024	50,000			♦		♦	♦								
Brunswick County, Virginia	4024	25,000			♦		♦	♦								
TORNADOES – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		♦							♦		♦	♦	♦	♦
Calhoun County, AL	1971	350,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
Alabama DCNR	1971	100,000	♦		♦	♦	♦	♦	♦				♦		♦	
TORNADOES – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK[1]	1926	18,944	♦		♦		♦	♦	♦				♦			♦
FLOODING – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN [2]	1909	275,540			♦		♦		♦				♦			
City of Cedar Rapids, IA[2]	1763	109,355	♦												♦	
ROCK SLIDES – 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, TN	N/A	60,000	♦		♦	♦										
SNOW STORMS – 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, MA[1]	1813	10,930	♦		♦		♦	♦	♦				♦			♦
Town of Sterling, MA[1]	1813	48,835	♦		♦		♦	♦	♦				♦			♦
HURRICANE IKE – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, TX[1]	1791	4,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Harris County, TX [1]	1791	2,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Galveston County, TX [3]	1791	1,400,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
City of Baytown, TX [1]	1791	1,000,000	♦		♦	♦	♦	♦	♦			♦	♦	♦		♦
Montgomery County, TX [1]	1791	871,452	♦		♦		♦	♦	♦				♦			♦
Fort Bend County, TX[1]	1791	415,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Dauphin Island, AL[1]	1797	50,000	♦		♦	♦				♦	♦	♦	♦			♦
Hardin County, TX [1]	1791	200,000	♦		♦		♦	♦	♦				♦			♦
City of Sugarland, TX [1]	1791	125,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Missouri City, TX [1]	1791	97,238	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE GUSTAV – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																
Terrebonne Parish, LA[2]	1786	296,039	♦		♦	♦	♦	♦	♦		♦	♦	♦		♦	♦
St. Landry Parish, LA[2]	1786	225,000	♦		♦	♦	♦	♦	♦		♦		♦			♦
Iberville Parish, LA[2]	1786	179,185	♦		♦	♦	♦	♦	♦				♦			♦
City of New Orleans, LA[2]	1786	136,559	♦		♦	♦	♦	♦	♦				♦			♦
City of Thibodaux, LA[4]	1786	78,820	♦		♦	♦	♦	♦	♦				♦			♦
St John the Baptist Parish, LA[1]	1786	53,124	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE DOLLY – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, TX[1]	1780	310,585	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Cameron County, TX[2]	1780	301,465	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
IOWA FLOODING – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, IA[1]	1763	200,000	♦		♦		♦		♦				♦			

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																
City of Norman, OK[1]	1735	750,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Webb City, MO[1]	1736	75,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, MO[1]	1676	1,448,539	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
Greene County, MO[2]	1676	545,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Lebanon, MO[2]	1676	108,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
BUFFALO SNOW STORM – 2006																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, NY[2]	1655	800,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Tonawanda, NY[2]	1655	200,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Lackawanna, NY[2]	1655	150,000						♦					♦			
City of North Tonawanda, NY[2]	1655	100,000	♦		♦	♦	♦	♦	♦				♦			♦
Genesee County, NY[2]	1655	80,000	♦		♦	♦	♦	♦	♦				♦			♦
Erie County, NY[4]	1655	50,000	♦										♦			
Town of Alden, NY[4]	1655	6,000	♦										♦			
HURRICANE WILMA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, FL[2]	1609	3,000,000	♦		♦		♦		♦				♦			♦
Collier County, FL[4]	1609	932,000	♦										♦			♦
City of Ft. Lauderdale, FL[2]	1609	901,000	♦		♦	♦	♦	♦	♦	♦		♦	♦	♦		♦
City of Hollywood, FL[2]	1609	600,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Davie, FL[4]	1609	593,789	♦										♦			♦
City of Boca Raton, FL[4]	1609	574,200	♦										♦			♦
City of Plantation, FL[4]	1609	366,551	♦										♦			♦
City of Parkland, FL[4]	1609	244,910	♦										♦			♦
City of Weston, FL[4]	1609	244,395	♦										♦			♦
City of Cooper City, FL[4]	1609	217,464	♦										♦			♦
City of Coral Gables, FL[4]	1609	213,947	♦										♦			♦
Broward County, FL[4]	1609	204,105	♦										♦			♦
City of Sunrise, FL[4]	1609	199,548	♦										♦			♦
City of Oakland Park, FL[4]	1609	151,906	♦										♦			♦
City of Miami Beach, FL[4]	1609	135,825	♦										♦			♦
HURRICANE KATRINA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, MS[4]	1604	5,773,291	♦										♦			♦
Jackson County, MS[4]	1604	3,183,425	♦										♦			♦
City of Gulfport, MS[1]	1604	2,600,000	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	♦	♦	♦
Forrest County, MS[4]	1604	2,496,933	♦										♦			♦
Jones County, MS[4]	1604	1,961,427	♦										♦			♦
Harrison County, MS[1]	1604	1,850,000	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦
Lamar County, MS[4]	1604	1,533,579														
City of Pass Christian, MS[4]	1604	1,484,288	♦										♦			♦
City of Pascagoula, MS[4]	1604	1,236,646	♦										♦			♦
Mobile County, AL	1605	789,658	♦		♦		♦	♦								
City of Mobile, AL	1605	728,469	♦		♦		♦	♦								
George County, MS[4]	1604	651,359	♦										♦			♦
Perry County, MS[4]	1604	550,967	♦										♦			♦
Walthall County, MS[4]	1604	507,754	♦										♦			♦
City of New Orleans, LA[2]	1603	401,238	♦	♦	♦		♦		♦		♦		♦	♦	♦	♦

Thompson Consulting Services

Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Jefferson Parish, LA [4]	1603	397,770	♦										♦			♦
City of Slidell, LA [4]	1603	153,165	♦										♦			♦
City of Covington, LA [4]	1603	143,919	♦										♦			♦
Lafourche Parish, LA [4]	1603	134,384	♦										♦			♦
Jasper County, MS	1604	131,251	♦		♦		♦	♦								
Town of Dauphin Island, AL	1605	94,037	♦		♦		♦	♦		♦		♦				
City of Prichard, AL	1605	70,445	♦		♦		♦	♦								
Clark County, MS	1604	90,134	♦		♦		♦	♦								
City of Citronelle, AL	1605	48,423	♦		♦		♦	♦								
City of Saraland, AL	1605	44,419	♦		♦		♦	♦								
City of Satsuma, AL	1605	29,404	♦		♦		♦	♦								
Choctaw County, AL	1605	26,409	♦		♦		♦	♦								
City of Bayou Le Batre, AL	1605	18,336	♦		♦		♦	♦								
City of Creola, AL	1605	7,719	♦		♦		♦	♦								
City of Mt. Vernon, AL	1605	4,619	♦		♦		♦	♦								
HURRICANE RITA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, TX[2]	1606	4,600,000	♦		♦		♦	♦	♦		♦		♦	♦		♦
Monroe County, FL[2]	1602	200,000	♦	♦	♦		♦		♦	♦		♦	♦			♦
HURRICANE DENNIS – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, FL [1]	1595	2,000,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
Escambia County, FL [1]	1595	1,200,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
City of Pensacola, FL [1]	1595	400,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
HURRICANE IVAN – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, FL [2]	1551	7,681,500	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦		♦
City of Pensacola, FL [1]	1551	1,343,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
Florida Dept. of Transportation[1]	1551	708,800	♦		♦		♦		♦				♦			
HURRICANE FRANCES – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, FL [1]	1545	200,000	♦		♦		♦						♦			♦
HURRICANE CHARLEY – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, FL [4]	1539	1,870,669	♦										♦			♦
City of Orlando, FL [2]	1539	1,035,500	♦		♦	♦	♦	♦	♦				♦			
Orange County, FL [4]	1539	977,265	♦										♦			♦

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbritt Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

EXHIBIT 4-2

KEY PERSONNEL RESUMES

thompson
CONSULTING SERVICES

Jon M. Hoyle

President

FIRM

Thompson Consulting Services
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Lake Mary, FL 32746

EDUCATION

BA: International Relations
MBA: Management and Finance

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Hoyle has fourteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over $1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 – Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over $35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic

yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 – In the wake of Hurricane Irene the VDOT called upon it's pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 – Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals $1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over $10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over $3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Hoyle served as the Director of the Financial Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division.

Nathaniel T. Counsell

Executive Vice President

FIRM

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Lake Mary, FL 32746

EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Counsell has fourteen years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over $1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 – Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017 – Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

South Carolina Department of Transportation, Severe Flooding, 2015 – Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown,

Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell is serving on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 – In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 – Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals $3-million.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 – Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over $50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Counsell served as the Director of the Response and Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Counsell was a company co-founder, owner and managing principal of the Program Management Services division.

Eric Harrison

Vice President | Field Operations

FIRM

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1135 Townpark Avenue, Suite 2101
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EDUCATION

BS: Electronic Engineering Technology
Graduate Certificate: Geographic Information Science

EXPERIENCE

12 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

Experience and Qualifications

Mr. Harrison has twelve years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Mr. Harrison served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Harrison oversaw Thompson's debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

City of Hialeah, Hurricane Irma Recovery Operations, 2017 – Mr. Harrison served as onsite project manager overseeing disaster debris removal monitoring operations in the City of Hialeah following Hurricane Irma. The recovery efforts included the documentation, collection and removal of over 211,704 cubic yards of debris.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Harrison oversaw Thompson's debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects including the mobilization and demobilization of staff and resources throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson is scheduled to monitor, documents, and substantiate reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.

Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012 – Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012 – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. Mr. Harrison was responsible for the deployment and project specific configuration of handheld devices to each activated contract. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMS*web*.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011 – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over $50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

City of Waveland, Mississippi , Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst

Corey Thomas

Vice President | Grants Management Services

FIRM

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EDUCATION

BS: Communication, Advertising, and Public Relations
MBA: Finance and Management

EXPERIENCE

10 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FHWA ER Program
- HUD CDBG Disaster Recovery

Experience and Qualifications

Mr. Thomas has ten years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

Project Experience

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Thomas served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Thomas conducted project kickoff meetings and coordinated ensured projects had the necessary personnel and equipment to implement monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew State of Florida FEMA PA Consulting 2016 – 2017 - Mr. Thomas provided subject matter expertise while overseeing a team of consultants responsible preparing project worksheets and supporting documentation to substantiate reimbursement of costs to perform eligible storm-related response and recovery work on behalf of seven Florida communities - Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County. In total, over 70 project worksheets substantiating more than $12 million in FEMA Public Assistance reimbursement will be submitted. Additionally, Thompson developed Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016 – Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over $35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over $250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort included the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.

Town of Babylon, NY, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 – The Town of Babylon, suffered severe damage and large amounts of vegetative and C&D debris following Hurricane Sandy. Mr. Thomas was able to quickly and accurately prepare large project Category A PW's valued at $5.5 million. All PWs were approved in their entirety, and funded as part of the State's first round of reimbursement for Sandy.

Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 – Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over $200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012 – Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately $10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation, preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the $10 million appeal is expected in early 2013.

Clark County, Indiana, FEMA Public Assistance Consulting, Severe Storms and Tornadoes, 2012 – A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2nd 2012, generating an estimated 1.2 million cubic yards of debris and over $40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.

City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and Tornadoes, 2011 – The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent history in April, 2011. Mr. Thomas served as a grant management consultant, preparing applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009 – The City of Daytona Beach was struck by severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011 – During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over $100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide the Port with additional FEMA PA funding as well as prepare for grant closeout.

Professional Training Courses

- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction

Daniel M. Gardner

Vice President | Data Operations

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EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

10 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and is responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Gardner served as the lead Data Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Data Management Operations, 2016 - 2017 – Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Mathew. Following the hurricane Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner is managing the Thompson data management team responsible for validation and reporting of all project data. He is also responsible for data reconciliation and contractor invoicing. Thompson is scheduled to monitor, documents, and substantiate reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 – The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated $85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

City of Galveston, Texas, CDBG DR Round 1 and 2 Administration, 2009 - 2010 – The City of Galveston was the epicenter of Hurricane Ike's landfall in September 2008 and suffered massive damage as a result. As program manager, Mr. Gardner managed the administration of approximately $107 million in CDBG Disaster Recovery funding and assisted City staff coordinate all grant activities for infrastructure projects including a business economic recovery loan program and the reconstruction of the City's Main Wastewater Treatment Plant (estimated at $70 million). He was in charge of program design and oversight, as well as ensuring all day to day activities were carried out according to federal, state and local regulations.

Training and Certifications

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

Wesley Holden

Senior Vice President | ADMS Operations

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EDUCATION

BS: Management Information Systems

EXPERIENCE

14 years

TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, Javascript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

Experience and Qualifications

Mr. Holden has fourteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

Project Experience

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Holden oversaw Thompson's ADMS deployment during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Holden ensured all projects had the equipment and personnel necessary to perform monitoring operations utilizing Thompson's ADMS for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Holden oversaw Thompson's ADMS deployment in five (5) states and 23 unique clients simultaneously as a result of Hurricane Matthew. He assigned and managed a team of ADMS operators across all projects. This effort included the setup, distribution and management of more than 500 ADMS handheld and hip printer units which enable real-time data collection of debris monitoring operations. Overall, Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 Mr. Holden served the project manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. He worked closely with the County and the debris removal contractor to ensure right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs were performed efficiently and in accordance with federal and state regulations. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile* across all projects throughout the State.

Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015 – The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and presented to MDOT stakeholders in accordance with the project task order.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of

Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile*. Overall Thompson deployed 450 units to documents and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013 – Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMS*mobile*, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012 – Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

Calhoun County, AL, Tornado Recovery Operations, 2011 – Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

Alabama Tornadoes, Data Management, 2011 – Mr. Holden managed a data management operation responsible for scanning, inputting, mapping, tracking and reporting the quantities of debris removed and disposed by various contractors throughout the State of Alabama.

Texas, Hurricane Ike Data Management, 2008-2009 – Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009 – Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

Mississippi, Hurricane Katrina, Data Management 2005-2007 – Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

Program Experience

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)

Nicole Lehman

Director of Client Services | Program Manager

FIRM

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EDUCATION

BA: Psychology and Spanish

EXPERIENCE

11 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program
- CDBG Disaster Recovery
- CDBG Housing

Experience and Qualifications

Ms. Lehman has eleven years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 – Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Hurricane Irma, 2017 – Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 – Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 – Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Ms. Lehman is currently serving as operations manager for debris removal monitoring operations in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the

City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012 – Ms. Lehman served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Lehman organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 – Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 – Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated $85M in damages.

City of Galveston, Texas, Community Development Block Grant (CDBG) Administration, 2011 – Ms. Lehman served as Financial Recovery Specialist for the administration of $106 million in Housing and Urban Development (HUD) non-housing CDBG funds for the City. At this capacity, Ms. Lehman coordinated with HUD, and the Texas Department of Rural Affairs and provided guidance to the City to ensure that the program was properly documented and administered in compliance with statutory regulations and program guidelines. In addition, Ms. Lehman assisted the City with the development of contracts, procurement documentation, and comparison of data for federal reimbursement.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 – Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over $1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 – Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over $3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over $62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 – Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

Training and Certifications

- HAZWOPER 40 hour certification
- OSHA 30 hour certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements Certificate
- Managing Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management System (NIMS) An Introduction

Patrick Gardner

GIS Manager

FIRM

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EDUCATION

BS: Marine Science
MS: Fisheries and Aquatic Sciences

EXPERIENCE

4 years

PROGRAM EXPERIENCE

- FEMA Public Assistance (Categories A-B)

Experience and Qualifications

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

Disaster Project Experience

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, - 2018 – Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated will each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 – Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Gardner provided GIS and data management services during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 – Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016 - Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal

monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014 – Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishmnet.

Environmental Project Experience

Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016 – Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015 – As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015 – As a research assistant, Mr. Gardner conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

Reproductive Biology of Invasive Lionfish (*Pterois volitans/miles* complex) from Little Cayman Island, 2013 - 2014 – Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (*Pterois volitans*) from Little Cayman. Frontiers in Marine Science 2:7).

Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009 – While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and intern for various project tasks.

Training and Certifications

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Bourne Pathogens
- GIS applications for Natural Resource Management, Florida Sea Grant

Gary Brooks

Project / Operations Manager

FIRM

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Lake Mary, FL 32746

MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Brooks has fourteen years of experience managing debris monitoring operations throughout the United States. In additional to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 – Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 – 2017 – Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 – Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County is performing both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Williamsburg County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Brooks served as the operations manager for debris removal monitoring operations in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Iberville Parish, Louisiana, Hurricane Isaac Recovery, Waterway Debris Removal Monitoring, 2013 – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in various Parish waterways. The debris

congestion in the waterways was remaining from the impacts of Hurricane Isaac.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013 – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012 – Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Clark County, Indiana, Tornado Recovery Operations, 2012 – Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011 – Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011– The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008 – In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brook's monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring , 2006 – Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004– Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, 3 prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

Raul Cardenas

Project / Operations Manager

FIRM

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Lake Mary, FL 32746

EXPERIENCE

13 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Mr. Cardenas has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018 - Mr. Cardenas served as project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 - Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 – Mr. Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015 – Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-

Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

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Engineering and Testing
Since 1951

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Education
Bachelor of Arts
Digital Design
American Intercontinental University

Certifications
ACI: Concrete Field Testing Technician – Grade I; Concrete Strength Testing Technician
SCDHEC: Erosion Prevention and Sediment Control Inspector
SCDOT: Earthwork, Drainage and Base Inspector
Troxler: Nuclear Gauge Safety; Hazmat Certification

Professional History
Soil Consultants, Inc.
Since 2016
Industry Experience
Since 2016

Daniel Edward Butler
Testing and Inspection Services

Daniel provides testing and inspection services for roadways, utilities, structures, and pavements. Project experience includes:

West Ashley Wastewater Tunnel, Charleston
Testing Technician: monitored concrete placement, performed field testing on fresh concrete, prepared samples for laboratory curing and testing; exchange vibration monitoring equipment.

Spring Fishburne Improvements Phase III, Charleston
Testing Technician: monitored concrete placement/grout placement/mortar placement, performed field testing, laboratory curing and testing of samples; exchange vibration monitoring equipment; laboratory testing of shrinkage bars.

Shawn Jenkins Children's Hospital and Pearl Tourville Women's Pavilion, Charleston
Testing Technician: monitored concrete placement/grout placement performed field testing on fresh materials, prepared samples for laboratory curing and testing.

Defense Fuel Supply, North Charleston
Testing Technician: performed in-place density testing; laboratory testing (Proctor), monitored concrete placement, performed field testing, prepared samples for laboratory curing and testing.

South Market Project, Charleston
Testing Technician: performed hand auger field sampling; performed laboratory testing (moisture content).

Unpaved Roadways, Charleston
Testing Technician: performed hand augers, dynamic cone penetration tests and based course thickness verification.

Spray Dryer Upgrade, North Charleston
Testing Technician: performed pile monitoring during installation, monitored concrete placement, performed field testing, prepared samples for laboratory curing and testing.

Hugh K. Leatherman, Sr. Terminal Site Preparation, North Charleston
Testing Technician: performed in-place density testing; laboratory testing (Proctor).

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Construction Materials | Geotechnical | Nondestructive | Special Inspections

Education
Bachelor of Science
Business Administration
Coastal Carolina University, 2011

Certifications
ACI: Adhesive Anchor Installation; Concrete Field Testing – Grade I; Concrete Strength Testing
SCDHEC: Erosion Prevention and Sediment Control Inspector
SCDOT: Asphalt Roadway; Concrete Level 1 & 2; Earthwork Drainage and Base Inspector
SCLLR BCC Special Inspector: Earthwork
Troxler: Nuclear Gauge Safety; Hazmat Certification

Professional History
Soil Consultants, Inc.
Since 2013
Industry Experience
Since 2003

David Wayne "Bud" Floyd, Jr.
Project Manager/QA Services

Bud has been the lead testing and inspector for a number of large projects. Additionally, he has served as the Resident Project Representative for clients. He is experienced in materials testing for subgrade, pile installation, asphalt, concrete paving, concrete structures, and masonry. Bud is proficient with computer data systems and has worked internally to improve data entry process. Project experience includes:

Airport Modifications, Georgetown County Airport, Georgetown
RPR (Resident Project Representative): served as RPR for client. Oversaw contractor performance, reviewed contractor work and submittals, and documented services provided on a daily basis.

Runway 18-36 Phase II, Ridgeland Airport, Jasper County
RPR: served as RPR on part-time basis as stand-in for Client.

Testing Technician (QA): performed asphalt testing during runway placement; testing for concrete for duct banks and lighting foundations; depth checks and densities on base.

Runway 18-36 Phase I, Ridgeland Airport, Jasper County
RPR: served as RPR on part-time basis as stand-in for Client.

Testing Technician (QA): performed testing for pipe installation; testing for embankment earthwork; testing of concrete for culverts; wick drain installation monitoring and testing of fill placed over wick drains.

Dragonslayer Project, BP Chemical, Wando
Lead Testing Technician: performed pile installation monitoring; micropile installation monitoring; concrete monitoring, sampling, and testing; grout sampling and testing; coordinated with client and contractor for testing requirements.

Production Building, Agru America, Charleston
Lead Testing Technician: performed concrete testing, reinforcing bar inspection, materials qualification testing. Worked with client and contractor to assure conformance with specifications.

Thomas "Tommy" Dorsey

Field Operations Manager / Supervisor

FIRM

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EDUCATION

BS: Emergency Management (In Progress)
Manager of Environmental Safety and Health (MESH)

EXPERIENCE

8 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Dorsey has eight years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In additional to Right-of-Way (ROW) debris monitoring programs, Mr. Dorsey has worked extensively on Hazardous Leaner, Hanger, and Stump Removal programs. Mr. Dorsey has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations.

Mr. Dorsey also completed 40-Hour HAZWOPER – OSHA, 30-Hour OSHA Safety for the Construction Industry courses and over 50 FEMA EMI Courses.

Project Experience

City of Palm Bay, Florida, Hurricane Irma Recovery Operations, 2017 – Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Palm Bay following the devastating impacts of Hurricane Irma. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented the removal of over 253,867 cubic yards of debris.

City of Stuart, Florida, Hurricane Irma Recovery Operations, 2017 – Mr. Dorsey served as the operations manager overseeing debris removal monitoring operations throughout the City of Stuart. Thought the efficiencies managed by Mr. Dorsey, the City was able to complete debris removal operations in less than 30 days.

City of Vero Beach, Florida, Hurricane Matthew Recovery Operations, 2016 – Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Vero Beach. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

South Carolina Department of Transportation, Orangeburg, Bamberg and Clarendon Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Dorsey served as operations manager and field supervisor for debris removal monitoring in multiple counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 – Mr. Dorsey served as the field supervisor supporting daily debris removal monitoring operations throughout Putnam County. He was also responsible for managing and supporting debris removal monitors in the field. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs.

Aiken County, South Carolina Winter Storm Pax Response and Disaster Recovery, 2014 – In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by Aiken County to provide debris removal monitoring services. Mr. Dorsey served as the Operations Manager responsible for overseeing all of the Counties debris removal monitoring programs. The County performed ROW debris removal, hazardous trees and limb removal, and a waterway debris removal program throughout the historic Horse Creek Trail. Overall more than 1,400,000 cubic yards of debris was substantiated by Thompson in Aiken County.

Jefferson Parish, LA, Hurricane Recovery Operations 2012 – Mr. Dorsey served as an operations manager for debris removal monitoring efforts on behalf of Jefferson Parish following the landfall of Hurricane Isaac. He was in charge of overseeing day-to-day operations monitoring projects including truck certification, monitor training, emergency road clearance and debris removal operations and right-of-way collection.

Training and Certifications

- HAZWOPER Supervisor - OSHA
- 40-Hour HAZWOPER - OSHA
- 30-Hour OSHA Safety for the Construction Industry
- Over 50 FEMA EMI Courses

Connie Stewart

Field Operations Supervisor

FIRM

Thompson Consulting Services
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EXPERIENCE

10 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Ms. Stewart has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Sumter County and City of Sumter, SC, Winter Storm Pax, 2014 Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

New York Department of Transportation, Hurricane Sandy, 2012 – 2013, Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011 Ms. Stewart operated heavy equipment, including trackhoes, dozers and off road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010 – Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

Galveston County, TX, Hurricane Debris Removal Monitoring, 2008 – In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008 –Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right of way and leaner and hanger debris removal programs.

Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activates of a group of debris removal monitors and ensuring project compliance.

Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006 – Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

City of Gulfport, MS, Hurricane Katrina, 2005-2006 – Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right of way, salt water kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

Training and Certifications

- FEMA Emergency Management Institute
  - Professional Development Series (consists of 7 different courses)
  - IS-00005.A An Introduction to Hazardous Materials
  - IS-00100.B Introduction to Incident Command System ICS-100
  - IS-00340 Hazardous Materials Prevention
  - IS-631 Public Assistance Operations 1
  - IS-00632.A Introduction to Debris Operations
  - IS-00634 Introduction to FEMA's Public Assistance Program
  - IS-00700.A National Incident Management System (NIMS) An Introduction
  - IS-00703.A NIMS Resource Management
  - IS-00704 NIMS Communications and Information Management
  - IS-00800.B Nation Response Framework, An Introduction
  - IS-00805 Emergency Support Function (ESF)#5 Emergency Management
  - IS-00810 Emergency Support Function (ESF)#10 Oil and Hazardous Materials Response
- OSHA Certifications
  - 16 Hour OSHA Course # 7600 Disaster Site Worker
  - 40 Hour HAZWOPER + 8hr refresher to stay current
  - 10 Hour OSHA Construction Safety and Health
  - 30 Hour OSHA Construction Safety and Health
  - OSHA 510 – Construction Safety and Health
  - OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

Jeff Hollis

Field Operations Supervisor

FIRM

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Lake Mary, FL 32746

EXPERIENCE

13 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Mr. Hollis has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018 – Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Mr. Hollis recently served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

Lumberton, North Carolina, Hurricane Matthew, 2016 – 2017 - Mr. Hollis served as operations manager for debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 – Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as the operations manager for debris removal monitoring operations in Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.

Harris County, TX, Hurricane Debris Removal Monitoring, 2008 – In 2008, Mr. Hollis served as a field operation manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008 – Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

St. Landry Parish, Louisiana, Hurricane Gustav, 2008 – Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 – Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000 cubic yards of vegetative and construction and demolition debris was collected.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training

SECTION 5

REQUIRED FORMS & CERTIFICATIONS

Thompson has completed and included the following forms and Certifications in the subsequent pages of this section:

- RFP Cover Page
- Certificate of Familiarity
- W/MBE Compliance Provisions
- W/MBE Affidavit A
- W/MBE Affidavit B
- M/WBE Certificate (Soil Consultants, Inc.)
- References
- Acknowledged Addenda

  Addendum 1

  Addendum 2

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

Proposal Number: 20-P014R	**Proposals will be received until:** April 29, 2020 @ 12:00pm
Proposal Title: Work Debris Monitoring Services	
Mailing Date: March 20, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Thompson Consulting Services, LLC	**FEIN/SS#:** 45-2015453
Vendor Address: 1135 Townpark Avenue, Suite 2101	
City – State – Zip: Lake Mary, FL 32746	
Telephone Number: 407-792-0018	**Fax Number:** 407-878-7858
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Date:** 5/4/2020	**Title:** President

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

IMPORTANT

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

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

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

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson no later than 1:00pm on April 8, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett Robinson, robinsonr@charleston-sc.gov.

Proposal Number: 20-P014R	**Proposals will be received until:** April 29, 2020 @ 12:00pm
Proposal Title: Work Debris Monitoring Services	
Mailing Date: March 20, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Thompson Consulting Services, LLC Company Name As registered with the IRS	Authorized Signature
1135 Townpark Avenue, Suite 2101 Correspondence Address	Jon Hoyle Printed Name
Lake Mary, FL 32746 City, State, Zip	President Title
jhoyle@thompsoncs.net Email	407-792-0018 Telephone Number/Toll Free Also (If Available)
1135 Townpark Avenue, 2101 Remittance Address	407-878-7858 Fax Number
Lake Mary, FL 32746 City, State, Zip	5/4/2020 Date
45-2015453 Federal Tax ID (FEIN)/SS Number	N/A SC Sales Tax Number

Minority or Women-Owned Business:

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

☐ Yes ☒ No

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

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

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

Name of Company: Thompson Consulting Services, LLC

Signature	5/4/2020 Date
Jon Hoyle Print Name	President Title
Witness	

AFFIDAVIT A
Page 1 of 2

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

Affidavit of Thompson Consulting Services, LLC
(Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date: 5/4/2020 Name of Authorized Officer (Print/Type): Jon Hovle

Signature:

Title: President

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

1. Minority Firm Name and Contact Soil Consultants, Inc	**Minority Firm Address** 1508 Greenleaf St Charleston SC 29405
Minority Firm Telephone Number 843-723-4539 **Minority Firm Fax Number** 843-723-3648 **DBE Certification Number** 02-050119-149	**Minority Group Type** ☐ (African American) ☒ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

Date: 5/4/2020 Name of Authorized Officer (Print/Type): Jon Hoyle

Sworn to before me this 4th day of May, 2020.

Signature:

Notary Public for the State of Florida

My Commission Expires: 2/29/2024

Title: President

Print Name: Briana Gardner

Phone Number: 407-792-0018

Address: 1135 Townpark Ave. Ste. 2101, Lake Mary, FL 32746

Notary Seal:

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

AFFIDAVIT B

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

Affidavit of Thompson Consulting Services, LLC. I hereby certify that on the
(Name of Bidder)

20-P014R Work Debris Monitoring Services, Total Project Amount $ TBD
(Project Name)

I will make a good faith effort to expend a minimum of 20 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Soil Consultants, Inc. 843-723-4539	W	Field debris monitors	$ TBD
			$
			$
			$
			$
			$
			$

Total MBE Participation: 20 % $ TBD

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

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

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

Date: 5/4/2020 Name of Authorized Officer (Print/Type): Jon Hoyle

Signature:

Title: President

Sworn to before me this 4th day of May, 2020. Notary Public for the State of Florida

My Commission Expires: 2/29/2024

Print Name: Briana Gardner

Phone Number: 407-792-0018

Address: 1135 Townpark Ave. Ste. 2101, Lake Mary, FL 32746

Notary Seal:

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

City of Charleston

MWBE Certification

This is to certify that

Soil Consultants, Inc.

has met the requirements and is a certified minority or woman-owned business enterprise in good standing with the City of Charleston, South Carolina's Minority and Women Business Enterprise Program.

May 1, 2019	02-050119-149	May 30, 2024
Date of Certification	Certification Number	Expiration Date

MBE Manager

References

Bidders must supply a minimum of ten (10) SC references for which they have provided the same or similar services being requested here on a contract basis during the last three (3) years.

Name: South Carolina Department of Transportation

Address: 955 Park Street, Columbia, SC 29202

Phone/Fax: 803-737-1290

Email: cookdb@scdot.org | David Cook

Name: Horry County, South Carolina

Address: 4401 Privetts Road, Conway, SC 29526

Phone/Fax: 843-915-5160 / 843-365-2170

Email: markunna@horrycounty.org | Andrew Markunas

Name: Carteret County, North Carolina

Address: 302 Court House Square, Beaufort, NC 28516

Phone/Fax: 252-728-8545

Email: eugene.foxworth@carteretcountync.gov | Eugene Foxworth

Name: Chatham County, Georgia

Address: 7226 Varnedoe Drive, Savannah, GA 31406

Phone/Fax: 912-652-6869

Email: wewright@chathamcounty.org | William Wright

Name: City of Fort Lauderdale, Florida

Address: 700 NW 19th Avenue, Fort Lauderdale, FL 33311

Phone/Fax: 954-828-6111

Email: mdoyle@fortlauderdale.gov | Melissa Doyle

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

ADDENDUM #1 Q&A

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

DATE: April 21, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P014R – Work Debris Monitoring

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

Q-1 **Will the City also be issuing a Disaster Debris Removal RFP? If so, we would like to be included on the list to receive the RFP.**

A-1 The City has already issues an RFP and has received proposals.

Q-2 **Is the City open to negotiate the terms and conditions at the contract stage with the awarded Proposer/Contractor?**

A-2 The contract will be negotiated.

Q-3 **Should pricing be all inclusive or will any of the project expenses be billed to the City with no mark-up?**

A-3 Prices should be all inclusive.

Q-4 **Page 6, Notice to Proceed: Could the City clarify if performance and payment bonds are required? They are mentioned in this section, but nowhere else in the solicitation.**

A-4 The City is requiring a Performance Bond for this project from the awarded vendor.

Q-5 **Page 6, #28 – Insurance: Would the City be agreeable to have the final certificate of insurance issued 5 days after final contract is being negotiated? Would a conditional certificate be acceptable after the notice of award?**

A-5 The City is agreeable to the final certificate of insurance being issued 5 days prior to the execution of the contract.

Q-6 **Page 7, #29 - Indemnification: Would the City be agreeable to negotiating this section?**

A-6 No.

Q-7 **Page 13, #58 – Guarantees & Warranties: Would the City be agreeable to a 90-day warranty as that is consistent to the services being offered?**

A-7 Yes.

Q-8 **Page 25, References: The RFP states that bidders must submit ten (10) references from SC for services that were provided during the last three (3) years. Would the City be amenable to allowing bidders to provide references from outside SC?**

A-8 That is a typo. You are required to submit five (5) references. They do not have to be all in SC.

Q-9 **Page 39, Vendor Checklist: The Vendor Checklist mentions Pricing Sheets; however, there are no pricing sheets included in the RFP. Is there a formatted price schedule for all vendors to use or should we create our own as we see fit to address the needs of the scope?**

A-9 Pricing Sheet has been prepared and will be on our website.

Q-10 **You have requested a notary for three forms and nine hard copies to be provided by the April 29th due date. As we are following the President's and various Governors' Directives and keeping our people safe by working from home, we request that you eliminate the required for obtaining a notary and hard-copy delivery at this time for the proposal. I appreciate your attention to this matter during this national crisis.**

A-10 We can delay receipt of the forms being notarized; however, we will not accept electronic copies of the proposals. Hard copies are required per our policy.

Q-11 **The RFP shows a list of scoring criteria; however, no weights or points are allocated for each. Would the City please provide the weighted value of each criteria listed on page 30, in order to clarify how proposals will be scored?**

A-11 The weight values will not be provided.

Q-12 **Cost of Services is listed on page 30 as a scoring criteria. Would the City please provide a standardized hourly rate form, so that cost may be scored fairly across proposers?**

A-12 See A-9

Q-13 **Given the growing concerns with COVID-19 and the uncertainty of whether delivery services will be available in the coming weeks, we would like to ask whether the City would consider allowing proposals in response to this RFP to be submitted electronically, instead of hard copies? Additionally, the safety of both our employees and of those we serve are of upmost concern and we would like to minimize incoming/outgoing packages that may present a heightened risk of exposure to COVID-19.**

A-13 The City will not accept electronic proposals. The City is open and we are using precautions accepting all packages that come in to the City.

Q-14 **Given the current National Emergency addressing the COVID-19 pandemic, we request that the City consider the option of proposals to be delivered by means of electronic submission via the City's preferred digital delivery method. Many offices across the country, under which normal circumstances hard-copy production would take place, are mandated closed at this time.**

A-14 See A-13.

Q-15 **Page 39, Vendor's Checklist, Item 6 asks if pricing sheets have been included yet there are none provided in the RFP package. Does the City intend to furnish a rate sheet?**

A-15 See A-9.

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

Signature of Acknowledgement

5/4/2020
Date

Thompson Consulting Services, LLC
Company Name

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

ADDENDUM #2

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

DATE: April 21, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P014R – Work Debris Monitoring

This addendum #2 to the solicitation is being made for the following reasons:

The due date has been changed from April 29, 2020 to May 11, 2020. The time due will not change.

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

Signature of Acknowledgement

5/4/2020
Date

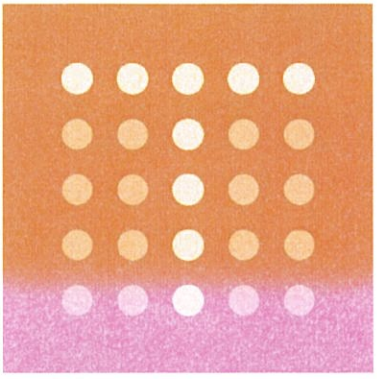
Thompson Consulting Services, LLC
Company Name

thompson

CONSULTING SERVICES

EXHIBIT E

Electronic Copy



City of Charleston, South Carolina

Request for Proposal No. 20-P014R

WORK DEBRIS MONITORING SERVICES | PRICE PROPOSAL

Opening Date Time: May 11, 2020 | 12:00 PM

thompson
CONSULTING SERVICES

20-P014R DEBRIS MONITORING and RECOVERY SERVICES
COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including travel, lodging, per diem, communications, supplies, rental equipment, and other direct project expenses) will be billed to the County at cost without mark-up.

POSITION	HOURLY RATE
Project Manager	$ 67.00
Operations Managers	$ 57.00
GIS Analyst	$ 55.00
Field Supervisors	$ 49.00
Debris Site/Tower Monitors	$ 32.00
Load Ticket Data Entry Clerks *	$ 0.00
Billing/Invoice Analysts	$ 45.00
Project Assistants	$ 18.50
Field Coordinators (Crew Monitors)	$ 33.00

OTHER REQUIRED POSITIONS
Proposer may include other positions, with hourly rates, as needed.

POSITION	HOURLY RATE
Automated Debris Management System (ADMS)**	$ 2.50
	$
	$
	$
	$

FIRM NAME: Thompson Consulting Services, LLC

AUTHORIZED REPRESENTATIVE SIGNATURE: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

*ADMS charge proposed as alternative delivery to Load Ticket Data Entry Clerks (QA/QC). Charge applies to positions that require the use of an ADMS handheld device and hip printer only.

**Please see scope of services for detailed description of ADMS.

thompson

CONSULTING SERVICES

3b.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

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

SUBJECT: FIRE UNIFORMS SUPPLIES FOR THE CHARLESTON FIRE DEPARTMENT

REQUEST: Approval to establish a contract for Fire Uniform and Supplies with Read's Uniforms, 4 Sweeten Creek Crossing, Asheville, NC 28803 Solicitation #20-P028R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 28, 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	☐	☐		☐
CFD	☒	☐	Daniel M. Curia	☐
Procurement Director	☒	☐	[illegible]	☐

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

If yes, provide the following: Dept./Div.: 210000 & 211000 Account #: 52008

Balance in Account 210000 - $227,951 211000 - $440,708 Amount needed for this item $275,000.00 EXL

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:

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

CFD Uniforms & Supplies

Solicitation #20-P028R
June 23, 2020

Firm	Scores of Scorers					Total Score
Command Uniforms by John	68	58	70	48	63	307
Designlab	87	72	77	52	66	354
Patrick's Uniforms of Georgia	73	67	65	46	44	295
Read's Uniforms	96	91	95	68	91	447
RKO Total Graphics	31	82	34	39	20	206

Buyer — Date 6/23/2020

Witness — Date 6/23/20

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND READ'S UNIFORMS FOR UNIFORMS AND SUPPLIES FOR THE CHARLESTON FIRE DEPARTMENT

THIS AGREEMENT is entered into this 21st day of August, 2020 between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Read's Uniforms (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Uniforms and Supplies for the Charleston Fire Department in accordance with Solicitation #20-P028R. All attachments and exhibits, including Exhibits A, B, C, D and E listed below, shall be incorporated herein:

Exhibit A: Solicitation #20-P028R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal
Exhibit E: Contractor's Cost Proposal
Exhibit F: Revised Cost Proposal on Sweats

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

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

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

Exhibits D and E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

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

6. The Contractor will provide measuring on site or at a local store for the initial order and for each additional recruit class. This will be accomplished by actual trial/fit sizing sets and not by tape measuring alone.

7. Preventing any manufacturing abnormalities, from the time the Contractor has all details confirmed and all personnel measured, delivery of garments should be accomplished in no more than forty-five to sixty (60) days on recruit classes and thirty (30) days on routine small orders.

8. If the Contractor is unable to meet the needs in regards to size, comfort, or turn-around time the department has the ability to go to a different vendor for said item.

9. The Contractor must have the approval process in place and functional, on their website, no later than September 30, 2020.

10. The complete website build, customization, and training must be completed by September 30, 2020.

11. If a garment is damaged during normal wear and use, the Contractor is able to either:
    a. Send the garments to the manufacturer for repair or replacement
    b. Perform the repair or replace in-house and return to the City
    c. If the garment is defective in any way, the Contractor or the Manufacturer will pick up or arrange for pick-up of the garments from the City and will replace, repair and return the items to the City.

12. All catalog items will be offered to the City at a discount for rental, lease or purchase. The Contractor shall send Procurement a copy of additional requests made by department.

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $275,000.00 (Two Hundred Seventy-Five Thousand Dollars and Zero Cents) per year for goods and/or services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms will be Net 30 days. Payment shall be made after

materials have been delivered to the City by the Contractor and the materials have been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Accounts Payable (PO Box 853, Charleston, SC 29402) located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the Term or any agreement extensions. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

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

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

§5. SUBCONTRACTORS

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

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

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

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

terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

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

§6. INDEMNIFICATION

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

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

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

To:	To:
City of Charleston	Read's Uniforms
John J. Tecklenburg	David George
Mayor	VP of Sales
PO Box 304	4 Sweeten Creek Crossing
Charleston, SC 29402	Asheville, NC 28803

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-

contractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

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

Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

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

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

Holly Ploeff
Name Holly Plouff

Date: 7/17/20

Kathryn Mills
Name Kathryn Mills

Date: 7/17/20

David George
VP of Sales
Date: July 17, 2020

EXHIBIT A

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

Proposal Number: 20-P028R	**Proposals will be received until:** June 16, 2020 @ 12:00pm
Proposal Title: Fire Department Uniforms and Supplies	
Mailing Date: May 22, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

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

IMPORTANT

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

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

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

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson or Chenette Singleton no later than 1:00pm on June 3, 2020**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Chenette Singleton, singletonc@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

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

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

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

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

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

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

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

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

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

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. DISPUTES

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

39. STATE AND LOCAL TAXES

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

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

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

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

40. INCORPORATION BY REFERENCE

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

41. PRIME CONTRACTOR RESPONSIBILITIES

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

42. OWNERSHIP OF MATERIAL

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

43. DRUG-FREE WORKPLACE

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

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

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

46. RECORDS RETENTION & RIGHT TO AUDIT

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

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

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

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

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

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

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

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

obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

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

NO PROPOSAL RESPONSE FORM

Proposal Number: 20-P028R	**Proposals will be received until:** June 16, 2020 @ 12:00pm
Proposal Title: Fire Department Uniforms and Supplies	
Mailing Date: May 22, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

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

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

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

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

Comments: _____

_____

_____

Proposal Number: 20-P028R	**Proposals will be received until:** June 16, 2020 @ 12:00pm
Proposal Title: Fire Department Uniforms and Supplies	
Mailing Date: May 22, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

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

Minority or Women-Owned Business:

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

☐ Yes ☐ No

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

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

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

Name of Company: _____

Signature	Date
Print Name	Title
Witness	

AFFIDAVIT A
Page 1 of 2

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

Affidavit of _____
(Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:_____

Title: _____

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____ _____

AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

My Commission Expires: _____

Print Name: _____

Phone Number: _____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

Notary Seal:

References

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

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

GENERAL INFORMATION

The City is soliciting proposals from vendors that can provide Uniforms and Supplies for the Charleston Fire Department.

PROCUREMENT PROCESS

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

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson or Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov. *Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on June 3, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

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

PROPRIETARY INFORMATION

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

UNAUTHORIZED COMMUNICATIONS

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

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

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

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

SUSPENSION AND DEBARMENT

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

CONTRACT NEGOTIATIONS

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

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

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

PROPOSAL PREPARATION

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

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(June 16, 2020 @ 12:00pm)*** of their proposal by the City. Proposals

received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

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

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and five (5) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

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

COMPLETION OF REPONSES

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

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

PROPOSAL FORMAT

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

a) All bid packages should be clearly marked **"20-P028R Fire Uniforms and Supplies"** and **submitted in a sealed envelope.**
b) Technical and Price proposals should be submitted together; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal.
c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on June 16, 2020. Late proposals will not be accepted for any reason.**
e) **No more than one bid may be submitted by any Vendor**.
f) The bid must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the bid.
h) Offerors should submit proposals in the following format:

1. **Title Page**: Should show the RFP's subject; the Offeror's name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. **Table of Contents**: Provide a Table of Contents to aid the evaluation of the proposal.

3. **Transmittal Letter**: Proposal should include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of "why" the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. **Detailed Proposal**: The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Fire Department Uniforms and Supplies to the City in conformity with the requirements of this RFP.

   Offerors should address all the points outlined in the Criteria Factors.

PROPOSAL EVALUATION PROCESS

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

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

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

fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

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

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

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

PROPOSAL EVALUATION CRITERIA FACTORS

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

Criteria Factors

a) Organization and Approach to Proposal Submission
b) Company History and Stability
c) Summary of experience, qualifications and past performance and ability to provide the services required as contractor
d) Minimum of four similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, email address and contact person and date of service provided
e) Order Processing Options
f) Provide evidence of product, ability to meet schedules (turnaround time), proper sizing, cooperation and responsiveness.
g) Distance to nearest store location
h) Cost

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

SCOPE OF WORK AND SPECIFICATIONS

The purpose of this solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Fire Department (CFD). It will cover the actual items as well as sewing and repair service of the garments.

The City would like for the Vendor to have a pre-established date and time for any "in-person" deliveries.

The Vendor will be required to place orders with article manufacturers within two (2) business days of order receipt from the City. The Vendor will need to provide written proof, within three (3) business days, that an order has been placed with the manufacturer and specify the date they (the Vendor) anticipates receiving the product(s) from the manufacturer. In addition, the vendor will provide a 24-hour response time Monday through Friday on questions. Vendor shall provide the Fire Department with a weekly update on outstanding items on order and their status.

Vendor should provide a complete statement regarding materials and workmanship warranties offered on each item in this solicitation. The City reserves the right to ask for this information on items not listed in this solicitation.

Vendor shall be able to apply sewn-on name strip, rank specific insignia and department patches. Successful Vendor will be given a sample of the actual insignia and patches upon award. Vendor will supply a patch sample prior to initiating orders upon award of contract.

The Vendor shall work directly with each CFD employee (unless otherwise stated by an authorized City Representative) to take his/her order including alteration measurements, alterations, sewing on of patches, insignias, and the embroidered employee's name strip. The Vendor will be made available for on-site fittings for recruit classes, large group sizing, such as group promotions. Patch attachment and embroidery needs shall include: **Illustration indicating the specific location of insignias and fire department patch.**

Vendor shall require CFD employee to present official City of Charleston identification and shall have them sign documents pertaining to their purchase. It will be the responsibility of the Vendor to record the employee's identification information. Vendor will be completely responsible for costs of uniforms and other items that cannot be matched with an authorized City employee.

Vendor should be able to provide alterations including but not limited to: waist, hem, seat of pants, zippers, sleeves and side-seams on shirts for uniform purchases at no additional cost. Embroidery work shall be provided at the cost stated on Cost Proposal. Alterations and attachment of patches on previously purchased items shall be performed at cost on the Cost Proposal. Any items needed to perform requirements of this solicitation (i.e. thread, buttons, zippers, hooks, etc.) shall be furnished by the Vendor. All hems must be done in a manner that conceals the thread line as much as possible. All sewing and alterations shall be done in a first class manner consistent with a first class tailoring shop. All supplies and materials shall be first class, of the proper color, and be able to withstand extreme wear. In the event any stitching becomes undone within sixty (60) days of alterations or repair, the Vendor shall repair it at no cost to the City.

Vendor must stock sizes S-3XL for men and XS-3XL for women. Tall sizes offered in Size L-3XL. Vendor shall offer youth sizing when adult sizes will not fit employees. If vendor is unable to place employee in proper size based on current brand offered a mutually agreed upon alternate may be offered to accommodate sizing issues.

Vendor should have a storefront operations and maintain an adequate inventory of items specified in this solicitation in order to comply with a turn-around time (TAT) of 3 days or less in the case of emergencies. Any item that is not in stock shall be delivered within one week after receipt of order.

The Vendor awarded the contract will provide all patches, insignia and sewn-on items as required for the uniform. All articles of clothing will be supplied to the employee neatly folded or pressed.

Vendor will provide a proof of the items being embroidered or printed at the beginning of the contract or anytime changes are made to ensure proper sizing and color.

Any time the Vendor orders an incorrect item, color, model, etc., the Vendor will, at their expense, provide express shipping service to/from the manufacturer and to/from the City of Charleston to replace the item with the correct one. In addition, vendor will provide access to a local alterations shop for items not fitted correctly; at vendors cost with validation proof of vendor's error.

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.

The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery, printed or engraved product prior to release to the City. Any embroidery or engraving related errors, imperfections, mistakes, quality issues, etc. will require the Vendor to replace the base item, at their expense, along with express shipping to/from the manufacturer and/or the City.

Under no circumstances are patches, emblems, insignia, images, etc. depicting or representing the Charleston Fire Department or any of its entities, special units, etc. be used or applied without express written approval from the Fire Chief of the Charleston Fire Department. There are no "all encompassing" approvals.

The Vendor should give information detailing their automated tracking system. This system should include the following:

- System can be loaded from existing data
- Real time website – Inventory, reporting, allotment tracking
- Reporting – YTD spent, items issued by employee, order history and tracking
- Approval – logistics will have to approve the submitted request from employee
- Build out order packages – example recruits, promotions

- Bulk orders – order all the bulk items ourselves to have tracking ability of products ship dates without having to send emails to inquire
- The ability to see all items on the website for the administrators, users only see what is approved for the rank of the individual

The Vendor should detail their process for handling and filling orders from start to finish. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

If the Vendor has not previously performed the services for the City, the City reserves the right to require a test period to determine if the Vendor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be conducted under all specifications, terms and conditions contained in the contract. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Vendor or to select another Vendor.

All repairs will require written authorization via a Charleston Fire Department work order specifying the work to be completed. The vendor will be responsible for uniform repair cost for work completed without the appropriate authorization work order. No repairs will be made to civilian clothing belonging to an employee unless specifically authorized on the work order. Any alterations to the seat area of any trousers shall be at the employee's expense, unless specifically authorized by a work order. The tapering of any uniforms will be totally at the expense of the employee.

During performance of the Contract, and the City becomes aware of better prices offered from outside Vendors, the City will provide the Awarded Vendor an opportunity to revise its price to match outside Vendor pricing. If the Awarded Vendor is unable or unwilling to revise the price, the City reserves the right to procure such items from outside vendors.

The City may require additional items/duties of a similar nature, but not specifically listed in this solicitation. The Awarded Vendor may agree to provide such items/duties, and may provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Proposal. If the City is not satisfied with the prices given, the City reserves the right to purchase these items elsewhere and not add them to the contract.

If any additional discounts are offered, please provide a statement on how discounts are applied and/or what items or services they are for.

If submitting a manufacturer other than what is listed, please provide samples.

NOTE: Vendors must:
1) Submit published price list(s) with their proposal (on paper and on flash drive with proposal), and
2) Provide a Web address where the list(s) may be accessed.

#20-P028R Fire Dept. Uniforms and Supplies **Vendor:** _____

Item	Qty./Year	Description	Unit Price	Total
1	50 - 100	Fire Department Metal Badge, Officers - Gold: Captain, Chief Fire Marshal, Battalion Chief, Assistant Chief, Deputy Chief, Fire Chief / Firefighter - Silver, Firefighter, Engineers - Engineers badge has Steamer Center Piece, Assistant Fire Marshal, Deputy Fire Marshal **Please provide manufacturer information and sample badge for quality assurance**		
2	50 - 100	Fire Department Name Plates, Officers - Gold: Captain, Chief Fire Marshal, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief - Attached Maltese cross with red center and the words Charleston Fire Department Firefighters - Silver: Firefighter, Engineer - Engraved Black lettering: Rank, First Initial, Last Name - Attached Maltese cross with red center and the words Charleston Fire Department		
3	50-100	Collar pins rank, and CFD rhodium/gold plate all ranks, CFD cutout, Captain, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief will receive appropriate bugle count		
4	300 -1000	T-Shirts, short sleeve, Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink - Recruit Personnel Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on right sleeve, Material: 100% cotton NFPA Compliant Material, XSmall-3XL available in all sizes to include tall sizes		
5	50-400	T-Shirts, long sleeve, Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink - Recruit Personnel Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on right sleeve, Material: 100% cotton NFPA Compliant Material, XSmall-3xl 3XL available in all sizes to include tall sizes		
6	300 - 1000	Sweatshirts, Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink- Recruit Personnel Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on sleeve, Material: 100% cotton NFPA Compliant Material, XSmall-3XL		

7	300 -1000	Sweatpants, with pockets Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink- Recruit Personnel Screen Print Logo on front upper left leg, Material: 100% cotton NFPA Compliant Material, Small-3XL		
8	300 –1000	Shorts, with pockets Color Options: Navy • Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink- Recruit Personnel Screen Print Logo on front left lower leg Material: 100% cotton NFPA Compliant Material, XSmall-3XL		
9	300 - 1000	Tru-spec 24/7 Tac Navy blue Pants, Small-3XL available in all sizes to include tall sizes. Female sizes measured to female measurements and not unisex.		
10	400	Workrite Shirts #700NX45MN, Midnight Navy, Male and Female, Small-3XL available in all sizes to include tall sizes, snap closure up front behind buttons, Sewn on names strips, one line, above right breast pocket and color rank insignia on collar, thread color: • Firefighter-Engineer color- red stitching • Captain-Fire Chief color- gold stitching and Charleston logo patch sewn on left shoulder		
11	200	Workrite Shirts, Long Sleeve #705NX45MN, Midnight Navy, Male and Female, Small-3XL available in all sizes to include tall sizes, snap closure up front behind buttons, Sewn on names strips, one line, above right breast pocket and color rank insignia on collar, thread color: • Firefighter-Engineer color- red stitching • Captain-Fire Chief color- gold stitching and Charleston logo patch sewn on left shoulder		
12	600	Workrite Pants #402NX75MN, Midnight Navy, Male and Female, 28-52. Female sizes measured to female measurements and not unisex.		
13	20-50	Dress Uniform Shirts, Color: White and Blue, Style: Long Sleeve button up with collar, Short Sleeve button up with collar, Double Pocket with fold down and Velcro closure, Pre-positioned badge tabs upper left breast, Male and Female, available in all sizes to include tall sizes , Charleston logo patch sewn on left shoulder (white patch on white shirt and blue patch on blue shirt)- **Provide Sample Shirt**		
14	20-50	Dress Uniform Tie, Color: Black, Style: Clip-on - 18" to 20" length, 4-n-Hand Tie - 57" length		
15	25-50	Dress Hat Badge, Gold plate and rhodium Firefighter, Captain, Chief Fire Marshal, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief		

16	50-100	Dress shoe - Promeric Dress Shoes, Color: Black, High Shine Shoe, male and female, all sizes be made available		
17	50-100	HAIX Boot, wildland, EMS boot, male and female sizes, all sizes will be made available.		
18	50-100	TruSpec TAC ASSAULT 9" side zip boot, Style #4059, male and female size, all sizes made available		
19	25-100	Tingley 3.1 icon jacket hi-vis yellow with liner, with "Charleston Fire Department" on back, Black fleece liner embroidered with logo on left breast, S-5XL made available		
20	25-100	Tingley 3.1 pants hi-vis yellow, S-5XL made available		
21	50-300	Uniform Belt, 1 ½", Color: Black, Size: Varying sizes, silver and gold buckles available **the specific information regarding the belt size will be provided as needed**		
22	50-100	TruSpec belt, nylon, color black		
23	50-300	Station Wear Ball Cap, Color: • Blue - Firefighter - Battalion Chief • Black: Chief Officers, Flexible Fit - Durable and fully enclosed, Embroidered front center "CHARLESTON FIRE" and "CFD" scramble and small logo on rear, "Charleston 9" recognition, **Provide sample ball cap**		
24	50-400	Beanie cap, knit will micro fleece lining, color blue, chief officers have option for black		
25	50-400	Propper Nylon Cotton Ripstop Boonie Hat, # HW554, color blue		
26	50-400	Blauer job shirt #4630X, Color: Navy, Embroidered Logo on left breast, name tape on right breast above pocket. Large Embroidered Logo (white) on back, Small logo "Charleston 9" on right sleeve, Small-3XL available in all sizes to include tall sizes		
		Additional samples may be requested as deemed necessary.		
		Description information of each item is required.		
			Shipping	
			Sub-Total	
			9% Tax	
			Total	

If submitting a manufacturer other than what is listed, please provide samples.

Vendor Questionnaire

1. What would be the maximum number of days you would require to complete any of the above tasks? _____ days

2. List the location, street address and city of the nearest store location that personnel can visit should store visits be needed.

   _____

   _____

   _____

3. List below the location(s), street address and city where the work will be performed? Is the work done in-house or sub-contracted? If it is sub-contracted, provide information on the sub-contractor.

   _____

   _____

   _____

   _____

4. Is the embroidery performed in-house or sub-contracted? If sub-contracted, provide information on the sub-contractor. Also provide information on turn-around time for embroidery.

   _____

   _____

   _____

   _____

5. What are your days and hours of operation? _____

6. Number of years' experience you have in providing similar services? _____ Years

7. List the names of those persons who will have a management or senior position working with the City if you are awarded the contract. List name, title or position, and project duties.

   _____

   _____

   _____

8. Describe inventory limitations or any other factor that might affect the two week turn-around time required by the City.

   _____

_____

_____

_____

Embroidery. While alterations and attachment of patches and insignia is included as part of the price of uniform articles, embroidery may be charged as a separate cost. If there is an additional cost to embroider names, state cost below.

_____

_____

Additional Items and Accessories. There may be occasions when Uniformed Employees may require items not listed in this solicitation. The City would like to have a discount off of other related items that are offered by your company and covered by their uniform allowance. Please state an overall discount, or discounts for other items offered by your company in the space below or on a separate sheet.

Description/Category	Brand/Mfg. Name	% Discount

There may be occasions when Uniformed Employees may need alterations, attachment of insignias, embroidery of names, etc., after the initial purchase of an item. Please provide a description of the cost for such service in the space below or on a separate sheet.

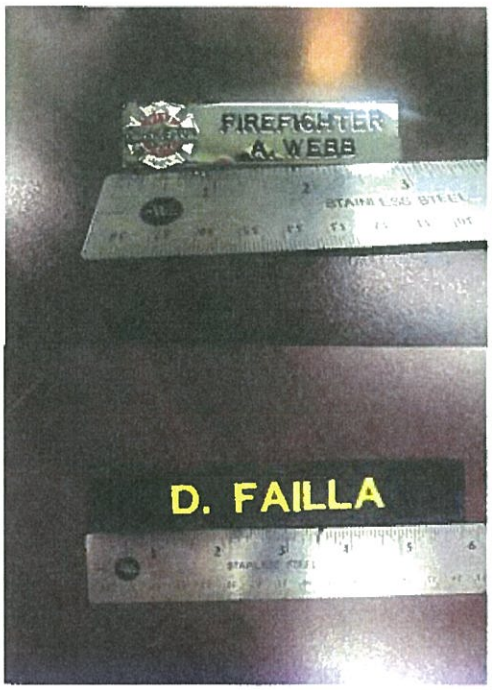
_____

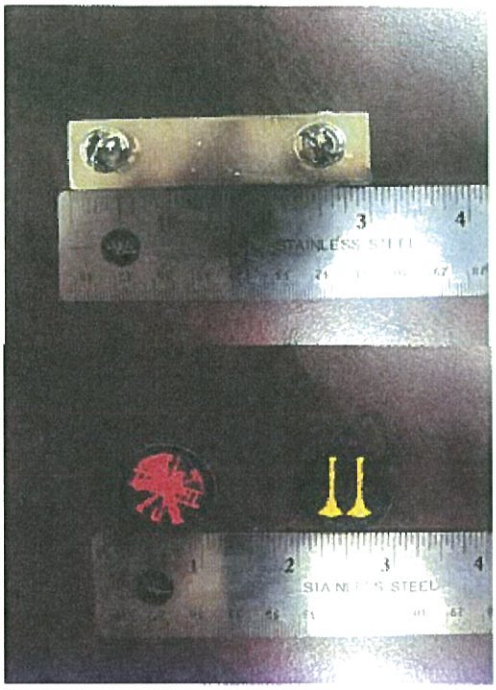
_____

_____

Warranties. Vendor warrants that the workmanship and/or merchandise will conform to its description and any applicable specifications and shall be of good, merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty of service guarantee given by Vendor to the City.

CAPTAIN
DEPUTY CHIEF
PREMIER EMBLEM
INSIGNIA FOR AMERICA'S HEROES
BATTALION CHIEF
CHESHER


FIREFIGHTER
A. WEBB
D. FAILLA



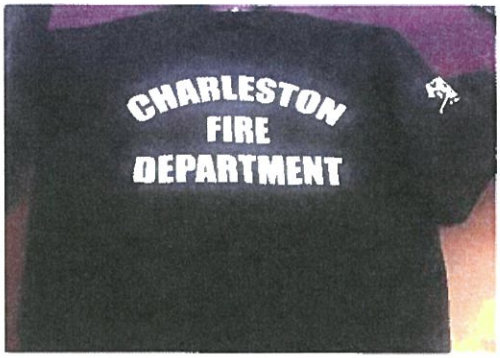
CHARLESTON
S.C.
FIRE DEPT.

CHARLESTON
S.C.
ORGANIZED
1882
FIRE DEPT.

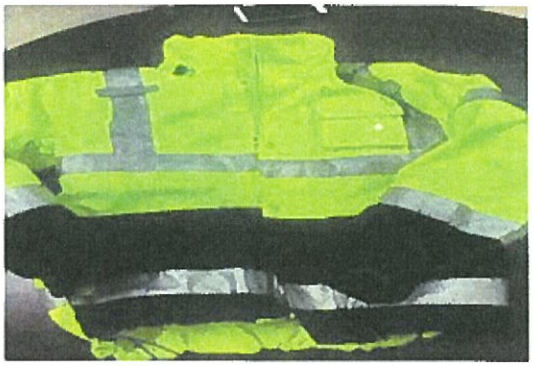
CHARLESTON
S.C.
FIRE DEPT.

CHARLESTON
S.C.

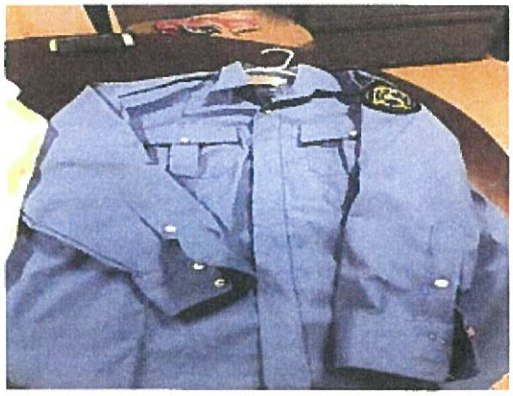
CHARLESTON
FIRE
DEPARTMENT


CHARLESTON
FIRE
DEPARTMENT

CHARLESTON
FIRE



E. FRANKLIN



CHARLESTON
FIRE

Vendor's Checklist

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

ADDENDUM #1 Q&A

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

DATE: June 11, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P028R – Fire Department Uniforms and Supplies

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

Q-1 **What brand of badges are they using now? Blackinton, Smith & Warren. I see that you are asking for a sample of a badge to be presented with the bid. Because these badge manufacturers are just coming back to work in MA – they are behind. Would it be permissible that if we are awarded the bid, we will get a sample before any badges are made? If we are bidding the same manufacturer as what they are using now, there should be no issue. Can an exception be made?**

A-1 The CFD is currently using Blackinton and it will be permissible to provide a sample after the bid is awarded.

Q-2 **Can you please find out what manufacturer they are using on the shirts – long sleeve, color: white and light blue?**

A-2 The current manufacturer is Flying Cross for both.

Q-3 **Page 31 and 33 – please provide clarification on which alterations should be included in the price of the uniforms at no additional charge and which are optional/chargeable alterations:**

Page 31: "Vendor should be able to provide alterations including but not limited to: waist, hem, seat of pants, zippers, sleeves and side-seams on shirts for uniform purchases at no additional cost."

Page 33: "Any alterations to the seat area of any trousers shall be at the employee's expense, unless specifically authorized by a work order. The tapering of any uniforms will be totally at the expense of the employee."

A-3 All alterations are needed.

Q-4 **Page 34 – Item 1, 2 and 3 – Can you provide manufacturer and part numbers for these items?**

A-4 Blackinton for the badges is mandatory. The others are universal but must be able to meet the description and picture in the RFP.

Q-5 **Page 34 – Item 1 – if dealer is going to provide the current badges (Blackinton) that the department is currently using, is there still a need to provide an actual sample of the badge?**

A-5 No.

Q-6 **Page 34 & 35 – Items 4, 5, 6, 7 and 8 – please provide the current manufacturer and part numbers for these garments. The requirement for NFPA Compliant Material – do garments that are 100% cotton qualify (the Russell Athletic shorts photo at the bottom of page 41 are 100% cotton)?**

A-6 These items should be 100% cotton. The Russell Athletic shorts pictured are 100% cotton.

Q-7 **Page 35 – Item 9 – Please provide the part number(s) for this garment.**

A-7 1061082

Q-8 **Page 35 – Item 13 – Please provide the part number(s) for these garments. What is the fabric content, 100% polyester, poly/cotton mix, etc.?**

A-8 Flying Cross, Poly/Cotton.

Q-9 **Page 35 – Item 14 – Are these ties 100% polyester or a mixed fabric?**

A-9 Mfg.: Uniform Cravats, 100% polyester

Q-10 **Page 35 – Item 15 – Please provide the manufacturer and part number for these items.**

A-10 There are multiple manufacturers.

Q-11 **Page 36 – Item 16 – Please provide the part number for these shoes.**

A-11 High Gloss Oxford.

Q-12 **Page 36 – Item 21 – Please provide the part number for these belts.**

A-12 Duty man 1 ½ Basket Weave Ranger Belt.

Q-13 **Page 36 – Item 22 – Please provide the part number for these belts.**

A-13 511 Tactical (1 ½ belt)

Q-14 **Page 36 – Item 23 – Please provide the manufacturer name and part number for these hats. What embroidery goes on which color hat? Can you provide the dimension size (height and width) of the CHARLESTON FIRE and CFD embroidery on the hats? Can you provide the size (height and width) and a photo of the Charleston 9 logo for the rear of the hat?**

A-14 See image below.

Q-15 **Page 36 – Item 24 – Please provide the manufacturer and part number for this hat. Also, is there any embroidery on this hat? If so, please provide dimensions, number of colors and a photo of embroidery.**

A-15 See image below.

Q-16 **Page 36 – Item 25 – Please confirm the part number for this hat. We believe it is Propper F5519, not HW554. Is there any embroidery to be completed on this boonie hat? If so, can we get dimensions (height and width) and a photo?**

A-16 See image below.

Q-17 **Page 36 – Item 26 – Please provide a photo and the dimensions of the large embroidered logo on the back of this garment.**

A-17 See image below.

Q-18 **Page 37 – Question 1 – Can you provide more detailed information on the specific tasks you would like us to provide the maximum number of days for completion?**

A-18 For a recruit class we are requesting a 60 day turn-around maximum time. For normal everyday small orders we are requesting 30 days turn around as a maximum time.

Q-19 **Can you provide us with the bid tab from the last time this contract was awarded?**

A-19 There is no bid tab. This was done as an RFP just like this one. The proposals were evaluated by a committee based on the criteria. It was not low bidder wins.

Q-20 Do we need to submit the proposal in full? I mean, I would like to submit the proposal for the screen printing, but not the badges or embroidery. Is that possible?

A-20 Vendors are free to bid on the items they wish to bid.

Q-21 Regarding the affidavit, we are a Minority Women Owned Business (Affidavit B), and also we will intend to perform contract with our own workforce (Affidavit C). Should we sign both affidavit?

A-21 If you are self-performing, you will need to complete Affidavit C. You should complete Affidavits A and B if you intend to sub any of the work out. If you are certified with the City or the state as a minority owned business, please include a copy of your certificate.

Q-22 Line 24 and 25: Beanie cap and Bonnie Hat – Are they going to be decorated or black items?

A-22 They are navy blue with embroidery.

Q-23 The price list must be on the proposal form or can I use my own price list?

A-23 We would prefer you use our price list. If you want to include your list with additional details, you can include that also.

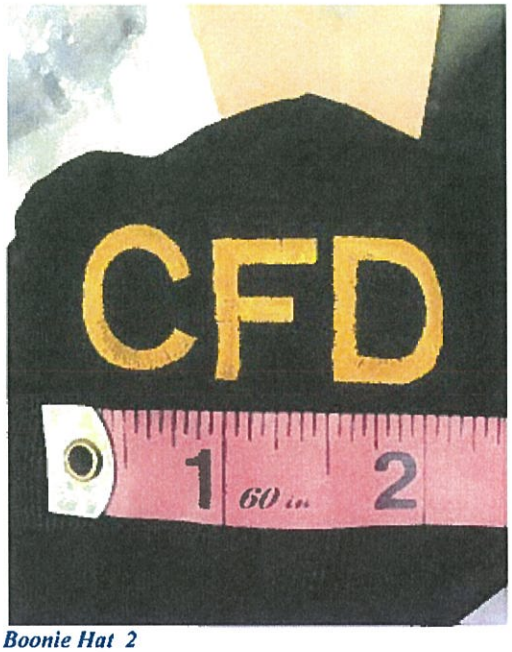
Q-24 On garments, sizes 2XL and up the cost is different. Should I have a price per size, or just 1 price does not matter the size?

A-24 If the price is more for larger sizes, please include those prices based on sizes.

Q-25 I did not see and item for the jacket below. Can you please help me find it on the list?

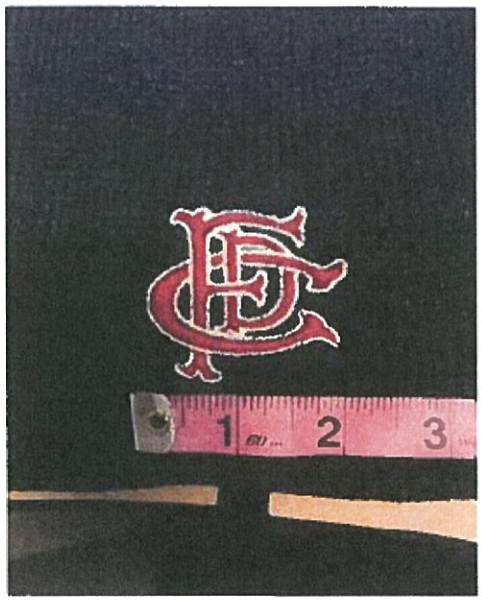
A-25 The fleece jacket is a part of item 19 on the list of items. It acts as the liner for the Hi-Viz or it can be worn separately.

Boonie Hat 1



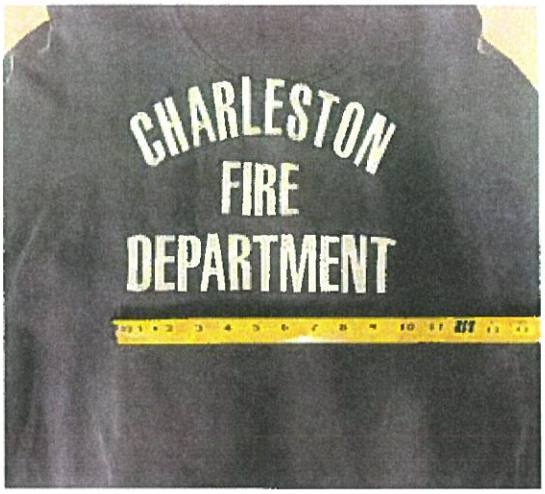
Boonie Hat 2

Beanie Cap 1

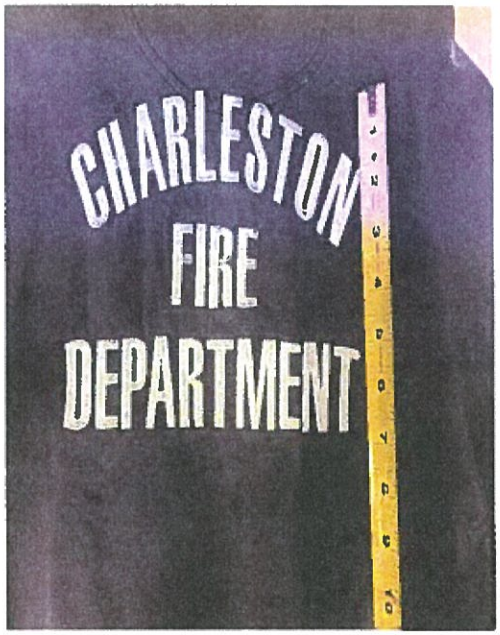


Beanie Cap 2

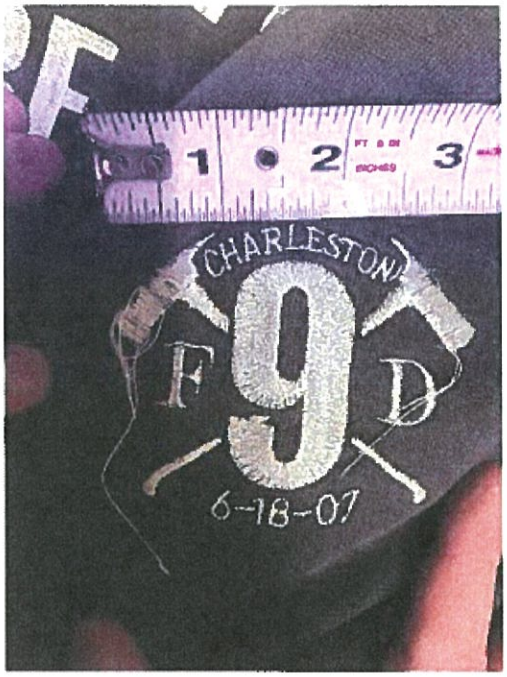
Beanie Cap 3



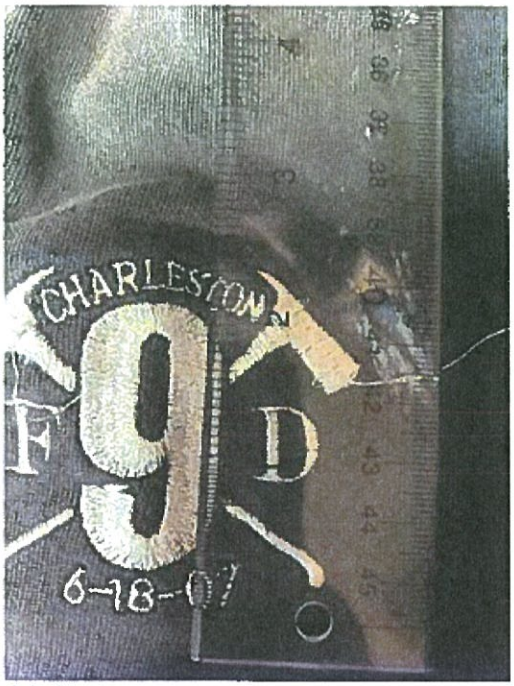
Job shirt 1



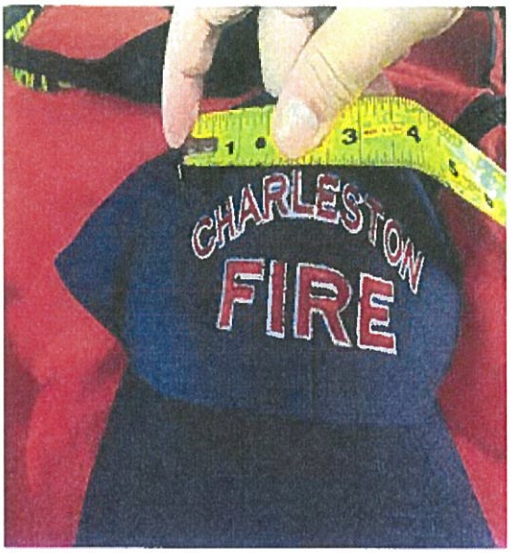
Job shirt 2



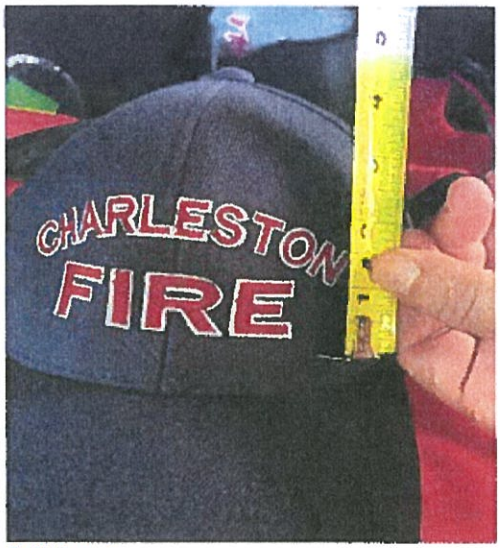
Job shirt 3



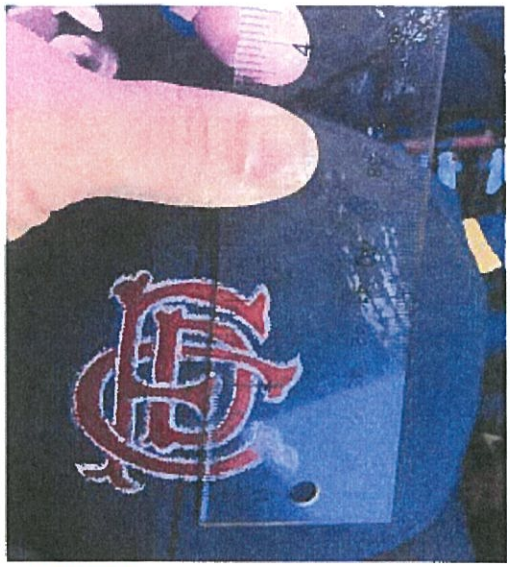
Job shirt 4



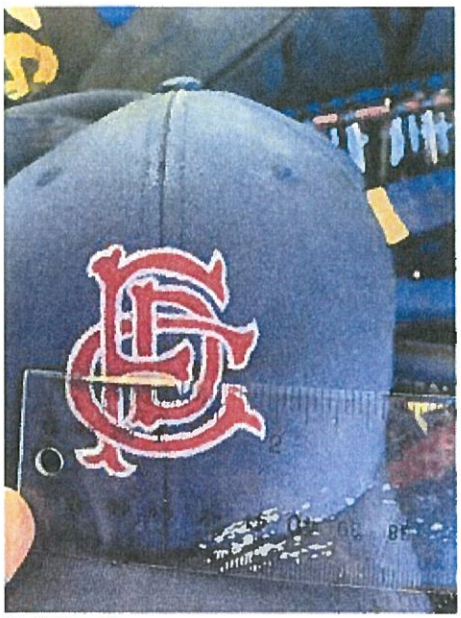
Ball Cap 1



Ball Cap 2



Ball Cap 3



Ball Cap 4

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

Signature of Acknowledgement

Date

Company Name

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

EXHIBIT D

Charleston Fire Department

Proposal #: 20-P028R

Fire Department Uniforms and Supplies

Original

June 12, 2020

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

Reference: Bid No# 20-P2028R Fire Uniforms and Supplies

To whom it may concern,

We appreciate the opportunity to submit this bid for the Charleston Fire Department.

Our company's corporate office is at 4 Sweeten Creek Crossing, Asheville, NC 28803 and our local retail store is at 946 Orleans Drive, Charleston, SC 29407.

As VP of Sales for our Public Safety Division, I am the primary contract for this proposal submission – David George, 828.412.8950, david.gerorge@readsuniforms.net.

In addition to your proposal documents (one original, five copies and a thumbdrive), we have included additional documentation to communicate our answers to the additional questions you asked of us and catalogs for the two primary substitute products that we are providing samples for evaluation.

Regards,

David George
VP of Sales
Public Safety Division

We have compiled this document to specifically address your additional questions:

1. **Title Page –** see attached cover letter

2. **Table of Contents -**

   A. Cover Letter / Title Page
   B. Table of Contents
   C. Transmittal Letter
   D. Detailed Proposal

3. **Transmittal Letter –**

   A. **Summary of our understanding of the proposal –**

   It is our understanding that the Charleston Fire Department is looking to partner with a uniform provider that can assist them in several ways:

   i. Provide a local store location that would be convenient to provide numerous benefits including a professional staff to assist in sizing employees, a local pick-up location for product, drop off site for alterations and where high use items can be stocked for the department.

   ii. Utilize a private webstore to assist in employee ordering, supervisor approval and tracking orders.

   iii. Provide local alterations for sewing and repair services as well as urgent needs.

   iv. Be available to meet with the department on a systematic, periodic basis for performance planning and review.

   B. **Commitment to perform the work within the outlined time period –**

   We agree with the timeframe requirements as outlined in the proposal document and clarified in the addendum.

C. **Why we believe we are the best firm to assist the Charleston Fire Department with their uniforms and supplies –**

These are the core values that we firmly believe in day in and day out:

Customer First *– We are passionate about providing attentive customer service.*

Integrity *– We believe that honesty, high ethical standards, and authenticity are at the core of all of our interactions.*

High Standards *– We have high standards for everything we do from products and store appearances to customer service.*

Servant Leadership *– We strive to lead with a servant heart, modeling respect and leading by example.*

Strong Work Ethic, Strong Team *– We value hard work, and that work is best accomplished with as strong team that realizes the great sense of accomplishment that comes from a job well done.*

These speak to who we are as a company and how we operate with our employees, our vendors, and our customers.

D. **Firm and irrevocable offer –**

We affirm that this proposal is a firm and irrevocable offer within the terms of this bid documents provided by the City of Charleston for a period of ninety (90) days.

4. **Detailed Proposal –**

A. **Criteria Factors** provided by Charleston Fire Department:

i. **Organization and approach to proposal submission -**

We are a Carolinas-based company that is focused on our customers. We are big enough with a solid track record of providing excellent products and services to other customers similar in size and scope to the opportunity with the Charleston Fire Department but we are also small enough to where the ultimate decision makers are already engaged in the planning, implementation and ongoing maintenance with your organization. We use technology but not at the expense or in replacement of the person-to-person engagement and communication. Implementing and rolling out a contract like this takes a hands-on approach with timely and accurate communication to set and understand mutual needs and expectations. We also understand that once the initial roll-out is completed

there is a need for ongoing plan and reviews to maintain those expectations over a long period of time.

We will employ a team effort to meet the needs within this RFP for the Charleston Fire Department. We are available to answer any questions prior to the award, as needed. If awarded all or part of this proposal, our team would engage with the appropriate CFD personnel in a preliminary planning meeting to put an implementation together as laid out in the proposal.

Our Webstore Specialist will work with your staff to demonstrate and then design and implement the private web store that best meets your needs.

We do not view our sales representatives as typical salespeople – they are Relationship and Project Management Specialist. Successfully executing on behalf of our customers requires understanding their needs by asking the right questions; knowing the products of our vendors to provide the best price point / need outcome combination; building the contract that executes on all the litany of details like sizes, colors, patches, embroidery, ranks, names and sub-departments; providing competitive pricing; and ongoing follow-up through annual account reviews.

JoKimberly Alloway is our dedicated Public Safety Rep for the Low Country area of South Carolina and will be your day-to-day point person for this contact. She is local and is at our Charleston store several days a week.

We fully understand that Charleston Fire Department is looking for a combination of quality products, attention to the smallest details that are important to your staff, great customer service, excellent communication and quick responsiveness to solve challenges. You will have real people that are personally engaged in making this a smooth transition and an ongoing positive experience, so your personnel can focus on your ultimate calling – serving the Charleston community through world class fire prevention and suppression services.

II. Company history and stability –

Read's Uniforms open in 1971 with one store front location in Asheville, North Carolina selling medical scrubs and has grown to ten locations throughout the Carolinas, Eastern Tennessee, and Northern Florida. Six years ago, the company purchased Whole Armor, a supplier of uniforms and accessories to the public safety sector – which opened the door for us to serve this market. Today, we have eight (8) dedicated public safety representatives that work closely with the departments and agencies in their designated geographic areas.

We are not a national company - our focus is exclusively in this geographic area that we serve. We represent pretty much all of the major manufacturer in the public safety uniform space and have a solid reputation with each of them marked by paying our invoices within terms and being excellent communicators and providers to our customers with their respective products.

iii. Summary of experience, qualifications and past performance and ability to provide the service required as contractor -

Over the past six years we have successfully worked with and planned, implemented, and grown numerous uniform and duty gear contracts in larger public safety organizations in the Carolina, Eastern Tennessee, and Northern Florida.

The leadership, oversite, planning, implementation, execution, delivery and on-going support and maintenance of a uniform contract with an account the size of Charleston Fire Department requires not only a diverse team that has the experience, training and tools to execute on expectations but also the passion to do it in a way that delights our customers. This combination of knowledge and desire delivers a winning solution to our customers and is the reason why our customers regularly say that they have never experienced what Read's Uniforms <u>is</u> delivering to their organizations.

iv. Minimum of four similarly sized clients/references for whom similar services have been provided in the last three years -

We have hundreds of fire, police, sheriff, EMS, airport, college/university, hospital, and private security customers that we support representing local, county, and state-wide organizations – small, medium-sized and larger. We have attached in our bid response document four South Carolina organizations and one North Carolina organization that are similar in size and scope of the Charleston Fire Department contract.

v. Order processing options -

Our process can be customized based on the needs of your department. Typically, our experience has shown us that a department your size with your stated needs would look something like this if we were awarded this contract:

(a) All of the products in the proposal would be set up on a 'contract' for Charleston Fire Department using the agreed upon garments and accessories, appropriate colors and sizes, decorations (embroidery, screen printing, heat press and patches) and pricing.

(b) A private webstore would be set-up tied to all the items in the contract.

  (1) Employees names and ranks (or other identifiable information like employee number, email address, etc.) would be loaded into our system.

  (2) Administrators and supervisors would be set up with appropriate levels of access and approval settings.

  (3) Administrators would have real time reporting to review inventory, allotment tracking, YTD spending and order history. Reports will be built out based on your requirements. We can build out packages for new recruits and employee promotions. There is also the ability for bulk purchasing that is not tied directly to an employee.

  (4) Employees would be provided a link to the private webstore with appropriate log-in information.

  (5) Employees order uniforms and accessories.

  (6) Supervisor approves, cancels, or updates order.

(c) Our orders desk (a real live human being) 'checks' all orders to verify accuracy before we process them through our system.

(d) Items in stock are pulled to our operations area. Those items not in stock are put on a purchase order to the appropriate vendor(s). This happens within 24-48 hours of placement of the order.

(e) The Orders are "kitted" by employee and those individual items are gathered at our operations center. Garments that require decoration and / alterations are routed through the appropriate operations stations. Once completed, we have a quality assurance employee that reviews each garment and order for accuracy.

(f) Orders are bagged by employee, delivered out of our system and shipped to our Charleston store for pick up or shipped directly to your receiving location. Each shipped order will have a packing slip including employee name, garment description, size, color and number along with decoration / alterations information. Each shipment has a UPS tracking number.

(g) Items (stock) that is available in our Charleston location would be pulled from stock and delivered out of our system.

(h) Once items are shipped or picked up, we will email an invoice to the department. We have multiple invoicing options and part of our implementation process would be to determine which option best meets the needs of your department.\

vi. Evidence of product, ability to meet schedules, proper sizing, cooperation and responsiveness.

This will be evidenced via our current customer references, reaching out to our manufacturers of the garments / accessories that are providing under this contract and the information that we provide in our proposal response document. As a newer vendor to the Charleston Fire Department, we understand that a test period may be required with a performance evaluation at the end of the period. We are confident if given this opportunity, we would perform to your expectations during and after this test period.

We have a hands-on approach to training, sizing, problem solving and account planning and review; ability to involve key team members that can make critical decisions in a timely manner and an overall customer-focused mindset.

vii. Distance to nearest store –

We have a beautiful 7500 square foot retail store located conveniently in West Ashley. It is staffed with professional, skilled and knowledgeable employees to assist your fire fighters and other employees. We are in the West Ashley Shopping Center which is 7.5 miles or 11 minutes' drive time from the Charleston Fire Department 1451 King Street Extension location.

viii. Cost –

Our customers understand that a local uniform dealer like Read's must use cutting edge technology, skilled and motivated employees and excellent inventory management practices combined with competitive pricing to stay relevant and engaged in the marketplace. A poorly run, financed or lead dealership will be unwilling or unable to respond quickly to marketplace and department needs.

We are the largest Blauer dealer in the Carolinas. The strong relationships we have established with our other vendors allows us to negotiate the best pricing which in turn allows us to be competitive in the markets we serve. Our

decorations and alterations are done 'in-house' so we have the ability to manage those costs directly (labor, materials and overhead).

B. Other Considerations under Scope of Work and Specifications (pages 31-33) -

i. Purchase orders will be placed within 24-48 hours of order placement if we do not have the product in stock.

ii. We can provide documentation within three business day on any orders that have been placed with the manufacturer.

iii. We will provide a 24-hour response (M-F) on any questions.

iv. We will provide a weekly update on any outstanding items on order and their status.

v. We will provide samples for approval of all patches and embroidery sew-outs.

vi. We will be available for on-site fittings for recruit classes, large group sizing or group promotions.

vii. We will require CFD personnel to provide proof of employment for any purchases.

viii. Garment prices include hemming of pants, applying of patches and name tapes, screen printing and embroidery as outlined in the CFD proposal. Additional, custom alterations will be at the following rates (this includes work on previously purchased garments):

Description	Charge
Hemming - Pants	$ 10.00
Altering Waist	$ 15.00
Alter - Waist and Seat	$ 20.00
Alter - Long Sleeve to Short Sleeve	$ 20.00
Taper - Shirt Sides	$ 12.00
Taper - Shirt Sleeves	$ 12.00
Taper - Pant Legs	$ 15.00
Lengthen / Shorten Rise - Pants	$ 10.00
Replacing Zipper	$ 15.00
Adding a patch (includes removing old patch) plus cost of patch	$ 2.00
Adding nametape w/ embroidery	$ 10.00
Embroidery - 10,000 < stitches	$ 5.00
Embroidery - 15,000 < stitches	$ 7.00
Embroidery - 20,000 < stitches	$ 10.00

ix. All alteration supplies (thread, zippers, etc.) are included in the above pricing.

x. Warranty on all chargeable alterations is sixty (60) days.

xi. We will work with CFD to determine appropriate stocking levels in S-3XL for men and XS-3XL for women on regularly used garments.

xii. We will offer tall and youth sizing as needed.

xiii. We will work with CFD to offer mutually agreed upon alternate products in the event of vendor back orders or sizing accommodations.

xiv. We will work with CFD to maintain an adequate inventory of items to comply with a three-day turnaround time for emergency items.

xv. We will supply in the price of the garments the patches, insignia and name tapes as outlined in this proposal.

xvi. Garments will be supplied folded, neat, and wrapped in a protective bag.

xvii. We are providing the following samples for consideration:

- Dress Uniform Shirts – Blauer samples in medium blue and white are shipped under separate cover.

- Jacket - Gerber rain jacket, softshell inner jacket and rain pants are shipped under separate cover.

- Ball caps – We are providing with the proposal documents, three samples with embroidery in two different colors and two different styles. **Please Note:** *We were not provided with vector artwork for your two embroidered hat logos. The photos we were provided with in the addendum were not exact so we did our best estimate in digitizing the CFD scramble and the CHARLESTON FIRE logos. Prior to commencement of a contract, we will work closely with CFD to 'tweak' any of the embroidery files to your satisfaction.*

xviii. www.shop.readsuniforms.net/publicsafety We will provide a discount of 20% or better on any other garments or products that we are authorized to sell. We will add any future product at the negotiated contract to your private webstore as either an employee level 'purchase' or a bulk purchase item.

End of Document

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

Proposal Number: 20-P028R	**Proposals will be received until:** June 16, 2020 @ 12:00pm
Proposal Title: Fire Department Uniforms and Supplies	
Mailing Date: May 22, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: Read's Uniforms	**FEIN/SS#:** 202049979
Vendor Address: 4 Sweeten Creek Crossing	
City – State – Zip: Asheville, NC 28803	
Telephone Number: 828.412.8950	**Fax Number:** n/a
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____	**Title:** VP of Sales
Date: June 13, 2020	

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

IMPORTANT

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

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

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

4. Questions regarding this solicitation **must be submitted in writing to Robin B. Robinson or Chenette Singleton no later than 1:00pm on June 3, 2020.** Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson, robinsonr@charleston-sc.gov or Chenette Singleton, singletonc@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

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

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

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

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

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

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

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

28. INSURANCE REQUIREMENTS
Upon the consummation of the contract for the services being solicited in this Solicitation and receipt of the Notice of Award by the successful Offeror (the "Contractor"), the Contractor shall, at all times during the term of the contract, carry insurance as required by the insurance requirements outlined in the insurance attachment which is attached hereto and incorporated by reference. The City shall not issue a Notice to Proceed until the Contractor has submitted acceptable insurance certificates(s) or endorsement(s), which must be submitted within five (5) calendar days after receipt of the Notice of Award, and which reflect that the required coverages are in place and that all premiums have been paid. Refusal or failure to submit such certificate(s) or endorsement(s) shall constitute grounds for the City to revoke its notice of award, forfeit proposal security, and award the contract to another contractor. The City may contact the Contractor's insurer(s) or insurer(s)' agent(s) directly at any time regarding its coverages, coverage

amounts, or other such relevant and reasonable issues related to this contract. The Contractor(s) shall also require any sub-contractors to carry the same coverages in the same amounts. Faxed Insurance Certificate(s) and Endorsement(s) shall be accepted if received no later than the time of contract execution and the original documents are received within one (1) business day after receipt of the fax transmittals.

29. INDEMNIFICATION

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

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. DISPUTES

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

39. STATE AND LOCAL TAXES

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

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

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

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

40. INCORPORATION BY REFERENCE

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

41. PRIME CONTRACTOR RESPONSIBILITIES

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

42. OWNERSHIP OF MATERIAL

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

43. DRUG-FREE WORKPLACE

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

44. FUNDING

Offerors shall agree that funds expended for the purposes of the contract must be appropriated by the City of Charleston for each fiscal year included within the contract period. Therefore, the contract shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the contract, the Offeror shall not prohibit or otherwise limit the City's

right to pursue and contract for alternate solutions and remedies as deemed necessary by the City for the conduct of its affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the contract.

45. SUBMITTING CONFIDENTIAL INFORMATION

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

46. RECORDS RETENTION & RIGHT TO AUDIT

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

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

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

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

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

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

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

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

obtainable from other sources in sufficient time to permit the contractor to meet the required delivery schedule.

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

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

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

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

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

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

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

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

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

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

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

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

NO PROPOSAL RESPONSE FORM

Proposal Number: 20-P028R	**Proposals will be received until:** June 16, 2020 @ 12:00pm
Proposal Title: Fire Department Uniforms and Supplies	
Mailing Date: May 22, 2020	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

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

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

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

Comments: _____ _____

_____ _____ _____ _____

_____ _____ _____

Proposal Number: 20-P028R	**Proposals will be received until:** June 16, 2020 @ 12:00pm
Proposal Title: Fire Department Uniforms and Supplies	
Mailing Date: May 22, 2020	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Read's Uniforms	
Company Name As registered with the IRS	Authorized Signature
4 Sweeten Creek Crossing	David George
Correspondence Address	Printed Name
Asheville, NC 28803	VP of Sales
City, State, Zip	Title
david.george@readsuniforms.net	828.412.8950
Email	Telephone Number/Toll Free Also (If Available)
4 Sweeten Creek Crossing	n/a
Remittance Address	Fax Number
Asheville, NC 28803	June 13, 2020
City, State, Zip	Date
2020949979	Charleston Location - 00435098-2
Federal Tax ID (FEIN)/SS Number	SC Sales Tax Number

Minority or Women-Owned Business:

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

☐ Yes ☒ No

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

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

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

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

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

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

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

COMPLIANCE REQUIREMENTS:

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

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

AND

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

OR

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

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

Name of Company: Reed's Uniforms

Signature — Date: June 13, 2020

David George — VP of Sales

Print Name — Title

Witness

AFFIDAVIT A
Page 1 of 2

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

Affidavit of n/a
(Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:_____

Title: _____

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name: _____

Phone Number: _____

Address: _____

AFFIDAVIT C

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

Affidavit of Read's Uniforms
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Fire Department Uniforms and Supplies - #20-P028R contract.
(Name of Project)

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

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

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

Date: June 13, 2020 Name of Authorized Officer (Print/Type): David George

Signature:

Title: VP of Sales

Sworn to before me this 12th day of June, 2020
Notary Public for the State of North Carolina
My Commission Expires: 4-21-23
Print Name: Amanda G. Arnold
Phone Number: (828) 255-5714
Address: 1127 Hendersonville Rd.
Asheville, NC 28803

Notary Seal:

AMANDA G. ARNOLD NOTARY PUBLIC HENDERSON COUNTY, NC My Commission Expires 4-21-23

References

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

Name: Mount Pleasant Police Department / Sgt. Nic Lebby
Address: 100 Ann Edwards Lane
Mount Pleasant, SC 29464
Phone/Fax: 843.884.4176
Email: nlebby@tompsc.com

Name: Horry County Police Department / Lt. Justin Wyatt
Address: 2560 N. Main Street
Conway, SC 29526
Phone/Fax: 843.915.7954
Email: wyattj@horrycounty.org

Name: Greenville County Sheriff's Office / Major Ty Miller
Address: 4 McGee Street
Greenville, SC 29601
Phone/Fax: 864.467.5174
Email: tymiller@greenvillecounty.org

Name: Berkeley County EMS / Logistics Chief James Anderson
Address: 223 N. Live Oak Drive
Monks Corner, SC 29461
Phone/Fax: 843 719.4014
Email: james.anderson@berkeleycountysc.gov

Name: Asheville Fire Department / Bryon Silvers
Address: 100 Court Plaza
Asheville, NC 28801
Phone/Fax: 828.259.5533
Email: bsilvers@ashevillenc.gov

GENERAL INFORMATION

The City is soliciting proposals from vendors that can provide Uniforms and Supplies for the Charleston Fire Department.

PROCUREMENT PROCESS

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

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson or Chenette Singleton, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov or singletonc@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on June 3, 2020.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

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

PROPRIETARY INFORMATION

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

UNAUTHORIZED COMMUNICATIONS

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

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

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

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

SUSPENSION AND DEBARMENT

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

CONTRACT NEGOTIATIONS

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

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

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

PROPOSAL PREPARATION

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

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(June 16, 2020 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered. Proposals must be completed and delivered in sufficient time to avoid disqualification for lateness due to difficulties in delivery. The time and date stamp clock in the City Procurement Division is the official clock for determining whether submittals are submitted on time.

Late Proposal documents will not be accepted under any circumstances.

REQUIRED FORMS AND SIGNATURE PAGES

Offerors shall include as an appendix, all ancillary forms required in this Request for Proposal (RFP). Required forms include, but are not limited to the following:

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

NUMBER OF PROPOSALS SUBMITTED

Each Vendor must **submit one (1) unbound Original and five (5) bound copies of the Proposal are required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

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

COMPLETION OF REPONSES

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

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

PROPOSAL FORMAT

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

a) All bid packages should be clearly marked **"20-P028R Fire Uniforms and Supplies"** and **submitted in a sealed envelope.**
b) Technical and Price proposals should be submitted together; however, the price proposal should be in its own separate, sealed envelope, submitted with the original proposal.
c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on June 16, 2020. Late proposals will not be accepted for any reason.**
e) **No more than one bid may be submitted by any Vendor.**

f) The bid must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this solicitation requiring signature must be included in the bid.
h) Offerors should submit proposals in the following format:

1. **Title Page**: Should show the RFP's subject; the Offeror's name; the name, address, telephone number and email address of a contact person; and the date of the proposal.

2. **Table of Contents**: Provide a Table of Contents to aid the evaluation of the proposal.

3. **Transmittal Letter**: Proposal should include a signed letter of transmittal briefly stating the Offeror's understanding of the work to be undertaken, the commitment to perform the work within the time period, a statement of "why" the Offeror believes its firm to be the best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer for ninety (90) calendar days.

4. **Detailed Proposal**: The purpose of the detailed proposal is for the Offeror to demonstrate its qualifications, competence, and capacity to provide Fire Department Uniforms and Supplies to the City in conformity with the requirements of this RFP.

   Offerors should address all the points outlined in the Criteria Factors.

PROPOSAL EVALUATION PROCESS

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this request for competitive sealed proposal as defined in this section.

An Evaluation and Selection Committee will be established to evaluate the Proposals and select a proposal which represents the best value to the City. The Evaluation and Selection Committee will be comprised of City personnel and any other persons as designated by the City. This Committee will determine the responsiveness and acceptability of each proposal. The Evaluation and Selection Committee may request additional information from Offerors.

The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received in response to this RFP. Each Proposal received will first be analyzed to determine overall responsiveness and completeness to this RFP. Each Proposal will then be evaluated based on each of the criteria as outlined in Proposal Evaluation Criteria Factors, and after which identified as either reasonably qualified or unqualified. A Proposal will be declared unqualified if it clearly fails to demonstrate, in any of the listed areas, a standard that the City believes necessary to meet the requirements set forth in this RFP.

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted Offerors will be invited to present their Proposal to the Evaluation and Selection Committee.

The City may issue a request for clarification to the shortlisted firms requesting additional information or clarifications. This request will also invite each of the Offerors to give a formal presentation to the Evaluation and Selection Committee and outline the format of the presentation.

The purpose of the presentations will be to allow Offerors to further present their proposal and allow members of the Evaluation and Selection Committee to ask questions of the Offeror.

PROPOSAL EVALUATION CRITERIA FACTORS

The following weighted criteria will be used to evaluate the Proposals for purposes of selecting the Offeror(s) to negotiate with or to shortlist.

Criteria Factors

- Organization and Approach to Proposal Submission
- Company History and Stability
- Summary of experience, qualifications and past performance and ability to provide the services required as contractor
- Minimum of four similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, email address and contact person and date of service provided
- Order Processing Options
- Provide evidence of product, ability to meet schedules (turnaround time), proper sizing, cooperation and responsiveness.
- Distance to nearest store location
- Cost

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP.

SCOPE OF WORK AND SPECIFICATIONS

The purpose of this solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Fire Department (CFD). It will cover the actual items as well as sewing and repair service of the garments.

The City would like for the Vendor to have a pre-established date and time for any "in-person" deliveries.

The Vendor will be required to place orders with article manufacturers within two (2) business days of order receipt from the City. The Vendor will need to provide written proof, within three (3) business days, that an order has been placed with the manufacturer and specify the date they (the Vendor) anticipates receiving the product(s) from the manufacturer. In addition, the vendor will provide a 24-hour response time Monday through Friday on questions. Vendor shall provide the Fire Department with a weekly update on outstanding items on order and their status.

Vendor should provide a complete statement regarding materials and workmanship warranties offered on each item in this solicitation. The City reserves the right to ask for this information on items not listed in this solicitation.

Vendor shall be able to apply sewn-on name strip, rank specific insignia and department patches. Successful Vendor will be given a sample of the actual insignia and patches upon award. Vendor will supply a patch sample prior to initiating orders upon award of contract.

The Vendor shall work directly with each CFD employee (unless otherwise stated by an authorized City Representative) to take his/her order including alteration measurements, alterations, sewing on of patches, insignias, and the embroidered employee's name strip. The Vendor will be made available for on-site fittings for recruit classes, large group sizing, such as group promotions. Patch attachment and embroidery needs shall include: **Illustration indicating the specific location of insignias and fire department patch.**

Vendor shall require CFD employee to present official City of Charleston identification and shall have them sign documents pertaining to their purchase. It will be the responsibility of the Vendor to record the employee's identification information. Vendor will be completely responsible for costs of uniforms and other items that cannot be matched with an authorized City employee.

Vendor should be able to provide alterations including but not limited to: waist, hem, seat of pants, zippers, sleeves and side-seams on shirts for uniform purchases at no additional cost. Embroidery work shall be provided at the cost stated on Cost Proposal. Alterations and attachment of patches on previously purchased items shall be performed at cost on the Cost Proposal. Any items needed to perform requirements of this solicitation (i.e. thread, buttons, zippers, hooks, etc.) shall be furnished by the Vendor. All hems must be done in a manner that conceals the thread line as much as possible. All sewing and alterations shall be done in a first class manner consistent with a first class tailoring shop. All supplies and materials shall be first class, of the proper color, and be able to withstand extreme wear. In the event any stitching becomes undone within sixty (60) days of alterations or repair, the Vendor shall repair it at no cost to the City.

Vendor must stock sizes S-3XL for men and XS-3XL for women. Tall sizes offered in Size L-3XL. Vendor shall offer youth sizing when adult sizes will not fit employees. If vendor is unable to place employee in proper size based on current brand offered a mutually agreed upon alternate may be offered to accommodate sizing issues.

Vendor should have a storefront operations and maintain an adequate inventory of items specified in this solicitation in order to comply with a turn-around time (TAT) of 3 days or less in the case of emergencies. Any item that is not in stock shall be delivered within one week after receipt of order.

The Vendor awarded the contract will provide all patches, insignia and sewn-on items as required for the uniform. All articles of clothing will be supplied to the employee neatly folded or pressed.

Vendor will provide a proof of the items being embroidered or printed at the beginning of the contract or anytime changes are made to ensure proper sizing and color.

Any time the Vendor orders an incorrect item, color, model, etc., the Vendor will, at their expense, provide express shipping service to/from the manufacturer and to/from the City of Charleston to replace the item with the correct one. In addition, vendor will provide access to a local alterations shop for items not fitted correctly; at vendors cost with validation proof of vendor's error.

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.

The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery, printed or engraved product prior to release to the City. Any embroidery or engraving related errors, imperfections, mistakes, quality issues, etc. will require the Vendor to replace the base item, at their expense, along with express shipping to/from the manufacturer and/or the City.

Under no circumstances are patches, emblems, insignia, images, etc. depicting or representing the Charleston Fire Department or any of its entities, special units, etc. be used or applied without express written approval from the Fire Chief of the Charleston Fire Department. There are no "all encompassing" approvals.

The Vendor should give information detailing their automated tracking system. This system should include the following:

- System can be loaded from existing data
- Real time website – Inventory, reporting, allotment tracking
- Reporting YTD spent, items issued by employee, order history and tracking
- Approval logistics will have to approve the submitted request from employee
- Build out order packages – example recruits, promotions
- Bulk orders – order all the bulk items ourselves to have tracking ability of products ship dates without having to send emails to inquire
- The ability to see all items on the website for the administrators, users only see what is approved for the rank of the individual

The Vendor should detail their process for handling and filling orders from start to finish. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

If the Vendor has not previously performed the services for the City, the City reserves the right to require a test period to determine if the Vendor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty (30) to ninety (90) days, and will be

conducted under all specifications, terms and conditions contained in the contract. A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Vendor or to select another Vendor.

All repairs will require written authorization via a Charleston Fire Department work order specifying the work to be completed. The vendor will be responsible for uniform repair cost for work completed without the appropriate authorization work order. No repairs will be made to civilian clothing belonging to an employee unless specifically authorized on the work order. Any alterations to the seat area of any trousers shall be at the employee's expense, unless specifically authorized by a work order. The tapering of any uniforms will be totally at the expense of the employee.

During performance of the Contract, and the City becomes aware of better prices offered from outside Vendors, the City will provide the Awarded Vendor an opportunity to revise its price to match outside Vendor pricing. If the Awarded Vendor is unable or unwilling to revise the price, the City reserves the right to procure such items from outside vendors.

The City may require additional items/duties of a similar nature, but not specifically listed in this solicitation. The Awarded Vendor may agree to provide such items/duties, and may provide the City prices on such additional items or duties based upon a formula or method which is the same or similar to that used in establishing the prices in his Proposal. If the City is not satisfied with the prices given, the City reserves the right to purchase these items elsewhere and not add them to the contract.

If any additional discounts are offered, please provide a statement on how discounts are applied and/or what items or services they are for.

If submitting a manufacturer other than what is listed, please provide samples.

NOTE: Vendors must:
1) Submit published price list(s) with their proposal (on paper and on flash drive with proposal), and
2) Provide a Web address where the list(s) may be accessed.

Vendor Questionnaire

1. What would be the maximum number of days you would require to complete any of the above tasks? 30 days or less

2. List the location, street address and city of the nearest store location that personnel can visit should store visits be needed.
   946 Orleans Road, Charleston, SC 29407 - in the West Ashley Shopping Center. Additional information listed below

3. List below the location(s), street address and city where the work will be performed? Is the work done in-house or sub-contracted? If it is sub-contracted, provide information on the sub-contractor.
   Our work is done in house. Our primary operations center and corporate office is at 4 Sweeten Creek Crossing, Asheville, NC 28803. Our Charleston location is in the West Ashley Shopping Center at 946 Orleans Road, Charleston, SC 29407. This location would be used for local sizing, pick-ups, localized alterations and we would also use it to store stocked product for CFD.

4. Is the embroidery performed in-house or sub-contracted? If sub-contracted, provide information on the sub-contractor. Also provide information on turn-around time for embroidery.
   All of our embroidery is done in house. We have a total of twenty-six (26) embroidery heads and do all of our embroidery work at our Asheville or Goldsboro operations centers.

5. What are your days and hours of operation? Asheville Location - Monday-Friday 9 to 6 and Saturday 10 to 6
   Charleston Location - Monday-Saturday, 10 to 6

6. Number of years' experience you have in providing similar services? Six (6) Years

7. List the names of those persons who will have a management or senior position working with the City if you are awarded the contract. List name, title or position, and project duties.
   JoKimberly Alloway - Public Safety Sales Rep for the Low Country of SC - she will be your daily contact for day to day items
   Amanda Spivey - Charleston Retail Store Manager - she (and her team) will be primary interface at our local store
   David George - VP of Sales - will be primary lead on this contract with CFD.
   Eric Hutzler - Owner of Read's Uniforms - he is always available by phone, email or personal meeting

8. Describe inventory limitations or any other factor that might affect the two week turn-around time required by the City.
   The only issue would be manufacturer back orders. We would work closely with CFD to determine minimum inventory levels of regularly used items, including those are pre-printed / pre-embroidered, to mitigate any manufacturer back orders. We would also recommend having on critical items, department pre-approved substitute items to further minimize back order disruptions.

Embroidery. While alterations and attachment of patches and insignia is included as part of the price of uniform articles, embroidery may be charged as a separate cost. If there is an additional cost to embroider names, state cost below.

Included in our separate response document

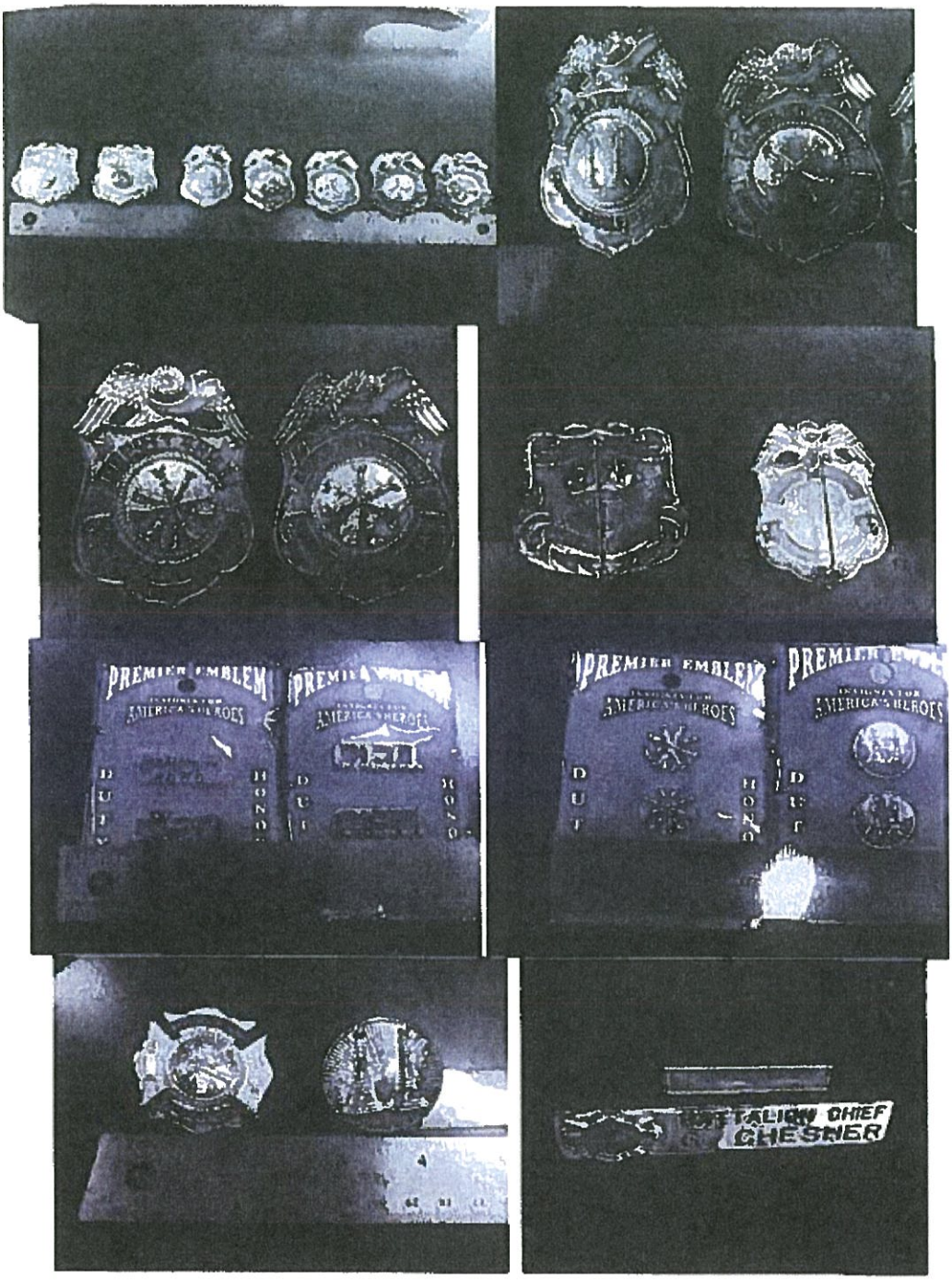
Additional Items and Accessories. There may be occasions when Uniformed Employees may require items not listed in this solicitation. The City would like to have a discount off of other related items that are offered by your company and covered by their uniform allowance. Please state an overall discount, or discounts for other items offered by your company in the space below or on a separate sheet.

Description/Category	Brand/Mfg. Name	% Discount
All categories	All brands that we carry	20% off retail or better

There may be occasions when Uniformed Employees may need alterations, attachment of insignias, embroidery of names, etc., after the initial purchase of an item. Please provide a description of the cost for such service in the space below or on a separate sheet.

Included in our separate response document

Warranties. Vendor warrants that the workmanship and/or merchandise will conform to its description and any applicable specifications and shall be of good, merchantable quality and for the known purpose for which it is sold. This warranty is in addition to any standard warranty of service guarantee given by Vendor to the City. Agreed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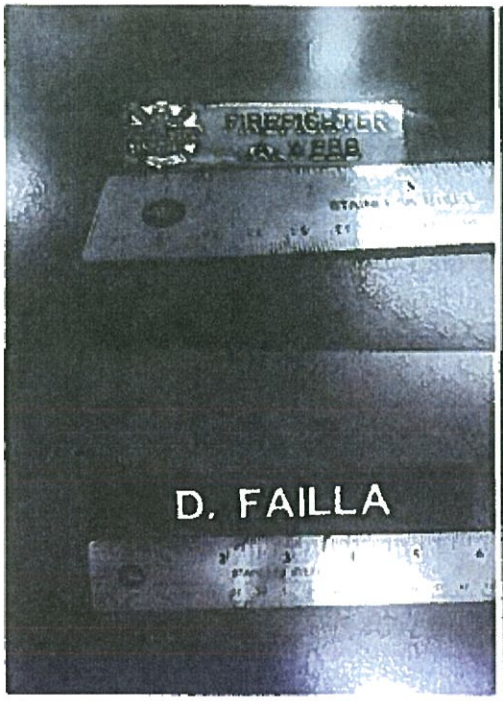
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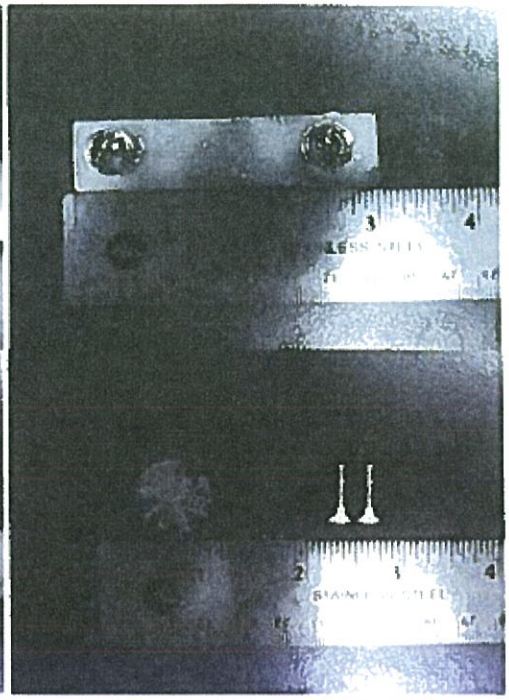

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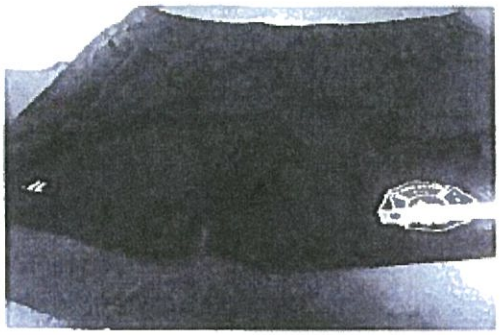

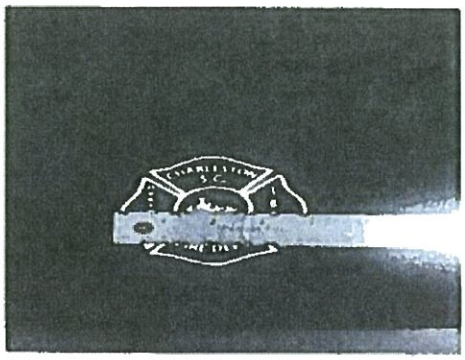

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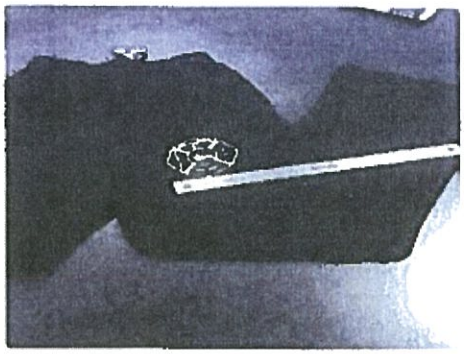

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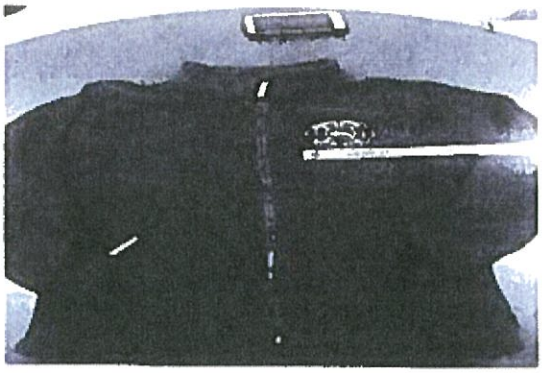

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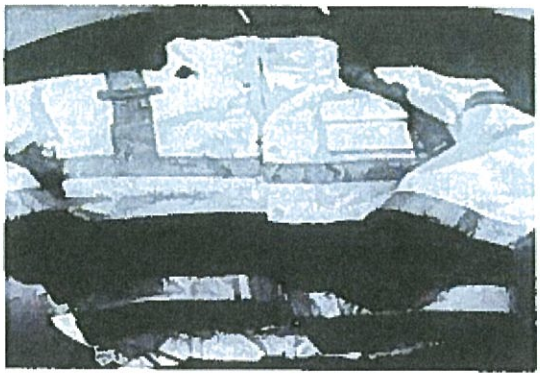

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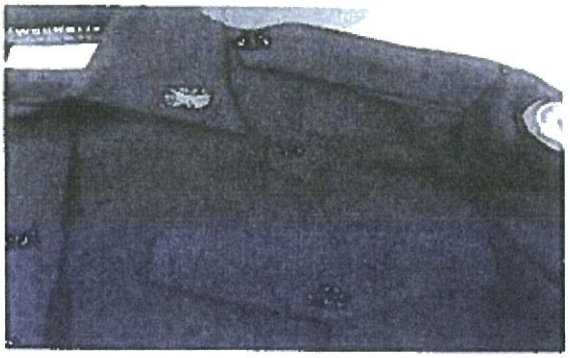

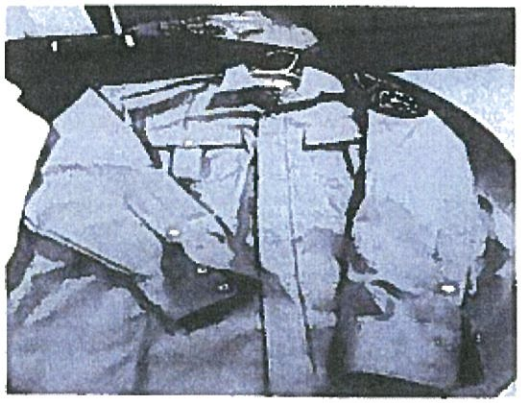

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Vendor's Checklist

1. Did you provide required information and sign the front page of the solicitation?
   X Yes ___ No

2. Did you sign the Certificate of Familiarity form?
   X Yes ___ No

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms?
   X Yes ___ No

4. Did you sign the applicable Affidavit?
   X Yes ___ No

5. Did you mark your "Original" Bid and provide the required # of copies?
   X Yes ___ No

6. Did you complete and include all pricing sheets?
   X Yes ___ No

7. Did you include the required references?
   X Yes ___ No

8. Did you provide a copy of insurance and all other documentation requested?
   X Yes ___ No

9. Did you include and sign any addenda?
   X Yes ___ No

10. Did you double check to make sure you have included everything that is requested?
    X Yes ___ No

If you have any concerns, please do not wait until after opening to raise them. **At that point, it is too late. If this solicitation includes a pre-bid conference or a question & answer period, raise your questions during this time.** Please read the bid carefully.

This checklist is included only as a reminder to help Bidders avoid common mistakes. Responsiveness will be evaluated against the solicitation, ***not*** against this checklist. You do not need to return this checklist with your response.

City of Charleston
Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

ADDENDUM #1 Q&A

T: (843) 724-7314
F: (843) 720-3872

DATE: June 11, 2020

TO: All Bidders

FROM: Robin B. Robinson

RE: 20-P028R Fire Department Uniforms and Supplies

This addendum #1 to the solicitation is being made for the following reasons:

Q-1 **What brand of badges are they using now? Blackinton, Smith & Warren. I see that you are asking for a sample of a badge to be presented with the bid. Because these badge manufacturers are just coming back to work in MA – they are behind. Would it be permissible that if we are awarded the bid, we will get a sample before any badges are made? If we are bidding the same manufacturer as what they are using now, there should be no issue. Can an exception be made?**

A-1 The CFD is currently using Blackinton and it will be permissible to provide a sample after the bid is awarded.

Q-2 **Can you please find out what manufacturer they are using on the shirts – long sleeve, color: white and light blue?**

A-2 The current manufacturer is Flying Cross for both.

Q-3 **Page 31 and 33 – please provide clarification on which alterations should be included in the price of the uniforms at no additional charge and which are optional/chargeable alterations:**

Page 31: "Vendor should be able to provide alterations including but not limited to: waist, hem, seat of pants, zippers, sleeves and side-seams on shirts for uniform purchases at no additional cost."

Page 33: "Any alterations to the seat area of any trousers shall be at the employee's expense, unless specifically authorized by a work order. The tapering of any uniforms will be totally at the expense of the employee."

A-3 All alterations are needed.

Q-4 **Page 34 – Item 1, 2 and 3 – Can you provide manufacturer and part numbers for these items?**

A-4 Blackinton for the badges is mandatory. The others are universal but must be able to meet the description and picture in the RFP.

Q-5 **Page 34 – Item 1 – if dealer is going to provide the current badges (Blackinton) that the department is currently using, is there still a need to provide an actual sample of the badge?**

A-5 No.

Q-6 **Page 34 & 35 – Items 4, 5, 6, 7 and 8 – please provide the current manufacturer and part numbers for these garments. The requirement for NFPA Compliant Material – do garments that are 100% cotton qualify (the Russell Athletic shorts photo at the bottom of page 41 are 100% cotton)?**

A-6 These items should be 100% cotton. The Russell Athletic shorts pictured are 100% cotton.

Q-7 **Page 35 – Item 9 – Please provide the part number(s) for this garment.**

A-7 1061082

Q-8 **Page 35 – Item 13 – Please provide the part number(s) for these garments. What is the fabric content, 100% polyester, poly/cotton mix, etc.?**

A-8 Flying Cross, Poly/Cotton.

Q-9 **Page 35 – Item 14 – Are these ties 100% polyester or a mixed fabric?**

A-9 Mfg.: Uniform Cravats, 100% polyester

Q-10 **Page 35 – Item 15 – Please provide the manufacturer and part number for these items.**

A-10 There are multiple manufacturers.

Q-11 **Page 36 – Item 16 – Please provide the part number for these shoes.**

A-11 High Gloss Oxford.

Q-12 **Page 36 – Item 21 – Please provide the part number for these belts.**

A-12 Duty man 1 ½ Basket Weave Ranger Belt.

Q-13 **Page 36 – Item 22 – Please provide the part number for these belts.**

A-13 511 Tactical (1 ½ belt)

Q-14 **Page 36 – Item 23 – Please provide the manufacturer name and part number for these hats. What embroidery goes on which color hat? Can you provide the dimension size (height and width) of the CHARLESTON FIRE and CFD embroidery on the hats? Can you provide the size (height and width) and a photo of the Charleston 9 logo for the rear of the hat?**

A-14 See image below.

Q-15 **Page 36 – Item 24 – Please provide the manufacturer and part number for this hat. Also, is there any embroidery on this hat? If so, please provide dimensions, number of colors and a photo of embroidery.**

A-15 See image below.

Q-16 **Page 36 – Item 25 – Please confirm the part number for this hat. We believe it is Propper F5519, not HW554. Is there any embroidery to be completed on this boonie hat? If so, can we get dimensions (height and width) and a photo?**

A-16 See image below.

Q-17 **Page 36 – Item 26 – Please provide a photo and the dimensions of the large embroidered logo on the back of this garment.**

A-17 See image below.

Q-18 **Page 37 – Question 1 – Can you provide more detailed information on the specific tasks you would like us to provide the maximum number of days for completion?**

A-18 For a recruit class we are requesting a 60 day turn-around maximum time. For normal everyday small orders we are requesting 30 days turn around as a maximum time.

Q-19 Can you provide us with the bid tab from the last time this contract was awarded?

A-19 There is no bid tab. This was done as an RFP just like this one. The proposals were evaluated by a committee based on the criteria. It was not low bidder wins.

Q-20 Do we need to submit the proposal in full? I mean, I would like to submit the proposal for the screen printing, but not the badges or embroidery. Is that possible?

A-20 Vendors are free to bid on the items they wish to bid.

Q-21 Regarding the affidavit, we are a Minority Women Owned Business (Affidavit B), and also we will intend to perform contract with our own workforce (Affidavit C). Should we sign both affidavit?

A-21 If you are self-performing, you will need to complete Affidavit C. You should complete Affidavits A and B if you intend to sub any of the work out. If you are certified with the City or the state as a minority owned business, please include a copy of your certificate.

Q-22 Line 24 and 25: Beanie cap and Bonnie Hat – Are they going to be decorated or black items?

A-22 They are navy blue with embroidery.

Q-23 The price list must be on the proposal form or can I use my own price list?

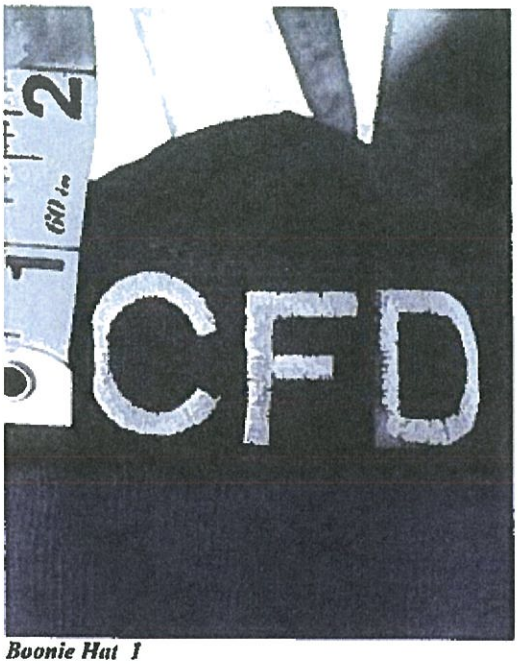
A-23 We would prefer you use our price list. If you want to include your list with additional details, you can include that also.

Q-24 On garments, sizes 2XL and up the cost is different. Should I have a price per size, or just 1 price does not matter the size?

A-24 If the price is more for larger sizes, please include those prices based on sizes.

Q-25 I did not see and item for the jacket below. Can you please help me find it on the list?

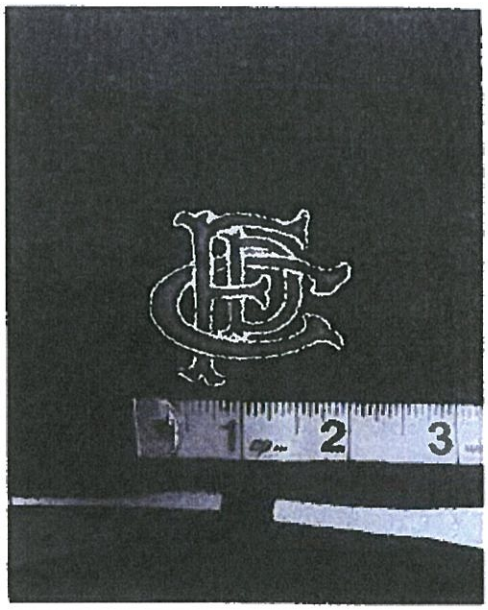
A-25 The fleece jacket is a part of item 19 on the list of items. It acts as the liner for the Hi-Viz or it can be worn separately.



Boonie Hat 1

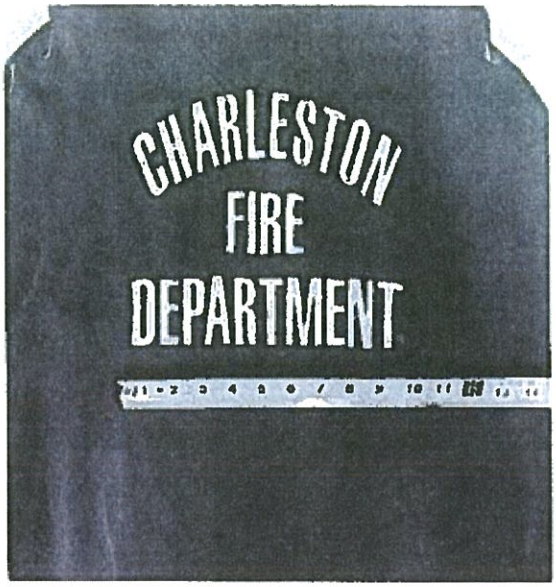
Boonie Hat 2

Beanie Cap 1

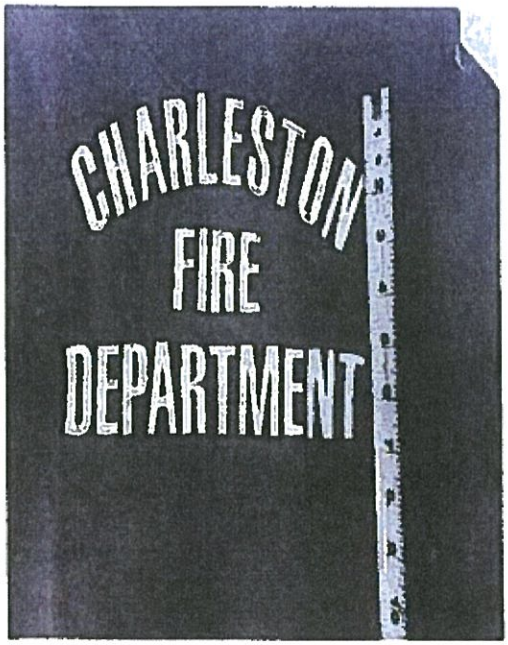


Beanie Cap 2

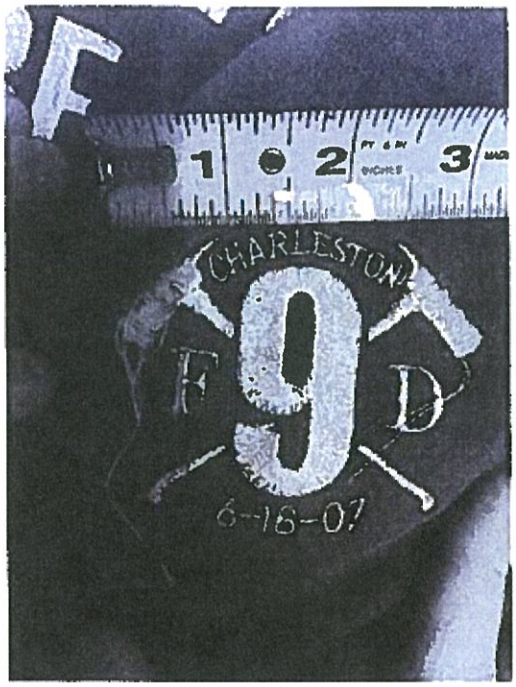
Beanie Cap 3



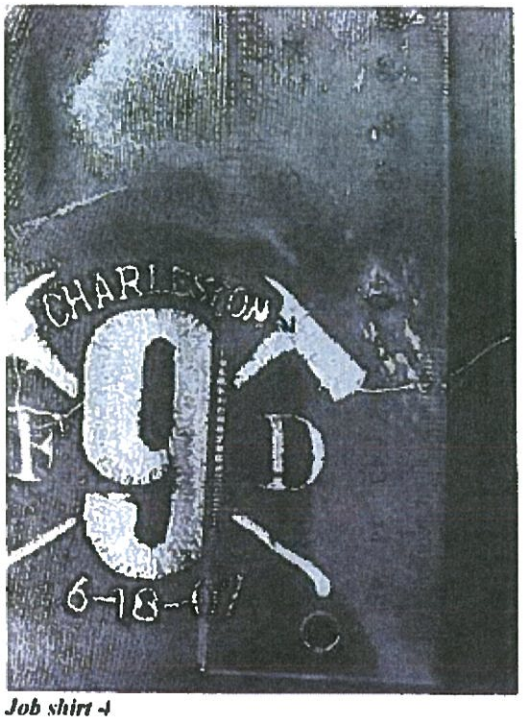
Job shirt 1



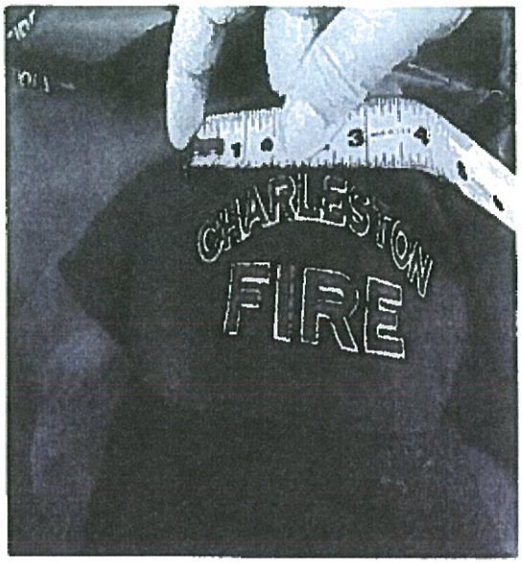
Job shirt 2



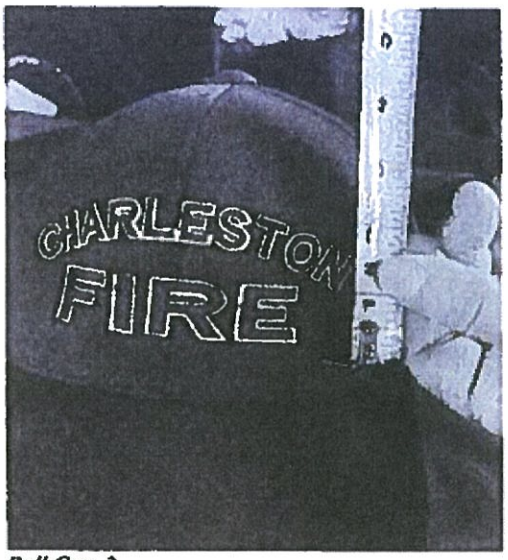
Job shirt 3



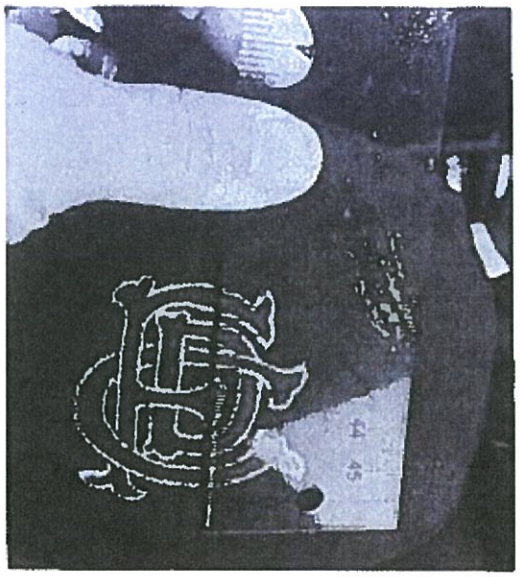
Job shirt 4



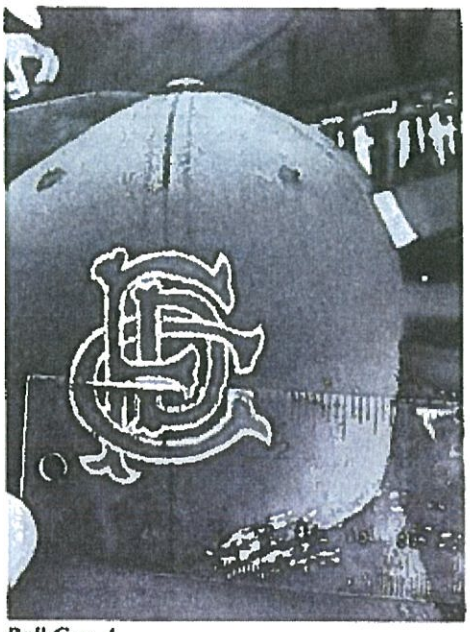
Ball Cap 1



Ball Cap 2



Ball Cap 3



Ball Cap 4

If you have any questions, please feel free to call 843-724-7312 or 724-7314. Thank you in advance for your cooperation.

Signature of Acknowledgement

June 14, 2020

Date

Reads' Uniforms

Company Name

EXHIBIT E

#20-P028R Fire Dept. Uniforms and Supplies **Vendor:** Read's Uniforms

Item	Qty./Year	Description	Unit Price	Total
1	50 - 100	Fire Department Metal Badge, Officers - Gold: Captain, Chief Fire Marshal, Battalion Chief, Assistant Chief, Deputy Chief, Fire Chief / Firefighter - Silver, Firefighter, Engineers - Engineers badge has Steamer Center Piece, Assistant Fire Marshal, Deputy Fire Marshal **Please provide manufacturer information and sample badge for quality assurance**	Officers Gold Badge - $49.50 Firefighter/Engineer - Rhodium $53.50 Firefighter/Engineer - Rhodium w/ color $55.00 All Blackinton	
2	50 - 100	Fire Department Name Plates, Officers - Gold: Captain, Chief Fire Marshal, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief - Attached Maltese cross with red center and the words Charleston Fire Department Firefighters - Silver: Firefighter, Engineer - Engraved Black lettering: Rank, First Initial, Last Name - Attached Maltese cross with red center and the words Charleston Fire Department	Gold & Silver - $16.00 All Blackinton	
3	50-100	Collar pins rank, and CFD rhodium/gold plate all ranks, CFD cutout, Captain, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief will receive appropriate bugle count	~~Blackinton Cut-out Collar - $18.00~~ a pair Blackinton J50-J55 - Collar Insignia-$4.65 pr Premier P2617 Series Collar Brass - $12 00 pr Premier P2623 Series Collar Brass - $14.25 pr	
4	300 -1000	T-Shirts, short sleeve, Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink - Recruit Personnel Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on right sleeve, Material: 100% cotton NFPA Compliant Material, XSmall-3XL available in all sizes to include tall sizes	Navy / Grey S-XL $6.79 / $5.79 2XL $8.84 / $7.64 3XL $9.44 / $8.44 LT-XLT $8.79 / $7.72 2XLT $11.99 / $10.71 3XLT $12.34 / $11.06	
5	50-400	T-Shirts, long sleeve, Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink - Recruit Personnel Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on right sleeve, Material: 100% cotton NFPA Compliant Material, XSmall-3xl 3XL available in all sizes to include tall sizes	Navy / Grey S-XL $10.20 / $9.39 2XL $12.27 / $11.22 3XL $12.63 / $11.62 LT-XLT $10.87 / $10.06 2XLT $13.89 / $12.46 3XLT $14.89 / $13.32	
6	300 - 1000	Sweatshirts, Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink- Recruit Personnel Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on sleeve, Material: 100% cotton NFPA Compliant Material, XSmall-3XL	Navy / Grey S-XL $16.29 / $14.13 2XL $21.10 / $19.11 3XL $21.66 / $19.48	

7	300 -1000	Sweatpants, with pockets Color Options: • Navy Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink- Recruit Personnel Screen Print Logo on front upper left leg, Material: 100% cotton NFPA Compliant Material, Small-3XL	Navy / Grey S-XL $12.84 / $11.99 2XL $14.23 / $13.38 3XL $16.96 / $16.16
8	300 –1000	Shorts, with pockets Color Options: Navy • Blue w/ white ink- Operations Personnel • Heather Grey w/ navy blue ink- Recruit Personnel Screen Print Logo on front left lower leg Material: 100% cotton NFPA Compliant Material, XSmall-3XL	Navy / Grey S-XL $8.63 / $8.48 2XL $10.03 / $9.88 3XL $11.34 / $11.19
9	300 - 1000	Tru-spec 24/7 Tac Navy blue Pants, Small-3XL available in all sizes to include tall sizes. Female sizes measured to female measurements and not unisex.	Male 28-44 $35.87 Male 46-54 $39.46 Female $35.87
10	400	Workrite Shirts #700NX45MN, Midnight Navy, Male and Female, Small-3XL available in all sizes to include tall sizes, snap closure up front behind buttons, Sewn on names strips, one line, above right breast pocket and color rank insignia on collar, thread color: • Firefighter-Engineer color- red stitching • Captain-Fire Chief color- gold stitching and Charleston logo patch sewn on left shoulder	Men's and Women's - $114.95
11	200	Workrite Shirts, Long Sleeve #705NX45MN, Midnight Navy, Male and Female, Small-3XL available in all sizes to include tall sizes, snap closure up front behind buttons, Sewn on names strips, one line, above right breast pocket and color rank insignia on collar, thread color: • Firefighter-Engineer color- red stitching • Captain-Fire Chief color- gold stitching and Charleston logo patch sewn on left shoulder	Men's and Women's - $132.63
12	600	Workrite Pants #402NX75MN, Midnight Navy, Male and Female, 28-52. Female sizes measured to female measurements and not unisex.	Men's - $117.69 Women's - $113.73
13	20-50	Dress Uniform Shirts, Color: White and Blue, Style: Long Sleeve button up with collar, Short Sleeve button up with collar, Double Pocket with fold down and Velcro closure, Pre-positioned badge tabs upper left breast, Male and Female, available in all sizes to include tall sizes , Charleston logo patch sewn on left shoulder (white patch on white shirt and blue patch on blue shirt)- **Provide Sample Shirt**	Men's LS 14-19.5 - $38.44 Men's LS 20.5 - $49.66 Women's LS 32-50 - $38.44 Men's SS 14.5-19.5 - $32.88 Men's SS 20.5 - $42.44 Men's SS 21.4-24.5 - $56.79 Women's SS 32-52 - $32.88 Blauer 8431(W) LS and 8421(W) SS
14	20-50	Dress Uniform Tie, Color: Black, Style: Clip-on - 18" to 20" length, 4-n-Hand Tie - 57" length	18" - $3.13 20" - $3.47 57" - $3.80
15	25-50	Dress Hat Badge, Gold plate and rhodium Firefighter, Captain, Chief Fire Marshal, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief	Hat Badge 2-5 Bugles - $16.49 Hat Badge - Firefighters - $39.25

16	50-100	Dress shoe - Promeric Dress Shoes, Color: Black, High Shine Shoe, male and female, all sizes be made available	Thorogood 831-6027 Men's - $114.40 Thorogood 831-6303 Women's - $85.80 Thorogood 831-6031 Unisex Academy-$55.00	
17	50-100	HAIX Boot, wildland, EMS boot, male and female sizes, all sizes will be made available.	Men's and Women's - $280.00	
18	50-100	TruSpec TAC ASSAULT 9" side zip boot, Style #4059, male and female size, all sizes made available	Sizes 5-13 - $57.00	
19	25-100	Tingley 3.1 icon jacket hi-vis yellow with liner, with "Charleston Fire Department" on back, Black fleece liner embroidered with logo on left breast, S-5XL made available	Gerber 70RXL Eclipse jacket and 99W Warrior softshell liner - S-6XL - $184.00	
20	25-100	Tingley 3.1 pants hi-vis yellow, S-5XL made available	Gerber 70LL - S-5XL - $48.00	
21	50-300	Uniform Belt, 1 ½", Color: Black, Size: Varying sizes, silver and gold buckles available **the specific information regarding the belt size will be provided as needed**	Sizes 28-44 - $21.20 Sizes 46-52 - $24.53 Sizes 54-60 - $26.07 Dutyman #1521	
22	50-100	TruSpec belt, nylon, color black	S-XL - $15.29 5.11 #59551	
23	50-300	Station Wear Ball Cap, Color: • Blue - Firefighter - Battalion Chief • Black: Chief Officers, Flexible Fit - Durable and fully enclosed, Embroidered front center "CHARLESTON FIRE" and "CFD" scramble and small logo on rear, "Charleston 9" recognition, **Provide sample ball cap**	SanMar C865 FlexFit - $14.99 Carolina Made 6277 FlexFit - $14.00 Samples only include front embroidery. Price includes rear embroidery.	
24	50-400	Beanie cap, knit will micro fleece lining, color blue, chief officers have option for black	SanMar CP91L - $7.99	
25	50-400	Propper Nylon Cotton Ripstop Boonie Hat, # HW554, color blue	Propper F5501 - $11.33	
26	50-400	Blauer job shirt #4630X, Color: Navy, Embroidered Logo on left breast, name tape on right breast above pocket. Large Embroidered Logo (white) on back, Small logo "Charleston 9" on right sleeve, Small-3XL available in all sizes to include tall sizes	XS-3XL - $83.07 4XL-4XLT - $100.00 5XL/T-6XL/T - $128.00	
		Additional samples may be requested as deemed necessary.		
		Description information of each item is required.		
			Shipping	All shipping included
			Sub-Total	
			9% Tax	
			Total	

If submitting a manufacturer other than what is listed, please provide samples.

EXHIBIT F

Athletic Shorts - Options	Manufacturer	Part #	Description	Color	Sizes	Items Quoted on RPF	Updated Pricing
Sweat shirt originaly included in the RFP:							
	SanMar	F260	Sweatshirt	Light Steel	S-XL	$ 14.13	
	SanMar	F260	Sweatshirt	Light Steel	2XL	$ 19.11	
	SanMar	F260	Sweatshirt	Light Steel	3XL	$ 19.48	
Sweat shirt that is the replacement based on color matching:							
	SanMar	PC90	Sweatshirt	Heather Grey	XS-XL		$ 11.84
	SanMar	PC90	Sweatshirt	Heather Grey	2XL		$ 14.94
	SanMar	PC90	Sweatshirt	Heather Grey	3XL		$ 15.19
	SanMar	PC90	Sweatshirt	Heather Grey	4XL		$ 15.84
Sweat pant origionally included in the RFP:							
	SanMar	PC78P	Sweatpant	Athletic	S-XL	$ 11.99	
	SanMar	PC78P	Sweatpant	Athletic	2XL	$ 13.38	
	SanMar	PC78P	Sweatpant	Athletic	3XL	$ 16.16	
Sweat pant that is the replacement based on color matching:							
	SanMar	PC90	Sweatpant	Heather Grey	XS-XL		$ 14.84
	SanMar	PC90	Sweatpant	Heather Grey	2XL		$ 16.29
	SanMar	PC90	Sweatpant	Heather Grey	3XL		$ 19.44
	SanMar	PC90	Sweatpant	Heather Grey	4XL		$ 20.94
Athletic shorts origionally included in the RFP:							
	SS Activewear	25843M	Shorts with	Oxford Grey	S-XL	$ 8.48	
	SS Activewear	25843M	Shorts with	Oxford Grey	2XL	$ 9.88	
	SS Activewear	25843M	Shorts with	Oxford Grey	3XL	$ 11.19	
Athletic short Options to best determine color match:							
Option 1	Augusta (AB)	915	Shorts w/o	Heather Grey	S-XL		$ 12.79
	Augusta (AB)	915	Shorts w/o	Heather Grey	2XL		$ 13.79
	Augusta (AB)	915	Shorts w/o	Heather Grey	3XL		$ 17.04
Option 2	Champion (SSA)	8180	Shorts with	Oxford Grey	XS-XL		$ 11.04
	Champion (SSA)	8180	Shorts with	Oxford Grey	2XL-3XL		$ 12.29
Option 3	SportTek	ST355P	Shorts with	Sport Grey	XS-XL		$ 8.79
	SportTek	ST355P	Shorts with	Sport Grey	2XL		$ 10.09
	SportTek	ST355P	Shorts with	Sport Grey	3XL		$ 12.79
	SportTek	ST355P	Shorts with	Sport Grey	4XL		$ 14.19
Option 4	SportTek	ST310	Shorts with	Athletic	XS-XL		$ 12.79
	SportTek	ST310	Shorts with	Athletic	2XL		$ 14.04
	SportTek	ST310	Shorts with	Athletic	3XL		$ 16.79
	SportTek	ST310	Shorts with	Athletic	4XL		$ 18.04

3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Teckienburg, Mayor

FROM: Chief Daniel Curia **DEPT.** Fire Department

SUBJECT: AEROCLAVE ROOM DECONTAMINATION SYSTEM AND ACCESSORIES

REQUEST: Approval to purchase five (5) AeroClave Room Decontamination Systems and accessories from AeroClave, LLC, 4007 Forsyth Rd., Winter Park, FL 32792. GSA Contract #470SWA18D005A

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 28, 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.: 280022 Account #: 58015

Balance in Account $110,516 Amount needed for this item $109,055.59

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 Whelan, CFO

FISCAL IMPACT:

Mayor's Signature: John J. Teckienburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
South Carolina

PURCHASE REQUEST FORM

PR 202070

Requestor: Jason Krusen
Date: 5/18/20
Ship to Location: 1950 Milford St. Charleston SC
Department: Fire
Division: 280022
Approval:

SUGGESTED SUPPLIER:

Company Name	Address	Phone Number	Contact
Aeroclave, LLC	4007 Forsyth RD. Winter Park, FL 32792		Name: Martin Bobek Email: mbobek@aeroclave.com

PURCHASE REQUESTS:

Line	Quantity	Unit	Item Number	Description	Unit Price	Extended Price	Account Number(s)
1	3	ea	RDS3110	AeroClave Room Decontamination System, Model 3110	$ 12,694.00	$ 38,082.00	58015
2	2	ea	RDS6110	AeroClave Room Decontamination System, Model 6110	$ 24,936.00	$ 49,872.00	58015
3	5	ea	APA25 - GSA	AeroClave Portable Applicator, Hand Sprayer, 25'	$ 1,133.00	$ 5,665.00	58015
4	48	ea	VOXO35	Vital Oxide disinfectant solution, 1 Case, Four 1 Gal Bottles ea	$ 109.00	$ 5,232.00	58015
5	3	ea		Shipping 3310	$ 175.00	$ 525.00	58015
6	2	ea		Shipping 6110	$ 300.00	$ 600.00	58015
7	5	ea		Shipping APA25	$ 15.00	$ 75.00	58015
8	48	ea		Shipping VOX035 (No Charge)	$ 0.00	$ 0.00	58015

Notes: These are being purchased on the DHEC Grant

GSA Contract 47QSWA18D005A

Subtotal	$ 100,051.00
Tax	$ 9,004.59
Total	$ 109,055.59

Instructions: Submit this completed form to your Divisional Initiator for entry into the IFAS; proper approvals will follow via workflow in IFAS.

AeroClave, LLC
4007 Forsyth Road
Winter Park
Florida
United States 32792

Quote

Valid Till: 12/31/2020
Quote Number : 1491633000010010914

BILL TO:

1451 King ST EXT
Charleston
South Carolina
USA
29405

SHIP TO:

1451 King ST EXT
Charleston
South Carolina
USA
29405

Account Name: **Charleston Fire Department (SC)**
Contact Name: **Jason Krusen**

Quote Stage:

S.No.	Product Details	Qty	List Price	Discount	Total
1.	**RDS3110 - GSA** AeroClave Room Decontamination System, Model 3110. GSA contract #: 47QSWA18D005A	3	$ 12,694.00	$ 0.00	$ 38,082.00
2.	**RDS6110 - GSA** AeroClave Room Decontamination System, Model 6110 GSA contract #: 47QSWA18D005A	2	$ 24,936.00	$ 0.00	$ 49,872.00
3.	**APA25 - GSA** AeroClave Portable Applicator, Hand Sprayer, 25' GSA contract #: 47QSWA18D005A	5	$ 1,133.00	$ 0.00	$ 5,665.00
4.	**VOXO35 - GSA** Vital Oxide disinfectant solution, 1 Case, Four 1 Gal. Bottles ea. GSA contract #: 47QSWA18D005A	48	$ 109.00	$ 0.00	$ 5,232.00
5.	**RDS3110 - shipping** Shipping and Handling	3	$ 175.00	$ 0.00	$ 525.00
6.	**RDS6110 - shipping**	2	$ 300.00	$ 0.00	$ 600.00
7.	**APA25 - shipping** Shipping and Handling	5	$ 15.00	$ 0.00	$ 75.00
8.	**VOXO35 - shipping** shipping always free on orders of 36 cases or more!	48	$ 0.00	$ 0.00	$ 0.00

Sub Total	$ 100,051.00
Tax	$ 0.00
Adjustment	$ 8,896.59
Grand Total	**$ 108,947.59**

Terms and Conditions

WE ARE NOT ACCEPTING RETURNS/CANCELLATIONS UNDER ANY CIRCUMSTANCES DURING THIS CRITICAL TIME

9% Sales Tax added for SC 29405

ALL PRICES ARE LISTED IN USD ($)

Contract No. LC-0-413
PO/FR No.

SC DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

CONTRACT AMENDMENT TWO (2)

WHEREAS, by Contract LC-0-413 dated 01/06/2020, the SC Department of Health and Environmental Control (DHEC) entered into a Contract with the City of Charleston to assist with meeting Healthcare Preparedness Capabilities outlined in the Health and Human Services (HHS) Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) and

WHEREAS, DHEC is desirous of amending said Contract as follows:

Section A. Scope of Services: *amend A. 1. a 5 as follows-*

A.1.a.5). Utilize funds from this contract within project guidelines defined by the South Carolina Healthcare Preparedness Program, in alignment with the Secretary for Preparedness and Response-Healthcare Preparedness Program National Bioterrorism HPP COVID-19 funding not to exceed $110,516.50, to purchase (5) AeroClave Decontamination Systems along with Vital Oxide Disinfectant Solution and any necessary Personal Protective Equipment to be used with the AeroClave Decontaminations Systems.

Section B. Term of Contract: *amend this section changing June 30, 2020 to June 30, 2021 as follows-*

This Contract will be effective when signed by all parties and shall terminate on **June 30, 2021.** Only work completed in accordance with Section A within the effective dates of the Contract will be compensated. Maximum term for this agreement is **June 30, 2021.**

Section C. Compensation: *amend Section C2 changing June 30, 2020 to June 30, 2021 as follows*

C. 1. In no event shall the total reimbursement under this Contract exceed $225,270.50 during the budget period July 1, 2019 – June 30, 2021.

C.2. DHEC agrees to reimburse the Contractor for the expense of services in Section A $225,270.50 (an increase of $37,000.00)

NOW THEREFORE, the referenced Contract is amended as specified above provided that all other terms and conditions of the Contract remain the same.

IN WITNESS WHEREOF the DHEC and Contractor have executed and delivered this Amendment.

Contract No. LC-0-413
PO/FR No.

CITY OF CHARLESTON

BY: _____

John Tecklenburg, Mayor

6.12.20
(Date)

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

BY: _____

Raymond E. Barteet,Jr., PHP Director

6/12/2020
(Date)

3d.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matthew Fountain **DEPT:** Stormwater

SUBJECT: SINKHOLE REPAIRS AT IVY HALL ROAD

REQUEST: Approval to repair sinkhole on Ivy Hall Road near a brick manhole causing road failure. Work to be done by B&C Land Development, Inc., 3785 Old Charleston Hwy., Johns Island, SC 29455

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 28, 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 Department	X	☐		☐
Procurement Director	X	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 193010 ✓ Account #: 52425 ✓

Balance in Account $275,000 Amount needed for this item ~~$84,500.00~~ 97

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 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.

DocuSign Envelope ID: 5491D56B-0F68-431C-8173-D3889D0710B3

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Stormwater Management

PRODUCT: Repair of storm drain - Ivy Hall Road

VENDOR: B&C Land Development Company

DATE: June 19, 2020

1. Describe in detail the Emergency and impact to City operations.

Stormwater Operations reported a large sinkhole forming near a brick manhole at 1962 Ivy Hall Road. B&C was called to investigate the cause of the road failure. They found that the brick manhole had deteriorated and an approximate 2' by 3' hole had formed on one side of the manhole. While the pipes entering the manhole were dewatered, it was noted that the pipe joints along Ivy Hall had separated and were causing additional sinkholes along the shoulder and in close proximity to the road. The downstream manhole was also deteriorating and needed rehabilitation. The chance of additional failure of the manhole, pipe and road makes this an emergency procurement.

2. Describe in detail the item affected and what corrective action needed.

The 60" pipe will be lined between two manholes (132') using the CIPP process. The downstream manhole will be lined.

3. What is the estimated cost and time to complete repair/replacement.

The cost for this repair will not exceed $84,500.00. Work can begin as soon as a PR is issued.

Requester Signature DocuSigned by: Frank Mulham 86DBAF787CC442D Title: Senior Project Manager 7/20/2020 | 09:45 AM EDT

Approver Signature _____ Title _____

B&C
LAND DEVELOPMENT, INC.

3785 Old Charleston Highway
Johns Island, SC 29455
843-766-8109 Phone
843-766-8158 Fax
www.bclanddev.com

Proposal

Date	Proposal #
6/17/2020	531

Name / Address
City Of Charleston 2 George Street Charleston, S.C. 29401 Engineering Dept. Attn: Frank Newham

Project
1962 Ivy Hall

Description	Total
1962 Ivy Hall	
Plug and dewater 60 RCP Clean and pre tape 132' 60" RCP CIPP line 132' of 60" RCP Post tape new liner Remove 2 EA 60" Plugs	69,400.00
Rehab up stream brick manhole with gunite Shoot Gunite around new liner at down stream manhole	15,100.00
PO# PR202578 before added manhole rehab work	
All materials are guaranteed to be as specified and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantail workmanlike manner, for the sum of:	**$84,500.00**

Note: Any alteration or deviation from above specifiations involving extra cost will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

TERMS AND CONDITIONS:
- Payment Terms, Upon Completion of job payment in full
- Proposal good for 30 days
- Work to be performed during normal work hours (7:30 am- 5:00 pm)
- Service charge of 18% APR per month on all past due invoices
- No retainage held unless stipulated in a separate formal contract
- All pipe to R.O.W.
-All utilities are unavailable for service until payment is recieved in full

PRICE DOES NOT INCLUDE:
- Layouts, As-Builts or Engineering
- Permits, Impact or Tap fees
- Mucking or hauling of muck material
- Dewatering, such as well pointing; if required, well pointing will be price by the LF of installed pipe
- Ashpalt milling and overlay
- After hours work

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.
You are authorized to do the work as specified. Payments will be made as outlined in the terms above.

Signature: _____ Date of acceptance: _____

B&C Land Development, Inc. will not begin work until the signed proposal has been returned to our office.

3e.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Tom O'Brien/Ben Dellucci **DEPT.** Public Service

SUBJECT: 2020 FORD F150 SUPER CREW MODEL W1E PICKUP

REQUEST: Approval to purchase three (3) 2020 Ford F150 Super Crew Model W1E Pickup Trucks from Vic Bailey Ford, PO Box 3568, Spartanburg, SC 29304. SC Contract #4400020086

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 28, 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	☐	☐		☐
Public Service/Fleet	☒	☐	[signature]	☐
Procurement Director	☒	☐	[signature]	☐

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 $95,511.00 ann

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature], Deputy CFO for [signature], CFO

FISCAL IMPACT: 2020 Lease Purchase Funds

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

City of Charleston
Vendor: VIC BAILY FORD INC.
V#: 000775
Address:PO BOX 3568
SPARTANBURG SC 29304

Requisition
Req. Date2/29/2020_
Req.# _____
PO#: _____
Ship To: _____

Account Codes:			062020-5810	**Contract #:**	4400020086
Item #	**Quantity**	**Unit**	**Description**	**Unit Price**	**Ext. Price**
			Ford F150 Super Crew Model W1E		
		3	**PU-5: Pickup, 4x4, 1/2 Ton, C/C FLEX FUEL**	$31,668.00	$95,004.00
			Bluetooth/Hands Free Calling	$426.00	$1,278.00
			Deduct- Winch - Standard State Spec	-$1,706.00	-$5,118.00
			FMVSS Safety Kit	$95.00	$285.00
			4-Corner Flashing Strobe (LED Lights)	$595.00	$1,785.00
			Bedliner (Drop-In)	$259.00	$777.00
			STAE TAX	$500.00	$1,500.00
			EXTERIOR-WHITE		
			INTERIOR-DARK GRAY		
			Contract #: 4400020086		
			FOR		
			parks		
			TOTAL	$31,837.00	$95,511.00

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval

	VIC BAILEY FORD				
	David Vetter 864.585.3600 or 800.922.1365				
	Ford F150 Super Crew Model W1E				
	PU-5: Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel				
	Contract #: 4400020086				
	Standard Equipment Included:				
	6.2L V-8 Engine	Power Steering			
	Automatic Transmission	Power Brakes			
	A/C	Power Windows and Door Locks			
	AM/ FM Radio	Vinyl 40/20/40 Bench Seat			
	160" Wheel Base 6.75' Bed	Heavy Duty Vinyl Floor			
	Cruise Control	XL Trim			
	SC STATE CONTRACT PRICE:			**$31,668.00**	
	Bluetooth/Hands Free Calling			$426.00	
	Deduct- Winch - Standard State Spec			-$1,706.00	
	FMVSS Safety Kit (Fire Ext., Triange and First Aid Kit)			$95.00	
	4-Corner Flashing Strobe System (LED Lights)			$595.00	
	Bedliner (Drop-In)			$259.00	
	STAE TAX			$500.00	
				$31,837.00	

PU-5: Truck, Pickup, 4x4, 1/2 Ton, Crew Cab, Flex Fuel

Contract Number:	**4400020086**		Contractor:	**Vic Bailey Ford, Inc.**
Initial Contract Term:	12/4/2018	10/31/2019	Address:	PO Box 3568 Spartanburg, SC 29304
Contract Rollover Dates:	11/1/2019	10/31/2020	Vendor #:	7000079092
Order Cutoff Date:	TBD		Contact:	**David Vetter**
Model:	**Ford F150 Super Crew Model W1E**		Email:	dvetter@vicbaileyauto.com
Commodity Code:	07202		Telephone:	**864-585-3600**
Delivery Days ARO:	90		Fax:	**864-594-6802**

BASE PRICE **$31,668.00**

*Click on the link above for an itemized listing of items included in the base price.

Optional Additions

Auxiliary Power Outlet	Factory Standard
Bluetooth/Hands Free Calling	$426.00
Larger Bed/Cargo Box	$320.00
Larger Differential Ratio	$52.00
Securable Folding Bedcover (Hard Surface)	$1,008.00
Spray-In Bedliner	$450.00

Optional Deductions

Auxiliary Power Connection-DNR	$195.00
Deduct to 4x2	$2,544.00
Deduct from Positive Traction/Limited Slip	$336.00
Vehicle Delivery Fee	$20.00
Power Door Locks & Windows	$935.00
Privacy Glass-Return to Factory Tint	$256.00
Winch - Standard State Spec	$1,706.00

Delivery Information

Distance from Dealership to SFM Delivery Point	10
Delivery price per mile in excess of the miles above	$2.00

Return to Index

4.)

CARTA

www.ridecarta.com
@ridecarta

Charleston Area Regional Transportation Authority

MEMORANDUM

TO: Member Governments

FROM: Robin W. Mitchum, Deputy Director of Finance and Administration

SUBJECT: FY20/21 Proposed Budget

DATE: June 17, 2020

The CARTA Board of Directors approved the Fiscal Year 20/21 Proposed Budget today. This proposed budget is based on actual and projected revenue and expenditures for the upcoming fiscal year. Because of these uncertain times and unknown factors, this budget will be revised during the fiscal year to reflect actual changes to revenues and expenses. The BCDCOG staff monitors all activities monthly and makes decision based on those activities. Below is a brief overview on the budgeted line items for your consideration.

Revenues

A detailed explanation of line item changes are as follows:

- Fare and contract revenues have been estimated based on the prior year's revenue.
- The City of Charleston HOP contribution is unlikely at this time, so we have removed it from the budget.
- Federal revenue includes estimated 5307 Urban funds, 5310 Enhanced Mobility for Seniors & individuals with disabilities, and 5307 CARES Act funds. CARTA receives funds as a direct recipient from FTA and Pass Through funds from the BCDCOG. Capital funds are reflected in the capital revenues budget.
- State Mass Transit Funds are operating funds used as match to 5307 Urban funds.
- Sales Tax – Charleston County capital matching requirements are reflected in the capital revenues budget line item.
- Interest, Insurance Proceeds, Sale of Assets, and Miscellaneous are unknown amounts that are not added as revenue until received or anticipated to be received.

Expenditures

A detailed explanation of line item changes are as follows:

- The reduction reflects actual the cost of Retiree Insurance only as a result of staff and management services now being provided by BCDCOG through the IGA Agreement.
- Postage increased to align the budget with average and estimated expenditures.
- Equipment rental increased by the addition of the Electric Bus Battery Lease agreements.

- Office Equipment Maintenance includes IT services (managed server services, email hosting, website management, and other general IT services), Camera system maintenance, and Automatic Vehicle Locator (AVL) software maintenance.
- Rent increased to reflect the rental agreement with Dorchester Village Shopping for the park and ride facility.
- Communications increased for the monthly digital radio frequency cost which is a per radio fee.
- Utilities increased for the new charging stations. Utilities include electric and water at the Superstop, Melnick Park and Ride, Leeds Avenue, and the charging stations at Leeds Avenue.
- Professional services increased with the addition of custodial services at Melnick Park and Ride and custodial sanitization services at the Super Stop to address COVID-19. Audit services provided include the annual audit and additional audit reporting requirements.
- We are estimating a reduction in Shelter Engineering services, an increase in Transit service, and the implementation of the Pilot Ride Program service.
- Insurance expenses increased as a result of the addition of new shelters, buses, and charging stations.
- Fuel increased due to the reinstatement of operational services, which were previously reduced due to decreased service and fuel costs as a result of COVID-19 during FY20.
- Paratransit increased based on the reinstatement of services.
- Interest was reduced to reflect the reduction of principal payments on the BB&T Melnick property loan.
- Non Capitalized assets include the purchase of security equipment including cameras, lighting, shelter panels, driver safety barriers, COVID-19 PPE, and radio equipment.
- Rolling Stock is increased to the amount of buses CARTA anticipates receiving next fiscal year.
- Bus Facilities/Charging stations are for the purchase and installation of charging stations for electric buses.
- Bus Shelter Construction/Bench Install is for the installation of new bus shelters.
- Land is for the purchase of the property at Leeds Avenue from Dominion Energy for additional parking and charging station needs.
- HOP Lot Construction/Leeds Avenue is for the construction of the HOP Lot as well as facility upgrades at Leeds Avenue.
- Security Cameras and Equipment are funds available to purchase security equipment at our facilities and on buses.
- ITS System is for the purchase of the integrated technology solution system that will provide computer-aided dispatching and an automatic vehicle tracking system.

We will continue to monitor the budget to insure revenues and expenditure remain aligned and we will recommend revisions to the Board as necessary.

If you have any questions, please contact me at 843-529-2126 or robinm@bcdcog.com

CARTA
Proposed FY2021 Budget

	Budget FY 2020	Proposed Budget FY 2021	Variance
Revenues			
Farebox	1,326,542	1,873,328	546,786
Passes	341,948	516,573	174,625
HOP Lot Parking Fees	20,211	30,643	10,432
COC Shuttle	274,579	420,859	146,280
MUSC	551,778	741,699	189,921
City of Charleston - DASH	580,944	609,992	29,048
City of Charleston - HOP	250,000	-	(250,000)
Federal	6,798,922	12,295,361	5,496,439
State Mass Transit Funds	-	570,953	570,953
Sales Tax - Charleston County	10,878,851	5,667,195	(5,211,656)
Advertising	650,000	700,000	50,000
Interest	152	-	(152)
Insurance Proceeds	108,015	-	(108,015)
Sale of Asset	9,300	-	(9,300)
Miscellaneous	400	-	(400)
TOTAL REVENUES	21,791,642	23,426,603	1,634,961
Expenditures			
Staff Salaries & Benefits	62,853	8,286	(54,567)
Supplies	61,650	61,650	-
Printing	47,500	47,500	-
Marketing	10,000	10,000	-
Automotive	650	650	-
Postage	1,750	1,850	100
Dues/Memberships	513	513	-
Office Equipment Rental	53,955	263,955	210,000
Office Equipment Maintenance	221,265	221,265	-
Rent	27,350	33,200	5,850
Communications	173,351	179,624	6,273
Utilities	43,420	46,523	3,103
Advertising	5,000	5,000	-
Professional Services			
Auditing	21,000	24,300	3,300
Legal	7,500	7,500	-
Custodial	47,102	72,404	25,302
Other	96,820	96,820	-
Contract Services			
Shared Services - IGA	2,302,387	2,302,387	-
Shelter/Bench Contract Services	226,481	100,000	(126,481)

CARTA
Proposed FY2021 Budget

	Budget FY 2020	Proposed Budget FY 2021	Variance
Fixed Route	13,169,604	14,019,132	849,528
Money Transport	7,500	7,500	-
Pilot Ride Program	-	80,000	80,000
Vehicle Maintenance	250,000	250,000	-
Facility Repair & Maintenance	21,375	21,375	-
Operating Fees & Licenses	34,768	34,768	-
Insurance	760,500	780,865	20,365
Fuel	1,205,156	1,524,623	319,467
Paratransit	2,506,749	2,907,056	400,307
Miscellaneous	7,741	7,741	-
Interest	64,080	60,116	(3,964)
Non-Capitalized Assets	353,622	250,000	(103,622)
TOTAL EXPENDITURES	21,791,642	23,426,603	1,634,961
Excess (Deficit) of Revenues Over (Under) Expenditures	-	-	-
Capital Revenues			
Rolling Stock	1,615,219	10,279,699	8,664,480
Bus Facilities/Charging Stations	491,123	405,500	(85,623)
Bus Shelter Construction/Bench Install	-	-	-
Security Cameras/Equipment	69,990	247,937	177,947
Capital (IT, Facility Repairs/Maint)	56,012	56,012	-
ITS System	-	1,300,000	1,300,000
HOP Lot Construction	-	2,800,000	
Sales Tax - Charleston County	1,560,399	5,180,555	3,620,156
TOTAL CAPITAL EXPENDITURES	3,792,743	20,269,703	13,676,960
Capital Expenditures			
Rolling Stock	2,123,014	12,895,746	10,772,732
Bus Facilities/Charging Stations	1,111,723	1,769,019	657,296
Bus Shelter Construction/Bench Install	400,504	200,000	(200,504)
Land	-	600,000	600,000
HOP Lot Construction/Leeds Ave.	-	2,800,000	
Security Cameras/Equipment	87,487	309,923	222,436
Capital (IT, Facility Repairs/Maint)	70,015	70,015	-
ITS System	-	1,625,000	1,625,000
TOTAL CAPITAL EXPENDITURES	3,792,743	20,269,703	13,676,960

CARTA
PROPOSED DETAILED BUDGETED EXPENDITURES
FY 2021/2022

		Budget FY 2020	*Proposed* Budget FY 2021	Increase (Decrease)
SALARIES & BENEFITS	Salaries	41,553	-	(41,553)
	Retirement	6,466	-	(6,466)
	FICA	3,059	-	(3,059)
	SUTA	-	-	-
	Workers Comp	121	-	(121)
	Insurance	3,530	-	(3,530)
	Retiree Insurance	8,124	8,286	162
		62,853	8,286	(54,567)
SUPPLIES	Admin/Operations	61,450	61,450	-
	Supplies - HOP LOT	200	200	-
	Total	61,650	61,650	-
PRINTING	Printing	45,000	45,000	-
	Printing - HOP LOT	2,500	2,500	-
		47,500	47,500	-
MARKETING	Promotional	10,000	10,000	-
	Total	10,000	10,000	-
AUTOMOTIVE	Parking/Mileage/Service	650	650	-
	Total	650	650	-
POSTAGE	John Street	1,750	1,850	100
		1,750	1,850	100
DUES & MEMBERSHIPS	Metro Chamber	513	513	-
	Total	513	513	-
EQUIPMENT RENTAL	Portable Toilet Rental - HOP LOT	780	780	-
	Electric Bus Battery Lease	52,500	262,500	210,000
	Miscellaneous Equipment	675	675	-
	Total	53,955	263,955	210,000
OFFICE EQUIPMENT MAINTENANCE	IT	50,000	50,000	-
	Money Counting Equipment	2,000	2,000	-
	Super Stop Cameras	2,450	2,450	-
	AVL Cloud Manager	25,810	25,810	-
	AVL	141,005	141,005	-
		221,265	221,265	-
RENT	Land	6,000	6,000	-
	Park & Ride	12,850	18,700	5,850
	Document Storage	2,500	2,500	-
	SC Works Charleston Center	6,000	6,000	-
		27,350	33,200	5,850

CARTA
PROPOSED DETAILED BUDGETED EXPENDITURES
FY 2021/2022

		Budget FY 2020	*Proposed* Budget FY 2021	Increase (Decrease)
COMMUNICATIONS	Telephone/Internet	13,740	14,015	275
	Tablets - Buses	80,609	80,609	-
	Radios	79,002	85,000	5,998
	Total	173,351	179,624	6,273
UTILITIES	Electricity	32,580	35,683	3,103
	Water	10,840	10,840	-
		43,420	46,523	3,103
ADVERTISING	ALL	5,000	5,000	-
		5,000	5,000	-
PROFESSIONAL SERVICES	Audit	21,000	24,300	3,300
	Legal	7,500	7,500	-
	Custodial	47,102	72,404	25,302
	Other	96,820	96,820	-
		172,422	201,024	28,602
CONTRACT SERVICES	Management Services	75,000	75,000	-
	Shared Services (IGA)	2,227,387	2,227,387	-
	Shelter/Bench Engineering (IGA)	226,481	100,000	(126,481)
	Fixed Route - Transdev	12,411,868	13,029,120	617,252
	Hop Lot - Transdev	757,736	990,012	232,276
	Money Transport	7,500	7,500	-
	Pilot Ride Program	-	80,000	80,000
		15,705,972	16,509,019	803,047
VEHICLE MAINTENANCE		250,000	250,000	-
		250,000	250,000	-
FACILITY REPAIR & MAINTENANCE	Facility Repair Misc	20,000	16,425	(3,575)
	Bus Wash Inspection	1,375	4,950	3,575
		21,375	21,375	-
OPERATING FEES & LICENSES		34,768	34,768	-
		34,768	34,768	-
INSURANCE	Administration	15,500	15,500	-
	Operating	745,000	765,365	20,365
		760,500	780,865	20,365
FUEL	Fuel	1,165,156	1,463,541	298,385
	Fuel - HOP LOT	40,000	61,082	21,082
		1,205,156	1,524,623	319,467

CARTA
PROPOSED DETAILED BUDGETED EXPENDITURES
FY 2021/2022

		Budget FY 2020	*Proposed* Budget FY 2021	Increase (Decrease)
PARATRANSIT	TRANSDEV	2,506,749	2,907,056	400,307
		2,506,749	2,907,056	400,307
MISCELLANEOUS	MISC	7,500	7,500	-
	MISC - HOP LOT	241	241	-
		7,741	7,741	-
INTEREST	BB&T - Melnick Property	64,080	60,116	(3,964)
		64,080	60,116	(3,964)
NON-CAPITALIZED ASSETS	Non-Capitalized Assets	353,622	250,000	(103,622)
		353,622	250,000	(103,622)
CAPITAL				
	Rolling Stock/Fleet Repair	2,123,014	12,895,746	10,772,732
	Bus Facilities/Charging Stations	1,111,723	1,769,019	657,296
	Shelter Project - Wildwood	400,504	200,000	(200,504)
	Land	-	600,000	600,000
	HOP Lot Constuction/Leeds Ave.	-	2,800,000	2,800,000
	Security/Cameras	87,487	309,923	222,436
	Signage	70,015	70,015	-
	ITS System	-	1,625,000	1,625,000
		3,792,743	20,269,703	16,476,960

5.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Joe Swaim/ Andrew Jones **DEPT.** Stormwater Management

SUBJECT: BARBERRY WOODS IMPROVEMENT-PROFESSIONAL SERVICES CONTRACT

REQUEST: Approval of professional services contract with WK Dickson & Co., Inc. for $498,070.00 for engineering and design services for drainage improvements in the Barberry Woods area of Johns Island.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 28, 2020

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Matt Gh, Dep CFO	☐
Corporate Counsel	☐	☐	[illegible]	☐
Dir. of SW Mgmt	☒	☐	[illegible]	☐
	☒	☐	Ruth Sidon	☐

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Public Svc-Engineering Acct # 050366-58238

Balance in Account $498,070.00 Amount needed for this item $498,070.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt Gh, Dep CFO for Amy Wheeler, CFO

FISCAL IMPACT: **Funding for this will come from the Drainage Fund.**

Mayor's Signature: [signature]
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____, _____("Effective Date") between the City of Charleston ("OWNER") and WK Dickson & Co., Inc. ("ENGINEER).

OWNER intends to retain the Engineer to provide a turnkey design services, a detailed cost analysis for multiple improvement scenarios, project and/or program management, grant funding research, permitting research, environmental and permitting services, design and construction administrative services, environmental monitoring services, to improve the drainage conditions of the Barberry Woods Drainage Basin and other associated tasks to John's Island. Additional professional services maybe part of future phases of this contract. The said services are more fully defined in the Attachment A Scope of Work. ("Project").

OWNER and ENGINEER in consideration of their mutual covenants as set forth herein agree as follows:

: ARTICLE 1 - SERVICES OF ENGINEER

1.01 Scope

A. ENGINEER shall provide the Basic and Additional Services set forth herein and in Exhibit A.

B. Upon this Agreement becoming effective, ENGINEER is authorized to begin Basic Services as set forth in Exhibit A.

C. If authorized by OWNER, ENGINEER shall furnish Resident Project Representative(s) with duties, responsibilities and limitations of authority as set forth in Exhibit D.

ARTICLE 2 - OWNER'S RESPONSIBILITIES

2.01 General

A. OWNER shall have the responsibilities set forth herein and in Exhibit B.

ARTICLE 3 - TIMES FOR RENDERING SERVICES

3.01 General

A. ENGINEER's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time or specific dates for providing services are specified in this Agreement, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.

B. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If OWNER has requested changes in the scope, extent, or character of the Project, the time of performance of ENGINEER's services shall be adjusted equitably.

C. For purposes of this Agreement the term "day" means a calendar day of 24 hours.

3.02 Suspension

A. If OWNER fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, or if ENGINEER's services are delayed through no fault of ENGINEER, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement.

B. If ENGINEER's services are delayed or suspended in whole or in part by OWNER, or if ENGINEER's services are extended by Contractor's actions or inactions for more than 90 days through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, reasonable costs incurred by ENGINEER in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

ARTICLE 4 - PAYMENTS TO ENGINEER

4.01 Methods of Payment for Services and Reimbursable Expenses of ENGINEER

A. *For Basic Services.* OWNER shall pay ENGINEER for Basic Services performed or furnished under Exhibit A, Part 1, as set forth in Exhibit C.

B. *For Additional Services.* OWNER shall pay ENGINEER for Additional Services performed or furnished under Exhibit A, Part 2, as set forth in Exhibit C.

C. *For Reimbursable Expenses.* In addition to payments provided for in paragraphs 4.01.A and 4.01.B, OWNER shall pay ENGINEER for Reimbursable Expenses incurred by ENGINEER and ENGINEER's Consultants as set forth in Exhibit C.

4.02 Other Provisions Concerning Payments

A. *Preparation of Invoices.* Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER, unless otherwise agreed. The amount billed in each invoice will be calculated as set forth in Exhibit C.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving seven days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all

amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

C. *Disputed Invoices.* In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

D. *Payments Upon Termination.*

1. In the event of any termination under paragraph 6.06, ENGINEER will be entitled to invoice OWNER and will be paid in accordance with Exhibit C for all services performed or furnished and all Reimbursable Expenses incurred through the effective date of termination.

2. In the event of termination by OWNER for convenience or by ENGINEER for cause, ENGINEER, in addition to invoicing for those items identified in subparagraph 4.02.D.1, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with ENGINEER's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

E. *Records of ENGINEER's Costs.* Records of ENGINEER's costs pertinent to ENGINEER's compensation under this Agreement shall be kept in accordance with generally accepted accounting practices. To the extent necessary to verify ENGINEER's charges and upon OWNER's timely request, copies of such records will be made available to OWNER at cost.

F. *Legislative Actions.* In the event of legislative actions after the Effective Date of the Agreement by any level of government that impose taxes, fees, or costs on ENGINEER's services or other costs in connection with this Project or compensation therefor, such new taxes, fees, or costs shall be invoiced to and paid by OWNER as a Reimbursable Expense to which a Factor of 1.0 shall be applied. Should such taxes, fees, or costs be imposed, they shall be in addition to ENGINEER's estimated total compensation.

ARTICLE 5 - OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. ENGINEER's opinions of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional generally familiar with the industry. However, since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by ENGINEER. If OWNER wishes greater assurance as to probable Construction Cost, OWNER shall employ an independent cost estimator as provided in Exhibit B.

5.02 Opinions of Total Project Costs

A. If the lowest bona fide proposal or bid (assuming a min. of 2 bids) exceeds the final opinion of probable construction cost by more than 20%, the ENGINEER shall without additional charge to the OWNER, modify the contract documents one time, using ENGINEER's best efforts to bring the project within the final opinion of probable construction cost. The ENGINEER's redesign responsibility shall also include the permitting, advertising and reprinting costs associated with the redesign.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

B. ENGINEER shall be responsible for the technical accuracy of its services and documents resulting therefrom, and OWNER shall not be responsible for discovering deficiencies therein. ENGINEER shall correct such deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in OWNER-furnished information.

C. ENGINEER shall perform or furnish professional engineering and related services in all phases of the Project to which this Agreement applies. ENGINEER shall serve as OWNER's prime professional for the Project. ENGINEER may employ such ENGINEER's Consultants as ENGINEER deems necessary to assist in the

performance or furnishing of the services. ENGINEER shall not be required to employ any ENGINEER's Consultant unacceptable to ENGINEER.

D. ENGINEER and OWNER shall comply with applicable Laws or Regulations and OWNER-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to OWNER's responsibilities or to ENGINEER's scope of services, times of performance, or compensation.

E. OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by OWNER to ENGINEER pursuant to this Agreement. ENGINEER may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. OWNER shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of ENGINEER.

G. Prior to the commencement of the Construction Phase, OWNER shall notify ENGINEER of any variations from the language indicated in Exhibit E, "Notice of Acceptability of Work," or of any other notice or certification that ENGINEER will be requested to provide to OWNER or third parties in connection with the Project. OWNER and ENGINEER shall reach agreement on the terms of any such requested notice or certification, and OWNER shall authorize such Additional Services as are necessary to enable ENGINEER to provide the notices or certifications requested.

H. ENGINEER shall not be required to sign any documents, no matter by whom requested, that would result in the ENGINEER's having to certify, guarantee or warrant the existence of conditions whose existence the ENGINEER cannot ascertain. OWNER agrees not to make resolution of any dispute with the ENGINEER or payment of any amount due to the ENGINEER in any way contingent upon the ENGINEER's signing any such certification.

I. During the Construction Phase, ENGINEER shall not supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

J. ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

K. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees or any other persons (except ENGINEER's own employees) at the Site or otherwise furnishing or performing any of the Contractor's work; or for any decision made on interpretations or clarifications of the Contract Documents given by OWNER without consultation and advice of ENGINEER.

L. The General Conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (Document No. 1910-8, 1996 Edition).

6.02 Authorized Project Representatives

A. Contemporaneous with the execution of this Agreement, ENGINEER and OWNER shall designate specific individuals to act as ENGINEER's and OWNER's representatives with respect to the services to be performed or furnished by ENGINEER and responsibilities of OWNER under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

6.03 Design without Construction Phase Services

A. Should OWNER provide Construction Phase services with either OWNER's representatives or a third party, ENGINEER's Basic Services under this Agreement will be considered to be completed upon completion of the Final Design Phase or Bidding or Negotiating Phase as outlined in Exhibit A.

B. It is understood and agreed that if ENGINEER's Basic Services under this Agreement do not include Project observation, or review of the Contractor's performance, or any other Construction Phase services, and that such services will be provided by OWNER, then OWNER assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the ENGINEER that may be in any way connected thereto.

6.04 Use of Documents

A. All Documents are instruments of service in respect to the Project, and upon payment therefor, OWNER shall retain an ownership and property interest therein whether or not the Project is completed. Any further use of the documents referenced herein is at the OWNER's sole risk.

B. Copies of OWNER-furnished data that may be relied upon by ENGINEER are limited to the printed copies (also known as hard copies) that are delivered to the ENGINEER pursuant to Exhibit B. Files in electronic media format of text, data, graphics, or of other types that are furnished by OWNER to ENGINEER are only for convenience of ENGINEER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

C. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

D. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.

E. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Project.

F. OWNER may make and retain copies of Documents for information and reference in connection with use on the Project by OWNER. Such Documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at OWNER's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants. OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.

G. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

H. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

6.05 Insurance

A. ENGINEER shall procure and maintain insurance as set forth in Exhibit G, "Insurance." ENGINEER shall cause Engineering Consultants to procure and maintain like insurance as set forth in Exhibit G, Insurance.

B. OWNER shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to cause ENGINEER and ENGINEER's Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project

C. OWNER and ENGINEER shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of ENGINEER's services and at renewals thereafter during the life of the Agreement.

D. All policies of property insurance shall contain provisions to the effect that ENGINEER's and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder.

F. At any time, OWNER may request that ENGINEER, at OWNER's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by OWNER, with the concurrence of ENGINEER, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by OWNER, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. *For cause,*

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. By ENGINEER:

1) upon seven days written notice if ENGINEER believes that ENGINEER is being requested by OWNER to furnish or perform services contrary to ENGINEER's responsibilities as a licensed professional; or

2) upon seven days written notice if the ENGINEER's services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER's control.

3) ENGINEER shall have no liability to OWNER on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. *For convenience,*

a. By OWNER effective upon the receipt of written notice to ENGINEER.

B. The terminating party under paragraphs 6.06.A.1 or 6.06.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow ENGINEER to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

6.07 Controlling Law

A. This Agreement is to be governed by the laws of the State of South Carolina.

6.08 Successors, Assigns, and Beneficiaries

A. OWNER and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ENGINEER (and to the extent permitted by paragraph 6.08.B the assigns of OWNER and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

B. Neither OWNER nor ENGINEER may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or ENGINEER to any Contractor, Contractor's subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. The OWNER agrees that the substance of the provisions of this paragraph 6.08.C shall appear in the Contract Documents.

6.09 Dispute Resolution

A. OWNER and ENGINEER agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of a dispute prior to exercising their rights under this Agreement or under law.

6.10 Hazardous Environmental Condition

A. OWNER represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist.

B. OWNER has disclosed to the best of its knowledge to ENGINEER the existence of all Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Material located at or near the Site, including type, quantity and location.

C. If a Hazardous Environmental Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials.

D. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Environmental Condition. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

E. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

F. If ENGINEER's services under this Agreement cannot be performed because of a Hazardous Environmental Condition, the existence of the condition shall justify ENGINEER's terminating this Agreement for cause on 30 days' notice.

6.11 Allocation of Risks

A. Indemnification

1. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) to the extent caused by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

2. OWNER shall be responsible for its acts of negligence in accordance with and to the extent provided in the S.C. Tort Claims Act, as amended.

3. In addition to the assurances provided under paragraph 6.11.A.2 of this Agreement, OWNER shall be responsible to ENGINEER and its officers, directors, partners, employees, and ENGINEER's Consultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or other dispute resolution costs) caused by, arising out of or resulting from a negligent act of OWNER in accordance with and to the extent provided in the S.C. Tort Claims Act, as amended.

6.12 Notices

A. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

6.13 Survival

A. All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

6.14 Severability

A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.15 Waiver

A. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

6.16 Headings

A. The headings used in this Agreement are for general reference only and do not have special significance.

ARTICLE 7 - DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the Exhibits hereto) and printed with initial or all capital letters, the terms listed below have the meanings indicated, which are applicable to both the singular and plural thereof:

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Documents.

2. *Additional Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 2 of this Agreement.

3. *Agreement*--This "Standard Form of Agreement between OWNER and ENGINEER for Professional Services," including those Exhibits listed in Article 8 hereof.

4. *Application* for Payment--The form acceptable to ENGINEER which is to be used by Contractor in requesting progress or final payments for the completion of its Work and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

5. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

6. *Basic Services*--The services to be performed for or furnished to OWNER by ENGINEER in accordance with Exhibit A, Part 1, of this Agreement.

7. *Bid*--The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

8. *Bidding Documents*--The advertisement or invitation to Bid, instructions to bidders, the Bid form and attachments, the Bid bond, if any, the proposed Contract Documents, and all Addenda, if any.

9. *Change Order*--A document recommended by ENGINEER, which is signed by Contractor and OWNER to authorize an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Construction Agreement.

10. *Construction Agreement*--The written instrument which is evidence of the agreement, contained in the Contract Documents, between OWNER and Contractor covering the Work.

11. *Construction Contract*--The entire and integrated written agreement between the OWNER and Contractor concerning the Work.

12. *Construction Cost*--The cost to OWNER of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

13. *Contract Documents*--Documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between OWNER and Contractor, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Construction Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and ENGINEER's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

14. *Contract Price*--The moneys payable by OWNER to Contractor for completion of the Work in accordance with the Contract Documents and as stated in the Construction Agreement.

15. *Contract Times*--The numbers of days or the dates stated in the Construction Agreement to: (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment as evidenced by ENGINEER's written recommendation of final payment.

16. *Contractor*--An individual or entity with whom OWNER enters into a Construction Agreement.

17. *Correction Period*--The time after Substantial Completion during which Contractor must correct, at no cost to OWNER, any Defective Work, normally one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee or specific provision of the Contract Documents.

18. *Defective*--An adjective which, when modifying the word Work, refers to Work that is unsatisfactory, faulty, or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

19. *Documents*--Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by ENGINEER to OWNER pursuant to this Agreement.

20. *Drawings*--That part of the Contract Documents prepared or approved by ENGINEER which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

21. *Effective Date of the Construction Agreement*--The date indicated in the Construction Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Construction Agreement is signed and delivered by the last of the two parties to sign and deliver.

22. *Effective Date of the Agreement*--The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

23. *ENGINEER's Consultants*--Individuals or entities having a contract with ENGINEER to furnish services with respect to this Project as ENGINEER's independent professional associates, consultants, subcontractors, or vendors. The term ENGINEER includes ENGINEER's Consultants.

24. *Field Order*--A written order issued by ENGINEER which directs minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

25. *General Conditions*-That part of the Contract Documents which sets forth terms, conditions, and procedures that govern the Work to be performed or furnished by Contractor with respect to the Project.

26. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCB's, Petroleum, Hazardous Waste, or Radioactive Materials in such quantities or circumstances that present a substantial danger to persons or property exposed thereto in connection with the Work.

27. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

28. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. PCB's--Polychlorinated biphenyls.

30. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

31. *Radioactive Materials*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

32. *Record Drawings*--The Drawings as issued for construction on which the ENGINEER, upon completion of the Work, has shown changes due to Addenda or Change Orders and other information which ENGINEER considers significant based on record documents furnished by Contractor to ENGINEER and which were annotated by Contractor to show changes made during construction.

33. *Reimbursable Expenses*--The expenses incurred directly by ENGINEER in connection with

the performing or furnishing of Basic and Additional Services for the Project for which OWNER shall pay ENGINEER as indicated in Exhibit C.

34. *Resident Project Representative*--The authorized representative of ENGINEER, if any, assigned to assist ENGINEER at the Site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by OWNER. The duties and responsibilities of the Resident Project Representative are as set forth in Exhibit D.

35. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

36. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to ENGINEER to illustrate some portion of the Work.

37. *Site*--Lands or areas indicated in the Contract Documents as being furnished by OWNER upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands furnished by OWNER which are designated for use of Contractor.

38. *Specifications*--That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

39. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

40. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements the General Conditions.

41. *Total Project Costs*--The sum of the Construction Cost, allowances for contingencies, the total costs of services of ENGINEER or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or OWNER's costs for legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project, or the cost of other services to be provided by others to OWNER pursuant to Exhibit B of this Agreement.

42. *Work*--The entire completed construction or the various separately identifiable parts thereof required to be provided under the Contract Documents with respect to this Project. Work includes and is the result of performing or furnishing labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and all equipment into such construction, all as required by the Contract Documents.

43. *Work Change Directive*--A written directive to Contractor issued on or after the Effective Date of the Construction Agreement and signed by OWNER upon recommendation of the ENGINEER, ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

44. *Written Amendment*--A written amendment of the Contract Documents signed by OWNER and Contractor on or after the Effective Date of the Construction Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

ARTICLE 8 - EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included

A. Exhibit A, "ENGINEER's Services," consisting of fourteen (14) pages.

B. Exhibit B, "OWNER's Responsibilities," consisting of three (3) pages.

C. Exhibit C, "Payments to Engineer for Services and Reimbursable Expenses," and "Appendix 1" consisting of four (4) pages.

D. Exhibit D is intentionally omitted.

E. Exhibit E is intentionally omitted.

F. Exhibit F is intentionally omitted.

G. Exhibit G, "Insurance," consisting of two (2) pages.

8.02 Total Agreement

A. This Agreement (consisting of pages 1 to 12 inclusive, together with the Exhibits identified above) and Attachment A, the Scope of Work constitutes the entire agreement between OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

City of Charleston

By: John J. Tecklenburg.

Title: Mayor

Date Signed:

Address for giving notices:

City of Charleston Department of Stormwater Management

2 George Street, Suite 2100

Charleston, South Carolina 29401

Designated Representative (paragraph 6.02.A):

Matthew Fountain, P.E.

Title: Director of Stormwater Management

Phone Number: (843) 724-3754

Facsimile Number: (843) 973-7261

E-Mail Address: cabinessl@ci.charleston.sc.us

ENGINEER:

By: Scott Sigmon

Title: Vice President

Date Signed: 6-29-2020

Address for giving notices:

W K Dickson & Co., Inc.

720 Corporate Center Drive

Raleigh, NC 27607

Designated Representative (paragraph 6.02.A):

Marc Horstman

Title: Project Manager

Phone Number: 919) 782-0495

Facsimile Number: (919) 782-9672

E-Mail Address: mhorstman@wkdickson.com

This is **EXHIBIT A**, consisting of [14] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

Barberry Woods Concept Design Development

The project scope detailed below includes an overall summary of the proposed concept plan development and design for the following project:

This Project's purpose is to reduce flooding in the Barberry Woods, The Cottages at John's Island communities and immediately upstream of Sailfish Road utilizing stormwater engineering and bioengineering practices while minimizing downstream impacts (water volume and water quality) while following the intent of recommendations from the Dutch Dialogues applicable to John's Island. Proposed flood mitigation solutions and designs are to consider creating additional watershed storage, creating a stabilized stream realignment, increase wetlands for flood storage and improve overall infiltration through bio infiltration practices.

This scope covers the aspects required for conceptual planning and design, including project administration, site survey, environmental site research, grant and permit research, soil investigations, H&H and groundwater modeling development and updates, concept design layout, 25% plan production, public meetings, 30% plan production and coordination with the City's Development Review Committee.

The Engineer's scope of services shall include the following:

1.0 PROJECT ADMINISTRATION

The Engineer will administer the project in a manner so as to be responsive to the needs and schedule of the Owner, assure the quality of the product, and coordinate with permitting and political agencies. The following project administration efforts will include but not be limited to the following items:

1.1 Project Formulation and Quality Control Project Plan

The Engineer shall develop a Quality Control Project Plan (QAPP) that includes the essential elements needed to ensure a successful project. The QAPP shall be developed to meet the requirements of target grant and funding sources identified as part of Task 8.0. As part of this effort, we will take into account the City's and various subconsultants' schedules, as well as budget, and grant requirements, and will work to avoid duplication of work previously completed to provide cost efficiency and expedition of the schedule. This task will also include project planning and formulation that will establish the management process to ensure the quality control program throughout the life of the project

At a minimum, the following elements will be used as the framework of our project approach and workplan:

- Project Description;
- Roles and Responsibilities of prime firm and subconsultants;
- Project Work Flow and Communications Plan;
- Quality Assurance / Quality Control;
- Technical Approach;
- Assumptions and Methodologies;
- Schedule of Performance with milestone and deliverable dates;
- Technical and Design Standards;
- Coordination with adjacent projects;
- Previously completed survey and mapping efforts;
- Available Utility GIS data sets;
- City of Charleston Stormwater Regulations;
- Flood Mitigation;
- Green Infrastructure Practices; and
- Relevant FEMA flood studies for the project area.

1.2 Project Billing Administration

The Engineer shall oversee the project team relative to ensuring budget, schedule and conformance to the project scope on a day-to-day basis. The Engineer shall also provide a minimum of two project contacts for the Owner so that at any time someone familiar with the project can be available to the Owner if questions, comments, concerns, or other project needs arise.

Also, the Engineer shall maintain a cost accounting system throughout the life of the project and will maintain a project filing system throughout the life of the project to use for storage and retrieval of project documents. Project Management is anticipated to occur on an ongoing basis throughout the entire project.

This task also includes update the project schedule (formally) if during the life of the project a substantial deviation in the schedule occurs for any reason, where additional monthly management fees shall be renegotiated if the schedule is substantially extended due to the City holding up delivery of scoped work or scope of work expansion. All other minor schedule updates will occur in the monthly project reporting.

All project final deliverables will be certified (signed, sealed and dated) by a professional engineer and/or surveyor and/or landscape architect registered in the state of South Carolina. Engineer will participate in project closeout and ensure it is completed on a timely basis.

The Engineer shall prepare and submit via email a monthly progress report to update the project schedule, list milestones achieved, provide current status of each major task, support and document schedule changes, update product costs and justify any proposed changes to the schedule or budgets. Monthly progress reports are due at the end of each month and shall approximately coincide with monthly project invoicing.

1.3 Project-Kickoff Meeting

The Engineer shall participate in a project kick-off meeting with the City and invited stakeholders. The kick-off meeting will include an in-office session and a field trip with City personnel and invited stakeholders.

1.4 Monthly Status Meetings

The Engineer shall meet with the Owner's Project Team as appropriate throughout the life of the project via conference call or be available to answer project related questions on a regular basis via phone calls and email. It is assumed that the Engineer will attend **five (5)** monthly progress meetings in Charleston, SC.

2.0 FIELD SURVEYS

2.1 Detailed Design Survey

The Engineer shall perform a survey of the drainage system and surrounding area (as shown in Exhibit 1) and utilize the City's existing survey.

All surveying shall be in accordance with current South Carolina state surveying standards. The work shall be conducted using conventional, GPS, or other accepted land surveying methods. Local benchmark(s) as established by the National Geodetic Survey shall be used to establish horizontal and vertical control within the project limits. Horizontal and Vertical datum shall be NAD 83 (2011 adjustment) and NAVD 88. The mapping is to be drawn and scaled to ground coordinates and tied to SCSPC.

The Engineer shall be responsible for identifying all field survey data necessary to complete the Preliminary Design Phase of the Project. The detailed survey shall include sufficient data within the agreed limits of the existing drainage system area as described above and labeled to:

a. Model the existing systems;
b. Propose and analyze alternatives;
c. Produce base mapping for final design plans;
d. Produce easement exhibits and plats;
e. Produce a digital topographic map with contours at a minimum of 1' intervals; and

The survey shall include the following:

- Elevations at all inverts and other dimensions of any significant hydraulic restriction or system element including culverts, bridges, pedestrian bridges, aerial utility lines, and low water crossings;
- Location, height, and profiles of all elements, such as guardrail or handrail, adequate to perform overtopping analysis on all significant hydraulic elements;
- Channel/floodplain information including centerline, low point (thalweg), toe and top of bank elevation, any major change in slope of bank at locations (minimum every 50 feet) such that an accurate channel/floodplain plan view and profile can be generated (all major changes in slope, cross-section, and direction of the channel/floodplain must be captured). Each channel cross-section shall have at least five points within and inclusive of the channel banks and shall have a minimum of two points outside the channel banks on each side of the channel;
- Elevations along the road centerlines, edge of pavement, and curb lines (left and right) adequate to produce profiles suitable for accurate modeling and design;
- Locations of storm drainpipes and drainage structures including sizes, shapes, material, invert elevations, and rim/grate elevations;
- Locations of sanitary sewer pipes and sewer structures including sizes, materials, invert elevations, and rim elevations, including the next upstream or downstream manholes;

- Horizontal locations and sizes of all underground and overhead utilities (water, sewer, gas, electric, telephone, cable, fiber optic, etc.) that may impact the planning and preliminary design analysis including: poles, lines, boxes, etc. as marked by One Call;
- Include corners of all buildings, first floor location and elevations, all vent opening locations and elevations, HVAC unit location and elevations, all crawl space door locations and elevations, and spot elevations and locations of the lowest adjacent grade to the permanent structure for all buildings that may be flooded and/or may be impacted by proposed improvements. Note whether the structure has a crawl space or a slab foundation. Estimated 84 houses
- Locations of other physical features that may be affected by construction of possible alternatives including driveways (type), fences (type), walls, signs, planters, sheds, rock outcroppings, etc.. For sheds, note whether the structure is a permanent structure and if it has electricity;
- Locations of all trees greater than, or equal to, 8" diameter (labeled with size and variety), ornamental trees of any size, any landscaped areas and/or any forested areas/tree lines within the projected work area, the Engineer shall tag all trees to be located and note species and diameter prior to the surveyors field work;
- Locations of property irons to the extent necessary for purposes of overlaying and verifying legal descriptions and plats; and being able to prepare easements future easement plats.
- Description, book, and page number of the official registry of all properties affected by the Project, including current property owner name(s), tax parcel identification number, street address, existing property acquisitions, rights-of-way, and existing recorded easements associated with the Project from the Register of Deeds. Results of deed research will be provided to the City as part of the survey submittal.
- Topographic Survey shall be mapped using 1' contours.

The Engineer shall submit draft hard copy survey drawings at a 1" = 20' scale (as an amendment to the current base files if applicable) and an electronic copy of the survey drawing to the City for review and comment. This additional survey shall be merged with any existing base survey. The Engineer shall address City comments and provide the final survey data to the City in an electronic format and a reproducible copy. The electronic form shall be compatible with AutoCAD Civil 3D and shall include the digital drawing files, digital terrain model, and the points ASCII file.

A Professional Land Surveyor shall seal the reproducible copy and certify that it is a Class A survey. The drawing shall include all surveyed information, including control points. Information shall be distinguished by an adequate number of layers in accordance with the City's standard layers and symbols.

2.2 Field Survey Project Administration

Prior to acceptance and use of the survey, the Engineer shall perform a field review of the survey to verify that it is complete, accurate, and meets the requirements of the Project scope. Engineer will manage this phase and the survey coordination in a manner so as to be responsive to the needs and schedule of the City and the Engineer and assure the quality of the product.

3.0 ENVIRONMENTAL SITE RESEARCH

3.1 Environmental Site Research and Summary Report

The Engineer will acquire and review an Environmental Database Report (EDR) report on property history and proximity to known environmental contamination. Findings will be summarized in a short memorandum and will be provided to the City for project documentation.

3.2 Wetland Determination Field Work

The Engineer will perform a wetland delineation of the study area. This will include flagging wetland limits based on soils, vegetation and surface hydrologic indicators. Areas identified as wetlands and waters of the U.S. (WOTUS) and of the state will be flagged and numbered in accordance with procedures outlined in the 1987 "US Army Corps of Engineers Manual" and the Atlantic Gulf Coastal Plain Regional Supplement Guidelines. Survey of the delineation to be performed in Task 2.0. Documentation supporting the wetland delineation will be submitted to the USACE Charleston District with an application for Preliminary Jurisdictional Determination as part of the next project phase

In addition to the wetland determination, these other biological and ecological parameters will be measured during the field investigation:

- Critical Habitat – Based on observed conditions, the Engineer will identify habitat we consider critical to supporting unique flora or fauna.

- Vegetation Characterization – Based on observed conditions, the Engineer will identify and record vegetation species and compositions.

- Surface Flow Pattern Characterization – Based on observed conditions, the Engineer will note and map surface flow patterns in the landscape.

A Natural Resources Inventory Report will document characterization of plant communities, potential presence of endangered species, invasive species, soils, and habitats (including wetlands and waters) within the study area. This report will be utilized throughout subsequent phases of the project to inform the design for optimal project outcomes, possible NEPA compliance, mitigation and funding opportunities. The Natural Resources Inventory Report will include an assessment of Clean Water Act permitting, possible NEPA requirements and other regulatory processes potentially relevant to the project and may also support future grant funding pursuits.

3.3 Preliminary Mitigation Bank Investigation

The Engineer will provide a preliminary mitigation bank investigation. This investigation will include the following:

- A site reconnaissance and analysis of habitat mapping data to determine the type(s) of wetland and stream habitat that might be improved by this project.
- Qualitative estimates of functional lift and associated potential mitigation credits that might be provided by the project
- Market research: RIBITS database queries and contacts with network to assess credit supply and demand and pricing. It is noted that the mitigation world is very dynamic and a market glut of a

particular credit type can become a credit supply shortage almost overnight; this evaluation will only take a snapshot of the current supply/demand at the time of the investigation.

- Analyze planning documents to evaluate potential for a City-owned umbrella bank to be supported by projects that emerge from implementation of Dutch Dialogues driven approach to greater Charleston.
- Prepare brief document outlining methods and limitations, key findings, alternatives and recommendations and potential courses of action related to recommended alternatives. This is not intended to be a formal analysis but rather a brief analysis.

3.4 NEPA

The Engineer will evaluate the specific NEPA level of review and determine if the project requires a Categorical Exclusion (Cat-ex), an Environmental Assessment (EA) or an Environmental Impact Statement (EIS) for potential federal grant funding. The level of NEPA review will be determined by projected impacts to water resources identified during the wetlands delineation phase and other potential impacts considered from the Natural Resources Inventory Report. Once the project team has determined the specific NEPA requirements based on potential impacts, a cost estimate and schedule for completion will be provided to the client.

3.5 Tree Survey

The Engineer shall identify and tag all grand trees over 24" dbh or over, per the City's Tree Ordinance requirements. Tree species, size and relative condition will be noted per the respective tag for each tree. Survey of tagged tress to be performed during the topographic survey effort.

4.0 Grant/Permit Approach Plans

4.1 Grant/Funding Approach Plan

The Engineer will begin to develop a list of potential funding options for the Barberry Woods project. We will work with the City to also compile a list of known funding targets being pursued by the City for other water-related projects. This is to ensure that competing applications are not proposed simultaneously to the same funding agencies.

Once the list of potential funding options is complete, it will be used in concert with the 30% Design Plans to align project components with the most advantageous funding source(s) and provide target project budget milestones associated with Task 8.0. This will result in an Initial Funding Plan that will outline the following at a minimum:

- Funding Source
- Project Element(s) to be Funded
- Application Deadline / Anticipated Award Date
- Match Requirement
- Maximum Award
- Grant Period (Time to Complete Project)
- Partners to be Included for Competitiveness
- Post-Project Requirements (i.e. reporting, monitoring, etc.)
- Other Specific Requirements / Elements for Application
- Opportunities for Funding for Subsequent Phases / Project Elements
- Provide summary of funds the City can reasonably anticipate

This Initial Funding Plan will be updated and refined throughout design development for the project such that the City can decide on funding options to pursue as early in the project as possible and begin completing those applications to take advantage of the earliest possible funding cycles for each source.

4.2 NFWF Grant Application QC

The Engineer shall provide recommended edits, additions and a through QA/QC on the NFWF grant application that is being prepared by the City. The City will be responsible for preparing and submitting the final NFWF grant application.

4.3 Permit Approach Plan

The project team will develop an initial plan to identify all potential regulatory processes and programs relevant to the project. At a minimum, permitting requirements are expected to include 404/401 Clean Water Act permits from the USACE and SCDHEC, Stormwater Pollution Prevention Plan (SWPPP) and FEMA floodplain mapping permits.

Upon completion of the wetland delineation, habitat mapping, tree survey and other natural resource investigations, the project team will develop a matrix of Federal, state and local permitting programs to include key submittals, anticipated processing timelines, fees and other summary information. This regulatory compliance matrix and supporting narrative will be included as a supplement to the final Natural Resources Inventory Report.

5.0 Soils Evaluation

5.1 Soil Sample and Evaluation

The Engineer shall obtain soil samples using hand-auger equipment at a depth of approximately 3 feet below the ground surface for 15 different test holes. This effort includes:

- Perform borehole infiltration testing at a depth between 1 foot and 3 feet at each test location in general accordance with ASTM D6391.
- Perform soil pH laboratory testing in accordance with ASTM D4972.
- Perform soil organic matter testing in accordance with ASTM D2974.
- Perform soil grain/particle size distribution laboratory testing (including hydrometer) in
- accordance with ASTM D422.
- Perform soil cation exchange capacity (CEC) laboratory testing.
- Perform soil nitrate nitrogen content laboratory testing.
- Perform soil phosphorus content laboratory testing.

It is noted that the CEC, nitrogen, and phosphorus testing will be performed in accordance with the procedures described in *Soil Test Methods for the Southern Region of the United States (Isaac, R. A. (ed.)) Southern Cooperative Series Bulletin 289, September 1983* and *Soil and Media Diagnostic Procedures for the Southern Region of the United States (S. J. Donohue) Southern Cooperative Series Bulletin No. 374, August 1992.*

A report will be produced that will summarizes these test results and will be reviewed and approved by a SC Professional Engineer.

5.2 Soil Samples Project Administration

Prior to acceptance and use of the soil sample results, the Engineer shall perform a review of the soil survey report to verify that it is complete, accurate, and meets the requirements of the Project scope. Engineer will manage this phase and the soil survey coordination in a manner so as to be responsive to the needs and schedule of the City and the Engineer and assure the quality of the product.

6.0 Property Acquisition Research

6.1 Property Acquisition Research and Plan

The Engineer will research the current property owners, land values and relevant site constraints that would impact property or easement acquisition. A plan will be developed for each property that will identify potential property/easements, property/easement costs and required documents for property/easement acquisitions. This plan will be shared with the City in an effort to develop anticipated easement and property acquisition costs.

6.2 Title Search Effort

The Engineer will subcontract to a qualified local Attorney to perform a title search for the following five (5) properties:

- Parcel ID: 3805; Pin 3120-00-0084;
- Parcel ID: 1750; Pin 3120-00-0103;
- Parcel ID: 2261; Pin 3120-00-0254;
- Parcel ID: 2262; Pin 3120-00-0104; and
- Parcel ID: 2262; Pin 3120-00-0105;

7.0 Existing Conditions Modeling Update

7.1 Update EC SWMM Model with Survey Data

The ENGINEER will update the Existing Conditions SWMM model to incorporate the updated Digital Terrain Model (DTM) that will be created from the revised survey effort. This DTM will be revised for the area of the proposed design alignment and will include any significant hydraulic obstructions that have been identified during the survey effort. Also included in this effort are updates to existing pipe inverts, sizes, slopes, surface roughness calculations, hydraulic outlet structures elevations and overland drainage patterns.

Once the EC SWMM model has been updated with the survey information, a comparison report will be developed that will detail the differences in output data resulting from this update. Any significant differences in output data will be shared with the City prior to the model validation effort.

7.2 Validate EC SWMM Model with HWM Data

The ENGINEER will review and evaluate the provided High Water Mark (HWM) data that has been previously collected with corresponding rainfall data from adjacent rain gauges and appropriate NEXRAD Level-III radar products to evaluate the Existing Conditions SWMM model's accuracy.

In addition to evaluating existing conditions data with previous HWM information, it is also assumed that the ENGINEER will conduct up to three (3) site visits during high intensity storm events to obtain HWM information during the course of this contract. This effort will include travel to the site, obtaining pictures or measurements during the storm event, travel from the site and recording these measurements with comparison to the NOAA measured rainfall intensity.

Once the EC SWMM model results have been compared to measured HWM for the specified storm events, the following calibration steps can be implemented to increase the model's output accuracy:

- Manipulation of a sub-basin Time of Concentration calculation to match the recorded rainfall intensity peak with the measured flow peak;
- Revision of the SCS curve numbers that contribute to runoff volume calculations;
- Modification of SWMM dependent hydrological parameters, including pervious area depression depths, pervious area manning's roughness and impervious area depressional depth, all of which contribute to a sub-basin's runoff flow calculations.

Several methodologies will be utilized to describe the revised model's calibration efficiency:

- Percent Difference Comparison: A common evaluation tool to determine how well a model's calculated result corresponds to a measured value is to calculate the percent difference between these values. This comparison provides a rough estimation of model accuracy; however, this comparison value is significantly influenced by the accuracy of the installed flow gauge. Generally, a percent difference ranging between 30% to 5% is considered to be acceptable for hydraulic model descriptions, depending on the gauging station precision.
- Statistical Regression Models: It is assumed that a basic statistical regression model comparing the field measured data to the calibrated model's output. A statistical regression model will determine the coefficient of determination (R^2), which reveals how well a straight line predicts the data. If the statistical model fits the measured data, then a R^2 of 0.8 to 0.99 was found to be acceptable for hydraulic model descriptions.
- Nash-Sutcliff Efficiency: For accurate descriptions of calibrated models, there is a desire to describe how well a straight line predicts measured data, but also how well this predictive line fits a 1:1 relation between measured data and model output. Nash and Sutcliff (1970) proposed a statistic, (NSE, Nash-Sutcliff Efficiency), that not only describes how well a straight line predicts data, but also how well that line fits a 1:1 relationship. An NSE range of 0.5 – 1.0 was found to be acceptable for hydraulic model descriptions (Moriasi et al., 2007, Nash and Sutcliff, 1970).

References:

- Nash, J. E., & Sutcliffe, J. V. (1970). River flow forecasting through conceptual models: Part 1. A discussion of principles. *J. Hydrol.*, 10(3), 282 – 290.
- Moriasi, D.N., Arnold, J. G., Van Liew, M. W., Bingner, R. L., Harmel, R. D., & Veith, T. L. (2007). Model evaluation guidelines for systematic quantification of accuracy in watershed simulations. *Transactions of the ASABE*, 50(3), 885-900.

7.3 Existing Conditions Groundwater Modeling

The Engineer develop a groundwater model of the site to evaluate how proposed drainage improvements will impact the hydrogeologic system. HydroGeologic Inc.'s MODFLOW SURFACT code will be used within MODFLOW Flex software to create a numerical groundwater model of the site. The model can be designed to be two-dimensional or three-dimensional, depending on site-specific conditions and available data. The accuracy of the groundwater model will be largely dependent on the adequacy of data inputs. The model will be calibrated to existing site conditions based on groundwater level and/or stream discharge data, assuming that this data is available.

7.4 Provide and Install Groundwater Monitoring Equipment

The Engineer will identify, provide and install up to 6 shallow groundwater wells, or piezometers. The Engineer shall provide the installation and product specifications to the City prior to installing the piezometers with installation sheets. Monitoring of the piezometers will occur through April 2021.

7.5 Combining Overland and Groundwater models to create final EC Model

This effort consists of combining the results between the validated EC SWMM model and the EC groundwater model into a combined mode that emulate the existing conditions surface/subsurface interface relationship. This combined model will provide the existing conditions basis that will be the base comparison for the proposed models. It is noted that this combined model will created for the 2-, 10-, 25-, 50-, and 100-year 6 hour and 24 hour storm events using the City's Type III rainfall distribution guidelines as described in their updated Stormwater Manual.

8.0 Proposed Plan and Model

8.1 Concept Plan Development

The Engineer will prepare a Concept Plan informed by the surveyed topography, information gleaned from environmental site research, revised EC model output and property acquisition data. The Concept Plan will graphically illustrate at approximate scale and dimensions, design features to convey, store and release stormwater runoff including natural channels, floodplain wetlands, water control structures; culvert upgrades, vegetation management/planting and habitat enhancement. Conceptual Plans shall be developed in coordination with the City budgets and Task 4 of this scope. The Engineer shall be responsible for developing scalable Conceptual Plans as awarded funding amounts and updated budgets are received. Potential property easements/acquisition, utility conflicts and construction easements will be shown along with sketch details of the prominent design features. Also included within this analysis will be an alternative baseline scenario where purchasing of homes and properties to reestablish the existing creek will be evaluated on a cost basis to determine the "strategic retreat" scenario. The Engineer assumes one submittal of the Concept Plan. Proposed revisions to the Concept Plan will be noted and incorporated into the 25% Design Plan Production.

8.2 Proposed H&H and Groundwater Model

The proposed Existing Conditions H&H and groundwater model will be updated to reflect the concept plan development, including changes to the topographic DTM resulting from the proposed natural channels, floodplain wetlands, water control structures and potential culvert upgrades. Also, changes to the land use resulting from the vegetation management/planting and habitat enhancement will be included. Additionally, consideration of changing climate conditions and projections of sea level rise will be included as part of the proposed model and evaluations to ensure long term impacts of climate change are considered with conjunction of the Dutch Dialogues approach.

Once the H&H SWMM is updated, then the respective groundwater model will be revised to account for the new surface flow patterns. A combined proposed conditions model will be created that will match the proposed improvements shown in the 25% design plans.

8.3 25% Design Plan Production

The task includes preliminary design plan and profile sheets at a 25% level that will allow for further development and refinement of the design and subsequent review by City.

The Engineer shall submit two (2) full-size sets of the construction plans to the City's Project Manager for review and approval. The submittal shall also include a digital copy of the construction plan drawings in PDF format. The City' Project Manager will return to the Engineer all pertinent comments.

The plan and profile sheets must be at an appropriate level of completeness to accurately identify at a minimum:

- Proposed stormwater and stream channel alignments;
- Profiles stormwater profile with cover and conflicts shown;
- Potential utility conflicts;
- Constructability concerns and limitations;
- Potential custom structures or required culvert replacements;
- Anticipated easement limits and affected properties;
- Potential water and sewer relocations required;
- Potential private utility conflicts (i.e. large fiber optic duct banks);
- Potential key stake holders;
- Potential traffic control concerns (major detours, dead end road access etc.);
- Any proposed items that may exceed the typical cost expectations;
- Any other concerns which may affect the remainder of planning and construction (wetlands, stream impacts, graveyards, railroads etc.);
- Design support in refining the placement, dimensions and grading for the natural stream channel, floodplain wetlands, water control structures, habitat enhancement features and vegetation management/planting;
- Guidance on erosion and sediment control measures, soil salvaging and stockpiling, and construction staging; and
- Design details for natural stream channel, floodplain wetlands, water control structures, habitat enhancement features and vegetation management (invasive species mgmt./tree protection) and revegetation design.

A budget cost analysis to an AACE Class 2 Accuracy will be computed using recent bid tab information from similar projects and input on the local bid climate from City staff. Budget costs for drainage improvements will include, at a minimum, installation of the following elements: channel restoration and stabilization material, storm drainage improvements, grading, necessary street improvements, water and sewer utility relocations, erosion and sediment control measures, traffic control measures, miscellaneous items (e.g. fencing, walls, etc.), and property/easement and right of way acquisition estimates. The budgeted cost analysis will contain overall costs that incorporates future maintenance costs and construction costs accounting for inflation.

The Engineer will prepare 25% preliminary design plans for the project based on the conceptual layout provided within the concept plan development. The presented alignment and proposed pipe sizes will be utilized and further refined to develop the preliminary plans. The Engineer will prepare plans at 1'' = 20' scale horizontal, and 1" =4' vertical.

8.4 Preliminary Engineering Report

A draft preliminary engineering report will be created that will identify and discuss the following project items:

a. The delineation and classification of any existing wetlands;
b. The location and type of any identified SHPO sites;
c. The location of potentially contaminated sites;
d. The geomorphology of the existing stream system;
e. The project hydrologic and hydraulic calculations supporting the project design;
f. Engineer's Opinion of Probable Cost, and
g. Engineer's Opinion of Probable Cost vs Project Budget Analysis.

A final, sealed Preliminary Engineering Report will be submitted to the City after subsequent review/approval of the draft report; one digital copy will be provided to the City as the final deliverable. This Preliminary Engineering Report will be signed and sealed by a Licensed SC Professional Engineer.

9.0 25% Public Outreach

9.1 Public Outreach Service (HOA and General Public)

After the 25% Submittal and at the direction of the City's Project Manager, the Engineer shall arrange for a coordination meeting with the Homeowner's Associate of the "Barberry Woods" and the "The Cottages at John's Island" neighborhood, and the general public, to present the design of the recommended improvements. Information gathered at this coordination meeting shall be incorporated into the Preliminary Design Plans and supporting documents, if appropriate, after discussions with the City's Project Manager. Under the direction of the City's Project Manager, the Engineer shall:

a. Arrange this coordination meeting (including facility reservation and facility setup);
b. Prepare/update up to six (6) unique landscape architect exhibits and/or renderings to appropriate scale as approved by the City Project Manager including, but not limited to, streets, buildings, tree lines, drainage system, proposed drainage improvements, proposed ecological enhancement structures and flooding limits at appropriate locations.
c. Participate and conduct one public meeting to present the storm drainage improvements including the following:
    i. Solicit input from citizens;
    ii. Answer technical questions from citizens; and
    iii. Prepare and record all discussions for meeting minutes and submit them to the City's Project Manager within five (5) days of the meeting.

9.2 Public Outreach (General)

The engineer will develop and maintain an ArcGIS StoryMap to facilitate project tracking and public communication. In keeping with the current StoryMaps being utilized for other Capital Projects, the engineer will utilize base mapping GIS data services hosted by the City for layers including:

- Municipal boundaries
- Transportation routes
- Planimetrics
- Existing utilities
- Hydrology and wetland boundaries
- Aerial imagery

The Engineer will update and maintain the ArcGIS StoryMap as project milestones are achieved. Information will be added to the StoryMap to explain the project objectives and approach and to communicate project schedule and possible impacts to service. The Engineer will add data layers to be

developed during the project such as project boundaries, updated utility locations, photographs, and analysis results. Data layers that are in progress during the project will be hosted by Engineer in a secured ArcGIS Online account. Upon completion of the project, the data developed for the ArcGIS StoryMap will be transferred to the City's ArcGIS Online account for continued hosting.

10.0 30% Plan Production Effort

10.1 Creating the 30% Plan Production

The 30% plan set will document the preliminary design as shown within the 25% plan set in addition to incorporation of comments and suggestions that were provided during the Public Outreach effort. It is expected that any changes to the proposed grading, wetland and stream centerline locations will be minor and not require revisions to the H&H and groundwater model and the Preliminary Engineering Report, as those items are expected to be updated during the final design process. The 30% plan production effort will also include preparation of the plan set for the City's Development Review Committee submittal process.

10.2 DRC review and comments

The Engineer shall submit the 30% plan set to the City's Development Review Committee for review. The submittal process shall follow the "Design Review Committee Process and Procedures" as described on the City's website, which includes the application form, six half-size plans and the landscape architectural renderings used for the Public Outreach effort. This effort will cover the first round of the DRC submittal, subsequent rounds as necessary, and will incorporate comments received into an update 30% plan.

11.0 General Consulting

11.1 General Consulting

The Engineer will provide General Consulting services for the City related to running simulations on the Barberry Woods model to provide information related to flooding risk and model output evaluation. This task is setup to cover the time and material costs incurred by the Engineer to perform these General Consulting services for the City. The time and material costs will be billed out at the hourly rates as attached to this scope.

12.0 Reimbursables

Reimbursables shall include software costs for reproduction costs for plans, specifications, exhibits, color exhibits, general correspondence, etc.; postage and courier fees; travel, meals, and lodging; and other miscellaneous expenses.

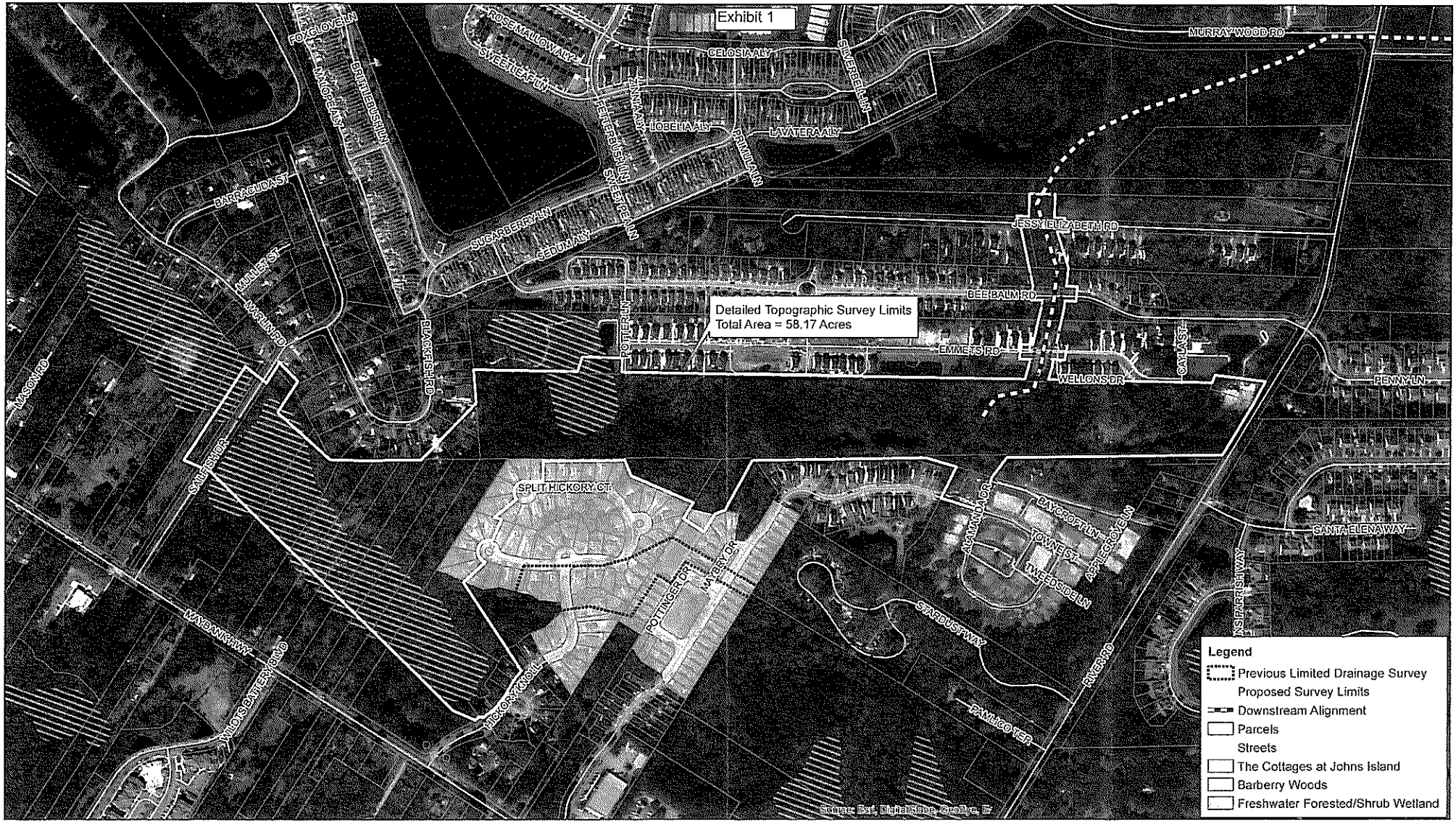
ENGINEER shall use a web based EPMS for the duration of the construction contract. Contractors will be required to interface and provide relevant project information utilizing the EPMS. In general, the EPMS will receive input, provide viewing and printing of various documents (which may include drawings and technical information) and be a central repository for information to all project team members. Authorized OWNER staff will be able to access the site at any time to review, upload, or download documents.

The EPMS will be designed to inform team members regarding new or updated documents. The following items shall be entered and tracked online:

A. Project Schedules
B. Permit Submittals
C. Meeting Minutes
D. Contract Amendments
E. Invoices

F. Public Outreach
G. Grant Funding

Email is expected to be one of the primary communication tools between project team members who upload information to EPMS. In an effort to protect proprietary information and prohibit unauthorized use or modifications, levels of access security will be assigned by the ENGINEER in coordination with the OWNER and the Contractor. The web site will be active during the construction of the project. All files on the web site will be archived at the end of the project. A digital copy of the archive will be provided to the OWNER for their records and use.



0 200 400 800 Feet

1 inch = 400 feet

Barberry Woods Drainage Project
Proposed Survey Limits

WK DICKSON
community infrastructure consultants

This is **EXHIBIT B**, consisting of [3] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of [2] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A total amount of $ 498,070.00 based on the following estimated distribution of compensation:

Task Number	Task Description	Basis of Compensation	Fee Amount
1.0	Project Administration	LS	$43,045.00
2.0	Field Surveys	LS	$98,840.00
3.0	Environmental Site Research	LS	$62,690.00
4.0	Grant/Permit Approach Plans	LS	$8,555.50
5.0	Soils Evaluation	LS	$22,883.50
6.0	Property Acquisition Research	LS	$6,830.00
7.0	Existing Conditions Modeling Update	LS	$55,998.70
8.0	Proposed Plan and Model	LS	$114,649.30
9.0	25% Public Outreach	LS	$22,127.20
10.0	30% Plan Production Effort	LS	$34,552.00
11.0	General Consulting	T&M	$17,098.80
12.0	Project Reimbursables	LS	$10,800.00
	Total		$498,070.00

1. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total amount unless approved in writing by the Owner.

2. The Lump Sum includes compensation for Engineer's services and services of Engineer's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **$10,800**

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

This is **Appendix 1 to EXHIBIT C**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Standard Hourly Rates Schedule

B. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

C. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

W.K. DICKSON & CO., INC.
2020 RATE SCHEDULE

LABOR	2020
Principal	$220.00/hr.
Senior Consultant	$198.00/hr.
Senior Project Manager	$190.00/hr.
Senior Technical Manager	$190.00/hr.
Project Manager	$170.00/hr.
Technical Manager	$170.00/hr.
Senior Project Engineer	$160.00/hr.
Project Engineer	$150.00/hr.
Senior Scientist	$138.00/hr.
Scientist	$128.00/hr.
Landscape Architect	$175.00/hr.
Staff Landscape Architect	$140.00/hr.
Senior Planner	$167.00/hr.
Planner	$130.00/hr.
Senior Civil Designer	$135.00/hr.
Civil Designer	$125.00/hr.
Senior GIS Analyst	$140.00/hr.
GIS Analyst	$115.00/hr.
GIS Technician	$100.00/hr.

Senior Construction Observer	$125.00/hr.
Construction Observer	$100.00/hr.
Project Administrator	$75.00/hr.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between OWNER and ENGINEER for Professional Services** dated _____, _____.

Initial:
OWNER _____
ENGINEER SS

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 *Insurance*

Contractors working for the City of Charleston are required to procure and maintain for the duration of their contract with the City insurance against claims for injuries to persons or damages to property which may arise from or in connection with work performed by the Contractor, his agents, representatives, employees or Subcontractors. The cost of such insurance shall be the responsibility of the Contractor.

A. The Contractor shall carry liability insurance with a reliable company licensed to do business in South Carolina. Coverage shall be at least broad as:

   1. Insurance Services Office Commercial General Liability Coverage Form ("occurrence") CG 00 01 10 93.

   2. Insurance Services Office Business Auto Coverage Form CA 00 01 6 92 covering automobile liability, code 1 "any auto".

B. Contractor shall carry workers' compensation as required by the State of South Carolina and Employers Liability insurance (including applicable occupation disease provisions and all state endorsements.)

C. Contractor shall maintain limits no less than the following:

   1. **GENERAL LIABILITY**: $1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit.

   2. **AUTOMOBILE LIABILITY**: $1,000,000 combined single limit per accident for bodily injury and property damage.

   3. **WORKERS' COMPENSATION**: Statutory limits are required by South Carolina state law, and employer's liability limits of $100,000 per accident.

   4. **PROFESSIONAL LIABILITY**: $1,000,000 per claim/$1,000,000 aggregate limit, with a deductible of $250,000.

      Contractor shall obtain and maintain a professional liability insurance policy covering the performance of the professional services specified in this agreement. Evidence of such insurance shall be satisfactory in form and content to the owner, the City. This coverage shall be maintained through the duration of this project and for a minimum of 1 year after substantial completion of the project as determined by the City.

      The Contractor and any of its subcontractors will cause the professional liability insurance required in this paragraph C.4:

      (a) to be excess insurance over any project professional liability policy, and
      (b) to be primary insurance in the event the project insurance described in Paragraph E is canceled or not maintained, in the event the policy's limits of liability are exhausted, or if the policy expires.

D. Required policies are to contain, or be endorsed to contain, the following provisions:

   1. General Liability and Automobile Liability Coverages

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of the Contractors; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Charleston, its officials, employees or volunteers. To accomplish this objective, the City of Charleston shall be named as an additional insured under the Contractor's general liability policy by attaching Insurance Services Office Commercial General Liability Endorsement CG2010 10 93 (Additional Insured - Owners, Lessees or Contractors - Form B) or its equivalent. Contractors' insurance coverage shall be primary insurance as respects the City of Charleston, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Charleston, its officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not be required to contribute. To accomplish this objective, the following wording should be incorporated in the previously referenced additional insured endorsement.

Other Insurance: This insurance is primary, and our obligations are not affected by any other insurance carried by the additional insured whether primary, excess, contingent or on any other basis.

Any failure to comply with reporting provisions of the Contractor's policies shall not affect coverage provided to the City of Charleston, its officials, employees or volunteers.

2. Workers' Compensation

The Contractor shall agree to waive all rights of subrogation against the City of Charleston, its officials, employees and volunteers for losses arising from work performed by the Contractor for the City of Charleston.

E. Any deductibles or self-insured retentions shall be the responsibility of the Contractor.

F. Each insured policy required by the City of Charleston shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, except after thirty (30) days prior written notice has been given to the City of Charleston.

G. All coverages for Subcontractors shall be subject to all the requirements stated herein.

H. Insurance must be placed with an approved insurance company with current Best's rating of A+, A, or A-. Exceptions to this requirement must be approved in writing by the Department of Risk Management.

I. Contractor shall furnish the City of Charleston with Certificates of Insurance noting the endorsements. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City of Charleston, Procurement Division, before work commences. The City of Charleston reserves the right to require complete, certified copies of all required insurance policies, at any time.

Required certificates should be mailed to:

City of Charleston
Procurement Division
75 Calhoun Street, Ste. 3500
Charleston, SC 29401

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2020

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
Insurance Management Consultants, Inc.
P.O. Box 2490
Davidson NC 28036

CONTACT NAME: Rebekah Rosko
PHONE (A/C, No, Ext): (704) 799-1600 FAX (A/C, No): (704) 799-2955
E-MAIL ADDRESS: cert@imcipls.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	The Travelers Indemnity Company	25658
INSURER B :	The Phoenix Insurance Company	25623
INSURER C :	Travelers Property Casualty Co. of America	25674
INSURER D :	The Charter Oak Fire Insurance Co	25615
INSURER E :	Continental Casualty Company	20443
INSURER F :		

INSURED
W. K. Dickson & Co., Inc.
1213 W. Morehead St
Charlotte NC 28208

COVERAGES **CERTIFICATE NUMBER:** 9/18/19-9/18/20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6302L805318IND19	09/18/2019	09/18/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	8105N4977441943G	09/18/2019	09/18/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Medical payments	$ 5,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP2L8690621943	09/18/2019	09/18/2020	EACH OCCURRENCE	$ 6,000,000
							AGGREGATE	$ 6,000,000
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB2L8621651943G	09/18/2019	09/18/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
E	Professional Liability			AEH008226161	05/22/2019	09/18/2020	Per Claim	$1,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Charleston, its officials, employees and volunteers are to be covered as additional insureds as respects if required by an insured written contract, executed prior to any loss, are included as an Additional Insured on a primary and non-contributory basis under the above mentioned General and Auto Liability Policies subject to all policy terms and conditions. If required by an insured written contract, executed prior to any loss, a Waiver of Subrogation is provided for the above mentioned General, Auto, and Workers Compensation Policies. Policies provide thirty (30) day notice of cancellation, other than ten (10) days for non-payment of premium.

CERTIFICATE HOLDER

City of Charleston Procurement Division
75 Calhoun Street, Ste. 3500
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

Jeffrey Todd

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the perfomance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**

F. **HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE – GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**

I. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITYCOVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft– 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-2L862165-19-43-G

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

City of Charleston, South Carolina

BUSINESS LICENSE

2020

A LICENSE IS HEREBY GRANTED TO:

W.K. Dickson & Co. Inc.
DBA: W.K. Dickson & Co. Inc.
162 SEVEN FARMS DR
CHARLESTON, SC 29492

DATE OF ISSUE		
MO	DAY	YEAR
2	4	2020

----- CLASS -----
5 - 541330

LICENSE #	53235

THIS LICENSE IS ISSUED ON THE PETITION OF THE APPLICANT, WHO ASSUMES ALL RESPONSIBILITY OF COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. THE CITY WILL MAKE NO REFUND IF SUCH LAWS PREVENT OR RESTRICT THE TRADE, BUSINESS, OR PROFESSION HEREIN LICENSED.

THIS LICENSE MUST BE PLACED IN THE FRONT WINDOW; OR, IF THERE BE NO SUCH WINDOW, THEN IN A CONSPICUOUS PART OF THE BUSINESS PLACE.

Amy K. Wharton

CHIEF FINANCIAL OFFICER
CHARLESTON, SOUTH CAROLINA

Business License Receipt

City of Charleston
2 George St.
Charleston, SC 29401
Phone: (843) 724-3711

DATE	02/04/2020
INVOICE #	00156182

ACCOUNT:
W.K. Dickson & Co. Inc. DBA: W.K. Dickson & Co. Inc. 162 SEVEN FARMS DR CHARLESTON, SC 29492 Class: 5 NAICS: 541330

LICENSE #	53235

Date	Status	Payment	Amount
02/04/2020	Paid In Full	Check	$138.13

Total Paid	**$138.13**

City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

This document shall be included with the submittal of the bid or offer. **If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.**

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:
MBE is defined as a small business owned and controlled by minorities.
WBE is defined as a small business owned and controlled by women.
This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston's contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston's web site www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George St., Ste. 3600 Charleston, SC 29401, (843) 724-7434, **jordanr@charleston-sc.gov**

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, **with the submittal,** the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

- ☐ **Affidavit A** - ***Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation*** as certification that efforts were made to use MWBE businesses on this project,

  AND

- ☐ **Affidavit B** – ***Work to be Performed by Minority and/or Women-owned Firms***

  OR

- ☐ **Affidavit C** – ***Intent to Perform Contract with Own Workforce***, in making this certification the Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE provisions shall constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: WK Dickson & Co., Inc.

Signature	Scott Sigmon Print Name
Vice President Title	6-29-2020 Date

Attest:

AFFIDAVIT A

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of WK Dickson & Co., Inc.
(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- o 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate minority participation.
- o 5. Attended pre-solicitation meetings scheduled by the City.
- o 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.
- o 7. Negotiated in good faith with interested MBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MBEs with assistance in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MBEs in order to increase opportunities for minority business participation.
- o 11. Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned hereby agrees to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 6-29-2020 Name of Authorized Officer (Print/Type): Scott Sigmon

Signature: [signature]
Title: Vice President

AFFIDAVIT A

City of Charleston, South Carolina Minority Business Participation Efforts

(Use as many sheets as necessary)

I, Scott Sigmon, hereby certify that on this project we contacted the following minority business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact Cornerstone Surveying & Engineering	**Minority Firm Address**
Minority Firm Telephone Number 843-790-1493 **Minority Firm Fax Number** 843-851-3166 **DBE Certification Number** 032708-30-AE-064	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☑ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact Soil Consultants, Inc.	**Minority Firm Address**
Minority Firm Telephone Number 843-723-4539 **Minority Firm Fax Number** 843-723-3648 **DBE Certification Number** 03-050119-149	**Minority Group Type** ☐ (African American) ☑ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 6/30/2020 Name of Authorized Officer (Print/Type): Scott Sigmon

Sworn to before me this 30 day of June, 2020

Signature: [signature]

Notary Public for the State of North Carolina

My Commission Expires: April 25, 2025

Title: Vice President

Print Name: Kristel M Weldon

Notary Seal: KRISTEL M. WELDON NOTARY PUBLIC WAKE COUNTY, NC

Phone Number: 919-782-0495

Address: 720 Corporate Center Dr Raleigh NC 27607

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of WK Dickson & Co., Inc. (Name of Offeror). I hereby certify that on the Barberry Woods (Project Name), Total Project Amount $ 498,070.00

I will make a good faith effort to expend a minimum of 20.78 % of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Cornerstone Surveying & Engineering, Inc.	032708-30-AE-064	Surveyors	$ 85,000.00
Soil Consultants, Inc.	03-050119-149	Geotechnical and Materials Testing	$ 18,485.00
			$
			$
			$
			$
			$

Total MBE Participation: 20.78 % $ 103,485.00

* Minority categories: African American (**B**); Hispanic (**H**); Asian American (**A**), American Indian (**I**); Woman Owned (**W**); Other (**D**)

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 6/30/2020 Name of Authorized Officer (Print/Type): Scott Sigmon

Signature:

Title: Vice President

Sworn to before me this 30 day of June, 2020. Notary Public for the State of North Carolina

My Commission Expires: April 25, 2025

Print Name: Kristel M. Weldon

Phone Number: 919-782-0495

Address: 720 Corporate Center Dr
Raleigh NC 27607

Notary Seal: KRISTEL M. WELDON NOTARY PUBLIC WAKE COUNTY, NC

(6.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matthew Fountain **DEPT:** Stormwater

SUBJECT: CONCORD ST PUMP STATION UPFIT – PRELIMINARY DESIGN

REQUEST: Approval of a contract amendment with Davis & Floyd on the Market St Drainage Project for $161,476 to provide preliminary engineering to upfit the Concord Pump Station for continued service.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** July 28, 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 Mgmt.	X	☐		☐
	☐	☐		☐

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 193010 Account #: 53036

Balance in Account $40,706.00 Amount needed for this item $161,476.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s). Stormwater Plan Reviews will experience significant delays without the extension and funding associated with this request.

CFO's Signature: _____

FISCAL IMPACT: This contract amendment will be funded from the FY2020 Small Project Allocation as the pump station currently serves the Calhoun East and Market St drainage basins and requires upfit to continue successful operation. Approval of this contract approves a budget transfer from 193010-52240 for $161,476.00 to 193010-53036.

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.

AMENDMENT NO. 15
TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

****

Market Street Drainage Improvements

INITIAL:

OWNER:_____

ENGINEER:_____

This is an Amendment to the Agreement between the City of Charleston (Owner) and Davis & Floyd, Inc. (Engineer) dated June 28, 1999 (hereafter referred to as the Agreement in the office of the Clerk of Council at City Hall, 80 Broad Street, Charleston SC). This said Amendment is effective as of _____.

1. Owner and Engineer, in consideration of their mutual covenants as set forth herein, agree to expand the compensation of the aforesaid Agreement for a Preliminary Engineering Report for the Concord Street Pump Station with tasks identified in Attachment A – Scope of Services dated July 17, 2020.

2. The Engineer shall submit to the Owner itemized invoices identifying the individuals that performed services, the hourly rate for each individual, and an itemized statement of reimbursable expenses for the Owner's approval. Invoices will be calculated based upon the actual effort incurred using the hourly and reimbursable expenses rate schedules.

3. Owner and Engineer agree to amend Exhibit C, Article 4, C4.03, A.1 of the Agreement in consideration of the basic services to increase the lump sum fee to $1,782,565 (which is an increase of $154,300 for this Amendment 15) and in consideration of the additional services to increase the not-to-exceed fee to $3,350,491 (which is an increase of $7,176 for this Amendment #15) as summarized in the attached Exhibit Cost Summary Report for a total Contract amount of $5,133,056.

4. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston OWNER		Davis & Floyd, Inc. ENGINEER	
By:	_____	By:	_____
Name:	John J. Tecklenburg	Name:	Michael V. Horton, PE, CFM, LEED-AP
Title:	Mayor	Title:	Chief Engineering Officer
Address:	P.O. Box 652 Charleston, SC 29402	Address:	P.O. Box 61599 Charleston, SC 29419

DAVIS & FLOYD

SINCE 1954

Matthew Fountain, PE, PG
Director of Stormwater Management
City of Charleston
2 George St, Suite 2100
Charleston, SC 29401

Re: Proposal for Professional Engineering Services
Concord Street Stormwater Pump Station Updates and Improvements
Feasibility Assessment/Preliminary Engineering Report
Market Street Drainage Improvement Project – Amendment 15
D&F Job Number: 030407.XX

Dear Mr. Fountain:

Thank you for allowing Davis & Floyd (D&F) the opportunity to submit this proposal for professional engineering services to provide a Feasibility Study and Preliminary Engineering Report supporting recommendations for updates/improvements to the existing Concord Street Pump Station.

We understand that the City would like to investigate what options are available to update/replace the tunnel de-watering pumps, main stormwater pumps, mitigate corrosion, update all pump station electrical and control systems, evaluate the existing roof, and add HVAC to the motor control center (MCC).

The work anticipated to complete these tasks is outlined in the attached Scope of Services.

It is proposed that compensation for the provided Scope of Services Divisions A – C be a lump sum amount of $154,300, Division E, upon written authorization, be billed on a time and expense basis. Fees for Division E will not exceed $7,176 and will be billed using the attached Standard Personnel and Reimbursable Expense Rate Schedule. Should you accept the Scope of Services and fee, we will provide an executed contract amendment for use.

3229 W Montague Avenue, North Charleston, SC 29418
(843) 554-8602 (843) 747-6485

WWW.DAVISFLOYD.COM

Thank you again for allowing D&F the opportunity to offer these services to support the City. If you should have any questions, please feel free to call or email us at your convenience.

Very truly yours,
DAVIS & FLOYD

Michael A. Putnam, PE, CFM
Associate | Project Manager

Michael V. Horton, PE, CFM
Chief Engineering Officer

Enclosures:

Attachment A – Scope of Services
Cost Summary Report
Standard Personnel and Reimbursable Expenses Schedule
Chatham Engineering Proposal for Professional Services – Electrical and HVAC
Automated Integration Services (AIS) Proposal for Professional Services – Instrumentation and Controls

c: Steve Kirk, PE (City of Charleston) via email: kirks@charleston-sc.gov
Joe Swaim, PE (City of Charleston) via email: swaimj@charleston-sc.gov

Summary of Scope

D&F will provide project management, data collection, and development of a Preliminary Engineering Report (PER) for updates to the Concord Street Stormwater Pump Station. This PER will address main stormwater pump updates and pump station operating conditions, de-watering pump updates, corrosion mitigation, electrical and control system updates, repair/rehab options for FRP outfall piping, adding HVAC to the existing motor control center (MCC), MCC roof evaluation, and an opinion of probable costs associated with each. D&F will also provide additional services as may be requested and authorized by the City.

Division A – Project Management

D&F will perform general administrative duties associated with the project to include contract administration, management of sub-consultants, progress monitoring, scheduling, meetings with City, and project records and correspondence.

A.1 – Contract Administration:

This section of work will include management of sub-consultants, progress monitoring, scheduling, project records, meeting minutes, and correspondence.

A.2 – Meetings and Presentations:

Up to seven (7) coordination meetings, one (1) project delivery meeting, one (1) City Council Committee meeting, and (1) City Council meeting are included, as D&F anticipates the need for the following:

1. Coordination - Kick-off meeting
2. Coordination - Interim progress meeting for coordinating study efforts
3. Coordination - 30% concept review meeting – presentation of preliminary results to the feasibility assessments / conceptual designs
4. Coordination – Coordination with IAAM contractor(s) to discuss future site conditions (two (2) meetings)
5. Coordination - 60% progress review meeting
6. Coordination - 90% progress review meeting
7. Project delivery meeting to present the Preliminary Engineering Report
8. City Council Committee Meeting
9. City Council Meeting

Exceptions to Division A services include the following:

1. Meetings beyond those identified in A.2.

Division B – Data Collection

D&F will coordinate with the City of Charleston Stormwater staff to obtain relevant information on the existing Concord Street Pump Station system. D&F will also perform a pump station site assessment to review current site conditions and pump station operation.

B.1 – Pump station data gathering:

D&F will work with the City of Charleston Stormwater staff to request the following information on the existing Concord Street Pump Station:

1. Operations data/records
2. Current pump station control and operating scheme
3. Update records, maintenance logs, etc.
4. Recent photographic documentation showing the condition of items in the wet well (e.g. force main, structural members, force main support brackets, sluice gate, etc.).
5. Proposed site plans from International African American Museum (IAAM) construction.

B.2 – Pump station site visit and conditions assessment:

Civil engineering tasks

1. D&F will evaluate existing piping and appurtenances for corrosion and make recommendation for replacement as required.

Electrical engineering tasks

1. D&F will evaluate existing electrical cabinets and conduits which are accessible for inspection for corrosion or other damage and make recommendation for replacement as required. D&F will review information provided by the City's electrical contractor's assessment of the low voltage electrical system (receptacles, light switches, outlets, etc.) and make recommendations for replacement.

Structural engineering tasks

1. D&F will evaluate existing structural elements which are accessible for conditions assessment. D&F will utilize monopod mounted cameras/lights where applicable to obtain photographic information for use in evaluation of structural members within the reach of equipment to be used by D&F. Photographic inspection will be performed from the surface/exterior of the pump station shaft.

Exceptions to Division B services include the following:

1. Inspection of pump station wet well components located within a confined space utilizing confined space entry.

Division C – Feasibility Study/Preliminary Engineering Report

Using the data obtained during Division B services, D&F will provide a Feasibility Study/Preliminary Engineering Report (PER) for use as a planning document for future updates and improvements to the Concord Street Pump Station. Where possible/applicable, equipment selections/recommendations will be made based on maintaining commonality with the Spring/Fishburne pump station. The following items will be addressed in the PER:

C.1 – Water Quality Improvements:

Not included in this scope of work.

C.2 – Main Stormwater Pump Updates and Hydraulic Analysis:

D&F will study the replacement of the main stormwater pumps and will provide recommendation for both the electrical system, and instrumentation and control system updates required to affect the installation of new pumps. Pump evaluation will be based on the following criteria and reporting will be limited to a maximum of two pump manufacturers one of which will be Flygt, the manufacturer of the current pumps. Replacement pumps will be selected based on the following:

1. Fitment into existing column pipe
2. Weight
3. Similar hydraulic performance
4. Similar electrical requirements
5. Service and parts availability and responsiveness for supporting maintenance

D&F will also provide a hydraulic analysis of the main stormwater pumps, headbox, and outfall. This analysis will include variation in water surface elevation in the pump station wet well and at the discharge point in the Cooper River. Operating conditions of the pumps and hydraulic grade line in the headbox will be analyzed and any limitations in pump station performance will be identified.

Civil engineering tasks

1. D&F will specify a similar pump that meets the criteria above.
2. D&F will provide a Pump station hydraulic analysis as described above.

Electrical engineering tasks

1. D&F will develop required updates to the pump station electrical system needed to operate the new pumps.

Instrumentation engineering tasks

1. D&F will develop required updates to the pump station control system needed to operate the proposed updated pumps

C.3. – De-watering pump/force main replacement, equipment corrosion mitigation, and FRP Piping Point Repair and Lining Options:

D&F will study options for replacing the dewatering pumps and associated force mains to enhance the reliability of dewatering operations at the pump station. D&F will also provide options for point repair and lining of the 96" FRP pump station outfall.

Civil engineering tasks

1. D&F will review alternatives for replacing the de-watering pumps and their force mains.
    a. D&F will make recommendation for dewatering pumps to replace the existing pumps.
        i. It is understood that the City would prefer to complete dewatering of the Calhoun/Concord-Market tunnels as close to 24 to 48 hours as possible with the proposed pumps. D&F will seek to meet this preference, provide equipment commonality with other large City stormwater pump stations, and fit within the current pump station geometry when making preliminary pump recommendations.
    b. D&F will explore options available for force main and pump guide rail replacement.
        i. Specifically, options for force main support and pump guide rail brackets will be developed and presented to the City for consideration.
        ii. Recommendations for force main replacement will also include required control valves and flow meters necessary to keep the proposed pumps on their operating curves throughout the dewatering operation.
2. D&F will also explore opportunities to reduce corrosion currently experienced on pumping and mechanical equipment. Corrosion mitigation efforts will focus on the dewatering pumps, force mains, electrical components to include conduits and junction boxes.
3. D&F will evaluate and present options for point repair and lining of the 96" FRP pump station outfall.

Electrical engineering tasks

1. D&F will evaluate and make preliminary recommendation for suitable submersible pump power cables capable of providing power to the pumps and carrying information from pump instrumentation to the PLC.
2. D&F will make recommendation, where required, for replacement of conduits and electrical boxes and other electrical appurtenances with corrosion resistant materials.

Structural engineering tasks

1. D&F will evaluate accessible structural wet well elements documented in Division B.2.

C.4 – Gravity by-pass:

Not included with this scope of work.

C.5 – Electrical equipment and control updates:

D&F will study alternatives and provide recommendation for updates to the electrical equipment and control system supporting pumping operations. Consideration will be given to upgrading pump motor starters to newer more modern equipment. Update/replacement recommendations will also be provided for the pump station programable logic controller (PLC).

At the request of the City D&F services will include payment for services rendered by AIS for upgrades to the pump station Human Machine Interface (HMI) up to an amount of $2,500. These upgrades are for services outside of D&F's scope of services and allow for automatic operator notification of pump station state/condition by the HMI. This work is under the management and responsibility of the City and D&F bears no responsibility for these services.

Electrical engineering tasks:

1. Dewatering Pump Electrical System
    a. D&F will evaluate and make recommendation on the use of Variable Frequency Drives (VFD) for replacement of the existing soft starters controlling the dewatering pumps
    b. D&F will evaluate the existing electrical system and make recommendation for updates to conductors, cabling and breakers required for use of VFDs.
2. Main Stormwater pumps Electrical System
    a. D&F will analyze the existing electrical system and determine requirements for relocating of HOA switches from front of PLC panel to starter panels
    b. D&F will analyze the existing electrical system and make recommendation for any necessary updates to main stormwater pump soft starters, breakers, conductors or other appurtenant equipment.

Instrumentation engineering tasks:

1. PLC replacement:
    a. D&F will evaluate options for replacement of existing PLC using the following criteria:
        i. Maximize the use of ethernet/IP where possible.
        ii. Maintain hard wired (analog/discrete) IO where required for reliability
2. FLYGT CAS System:
    a. D&F will evaluate options for replacement of Flygt CAS system for main stormwater pumps and outline pump monitoring / instrumentation updates to at a minimum replace the existing FLYGT CAS system with a system of equal capability / function.
3. Level measurement:
    a. D&F will evaluate options for updates to the wet well level sensor and provide recommendations for primary, secondary, and backup level measurement for the wet well.
    b. D&F will evaluate options for implementing tide level sensor into the control system and provide recommendations for primary and secondary instruments.
4. Pump motor condition and monitoring:
    a. D&F will determine requirements to maintain existing level of monitoring in new PLC.
5. Dewatering system monitoring:
    a. D&F will provide recommendation for instrumentation to monitor and control the dewatering system.
6. PLC connectivity and notification:
    a. D&F will provide recommendation for automated external communication of pump station system status to staff in charge of maintenance / operation of the pump station.

C.6 – Motor Control Center (MCC)/Electrical Room HVAC retrofit and roof evaluation:

D&F will study alternatives for retrofitting an HVAC system to condition the MCC/electrical room and provide an evaluation of the existing roof system. The proposed HVAC system will be sized to handle normal heating, ventilation, and cooling needs, as well as heat generated by updated electrical and control system components and variable frequency drives.

D&F will also evaluate the MCC roof and provide an assessment of its condition.

Mechanical engineering tasks:

1. D&F will determine the size and number of air conditioning units needed to adequately heat and cool the pump station electrical room and provide enough capacity to remove the heat generated from the proposed electrical equipment from the MCC/electrical room.

Electrical engineering tasks:

1. D&F will determine the size of the electrical conductors and appurtenances needed to power the proposed HVAC system.

Roof Engineering tasks:

1. D&F will evaluate the condition of the existing roof and provide an assessment of its condition and current life expectancy.

C.7 – Back-up/auxiliary power supply:

Not included in this scope of work.

C.8 – Opinion of probable cost

In addition to the items specifically addressed above, the PER will also include cost opinions itemizing the estimated project construction costs, to include engineering, design, and permitting costs associated with each proposed update/improvement. Costs will be prepared to a Class 3 level as defined by AACE. Cost projections will also be provided for two scenarios to include if the City acts on the proposed updates within 1 to 2 years and if the City acts within 2 to 5 years.

Specific items that will be addressed in the Cost Opinion:

1. Main stormwater pump updates:
    a. D&F will provide Lifecycle costs and maintenance cost savings based on manufacturer provided maintenance requirements (for the new pumps) and City provided maintenance costs for the existing stormwater pumps.
2. Roof
    a. D&F will provide costs to affect any needed repairs to the existing roof as well as the costs to replace the existing roof in like kind.

Division C Deliverables:

1. D&F will develop initial concepts for items C.2, C.3, C.5, and C.6 to be presented to City Staff for comment during the progress meetings identified in A.2.
2. The final PER will be delivered in .pdf format for use by the City.

Exceptions to Division C services include the following:

1. Water Quality Improvement Alternatives/Dewatering Pump Discharge Treatment Alternatives
2. Gravity Bypass Alternatives.
3. Design
4. Corrosion Engineering (beyond the use of sacrificial anodes)
5. Permitting
6. Bidding
7. Construction Engineering and Inspection (CEI)

Division D – HMGP Grant Support

Not included in this scope of work.

Division E – Additional Contingent Services

It is expected that services beyond the above scope may be identified during the PER process. This division of work will accommodate these services only as authorized by the City.

E.1 – Coordination with project stakeholders

D&F will coordinate proposed project elements with project stakeholders to include, but not necessarily limited to, the team supporting the design and construction of the International African American Museum.

E.2. – Out of scope services

D&F will perform other services as authorized by the City.

(End of Scope of Services)

Exhibit - Cost Summary Report

Project Name: Concord Street Pump Station PER
D&F Project #: 030407.XX
Date: 7/17/2020

Division	Description	Cost
A.	Project Management	$ 28,181.00
B.	Data Collection	$ 9,719.00
C.	Feasibility Study/Preliminary Engineering Report	$ 116,400.00
D.	HMGP Support (Not Included)	$ -
E.*	Additional Contingent Services	$ 7,176.00
F.	-	$ -
G.	-	$ -
H.	-	$ -

Total Estimated Cost (Divisions A-E) = $ 161,476.00

*~5% of Divisions A thru C.

DAVIS & FLOYD

SINCE 1954

Standard Personnel Rate Schedule	
Category	**Rate: $/hour**
Principal	$231.00
Senior Project Manager	$184.00
Project Manager Senior Engineer	$168.00
Senior Architect Senior Transportation Planner	$158.00
Program Director Senior Landscape Architect Resident Construction Manager Computer Specialist Department Manager	$147.00
Engineer Architect Landscape Architect Specifications Writer	$137.00
Senior Inspector	$131.00
Licensed Surveyor Transportation Planner	$126.00
Senior Designer GIS Specialist	$121.00
Staff Engineer Inspector Permitting Specialist Transportation Planner Assistant GIS Analyst	$105.00
Designer Accountant (1)	$100.00
Survey Crew Chief	$95.00
Computer Technician	$84.00
Clerical	$68.00
Survey Field Technician Intern Technician	$63.00

Reimbursable Expense Schedule		
Category	**Unit**	**Unit Rate**
Copies/Prints		
Standard 8.5 x 11	page	$0.15 BW / $1.00 Color
Oversized	square feet	$0.25 BW / $6.00 Color
Mylar copy	sheet	$25.00
Mileage	mile	Current federal rate
Direct Expenses		Actual cost + 15%

SEPTEMBER 2019

Note: All rates are subject to change.

CHATHAM
ENGINEERING

June 9, 2020 REVISED

Davis & Floyd
Attn: Michael Putman
3229 W Montague Ave
North Charleston, SC 29418

Via e-mail:

RE: City of Charleston Concord St Pump Station Updates Study

Gentlemen:

Thank you for requesting a proposal for our engineering services for the above referenced project. This proposal outlines our scope of work, fee, and general contractual items based on our knowledge of the project.

Scope of Work:

A. Project Meetings
   1. Attendance of project meetings in Charleston and conference call meetings for internal coordination are included in this proposal. Two meetings in Charleston and six conference calls are provided under this proposal. Additional meetings where travel is required will be billed at the hourly rate plus mileage and expenses.

B. Project Tasks
   C.1. ~~Water Quality Improvements: Electrical design will be provided for conduit and wiring, including routing, for a new silt level sensor and lighting on the existing structure~~. Deleted from scope.
   C.2. Main Stormwater Pump Updates: Electrical design will be provided for new power distribution and motor control equipment for the main pumps, including coordination of the design with the specific proposed pump electrical requirements. This also includes effort required for coordination/specification of upgrades to obsolete control equipment.
   C.3. De-watering Pump/Force Main Replacement & Equipment Corrosion: Electrical design shall include conduit and wire (feeders and control) disconnect switches, junction boxes and cable support for the new pumps. Also included is evaluation of existing conduits and equipment about the structure and recommendations concerning replacement.
   C.4. Gravity Bypass: No electrical design required.
   C.5. Electrical Equipment & Control Updates: Replace existing dewatering pump reduced voltage starters with variable frequency drives sized for the new pumps. Evaluate existing storm water pump reduced voltage starters, recommend, as required replacement with new starters. Coordinate replacement of existing CAS system motor protection with current MAS type protection relays. Coordinate with AIS for control and instrumentation connections and for sequence of operations

109 Park of Commerce Drive, Suite 6 • Savannah, GA 31405-1396
T 912 • 238 • 2400 f 912 • 238 • 2412

narrative. Provide conduit and wiring for new laser level meter and backup floats, pressure transducer and tide level sensor at outfall.

C.6. Motor Control Center (MCC)/Electrical Room HVAC Retrofit: A new HVAC system will be designed or the existing building. Electrical design for the new HVAC equipment will be provided.

C.7. ~~Backup/Auxiliary Power Supply: Two emergency generators will be designed for the site; one small 'house' generator to support the building loads when the stormwater pumps are not required; one large generator capable of supporting all of the building loads and the maximum quantity of pumps needed during a storm event. Controls, automatic transfer switches and power distribution equipment will be designed and specified. Furthermore, both generators will be evaluated using either natural gas or diesel fuel for operation. Coordination of instrumentation and controls with respect to the starting sequence of pumps and selection of the house vs. main generator will be included.~~ Deleted from scope

C.8. Opinion of Probable Cost: Provide cost estimates for both capital and life-cycle for each design phase. Specific areas of cost estimation will include the house and main generator with respect to fuel, maintenance associated with routine/yearly and major preventative maintenance.

C. Overall, it is anticipated that the existing electrical system will be completely replaced, new equipment associated with the generators and service equipment will be located outside on elevated structural platforms. Deliverable items will include cost estimates and equipment layout drawings and report data/narratives.

Fee Computation

Our fees for the above referenced Scope of Work will be as follows:

Meetings	$4,600.00
30% Submittal	$13,100.00
60% Submittal	$4,700.00
90% Submittal	$4,700.00
100% Submittal	$8,300.00
Total	$35,400.00

This fee is valid for a period of ninety (90) days from the date of this proposal.

Additional Services:

Any other services outside the above referenced Scope of Work will be billed based on the hourly billing rates of the personnel performing the work. Our range of hourly rates is listed below:

Sr. Engineer	$150.00 - $215.00 per hour
Engineer	$ 100.00 - $135.00 per hour
Designer	$ 95.00 - $ 135.00 per hour
CAD Operator	$70.00 - $80.00 per hour
Specification Editor	$60.00 - $75.00 per hour

These rates are subject to change annually.

Reimbursable Expenses:

Out-of-town mileage ($0.58/mile), printing (other than for in-house coordination), photography, overnight mailing (if necessary) or any other expenses incurred will be reimbursable at cost.

We will invoice this project on a monthly basis for work complete. Payment will be due within 30 (THIRTY) days from the date of the invoice. In the event payment is not made, a 1-1/2% per month interest charge on the unpaid balance will be added.

Our professional liability on this project will be limited to $50,000.00 (FIFTY THOUSAND DOLLARS).

Should the project be terminated, all services rendered through the date of the receipt of the written termination to stop work shall be paid in full by the client.

If you concur with the above, please sign and return a copy of this proposal to us for our files. *Our firm requires a signed agreement for all projects.*

Again, we appreciate the opportunity to work with you on this project. If you have any questions, please call at your convenience.

Sincerely,

Paul Mamalakis, P.E.

Acknowledged & Accepted

_____

_____
(Date)

F:\Project Admin Folder\Proposals\Davis & Floyd\2020\City of Charleston Concord St PS Updates Study.doc

PROPOSAL

AIS

Automation Integration Services *LLC*

164 Market St., Suite 393
Charleston, SC 29401-1984
843-568-1774

TO:
Michael Putnam
Davis & Floyd

Transmitted via email:

Number Q19012B
Date May 15, 2020
Shipping Origin N/A
Shipping Via N/A
F.O.B. N/A
Terms net 30

We are pleased to offer our proposal for the following work:

Item	*Quantity*	*Description*	*Price*
1.0	1	Electrical engineering services to assist in the development of the Instrumentation and Control portion of a Preliminary Engineering Report for the Upgrade of the Concord Street Pump Station in accordance with the PER task outline updated May 2020	$ 6,500

This proposal is valid for 90 days.

Please provide Quotation number on all correspondence when referring to this scope of work.

Richard Robottom — 5/15/2020
For AIS, authorized by — *Date*

7.)

JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

JACOB LINDSEY
DIRECTOR

Department of Planning, Preservation and Sustainability

MEMORANDUM

To: Members of the Ways and Means Committee

Re: Consulting Services regarding Corps of Engineers 3x3x3 Study

To support the ongoing City of Charleston effort regarding the study of a perimeter barrier and to support engagement of key stakeholders and the public, the City is seeking assistance from third party experts. The attached proposal is from the trusted team of engineers and architects who led the Dutch Dialogues process last year. They are uniquely qualified for this work due to their expertise, their experience working with similar projects throughout the country and abroad, and their familiarity with Charleston.

Of the total $100,000 budget, a coalition of private and non-profit backers will provide a $50,000 match to complete the request. The Historic Charleston Foundation has generously offered to participate as partners, continuing our working relationships from the Dutch Dialogues in 2019. **Total cost to the City is $50,000.**

Attached, please find the consultant's proposal and a letter from Winslow Hastie, CEO of the Historic Charleston Foundation.

Thank you for your consideration.

Jacob

Jacob Lindsey, Director
Planning, Preservation and Sustainability
City of Charleston

2 George Street · suite 3100 · Charleston, South Carolina 29401 · Tel. (843) 724-3765 · Fax (843) 724-3772

Dear Mayor,

I hope that you are doing well during these strange times. I wanted to confirm Historic Charleston Foundation's enthusiasm in partnering again with the city on bringing the Dutch Dialogues "dream team" back to Charleston. With such a huge and complicated infrastructure project, we believe that team has the qualifications and expertise to help the city and the community analyze the U.S. Army Corps of Engineers' Charleston Peninsula Coastal Flood Risk Management Study and potentially provide alternative concepts for consideration.

Working with private sector and other non-profit partners, HCF will help to raise the $50K match towards the city's $50K contribution. Those funds will be donated to HCF, and then we can send you the funds in draws outlined in the executed contract.

I believe that we established an excellent partnership through the Dutch Dialogues Charleston project, and this is a natural extension of our role helping the city navigate complex issues surrounding flood mitigation and sea level rise.

Please let me know if you have any questions or need additional information.

Best, Winslow

HISTORIC CHARLESTON FOUNDATION

WINSLOW W. HASTIE
President & CEO
whastie@historiccharleston.org
843.720.1186
Donate. Engage. Explore.

Project Background

In response to the April 2020 release of the U.S. Army Corps of Engineers Charleston Peninsula Coastal Flood Risk Management Study, the City of Charleston requested the support of Waggonner & Ball and the Dutch Dialogues Charleston team in its creation of a Locally Preferred Alternative protection proposal. This scope and team have been developed to bring multi-benefit urban design and infrastructure planning, combined with technical engineering and stormwater management expertise, to the City's effort.

Team

We possess deep knowledge of Charleston and a wide perspective on related projects and conditions across the coastal U.S. Our team is composed to offer a combination of big picture support—helping to articulate the City's goals, values, and a framework for informed decision making—and technical expertise to approach the full spectrum of water challenges facing Charleston.

Waggonner & Ball will serve as prime consultant and contract holder for this effort. David Waggonner and Dale Morris, of the Water Institute of the Gulf, leaders of the Dutch Dialogues Charleston process, will lead our proposed work. All members of the team were part of the Dutch Dialogues working groups, with emphasis on Peninsula experience. Core team members include civil and hydraulic engineers selected for their experience working directly with the USACE in other jurisdictions. They bring experience with holistic water infrastructure planning, and experience with urban stormwater. Resumes of core team members are included at the end of this proposal.

Dutch expert reviewers will be engaged to critique design alternatives. This team structure ensures the right kind of feedback at the right time and will allow the core team to refine concepts for compatibility with American realities as well as USACE conventions and processes.

<u>Leadership</u>
David Waggonner Principal, Waggonner & Ball (Louisiana-based)
Dale Morris Director of Strategic Partnerships, The Water Institute of the Gulf (Virginia-based)

<u>Core Team</u>
Andy Sternad Architect & Urban Designer, Waggonner & Ball; Project Coordinator
Ramiro Diaz Senior Designer, Waggonner & Ball
Lex Agnew Landscape Designer & GIS Lead, Waggonner & Ball

Johnny Martin Water Practice Lead, Moffatt & Nichol (Raleigh-based)
Maarten Kluijver Civil & Hydraulic Engineer, Moffatt & Nichol (New York City-based)

Piet Dircke Global Leader, Resilience & Water Management, Arcadis (Netherlands-based)

<u>Targeted Dutch Reviewers</u>
Pieter Schengenga Principal, H+N+S Landscape Architects
Frits Palmboom Principal, Palmbout Urban Landscapes
Steven Slabbers Principal, Bosch Slabbers Landscape Architects
Daniel Goedbloed City of Rotterdam
Roelof Stuurman Geohydrologist, Deltares

Outcomes

Outcomes from this process will inform the City's development and compilation of a locally preferred perimeter protection alternative. In lieu of a standalone final report, all work products will be developed in coordination with and transmitted to the City for its ultimate use and consideration. Our team will respond to specific deliverable needs as determined by the City as the project develops. The following deliverable list is based on our understanding of current needs.

Deliverables may include:

1) **Applied Goals & Values**
   Recommendation of values, goals and principles for perimeter protection, reinforcing and furthering Dutch Dialogues content to guide integration of the local alternative with the USACE study.
2) **Case Studies**
   Collection of national and international case studies of relevant aspirational infrastructure. Team precedents working with and for the USACE will provide perspective and avenue for public and private partnerships and actions.
3) **Stakeholder Engagement**
   Assistance in the collection of targeted stakeholder input, summaries of engagement conducted for this effort, assessment and synthesis of stakeholder input, and recommendations for future approaches to engagement by theme and perimeter segment/typology.
4) **Strategy Consultation**
   Assistance in the development of a framework process for and timeline of potential City actions relative to USACE 3x3x3 milestones and deliverables.
5) **Design Alternatives**
   Recommendations for alternative perimeter protection designs responsive to urban form and function (historic character and structures, parks & green space, streets & transportation); ecology ("soft" alternatives, green infrastructure, natural landscape function); and technical considerations (engineering structures, stormwater requirements, groundwater). Stormwater and the internal water management framework will be prioritized, including system integration opportunities with deep tunnels, existing conveyance systems, existing and new water storage features, and operability of perimeter structures, so that current alignments facilitate future adaptations.

Schedule

Our team proposes to work with the City from an anticipated early June Notice to Proceed through the City's submission to the USACE in September 2020. We propose two phases of work, including two multi-day work sessions in Charleston plus a series of virtual stakeholder meetings. Depending on health considerations, we can alternatively complete the proposed work via all-virtual format.

Phase 1: Research & Analysis (June 2020)

1) **Notice to Proceed** (anticipated approximately June 1st)
2) **Virtual City Staff Session**
   A meeting to assemble relevant departmental leadership to identify priorities and shared opportunities. Participants may include the Director of Stormwater Management, the Chief Financial Officer, and others, all per the invitation and discretion of City project leaders.
3) **Virtual Stakeholder Sessions** (3-5 virtual meetings)
   Structured conversations with targeted local stakeholders to be identified by the City in advance of the team's first in-person session in Charleston. Meetings may combine individuals and/or

representatives from the public and private sector, representing specific locations or cross-boundary themes. Meetings will be limited to small groups. The team will outline preparation tasks for participants, and in-depth engagement will be expected from those on the calls (no "listening in").

4) **Charleston Session 1** (three full working days)
This multi-day trip will be geared toward information gathering and meetings with City project leadership and staff, as well as visits to critical sites. Anticipated session date is mid to end of June, to be scheduled with the City. Team participants will include Waggonner & Ball and The Water Institute, plus at least one engineer as scope is refined.

Session 1 Tasks

a) Confirm and refine Design Division analysis and capture additional City analysis already completed.
b) Identify 3-5 priority areas/segments for further in-depth study and development of alternatives. These priority segments will demonstrate values-in-action and serve as typological prototypes for other parts of the perimeter system.
c) Meet with targeted stakeholders as identified and approved by the City, following up virtual calls.

Phase 2: Development of Alternatives (July-September 2020)

1) **Development of Design Alternatives**
Collaborative virtual iteration on priority areas between the core team and City of Charleston staff.
2) **Virtual Dutch expert review** (anticipated end of July)
Internal core team presentation to selected Dutch Dialogues participants in the Netherlands. Reviewers will be introduced to the overall plan, then asked to critique design alternatives for the 3-5 priority areas and provide summary recommendations and design guidance. Core team will incorporate Dutch feedback into design alternative recommendations. Select City staff will be invited to participate in presentations at their discretion.
3) **Charleston Session 2** (three full working days)
Participation from the full core team.

Session 2 Tasks

a) Meet with City leadership to review and refine design alternatives.
b) Preliminary review of design alternatives with key City-identified stakeholders.

4) **City's Submission to U.S. Army Corps of Engineers** (anticipated mid-September)
TBC delivery date of all recommendations and materials for possible inclusion in City's local alternative submission to the USACE.

Proposed Fee

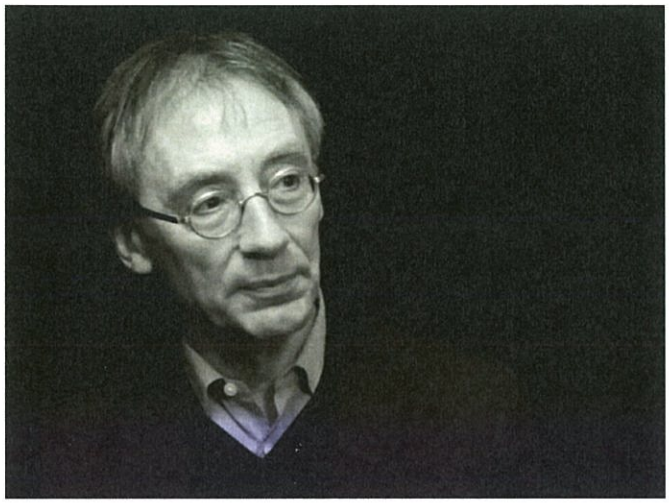
We propose a total of $100,000 in the form of a lump sum fee. Expenses and travel will be billed at cost.

$55,000	Waggonner & Ball Architecture/Environment
$20,000	Water Institute of the Gulf
$20,000	Engineering subconsultants
$5,000	Dutch reviewer stipends
$100,000	**Total**

J. David Waggonner III, FAIA
Principal

EDUCATION
M. ARCH, YALE UNIVERSITY
B.A., DUKE UNIVERSITY

REGISTRATION
LOUISIANA, CALIFORNIA



David Waggonner is the founding principal of Waggonner & Ball, an internationally active architecture and environment practice based in New Orleans. David was raised in Plain Dealing, Louisiana and spent time in Washington, DC, where his father was a U.S. Congressman. He is a graduate of the Yale School of Architecture, and in 2010 was elevated to the position of Fellow in the American Institute of Architects (FAIA). In 2016, David was awarded the AIA Louisiana Medal of Honor. From preservation to modern architecture to urban design, locally and internationally, quality and innovation are hallmarks of his work. His maxim, "know where you are," imparts both an understanding of place and a critical awareness of time.

In the aftermath of Hurricane Katrina, David saw an opportunity for New Orleans to reinvent itself as a sustainable city that embraces its lifeblood: water. He championed a process that examines history, soils, biodiversity, infrastructure networks, urban space and habitation, along with the forces of water. This combination serves as a holistic foundation for design, initiated during the Dutch Dialogues in New Orleans, developed through the Greater New Orleans Urban Water Plan, and now being implemented in multiple projects across the country, including the winning National Disaster Resilience Competition (NDRC) entries. Related efforts have produced a Rebuild by Design award for Bridgeport, Connecticut, as well as NDRC awards for the City of New Orleans, and States of Louisiana, Connecticut, and Virginia. The Dutch Dialogues workshop model has been successful in Charleston, South Carolina, Norfolk and Hampton, Virginia, and Houston, Texas.

Professional and Civic Affiliations
- **Facilitator for the NDRC-related Rockefeller Resilience Academies**
- **Core Team Organizer for Rebuild by Design University's (RBDU) design curriculum for University of Pennsylvania, New York University, and Yale University**
- **FEMA National Risk Index Natural Hazards Working Group**
- **American Planning Association Water Task Force**
- **LSU Coastal Sustainability Studio Board**
- **Trust for Public Land Louisiana Advisory Council**
- **Edible Schoolyard Task Force**
- **New Orleans Business Alliance Strategic Advisory Committee**
- **Preservation Resource Center of New Orleans Board and Architectural Review Committee**
- **The Coastal Index Advisory Committee**
- **Regional Plan Association Revitalization through Resiliency Technical Advisory Committee**
- **Yale Club of Louisiana President**
- **Lake Pontchartrain Basin Foundation Board Member**

Teaching Experience
- **Technical University Delft**
- **Yale University**
- **Harvard University**
- **University of Pennsylvania**
- **Washington University in St. Louis**
- **University of Oregon**
- **Tulane University**

Selected Awards
- 93 Design & Construction Awards
- 61 AIA Design Awards
- AIA Medal of Honor, AIA Louisiana, 2016
- National Planning Excellence Award for Environmental Planning, American Planning Association, 2015
- National Preservation Award, National Trust for Historic Preservation, 2012
- National Honor Award for Design in Historic Preservation, General Services Administration, 1996

Selected Projects
Greater New Orleans Urban Water Plan
Metro New Orleans, LA
- National Planning Excellence Award, Environmental Planning, American Planning Association
- AIA Louisiana Merit Award

HUD National Disaster Resilience Competition
City of New Orleans
- AIA Louisiana Merit Award

State of Louisiana
State of Connecticut
Commonwealth of Virginia

NDR: LA SAFE Resilience Planning
Louisiana (6 parishes)

NDR: Gentilly Resilience District
New Orleans, LA

Resilient Bridgeport: Rebuild By Design International Competition, Rebuild By Design Pilot Project, Strategy, NDR Pilot
Bridgeport, CT

NDR: Ohio Creek Watershed
Norfolk, VA

Dutch Dialogues Virginia
Norfolk, VA

St. Paul's Blue/Greenway
Norfolk, VA

Dutch Dialogues Charleston
Charleston, SC

Living with Water Houston
Houston, TX

Tulane University Stormwater Master Plan
New Orleans, LA

Mirabeau Water Garden
New Orleans, LA

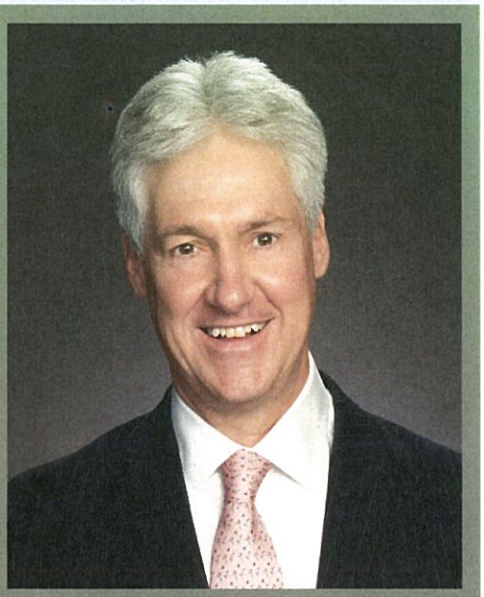
Dutch Dialogues New Orleans
New Orleans, LA
- AIA Louisiana Honor Award for Master Planning/Urban Design

Beijing City International School (BCIS) Early Education Center
Beijing, China

Water As Leverage for Resilient Cities Asia
Chennai, India

DALE MORRIS

THE WATER INSTITUTE
OF THE GULF



Company Role
Director of Strategic Partnerships

Education
M.A.
International law, economics, and theory,
University of Virginia, 1989

B.A.
Economics and political science,
University of Pittsburgh, 1987

Areas of Expertise
- Trade, budget, tax, regulatory and energy issues
- Community resilience and planning
- Living with Water strategies

Memberships/Boards
Advisory Board, Greater New Orleans Urban Water Plan (2011-2013)

Advisory Board, America's Wetland (2008-2010)

Board Member, RISE Resilience, Norfolk, Va. (current)

Experience Profile
Following decades working at the intersection of water management, science, and policy, former Royal Netherlands Embassy Senior Economist Dale Morris joined The Water Institute of the Gulf in May 2018 as Director of Strategic Partnerships.

Morris served six years in the U.S. Air Force, with more than half of those served in the Netherlands. After college, Morris worked as Legislative Director and Press Secretary in the U.S. Congress, working on tax, budget, trade, agriculture, energy, appropriations, and water issues. He later moved to the Embassy in a Congressional Affairs, Press and policy role where he worked on communications, trade, tax / budget, productivity, regulatory, energy and macro-economic issues.

Post Hurricane Katrina (2005), the Netherlands Embassy immediately engaged Louisiana officials and offered to help with recovery. Morris directed these diverse, extensive flood risk assessment, water management and flood risk reduction efforts with federal, Louisiana state and local government officials. Morris also managed the Embassy's liaison on flood, water, climate and adaptation challenges with the US Congress and other U.S. states, including California, Florida, Texas, Virginia and New York.

Morris co-founded the Dutch Dialogues with New Orleans-based architect David Waggonner, which focused upon urban water management challenges and opportunities in post-Katrina New Orleans. Dutch Dialogues have been organized elsewhere in the U.S., most recently in Charleston, SC and are in demand in other flood-prone and flood-recovering communities.

Professional Experience

The Water Institute of the Gulf — 2018-Present
- *Director of Strategic Partnerships*

Royal Netherlands Embassy — 2000-2018
- *Senior Economist and Director for Water*
- *Chairman Embassy's Ethics /Integrity Committee* — 2007-2018
- *Chair, Pension Advisory Committee* — 2002-2018
- *Public Affairs Advisor/Congressional Liaison* — 1994-2000

U.S. House of Representatives — 1989-1994
- *Legislative Director and Press Secretary*

U.S. Air Force — 1979-1984
- *Security Police/ Security Supervisor*

Recent Projects

Dutch Dialogues (Charleston)

Historic Charleston Foundation, the City of Charleston

Dutch Dialogues® Charleston is a community-driven assessment, design and planning project with local, national and international flood experts alongside city officials, nonprofit partners and Lowcountry-area residents / stakeholders. The project focused on four typologically-distinct flood prone areas. Dutch Dialogues Charleston was led by Morris / The Water Institute and Waggonner & Ball Architects, with support from the Royal Netherlands Embassy. The final report was delivered to Charleston in September, 2019 (see www.dutchdialoguescharleston.org) and its recommendations were adopted by Charleston City Council.

Houston Resilience Strategy

City of Houston, 100 Resilient Cities, The Rockefeller Foundation, Shell

Through the partnership with 100 Resilient Cities (now the Global Resilient Cities Network), Houston developed a comprehensive Resilience Strategy to enhance the city's long-term vision and increase resilience to the shocks – such as hurricanes, intense storms and flooding – and stresses that weaken the fabric of a city on a day-to-day or cyclical basis, such as affordable housing and mobility. Morris directed the Living with Water component of the Houston Resilience Strategy.

Dutch Dialogues (New Orleans)

Developed after the devastation of Hurricane Katrina in 2005, Dutch Dialogues enabled an entirely new conversation and approach on how New Orleans could recover and better live with water.

Dutch Dialogues (Hampton Roads)

Hampton Roads, VA has the highest rate of relative sea-level rise on the US east coast and suffers repeated nuisance, stormwater, tidal and riverine floods. This "Life at Sea Level" project examined integrated approaches to integrated water management and urban planning (explored in New Orleans, the Netherlands and elsewhere) to address flood risk, flood mitigation, subsidence, urban adaptation, and sea-level rise adaptation.

MISI-ZIIBI: Living with the Great Rivers

Co-organized by the Sam Fox School of Design & Visual Arts at Washington University in St. Louis and the Royal Netherlands Embassy, Washington D.C., MISI-ZIIBI: Living with the Great Rivers was the first in a series of multi-disciplinary workshops investigating spatial design strategies and innovative, integrated approaches for climate and community adaptation along the Mississippi, Missouri and Illinois rivers.

New Orleans Urban Water Plan

Advisory Board Member for the Greater New Orleans Urban Water Plan.

Dutch Water Management Network in the U.S.

Royal Netherlands Embassy

Focus in Louisiana, Florida, California, Virginia, Texas, New York, and Massachusetts for water management/flood protection/risk mitigation, coastal protection and restoration, climate adaptation, sustainable urban planning.

Member of various flood advisory boards

Various

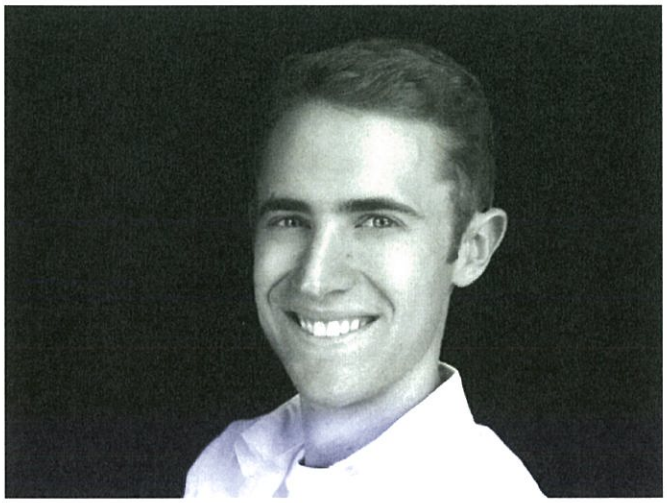
Member of advisory boards: American Planning Association (APA) Water Task Force, Northern Virginia Regional Commission, America's Wetland, APA "Water" track (2010 – 2013).

Member of the Board of RISE Resilience, Norfolk, VA

Andy Sternad
LEED AP BD + C
Architect & Urban Designer

EDUCATION
M. ARCH, YALE UNIVERSITY
B.A. ARCHITECTURE, WASHINGTON UNIVERSITY IN ST. LOUIS

REGISTRATION
MASSACHUSETTS



Andy is a leader in the resilience practice, first joining the firm in 2010 and returning in 2018. He focuses on the creation of water design strategies at urban and building scales, seeking holistic solutions that reveal the character of place and integrate issues of climate, ground, economy, and people. Andy is a client liaison for a range of public and private projects, works to build collaborative relationships with industry experts, and coordinates the firm's architectural and urban design marketing and business development efforts.

Andy was a key participant in the New Orleans Dutch Dialogues, a collaboration between Dutch and American engineers, designers, and planners to re-envision the city's relationship to water after Hurricane Katrina. He was a lead author of the ensuing Greater New Orleans Urban Water Plan, recognized by the American Planning Association with a National Excellence Award in 2015. Currently Andy manages the firm's work on the Isle de Jean Charles resettlement plan, a first-of-its-kind effort in the U.S. to relocate an entire coastal community, and he led the firm's engagement with the Water As Leverage program in Chennai, India.

Previously Andy worked at William Rawn Associates in Boston, where he focused on the public realm aspects of education, healthcare, and performing arts projects. Since 2013, Andy has served as a Design Consultant for Ripple Effect, a teacher-designer collaboration on standards-based water literacy curricula for local New Orleans schools.

Professional & Civic Affiliations
- NCARB
- Design Consultant, Ripple Effect, 2013–present
- AIA Regional/Urban Design Assistance Team (R/UDAT) New Orleans 2018

Recognition
- Parsons Medal, Yale University
- Widmann Prize, Washington University in St. Louis

Selected Projects
Dutch Dialogues Charleston
Charleston, SC

Living With Water Houston
Houston, TX

Isle de Jean Charles Resettlement Planning
Terrebonne Parish, LA

Gretna Resilience District
Gretna, LA

Water As Leverage for Resilient Cities Asia
Chennai, India

Beijing City International School Wangjing Campus Planning
Beijing, China

Greater New Orleans Urban Water Plan
Metro New Orleans, LA
- National Planning Excellence Award, Environmental Planning, American Planning Association
- AIA Louisiana Merit Award

Rebuild By Design International Competition: Resilient Bridgeport
Bridgeport, CT

Lafitte Greenway Sustainable Water Design
New Orleans, LA
- AIA Louisiana Merit Award

Dutch Dialogues: New Orleans
New Orleans, LA
- AIA Louisiana Honor Award

Selected Projects with William Rawn Associates, Architects
King Open School & Valente Library Complex
Cambridge, MA

Seaport Performing Arts Center Concept Study
Boston, MA

Cleveland Clinic Cole Eye Institute
Cleveland, OH

Jaime Ramiro Diaz
LEED AP
Project Designer

EDUCATION
M. ARCH, TULANE UNIVERSITY

Ramiro Diaz is an architectural and urban designer, and photographer, and has been with Waggonner & Ball since 2004. He is a design leader in the resilience and water strategy practice, and leads the firm's data analysis and GIS initiatives. A frequent lecturer and tour leader, Ramiro is expert at integrating architecture, landscape, and water system challenges into pictures that suggest innovative solutions and capture the spirit of place.

Ramiro is a client liaison, project designer, and collaboration leader for resilience urban design projects. He plays a key role organizing and participating in the firm's Dutch Dialogues and Living With Water™ design workshops. Ramiro coordinated with consultants and the City of New Orleans to extensively map the Gentilly area in order to quantify need and determine project focus areas resulting in the city's HUD National Disaster Resilience award. Currently, Ramiro is lead designer of the NDR Ohio Creek Project in Norfolk, VA, providing coastal and stormwater protection and urban amenities.

Ramiro has given presentations on sustainable urban water management at venues including the APA and USGBC Greenbuild national conventions, CPEX Smart Growth Summit, and the American Institute of Architects in New Orleans, Miami, and Basel, Switzerland. He is a frequently invited guest critic and lecturer at Tulane University's School of Architecture. He is board president of Groundwork New Orleans and serves on the New Orleans Board of Zoning Adjustments.

Professional & Civic Affiliations
- City of New Orleans Board of Zoning Adjustments
- Groundwork New Orleans, Board President
- Trust For Public Land, Climate Smart Cities: Absorb Advisory Panel
- WEF National Green Infrastructure Certification Program Oversight Committee
- Little Library of Water (with New Orleans Public Library and Imagine Water Works)

Recognition
- Ronald F. Katz Award, Tulane University

Selected Projects

Rebuild By Design International Competition: Resilient Bridgeport
Bridgeport, CT

St. Paul's Blue/Greenway
Norfolk, VA

Virginia NDR: Ohio Creek Watershed
Norfolk, VA

Dutch Dialogues Virginia
Norfolk, VA

Resilient Hampton, Phase I and Phase II
Hampton, VA

Hampton-Langley Joint Land Use Study Addendum
Hampton, VA

Dutch Dialogues Charleston
Charleston, SC

Living with Water Houston
Houston, TX

New Orleans NDR: Gentilly Resilience District
New Orleans, LA

Tulane University Stormwater Master Plan
New Orleans, LA

Tulane University Institutional Master Plan
New Orleans, LA

Mirabeau Water Garden
New Orleans, LA

Lafitte Greenway Sustainable Water Design
New Orleans, LA
- AIA Louisiana Merit Award for Master Planning/Urban Design

Louisiana NDR: LA SAFE Resilience Planning
Louisiana (6 parishes)

HUD National Disaster Resilience Competition
City of New Orleans
- AIA Louisiana Merit Award

State of Louisiana
State of Connecticut
Commonwealth of Virginia

Greater New Orleans Urban Water Plan
Metro New Orleans, LA
- National Planning Excellence Award, Environmental Planning, American Planning Association
- AIA Louisiana Merit Award

Dutch Dialogues New Orleans
New Orleans, LA
- AIA Louisiana Honor Award for Master Planning/Urban Design

Jefferson Parish Smart Growth Plan
Metairie, LA and Gretna, LA

St. Bernard Parish Integrated Water Resources Management Plan
St. Bernard Parish, LA

Old Arabi Revitalization Plan
Arabi, LA

St. Bernard Parish Post-Katrina Framework Plan
St. Bernard Parish, LA
- AIA Louisiana Merit Award

Lambeth House Wellness & Skilled Nursing
New Orleans, LA
- AIA National, National Design for Aging Merit Award

Academy of the Sacred Heart Arts and Athletics Center
New Orleans, LA
- AIA Louisiana Merit Award

U.S. Custom House Hurricane Katrina Repairs and Alterations
New Orleans, LA
- National Trust for Historic Preservation National Preservation Award

Lex Agnew
Landscape Designer

EDUCATION
MLA, HARVARD GRADUATE SCHOOL OF DESIGN
B.S. ARCHITECTURE, WASHINGTON UNIVERSITY IN ST. LOUIS

Lex is a landscape designer and planner who joined Waggonner and Ball in 2017. He provides expertise in mapping and data analytics, using GIS and parametric software like Grasshopper to visualize underlying patterns that might otherwise go unseen. Lex is involved in a variety of resiliency planning projects, and brings an analytical lens to issues related to flooding, heat, accessibility, health, and socio-economics. With a broad range of experience in landscape, site, and urban design projects at different scales and across the country, Lex is skilled at using mapping to direct resilience planning toward strategies unique to scale, location, and local character.

At Waggonner and Ball, Lex has worked on site analysis and project design in Hampton, Virginia, and participated in a design workshop with a variety of stakeholders and collaborators. He has also participated in other similar workshops and colloquiua in in Houston, Texas and Charleston, South Carolina. Lex also led mapping for planning and strategy reports in the LA SAFE Resilience Plan and the Gentilly Resilience District in New Orleans.

Lex received an undergraduate degree in architecture from Washington University in St. Louis, and a Master's in Landscape Architecture from Harvard's Graduate School of Design. He has researched watershed level design, working for LSU's Coastal Sustainability Studio and the studio Misi-Ziibbi team in the Changing Course competition.

Selected Projects

St. Paul's Blue/Greenway
Norfolk, VA

Resilient Hampton, Phase II
Hampton, VA

Resilient Bridgeport: NDR Pilot
Bridgeport, CT

Dutch Dialogues Charleston
Charleston, SC

Living with Water Houston
Houston, TX

Buffalo Bayou Partnership Lockwood South Development
Houston, TX

Louisiana National Disaster Resilience: LA SAFE Resilience Planning
Louisiana

New Orleans NDR: Gentilly Resilience District
New Orleans, LA

Tulane University Stormwater Master Plan
New Orleans, LA

City Park Hazard Mitigation Grant Program Drainage Improvements
New Orleans, LA

Previous Experience

LSU Coastal Sustainability Studio
Baton Rouge, LA

Studio Misi-Ziibbi Team, Changing Course Competition
Louisiana

moffatt & nichol

Johnny D. Martin, PE

Coastal/Hydraulic Engineer – Water Practice Leader

EDUCATION

MS, Civil Engineering (Water Resources), North Carolina State University, 1997

BS, Civil Engineering, North Carolina State University, 1992

REGISTRATION

Professional Engineer:

North Carolina, #23487, 1998

AFFILIATIONS

Board Member, North Carolina Beach & Inlet Waterway Association

American Water Resources Association

National Council of Examiners for Engineering and Surveying, Water Resources Board

North Carolina American Public Works Association, Water Resources Division

EXPERIENCE

Since 1994, Mr. Martin has been providing coastal, water resources and hydraulic engineering for projects ranging from stormwater management through flood mitigation to large watershed studies. Mr. Martin specializes in hydraulic engineering and numerical modeling of the hydrodynamics of flow in hydraulic systems.

REPRESENTATIVE PROJECT EXPERIENCE

Princeville Periodic Flood Reduction Analysis, Princeville, North Carolina. Senior hydraulic engineer responsible for providing quality review of model development and design documents associated with this project to analyze the Town of Princeville's flood vulnerability as part of the Governor's Hurricane Matthew Disaster Recovery and Resilience Initiative. Moffatt & Nichol developed a complex XPSWMM 1D/2D model of the Tar River, existing levee, bridges and interior drainage system of Princeville. The calibrated model was then used to evaluate various solutions for reducing flooding in the Town, which included concepts such as adding backflow preventers to culverts, plugging ditches, additional levees, bridge extensions and river widening, and a large bypass channel. A backflow preventer has since been installed on one culvert and four ditches have been raised, which the models have shown will provide some flood reduction benefit.

Ohio Creek Neighborhood Transformation National Disaster Resilience Competition (NDRC) Design, Norfolk Virginia. Senior civil/coastal engineer participating in the design of coastal storm surge mitigation and drainage system improvements in Chesterfield Heights, Grandy Village and the adjacent Ohio Creek watershed. The project utilizes a NDRC grant to design and implement a complex project to mitigate flooding due to both coastal storm surge and precipitation (separate or combined events), and the design includes mitigation for Sea Level Rise (SLR) expected to occur over the project's design life.

Saint Roch Drainage Improvements, New Orleans, Louisiana. Senior hydraulic engineer responsible for providing quality review for this City of New Orleans Department of Public Works Green Infrastructure FEMA Hazard Mitigation Grant Program Project to design large-scale subsurface drainage improvements and implement green infrastructure on the surface in a 17-city-block portion of the historic Saint Roch neighborhood to address chronic flooding and improve community livability and resilience.

Coastal Flooding Study and Mitigation Options Development, Norfolk, Virginia. Lead engineer for data collection, vulnerability analyses, and conceptual design of flood mitigation projects. Evaluated the potential for combinations of flood barriers and high-capacity pumps to improve stormwater management and to reduce flood damage. Developed economic benefit-cost methodology to rank and justify flood mitigation projects. Assisted the City with recertification of existing floodwall and modeling/mapping relevant to FEMA flood zone delineation in protected downtown area.

moffatt & nichol

Thomas (Maarten) Kluijver, PE

Resiliency and Coastal Flood Protection

EDUCATION

MSc, Hydraulic Engineering, Delft University of Technology, Netherlands, 2006

BSc, Civil Engineering, Delft University of Technology, Netherlands, 2005

REGISTRATION

Professional Engineer:

Texas, #120418, 2015

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New York, NY 10017

CONTACT

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212.768.7936 (f)

mkluijver@moffattnichol.com

EXPERIENCE

Mr. Kluijver has a broad civil and hydraulic engineering knowledge with a key focus on coastal flood protection, associated system wide hydraulic analyses and numerical modeling. With more than 13 years of experience, Mr. Kluijver has a thorough knowledge of coastal and riverine processes and coastal flood protection, demonstrated through extensive project experience in New York City, the Northeast Atlantic Region, New Orleans, and the Mississippi River Delta. His most recent coastal engineering project portfolio includes studies on sea level rise and flood risk in the New York metropolitan area. These studies are developed to enhance flood protection systems and design a more effective response to increased flood risk due to climate change, while synergistically sustaining and maintaining both natural and built environments.

REPRESENTATIVE PROJECT EXPERIENCE

New York-New Jersey Harbor and Tributaries Feasibility Study, New York, New York. Coastal engineer and project manager for this study to assist USACE New York District to complete engineering analyses and feasibility level designs for storm surge barriers and perimeter flood risk reduction features. M&N developed designs for Coastal Storm Risk Management (CSRM) throughout the study region that include a combination of perimeter-based flood risk reduction features (levees, floodwalls, etc.) and storm surge barrier systems. A storm surge barrier was conceptually designed for an alignment spanning the Verrazzano Narrows. Included maritime traffic analyses, analyses of hydrodynamic modeling results and flood risk, development of a basis of design, conceptual design of navigable passages within the storm surge barriers, navigable gate type evaluations, auxiliary flow gate design and gate type selection, design of perimeter-based flood risk reduction measures, drainage analyses, and recommendations for further study. The end result will be a defined set of study alternatives for which cost and benefits are developed. Benefit-cost ratios are to be evaluated to select which alternative moves into the next phase of design.

South Shore of Staten Island Coastal Storm Risk Management (CSRM), Staten Island, New York. Coastal engineer who coordinated the integration of physical model testing program results into the design of the project. Evaluated performance of seawall and floodwall designs for the south shore of Staten Island and completed design calculations and coastal analyses in support of overall project design. Completed the Levee System Evaluation (LSE) analysis and documented a methodology to complete an LSE in accordance with USACE guidelines to comply with the Code of Federal Regulations (CFR) Section 65.10 and the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program.

Super Storm Sandy Performance Evaluation Reports, Northeast Coast of the United States. Coastal engineer who, as part of the North Atlantic Coast Comprehensive Study (NACCS), evaluated various USACE projects in the Northeast US. Reports were drafted as part of a comprehensive study to address the flood risks of vulnerable coastal populations in areas that were affected by Hurricane Sandy. Summaries included the overall project performance along with project specific discussions regarding non-traditional damages prevented by the project.

Nassau County Back-Bay Coastal Storm Risk Management (CSRM) Feasibility Study, Nassau County, New York. Coastal engineer and project manager for this study to assist USACE New York District to complete engineering analyses and feasibility level designs for storm surge barriers and perimeter flood risk reduction features. This study and its recommendations are a component of the USACE response to the unprecedented destruction and economic damage to Atlantic Ocean coastal communities within Nassau County caused by Hurricane Sandy. M&N developed designs for CSRM throughout the study region that include a combination of perimeter-based flood risk reduction features (coastal dunes, buried seawalls, levees, floodwalls, operable floodgates, etc.) and storm surge barrier systems. Included maritime traffic analyses, analyses of hydrodynamic modeling results and flood risk, development of a preliminary basis of design, conceptual design of storm surge barriers, navigable gate type evaluations, auxiliary flow gate design and gate type selection, design of perimeter-based flood risk reduction measures (floodwalls, levees, seawalls, vehicular gates, etc.), and recommendations for further study.

PIET DIRCKE

GLOBAL LEADER FOR WATER MANAGEMENT & RESILIENCE

Piet Dircke is Water Management expert by training and has 34 years of global working experience (of which 24 years with Arcadis) in urban resiliency, flood protection, water management, waterfront development and climate change adaptation and he is considered a leading global expert in these fields. He presented numerous times at major global conferences, gave hundreds of interviews to leading global magazines and papers (including Rolling Stone, National Geographic, NY Times, Time magazine, Wall Street Journal, Der Stern), and had about fifteen TV appearances including in the recent Emmy Award winning documentary on climate resiliency "The years of living dangerously", directed by Arnold Schwarzenegger and James Cameron.

EXPERIENCE

USA Project Experience

Since Hurricane Katrina hit new Orleans, he was one of the major Dutch representatives in knowledge exchange with USA on flood protection, water management and climate resiliency. In New Orleans he assisted the Us Army Corps of Engineers on the conceptual design of the Inner Harbor Navigational Canal Flood Gates and Alternatives, coordinated the Dutch team for the Dutch Dialogues and the New Orleans Urban Water Plan. In San Francisco he was involved in a number of projects on sea level rise and water front development in the San Francisco Bay and the Bay Delta Area, including Adapting Mission Bay to Rising Tides, on Adaptation strategies for shoreline development in the San Francisco Bay, and the San Francisco Bay Area Transportation Vulnerability and Risk Assessment Pilot for the SF Metropolitan Transportation Commission. In New York he was involved in the Rebuild by Design competition and works on a number of projects on community resiliency, flood protection and waterfront development in Manhattan and Brooklyn. He was advisor on the Feasibility Study for Southern Manhattan (Seaport City) Coastal protection study, and on the VERIZON flood protection program in downtown Manhattan, following the flooding of their offices caused by Hurricane Sandy.

Netherlands Project Experience

As a professor he worked on concepts of multifunctional coastal flood protection using Building with Nature and on and urban water management. He lead initiatives like The Brooklyn- Rotterdam Waterfront Exchange and was co-author and editor on three "Connecting Delta Cities" Books, covering Flood Risk Management and Climate Adaptation Strategies in the Delta Cities of the C40 based CDC Network. From 2009 till 2013 he was the Chairman of Flood Control 2015, a 22 M€ program developing smart flood control systems. In 2014 he was reviewer of the Flood Safety Policy and Procedures of the Dutch Delta Program.

SE Asia Project Experience

In Indonesia he prepared the Master Plan Phase of the Jakarta Coastal Defense Strategy and was member of the End of Project Review team for National Capital Integrated Coastal Development, Jakarta's Giant coastal development plan combining land reclamation and flood protection. He was responsible for the preparation of the TOR of the Delta Plan 2100 for Bangladesh, and he participated in the Myanmar national IWRM Master Plan study. In Thailand he prepared a conceptual plan for Flood Protection and Climate Adaptation combined with Land Reclamation for Bangkok. In Vietnam he advised on the Hanoi Red River Urban Masterplan. In 2018 he was the leader of the RVO scoping mission to Semarang, Indonesia, to identify Dutch funded projects in coastal zone management with Building with Nature methods, combining mangrove restoration and flood protection.

EDUCATION

WUR Wageningen University, The Netherlands, MSc Land & Water Management, 1985

ACADEMIC POSITIONS

Rotterdam University of Applied Sciences, Professor Urban Water Management

AWARDS & AFFILIATIONS

Chairman of the Board Flood Control 2015 Foundation, 2007 -2014

Program Committee Member AIWW Amsterdam 2019

Advisory Board Member Rotterdam Climate Proof Program

Advisory Board Member Knowledge for Climate Program Rotterdam

Steering Committee Member Henry Hudson 2013, New York City

RECENT PUBLICATIONS

Flood Resilient, International Water Power and Dam Construction Magazine, P. Dircke and E. Westerhof, November 2017.

Climate change adaptation; innovative tools and strategies in Delta City Rotterdam, P. Dircke and A. Molenaar, IWA Publishing 2015, Water Practice & Technology Vol 10 No 4, doi: 10.2166/wpt.2015.080

"Building with Nature: in search of resilient storm surge protection strategies", (co-author), Natural Hazards; Journal of the International Society for the Prevention and Mitigation of Natural Hazards, (ISSN 0921-030X),volume 52, August 2012