

June 23, 2020
4:30 p.m.
Conference Call:
1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Waring
2. Approval of Minutes:

May 26, 2020
3. Bids and Purchases
4. Planning/Business Neighborhood Services: Approval to submit a grant application to EDA in the amount of \$100,000 to develop programmatic support, technical assistance, and resilience efforts for women and minority-owned businesses. The application is rolling, however, BSN plans to submit the application by July 1, 2020. There is a recommended 80/20 match. The City match will be in-kind by accounting for the Minority Business Manager’s staff time and fringe benefits during the two-year grant period.
5. Stormwater: Approval to submit a grant application to National Fish and Wildlife Foundation in the amount of \$250,000 to support Final Design & Permitting phases of Barberry Woods Project on Johns Island. The application is due June 25, 2020. A 50/50 match is required. The City match, in the amount of \$250,000, is available from the Drainage Fund.
6. Stormwater: Approval to submit a grant application to National Fish and Wildlife Foundation in the amount of \$125,000 to support preliminary design phase of Longbranch Creek Project. The application is due June 25, 2020. A 50/50 match is required. The City match, in the amount of \$125,000, is available from the Drainage Fund.
7. Fire and Police Department: Approval of a MOA with Charleston County School District to use CCSD facilities to stage personnel and equipment during natural disasters and other declared emergencies.
8. Fire Department: Approval of a MOU between CFD and FBI regarding provision of Emergency Medical Services.
9. Police Department: Approval to submit the 2020 Paul Coverdell Forensic Science Grant for \$55,500 that will be used to purchase a ballistics tank and remote firing stand for the Forensics Services Division. This grant is due on June 19, 2020. There is no match required for this grant.
10. Parks-Capital Projects (Stormwater): Approval of Low Battery Seawall Repairs-Phase II Fee

Amendment #6 in the amount of \$284,944.25 with Johnson, Mirmiran and Thompson, Inc. for design and plan preparation services for bidding Phase II of the Low Battery Seawall Repairs project. Approval of Fee Amendment #6 will increase the professional services contract by \$284,944.25 (from \$1,594,906.80 to \$1,879,851.05). The funding sources for this project are: Hospitality Funds (\$15,087,957.53), Municipal Accommodations Tax Funds (\$15,548,816), and Charleston County Accommodations Tax Fees (\$400,000).

11. Parks-Capital Projects: Approval to convert Daniel Island Recreation Center P157075 from a Purchase Order to a Professional Services Contract with S&ME in the amount of \$41,061.25 for special inspections and testing due to the PO (original amount \$29,400) needing to be increased by \$11,661.25 due to an increased number of concrete inspections resulting from small concrete pours and additional steel welding inspections since the pre-engineered steel building plans were not available at the time of inspection. Approval of the professional services contract will obligate \$11,661.25 of the \$10,813,843.85 project budget. Funding sources for this project are: Land Sales (\$948,000), SC Sports Development Grant (\$52,125), 2018 GO Bond (\$9,813,718.85).
12. Stormwater: Approval of an emergency repair of a brick arch failure on Liberty Street of approximately 100 linear feet with Palmetto Gunitite Construction Company, Inc., in the amount of \$221,309.20. Palmetto Gunitite replaced arch, installed manholes, and connected roadside drainage inlets, PO Box 388, Ravenel, SC 29470; Drainage Funds. This is an after-the-fact approval of an emergency repair.
13. **The Committee on Real Estate (Meeting was held on Monday, June 22, 2020 at 3:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)**
 - a. Approval of a Memorandum of Agreement between the City of Charleston and Kids on Point to utilize the recreation space in St. Julian Devine Community Center during the month of July 2020. (1 Cooper Street)
 - b. Request authorization for the Mayor to execute a Resolution approving the Greenbelt application to Charleston County for funding the purchase of approximately 11.25 acres (portion of TMS No. 279-00-00-059) on Johns Island, South Carolina, commonly known as the Ross tract. City Council previously approved the application at a meeting held on February 11, 2020.
 - c. Approval of a Memorandum of Understanding between the City of Charleston, the Lowcountry Land Trust, Inc., and Angel Oak Park, LLC wherein the City agrees to construct a surface parking lot to serve the City's Angel Oak park on land that will be deeded to the City by the Low Country Land Trust, LLC and the Angel Oak Park, LLC as more fully stated in Exhibit A attached hereto.
 - d. Consider the following annexations:
 - (i) 1720 Pinecrest Road (TMS# 351-12-00-038) 0.22 acre, West Ashley (District 9). The property is owned by Elizabeth White.

(ii) 2118 and 2120 Saint James Drive (TMS# 343-02-00-072) 0.23 acre, James Island (District 11). The property is owned by Claire Witbeck.

(iii) Savannah Highway (TMS# 307-05-00-015) approx. 6.68 acres, West Ashley (District 5). The property is owned by John McLeod Bradham et al.

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

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor



FROM: Matt Fountain DEPT. Stormwater

SUBJECT: BLOCKAGE IN ARCH AT WEIMS COURT

REQUEST: Approval to repair blockages in the arch at Welms Court by installing manholes with Palmetto Gunite Construction Company, Inc., PO Box 388, Ravenel, SC 29470.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Stormwater</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Procurement Director</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 050345 Account #: 52240

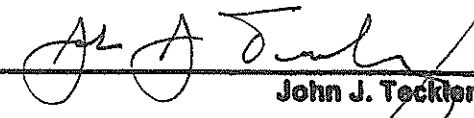
Balance in Account ↓ Amount needed for this item \$49,500.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Drainage Funds

Mayor's Signature: 
John J. Tecklenburg, Mayor

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

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Department of Stormwater Management

PRODUCT: Installation of a manhole over a brick arch: Weims court

REQUISITION NUMBER:

VENDOR: Palmetto Gunitite Construction Co., Inc

DATE: 4-17-20

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

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

Palmetto Gunitite is the only company we have found with experience installing manholes in the arches and repairing the brick arches. City staff and Palmetto Gunitite developed the standard detail and procedure for this work.

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

The use of shotcrete or Gunitite has proven effective for brick arch repair. The work to stabilize a 180+ year old brick arch structure is extremely specialized and unusual. Palmetto Gunitite is the only local company that has this expertise.

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

 YES or NO X

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

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

The shotcrete or Gunitite repair is the only proven, effective approach for repairing brick arches. Palmetto Gunitite is the only local firm with the knowledge and expertise to successfully perform this repair.

SIGNATURE



Matthew Fountain, P.E., P.G.

TITLE Director, Dept. of Stormwater Management



Reply To:

- P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227
- P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

PROPOSAL

June 9, 2020

Attn: Frank Newham
 City of Charleston
 Department of Public Service
 2 George Street, 2nd Floor
 Charleston, SC 29401

Subject: Manhole Installations at Wiems Court, Charleston, SC

Gentlemen:

We are pleased to submit our proposal for the installation of a new manhole at the existing brick arch at the referenced location including the furnishing of all material, equipment, labor and supervision, as required to accomplish the work, as follows:

Scope of Work:

We will install two new manholes with drain grate covers at the existing brick arch at the referenced location.

Payment:

Payment shall be in full upon completion in the amount of \$ 49,500.00

Basis of Proposal:

- 1) We shall be provided the following goods/services at no cost to us:
 - A) Free ingress/egress to the site until our work is completed;
 - B) Any federal, state or location permits that may be required for this work.

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted , 20....

PALMETTO GUNITE CONSTRUCTION CO., INC.

By.....

By

Approved:



Reply To:

- P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227
- P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

PROPOSAL

- 2) All Shotcrete will be installed in accordance with A.C.I. 506.2, "Specifications for Materials, Proportioning, and Application of Shotcrete".
- 3) All excavated areas shall be back filled with flow-able fill to the required elevation.
- 4) We shall provide 2" SCDOT approved Type I asphalt at areas disturbed by the excavation.
- 5) All work shall be performed in accordance with the above scope and the city's existing Standard Brick Arch Repair detail. (attached)
- 6) We will follow all PPE measures and confined space entry procedures as set forth by federal and state laws.
- 7) We will provide traffic control, barricades, signage as necessary to perform this work.
- 8) Payment shall be made within 10 days of date of invoice. If payment is not received as stipulated and cost is incurred in relation to the collection of said funds, the recipient of this proposal agrees to pay all collection costs, including attorney's fees and interest at current rates. No retainage will be held.
- 9) If any part of this proposal is unclear or if you have any questions please contact Tommy Hendricks at (843)-889-2227.

Insurance:

It is understood and agreed that we will furnish workman's compensation, public liability, and property damage insurance and pay social security on all employees on our payroll to comply with Federal and State laws.

Respectfully Submitted

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted , 20 ..

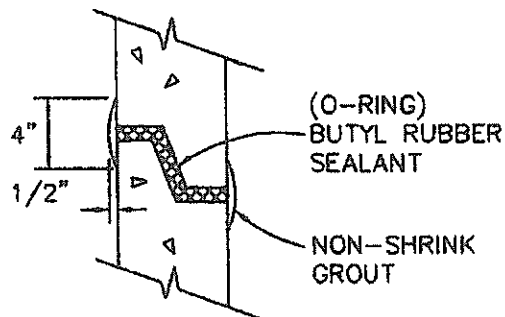
PALMETTO GUNITE CONSTRUCTION CO., INC.

By.....

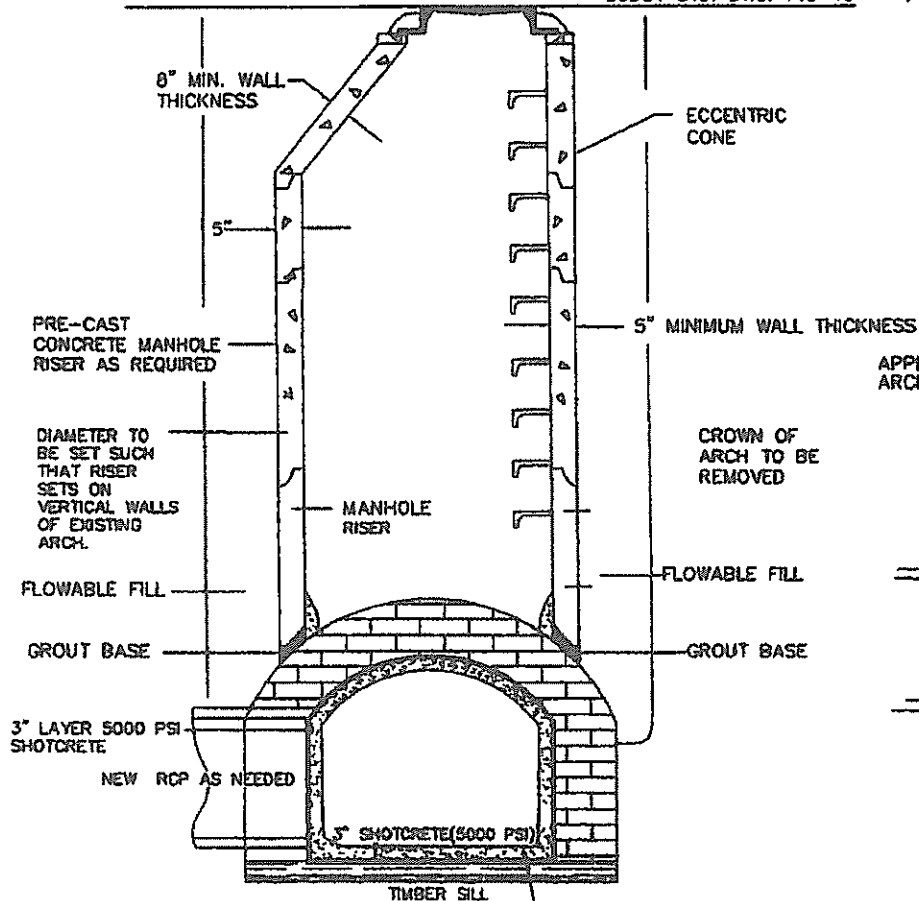
By.....

Approved:.....

MANHOLE STEPS PER
SCDOT STD. DWG. 719-18

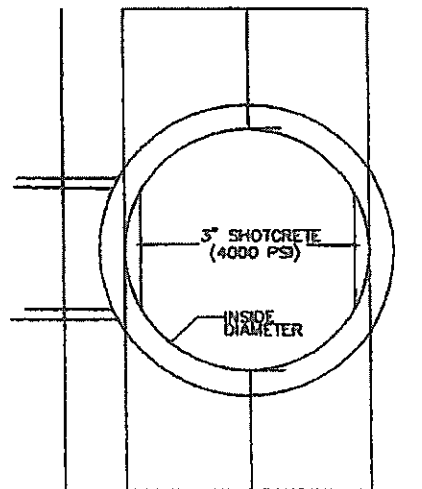


JOINT DETAIL



ELEVATION

APPLY 3" SHOTCRETE(5000 PSI) ON CLEANED BRICK
ARCH 5" ON EACH SIDE OF CONSTRUCTION.



PLAN VIEW

SHOTCRETE TO BE APPLIED OVER A 2x2 - W1.4x1.4 GALVANIZED WWF LAPPED 6"
AT SPLICES. WIRE SHOULD BE CENTERED WITHIN 3" THICKNESS.

NOTE:

- 1) BRICK ARCH SHALL BE CLEANED AND ALL SEDIMENT AND/OR DEBRIS TO BE REMOVED PRIOR TO SHOTCRETE APPLICATION
- 2) WELDED WIRE FRABRIC SHALL BE ANCHORED TO BRICK ARCH

STANDARD BRICK ARCH REPAIR DETAIL

Department of Public Service
ENGINEERING DIVISION
CITY OF CHARLESTON, SOUTH CAROLINA
75 CALHOUN ST. CHARLESTON, SC 29401-3506

DRAWN BY: JAM

APPROVED
BY: MC

SCALE: N.T.S

DATE: 10/19/04

DETAIL No.

REVISED
DATE:

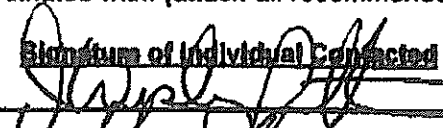

SHEET No. 1 of 1

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: GETAC MOBILE DATA TERMINALS (MDT'S)
REQUEST: APPROVAL TO PURCHASE GETAC MDT'S FROM NEWCOM FOR POLICE DEPARTMENT VEHICLES. TIPS CONTRACT #200105.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: IT Account #: 062020-52740

Balance in Account ~~X~~ Lease-Purchase ~~X~~ Amount needed for this item \$94,012.50 *all*

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

NOTES: Provides thirty (30) Mobile Data Terminals (MDT's/semi-rugged laptops) for Police vehicles to replace existing, aged and failing units. LEASE-PURCHASE.

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

FISCAL IMPACT: 2020 Lease Purchase Funds

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

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Quote

Ship To Name City of Charleston Dept of Information Technology
 Ship To 2 George St
 Charleston, SC 29401

Quote Number 00004480
 Quote Name Charleston - Budgetary Quote - S410
 Created Date 6/8/2020
 Expiration Date 6/30/2020
 Prepared By Kristine Loomer
 Email kristine@newcomglobal.com

Terms

Payment Terms Net 30
 NOTE: Actual shipping costs will be added to the invoice
 Notes TIPS CONTRACT #200105

Shipping Method FedEx
 Shipping Terms Ground

Item Pricing

Quantity	Product Code	Product	Product Description	Sales Price	Line Total
30.00	S410	Getac Laptop	S410 G2 - I7-8550U, 14" (NO WEBCAM), WIN10 64+8GB, 128GB SSD, SR LCD+TS, BACKLIT KB+ NON-FIPS CROSSMATCH FINGERPRINT READER, WIFI+BT+GPS+GOBI+PASSTHRU, SD CARD READER, TPM 2.0, -21C, IP52, 3 YR LTD WARRANTY	\$2,875.00	\$86,250.00

Subtotal	\$86,250.00
Total Price	\$86,250.00
Tax	\$7,762.50
Grand Total	\$94,012.50


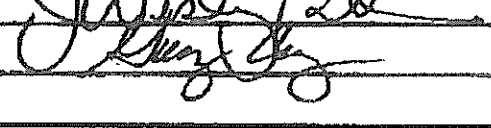
If you would like to proceed with the order, please sign below and email/fax back to our office along with a purchase order To accept this quotation, sign here and return:

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree **DEPT.** Information Technology
SUBJECT: CISCO SECURITY ENTERPRISE AGREEMENT
REQUEST: APPROVAL OF ANNUAL MAINTENANCE AGREEMENT RENEWAL WITH CISCO SYSTEMS FROM INTERNETWORK ENGINEERING TO PROVIDE MAINTENANCE FOR ALL CITY NETWORK SECURITY SYSTEMS. STATE CONTRACT # 4400016103.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

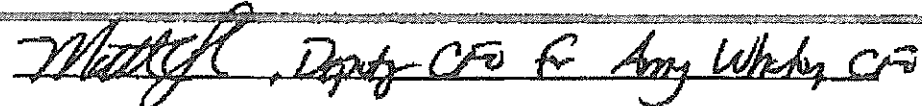
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: IT Account #: 161000-52206

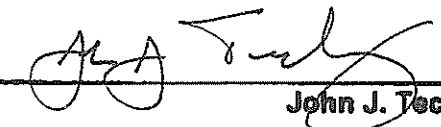
Balance in Account \$1,734,870.10 Amount needed for this item \$52,833.13 ✓

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

NOTES: Provides hardware and software maintenance, support, replacement, and licensing renewal for the City's Cisco Security Systems – firewalls, multi-factor authentication and access control. This agreement switches from an individual year-by-year renewal to a 5-year agreement that will save the City approximately \$20,000 in total costs over the 5-year period. Annual cost is \$52,833.13 (\$48,470.76+tax) for a total 5-year cost of \$264,165.65 (\$242,353.80+tax).

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

FISCAL IMPACT:

Mayor's Signature:  John J. Tecklenburg, Mayor

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since 1996

13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277
IP Phone: 704.540.5800 | Fax: 704.541.0859 | <http://www.ineteng.com>

May 16, 2020
Customer's Address:

City of Charleston
2 George Street, Suite 2800
Charleston, SC 29403
Attn: Ivan Torres
Phone: (843) 724-7183
Fax: (843) 988-4078
it@cityofcharleston-sc.gov

QUOTATION#QT-000023235-1
Please reference quote number on PO
Please make purchase order to:
Internetwork Engineering
13777 Ballantyne Corp. Place
Suite 305
Charlotte, NC 28277
If you have any questions concerning this quote please contact
Client Services Account Manager
Lorena Dabbs Ryan Jenkins
704-943-6600 704-943-6642
clientervices@ineteng.com rljenkins@ineteng.com

SUBJECT: City of Charleston - Security EA No AMP

ITEM #	PART #	DESCRIPTION	PAYMENT		QTY.	UNIT	MONTHLY LIST PRICE	MONTHLY UNIT PRICE	PYMNT TERM EXT PRICE	FULL-TERM EXT PRICE
			TERM	TERM						
Subscription items:										
ELA2-M										
1	ELA2-M	Cisco EA BUNDLE	Annual	60	1		\$0.00	\$0.00	\$0.00	\$0.00
2	E2F-SEC-DUO-ACS	Cisco Duo Access Suite	Annual	60	1		\$0.00	\$0.00	\$0.00	\$0.00
3	E2SF-DUO-ACCESS	EA Choice - Duo Access Edition	Annual	60	250	User	\$5.10	\$4.38	\$13,140.00	\$85,700.00
4	SVS-EA2-DUO-SUP-B	BASIC SUPPORT FOR DUO	Annual	60	1	Each	\$0.00	\$0.00	\$0.00	\$0.00
5	E2F-SEC-ISE	Cisco EA 2.0 Choice - Security Suites- ISE	Annual	60	1		\$0.00	\$0.00	\$0.00	\$0.00
6	E2SF-I-ISE-APEX-10	Security EA 2.0 Choice ISE Apex License 10pk	Annual	60	100	Each	\$2.81	\$1.07	\$1,264.00	\$8,420.00
7	E2SF-I-ISE-BASE-10	Security EA 2.0 Choice ISE Base License 10pk	Annual	60	10	Each	\$45.00	\$0.32	\$38.40	\$102.00
8	E2SF-I-ISE-PLUS-10	Security EA 2.0 Choice ISE Plus License 10pk	Annual	60	100	Each	\$3.48	\$1.44	\$1,728.00	\$8,640.00
9	SVS-EA2-CISE-SUP-B	BASIC SUPPORT FOR IDENTITY SERVICES ENGINE	Annual	60	1	Event	\$0.00	\$0.00	\$0.00	\$0.00
10	E2F-SEC-NGFW	Cisco EA 2.0 Choice - Security Suites- NGFW	Annual	60	1		\$0.00	\$0.00	\$0.00	\$0.00
11	E2SF-F-FPR2130T	Sec EA 2.0 Choice FPR2130 Threat Defense Threat, Malware, URL	Annual	60	2	Each	\$888.88	\$358.97	\$8,587.28	\$42,836.40
12	SVS-EA2-NGFW-SUP-B	BASIC SUPPORT FOR NEXT-GEN FIREWALL	Annual	60	1	Event	\$0.00	\$0.00	\$0.00	\$0.00
13	E2F-SEC-UMB	Cisco EA 2.0 - Security Suites- Umbrella	Annual	60	1		\$0.00	\$0.00	\$0.00	\$0.00
14	E2SF-U-INSIGHTS	Sec EA 2.0 Choice Umbrella Insights	Annual	60	1400	Each	\$2.75	\$1.13	\$18,884.00	\$94,920.00
15	SVS-UMBEA-SUPT-G	Umbrella and CloudLock EA Support - Enhanced	Annual	60	1		\$577.50	\$384.09	\$4,728.08	\$23,845.40
Sub-Total									\$48,470.78	\$242,353.60

This quote incorporates the Cisco Enterprise License Agreement Program End User Terms and Conditions.

Cisco Link to Terms:
<https://www.cisco.com/c/dam/en/us/products/so/2018/2/Collateral/End-user-program-terms.pdf>

The subscription line items above are part of a multi-year license agreement. Subject to Section 3 of the Subscription Terms of Confirmation, the license subscription is non-cancellable prior to the subscription termination date. Customer agrees to pay all license fees in full for the duration of the multi-year license term, in annual installments, regardless of additional purchase orders that may be issued and notwithstanding the inability of Customer to appropriate adequate funding for such license fees over the term of the multi-year agreement.

State of SC Contract# 4400018103

Please include the contract number referenced above on any order authorization or Purchase Order you submit related to this goods and services shown above.

Note: By request, this quote does not include IE Professional Services.

If you would like assistance in implementing this solution, please contact your IE Account Manager immediately for a services estimate.

Total Investment **\$242,353.60**
Plus Tax and/or Shipping

DELIVERY: FOB: Shipping Point
TERMS: NET 30
QUOTATION FIRM FOR: 30 DAYS

CUSTOMER'S SIGNATURE

Please Print Name & Title Below

SUBSCRIPTION TERMS CONFIRMATION

THIS CONFIRMATION is effective as of May 15, 2020 by and between Internetnetwork Services Incorporated d/b/a Internetnetwork Engineering ("Provider"), and the customer identified below ("Customer"). This Confirmation is made and delivered in connection with the product or service quotation identified below (the "Quote"), the terms of which Quote are subject to the underlying agreement identified below (the "Underlying Agreement").

Customer:	City of Charleston
Quotation Number/Description:	QT-000023236-1 Security EA No AMP
Underlying Agreements:	<input type="checkbox"/> Open Account Agreement <input type="checkbox"/> Master Services Agreement <input type="checkbox"/> OnDemand Agreement <input checked="" type="checkbox"/> Other: Cisco Network Contract 4400014170

Provider and Customer hereby agree as follows with respect to the Quote:

1. The Quote referenced above includes Provider and third party subscription-based products or services ("Subscription Products") as well as additional prepaid services (e.g. original equipment manufacturer maintenance services) that are not subscription services ("Other Services"). Provider's terms of sale for Subscription Products allow for payment of any corresponding subscription fees over the term specified in the Quote. The Subscription Products are non-cancellable for the duration of the subscription term set forth in the Quote. The subscription term is subject to renewal at the conclusion of the then-current term. The Underlying Agreement may be between Customer and Provider, or it may be between Customer and a third party where Provider provides certain services on behalf of such third party.
2. Notwithstanding any provision to the contrary contained in the Quote [other than Section 3 which shall control over the terms of this Section 2], the Underlying Agreement, or any other agreement under which the Subscription Products and Other Services are purchased by or provided to Customer (collectively, the "Agreements"), it is agreed by the parties that: (i) Provider may assign its rights to all payments relating to the Subscription Products and Other Services set forth in the chart beneath Section 5 ("Payments"), any applicable late charges, and all other amounts payable hereunder, together with Provider's other rights and remedies hereunder relating thereto (collectively, the "Assigned Rights"), to its finance partner ("Assignee") and, upon Provider's written notice of such assignment to Customer, such Assignee may thereafter invoice Customer for the Assigned Payments payable under the Agreements; (ii) upon such assignment (the "Assignment"), Customer shall make all Assigned Payments to Assignee in accordance with these provisions; (iii) if any Assigned Payment is not paid within 15 calendar days of its due date, Customer shall, to the extent permitted by law, pay upon Provider's or its Assignee's demand, a late charge at the rate of 14% per annum on the amount then due and payable, from the due date thereof until such amount is paid in full (but in no event exceeding the highest late charge permitted by applicable law); (iv) Customer also agrees to pay (A) all applicable sales, use, property and other taxes related to the Subscription Products and Other Services, any of the Agreements, or the Assigned Payments, and (B) all costs of collection of any Assigned Payments and any other amounts due and payable hereunder, including reasonable attorneys' fees and expenses incurred in collecting such amounts; [(v) Customer agrees not to assert



against any Assignee any defense, offset or counterclaim that Customer may have against Provider or any other party;] (vi) Assignee shall not have any obligation or responsibility to Customer pursuant to any of the Agreements, and the Assignment shall not relieve Provider or any other party of any of its obligations under any of the Agreements; [(vii) [EXCEPT AS PROVIDED IN SECTION 3,] CUSTOMER AGREES THAT ITS OBLIGATION TO PAY ALL ASSIGNED PAYMENTS WHEN DUE HEREUNDER IS ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY DEFENSE, SET-OFF, COUNTERCLAIM, INTERRUPTION, ABATEMENT, REDUCTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER;] (viii) except as provided in Section 3, if Customer does not make any Assigned Payment when due, and such failure continues for 15 calendar days or more, or if Customer materially breaches any of its obligations under this Sales Agreement or any of the other Agreements, or any other agreement with or assigned to Assignee, then, upon the demand of Provider or its Assignee, Customer shall pay to Provider or its Assignee an amount equal to the sum of all Assigned Payments then due hereunder, and all Assigned Payments to become due in the future hereunder, and Provider or its Assignee shall have the right to terminate Customer's right to use and receive the Subscription Products and other Services pursuant to the Agreements, without liability to Customer, upon at least 10 days prior written notice to Customer; [and (ix) to secure the payment of Customer's obligations hereunder, Customer grants Provider and its Assignee a purchase money security interest in all of Customer's rights now existing and hereafter arising in and to the Subscription Products, Other Services, and the Agreements]. Each of the foregoing remedies shall be cumulative and in addition to any other remedy otherwise available to Provider or Assignee, at law or in equity, including the right to seek specific performance or other injunctive relief to enforce the terms of this Sales Agreement. Subject to the immediately following sentence, Customer shall not merge or consolidate with any other corporation or entity, or sell, lease or dispose of all or substantially all of its assets without providing prior written notice to Assignee [, with such consent not to be unreasonably withheld], but in no event shall Customer merge or consolidate with any other corporation or entity listed on any United States government watch list (e.g., OLFAC, etc), without Assignee's prior written consent. If Customer is a federal, state, or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision (collectively, "Governmental Authority"), nothing contained herein shall prohibit or restrict a reorganization or consolidation of Customer incident to a lawful statute, governmental regulation, or local ordinance. Assignee is an intended third-party beneficiary of the Agreements and is therefore entitled to enforce the terms of the Agreements and the Assigned Rights directly against Customer. Customer agrees that notwithstanding anything in the Agreements, Assignee may at any time and without notice further assign the Assigned Payments and the Assigned Rights, in whole or in part, and Customer may not assign or transfer any of its rights, duties or obligations relating to the Assigned Payments or and the Assigned Rights without Assignee's prior written consent, which consent may be subject to conditions. No express or implied waiver of any default by Customer shall constitute a waiver of Provider's or Assignee's other rights under the Agreements. The foregoing payment terms shall be governed by and construed under the internal laws of the [State of South Carolina], and [, to the extent permitted by applicable law,] the parties waive any right to demand a jury trial in any action or proceeding instituted in connection such payment terms.

3. Notwithstanding any other provision of this Confirmation, if (and only if) Customer is a Governmental Authority and funds for the continued fulfillment of this Confirmation or the Underlying Agreement by Customer are at any time not forthcoming or are insufficient, through failure of any other Governmental Authority to appropriate funds or otherwise, then Customer will have the right conditioned on the requirements below to terminate the Underlying Agreement and its payment

obligations thereunder and hereunder at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. Customer will: provide at least ninety (90) days advance written notice of such non-appropriation; certify in writing that sufficient funds were not appropriated and that all funds legally available for payment of the subscription obligation beyond the current annual term have been exhausted; and finally provide such other information and assistance as may be reasonably requested by Provider in terminating the subscription rights and complying with the requirements of any associated third-party provider. Customer will at all times use its best efforts to ensure appropriated funds are available.

4. The Underlying Agreement is hereby amended to incorporate the terms of Sections 1, 2, 3, and 6 which Sections shall supersede inconsistent or conflicting terms in the Underlying Agreement.
5. Any subsequent work order, purchase order, or statement of work that incorporates or implements the Quote shall be subject to the Underlying Agreement and this Confirmation.
6. The total fees for the Subscription Products and Other Services and described above (and as provided in the Quote) shall be payable by Customer in the following installment amounts (each of which is a "Payment" for purposes of Section 2), on the following dates (each, a "Due Date"). All Payments shall be made to Provider when and as agreed, unless otherwise notified in writing by Assignee (as defined above):

<u>Payment Amount</u>	<u>Due Date</u>
\$ 48,470.76	June 15, 2020
\$ 48,470.76	June 15, 2021
\$ 48,470.76	June 15, 2022
\$ 48,470.76	June 15, 2023
\$ 48,470.76	June 15, 2024

SIGNATURE PAGE FOLLOWS



connect. create. manage. people.
**INTERNETWORK
ENGINEERING**

PROVIDER: Internetwork Services Incorporated By: <hr/> Name: <hr/> Title:	CUSTOMER: City of Charleston By: <hr/> Name: <hr/> Title:
---	--

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: PURCHASE OF ESRI ENTERPRISE LICENSE AGREEMENT FOR ARCGIS SOFTWARE.
REQUEST: APPROVAL TO RENEW ESRI ARCGIS ENTERPRISE LICENSING AGREEMENT.
SOLE SOURCE PURCHASE.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: IT/GIS Account #: 162000-52206

Balance in Account \$168,172.08 Amount needed for this item \$115,812.50 ✓

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

NOTES: This renewal of the Enterprise Licensing Agreement (ELA) covers year two of a three-year renewal period to provide GIS licensing resources in support of City operations, to include Police, Fire, Planning, Public Service, Traffic & Transportation and Parks. It consists of three annual payments (2019, 2020, 2021) of \$115,812.50 each.

CFO's Signature: [Signature], Deputy CFO for Long Wharfen, CFO

FISCAL IMPACT:

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

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

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: ArcGIS Enterprise License Agreement

REQUISITION NUMBER: PR202382

VENDOR: Environmental Systems Research Institute, Inc. (ESRI)

DATE: June 23, 2020

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

ESRI ArcGIS is the primary geographic software used by the City of Charleston that is used in most of the City's operations by departments to include Police, Fire, Public Service, Planning and Traffic & Transportation.

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

No. ESRI is the developer of the software and the only source for the renewal of the software Enterprise License Agreement (ELA).

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

ESRI is the developer of the software and the only source for the purchase of the software ELA.

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

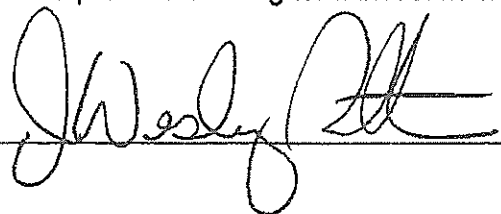
___ YES ___ or NO X

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

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

The ESRI ArcGIS product is a long term investment by the City and this is the renewal of existing licensing.

SIGNATURE



TITLE

CIO



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/01/2020
To: Robert Hauck
Organization: City of Charleston
Information Technology
Fax #: 843-724-3772 **Phone #:** 843-724-3787

From: Jen Clasen
Fax #: 909-307-3083 **Phone #:** 888-377-4575 Ext. 1684
Email: JClasen@esri.com

Number of pages transmitted
(including this cover sheet): 5

Quotation #25962956
Document Date: 06/01/2020

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation

Date: 06/01/2020

Quotation Number: 25962956

Contract Number: SMALL GOVT ELA US

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Jen Clasen

City of Charleston
Information Technology
GIS
P.O. Box 304
CHARLESTON SC 29402
Attn: Robert Hauck
Customer Number: 40125

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
<p>Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet.</p> <p>The annual usage report must include actual license counts by product, licensee, and location.</p> <p>Please return your report via email to ela_usage_reports@esri.com.</p> <p>Thank you in advance for your prompt attention to this matter.</p>				
10	5	153417 ArcGIS Business Analyst Web App Online Term License Start Date: 09/01/2020 End Date: 08/31/2021	50.00	250.00
1010	1	160678 ArcGIS GeoEvent Server Up to Four Cores Term License Start Date: 09/01/2020 End Date: 08/31/2021	6,000.00	6,000.00
2010	1	168181	100000.00	100,000.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Jen Clasen Ext: 1684

[CLASENJ]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1684
Fax #: 909-307-3083

Quotation
Page 2

Date: 06/01/2020

Quotation Number: 25962956

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Populations of 125,001-150,000 Small Government Term Enterprise
License Agreement
Start Date: 09/01/2020
End Date: 08/31/2021

Item Subtotal	106,250.00
Estimated Taxes	22.50
Total	USD 106,272.50

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3



esri

380 New York Street
Redlands, CA 92373
Phone: 888-377-4575/1884
Fax #: 909-307-3083

Quotation

Page 3

Date: 06/01/2020

Quotation Number: 25962956

Contract Number: SMALL GOVT ELA US

Item Qty Material#

Unit Price

Extended Price

Renewal Options:

- Online: Renew through My Esri site at <https://my.esri.com>
 - Credit Card
 - Purchase Order
 - Email Authorization

- Email or Fax: Email Authorization, Purchase Order or signed quote to:
 - Fax: 909-307-3083
 - Email: service@esri.com

Requests via email or signed quote indicate that you are authorized to obligate funds for your organization and your organization does not require a purchase order.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy GSA, BPA) on your ordering document.

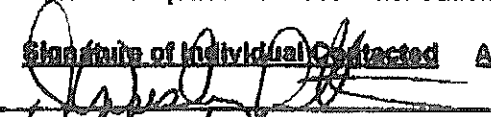

[CLASENJ]

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree **DEPT.** Information Technology
SUBJECT: CISCO FIREWALLS
REQUEST: APPROVAL OF PURCHASE OF CISCO FIREWALL SYSTEMS (X2) FROM INTERNETWORK ENGINEERING (VENDOR) FOR IMPROVED CYBER SECURITY OF CITY DATA CENTER. STATE CONTRACT # 4400016103.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Information Technology	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: IT Account #: 161000-58020
161000-52206


Balance in Account	\$243,250.00	Amount needed for this item	\$58,587.72	✓
	<u>\$1,734,870.10</u>		<u>\$25,300.00</u>	✓

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

NOTES: Provides two additional firewalls for enhanced cyber security for the City's main Data Center that houses all City core server and communications systems. This is critical for ensuring ongoing and enhanced protection against increased cyber-attacks.

CFO's Signature:  Deputy CFO for Amy Whelan, 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.



people connecting people
**INTERNETWORK
ENGINEERING**

since 1996

13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277

IP Phone: 704.540.5800 | Fax: 704.541.0059 | <http://www.ineteng.com>

June 02, 2020

Customer's Address:

City of Charleston

2 George Street, Suite 2800
Charleston, SC 29403

Attn: Ivan Torres

Phone: (843) 724-7183

Fax: (843) 965-4078

torresiv@charleston-sc.gov

QUOTATION#QT-000023517-2

Please reference quote number on PO.

Please make purchase order to

Internet Network Engineering

13777 Ballantyne Corp. Place

Suite 305

Charlotte, NC 28277

If you have any questions concerning this quote please contact

Client Services

Loretta Dabbs

704-943-5800

clientservices@ineteng.com

Account Manager

Ryan Jenkins

704-943-5842

rdjenkins@ineteng.com

SUBJECT: City of Charleston - DC Firewalls

ITEM #	PART #	DESCRIPTION	QTY.	LIST PRICE	UNIT PRICE	EXTENDED PRICE	
FPR2130-NGFW-K9							
1	FPR2130-NGFW-K9	Cisco Firepower 2130 NGFW Appliance, 1U, 1 x NetMod Bay	2	\$29,995.00	\$17,397.10	\$34,794.20	
2	CON-SNT-FPR2130W	SNTC-BX5XNBD Cisco Firepower 2130 NGFW Appliance, 1U,	2	\$2,400.00	\$2,112.00	\$4,224.00	
3	FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply	2	\$2,500.00	\$1,450.00	\$2,900.00	
4	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	4	\$0.00	\$0.00	\$0.00	
5	SF-F2K-TD6.3-K9	Cisco Firepower Threat Defense software v6.3 for FPR2100	2	\$0.00	\$0.00	\$0.00	
6	FPR2K-SSD200	Firepower 2000 Series SSD for FPR-2130/2140	2	\$0.00	\$0.00	\$0.00	
7	FPR2K-SLIDE-RAILS	Firepower 2000 Slide Rail Kit	2	\$0.00	\$0.00	\$0.00	
8	FPR2K-NM-BLANK	Firepower 2000 Series Network Module Blank Slot Cover	2	\$0.00	\$0.00	\$0.00	
9	FPR2K-FAN	Firepower 2000 Series Fan Tray	2	\$0.00	\$0.00	\$0.00	
10	FPR2K-PWR-AC-400	Firepower 2000 Series 400W AC Power Supply	2	\$0.00	\$0.00	\$0.00	
11	FPR2K-SSD-BBLKD	Firepower 2000 Series SSD Slot Carrier	2	\$0.00	\$0.00	\$0.00	
12	FPR2130T-TM	Cisco FPR2130 Threat Defense Threat and Malware License	2	\$0.00	\$0.00	\$0.00	
13	L-FPR2130T-TM-1Y	Cisco FPR2130 Threat Defense Threat and Malware 1Y Subs	2	\$10,200.00	\$5,916.00	\$11,832.00	
						Sub-Total	\$53,750.20
Training Credits							
14	TRN-CLC-001	100 Training credit. Expires in 1 yr. Team Captain required	1		\$10,000.00	\$10,000.00	
						Sub-Total	\$10,000.00
Professional Services							
15	INST-DII-EXPANDED	Expanded DII Work Performed by Cisco Partner	34	\$500.00	\$450.00	\$15,300.00	
						Sub-Total	\$15,300.00
Tax Estimate							
16	Order Notes	Tax Estimate 9%				\$4,837.52	
						Sub-Total	\$4,837.52

State of SC Contract# 4400015103

Please include the contract number referenced above on any order authorization or Purchase Order you submit related to this goods and services shown above.

Note: By request, this quote does not include IE Professional Services.

If you would like assistance in implementing this solution, please contact your IE Account Manager immediately for a services estimate.

Total Investment: **\$83,887.72**

Plus Tax and/or Shipping

DELIVERY: FOB Shipping Point
TERMS: NET 30
QUOTATION FIRM FOR: 30 DAYS

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matthew Fountain DEPT. Stormwater

SUBJECT: 2020 FREIGHTLINER 114SD 6X4 CHASSIS WITH NEW VAC-CON TITAN SEWER TRUCK

REQUEST: Approval to purchase a 2020 Freightliner 114SD 6x4 Chassis with new Vac-Con Titan Sewer Truck from Southern Vac, 1520 Pineview Rd., Columbia, SC 29209. Sourcewell Contract #122017

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Stormwater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Has seen</u>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Doug Cooper</u>	<input type="checkbox"/>

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 \$272,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Matthew R. Deputy CFO for Amy White, CFO

FISCAL IMPACT: 2020 Lease Purchase

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

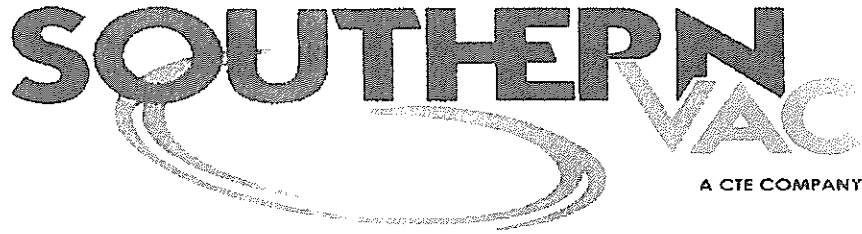
ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Titan
VAC·CON

BIG POWER, LITTLE NOISE.
DUAL ENGINE COMBINATION MACHINE



VAC·CON
MORE TO YOU



1520 Pineview Rd.
Columbia, SC 29209
Phone (803) 358-0221, (888) 856-3556
Fax (803) 358-0431

Sourcewell
Contract:
122017-AMI/VAC

June 10, 2020

City of Charleston
Attn: Kendrick Swinton
2150 Milford Street
Charleston, SC 29401

Mr. Kendrick Swinton,

Southern Vac is pleased to offer the *City of Charleston* the following quote on a *new Vac-Con Titan Combination Truck under Sourcewell Contract 122017-AMI/VAC*. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (803) 609-9140.

Regards,

Richard Davey



Specifications for: City of Charleston

Model Number: TAQD312E/1500

Main Information

Model	TAQD312E/1500
Blower	AQD Fan Drive for Titan
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Driver's Side, 600' (100) Capacity (Std Pivot)
Jet Rodder Hose	600' x 1" Jet Rodder Hose
Water System	60/3000, GIANT 7000, GM 5.7 GAS 140 HP

Debris Body Options

Qty Description

- 1 A Flat Style Rear Door ilo Dome Style Door Including Hydraulic Opener will be Provided
- 1 Gravity Drain System; plumbing to gate valve at mid-passenger side of unit, allowing return of liquids to the manhole
- 1 Rear Splash Shield - Rear Flange Mounted
- 1 Stainless Steel Float and Debris Level Indicator

Water System Options

Qty Description

- 1 1/4 turn ball valve water drain (cannot choose both 2-1/2" gate valve and 1/4 turn ball valve, only choose one)
- 1 50' Capacity Retractable Handgun Hose Reel
- 1 Air Purge System
- 1 Electronic Titan Style Water Level Gauge
- 1 Hydroexcavation Pkg Inc- 50' Handgun Hose Reel w/ 1/2" hose 72" X 1/2" Sch. 80 QD Lance w single Fwd Spray Nozzle, Storage Tubes for Lances Heavy Duty Unloader Valve Main Control Ball Valve Variable Flow Valve
- 1 Upgrade ball valves 1 1/2" plumbing + heavy duty ball valves
- 1 Variable Flow Valve (Valve Only) nozzles required

Hose Reel Options

Qty Description

- 1 Power Guide "Reel Power" level wind guide

Misc Machine Options

Qty Description

- 1 12VDC Auxiliary Hydraulic Pump
- 1 Automatic Lube Kit for Centrifugal Compressor
- 1 Auxiliary Engine Remote Oil Drain
- 1 Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in x 40in with Bin discharge
- 1 Cone Storage Rack - MUST SELECT PLACEMENT BELOW
- 1 Cone Storage Rack Placement - Best Location Vac-Con to select
- 1 Debris Body Power Flush Out System, 8 jets
- 1 Rear Mounted Tow Hooks
- 1 SEGMENTED BOOM ELBOW

Lighting Options

Qty Description

- 1 LED 4 Strobes - (2) front bumper / (2) rear bumper - Whelen 50A03ZCR - Amber
- 1 LED Arrow Board, Rear Debris Tank Door Mounted - Whelen TA1251NF1 Traffic Arrow
- 1 LED Boom Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED Rear Mounted Flood Lights with Limb Guard - Whelen NP6BB Worklight
- 1 LED strobe with Limb Guard, Rear Debris Tank Mounted - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard
- 2 Mirror Mounted LED Beacon/Strobe Light with Limb Guard - Whelen L21HAP LED Beacon with Whelen BGH Branch Guard

Electrical Options

Qty Description

- Omnibus Precision Power System (OPP)-Electronic Controller System-Includes: a color monitor, electronic footage counter, and pressure compensated hydraulics. AVAILABLE: DUAL AND SINGLE ENG MACHINES.
- Remote Control (Wireless): Boom, Vacuum Breaker, Throttle & Debris Body (includes Hi-Dump, if applicable). Does not include remote cable pendant controls for boom or hi dump. Includes Hose Reel In/Out Function
- 1

Misc Accessories

Qty Description

- 1 3-year electrical components warranty service & repair
- 1 Additional year VAC-CON module warranty (2 years total)
- 1 Brigade 360 camera system
- 1 KEG 8 JET FLOOR CLEANER 100122 C (BY SO VAC)
- 1 KEG AQUA POWER 700 100276 (BY SO VAC)
- 1 KEG OMG NOZZLE 100266
- 1 KEG TORPEDO 100031-C (BY SO VAC)

Leader Hose

Qty Description

- 1 1" x 20' Length Leader Hose

Pipe Storage Racks

Qty Description

- 1 Additional Pipe Rack(s), specify any requested locations in comments section, otherwise engineering will place in best available locations.

Tool/Storage Boxes

Qty Description

- 1 Aluminum Storage Box (Additional) Behind Cab 16" x 42" x 96"
- 1 Aluminum Storage Box (Upgrade) Behind Cab in lieu of Standard Steel

Vacuum Tubing

Qty Description

- 1 6' x 8" Aluminum Pipe Extension
- 1 8" Adjustable Air Gap w/quick clamp
- 1 8" Quick Clamp, spare, 680-0015

Paint

Qty Description

- 1 Paint Module: Single-Stage Polyurethane Elite Deep Blue (PPG code: 918377)
- 1 Standard Striping Package - White 692-5204-01

Truck Chassis Information

Pool Truck Chassis Model **Freightliner 114SD 6x4 6600GVWR ISL370 3000RDS** *Pool Trucks are subject to availability.*

Within 5 year span, Southern Vac will offer up to a 50% buyback of truck. In addition, Southern Vac will offer a complimentary loaner (if available) should the truck be down for more than 5 days.

Total Price: \$446,500.00
Vector Trade In: -\$175,000.00

New Total Price: \$271,500.00
***Price good for 30 days**

****ALL APPLICABLE SALES TAX AND FEES ARE NOT INCLUDED IN THE QUOTE****

Customer Signature: _____

Date: _____

Southern Vac Representative: _____

Date: _____



rausch USA

RAVO
EQUIPMENT GROUP

Titan

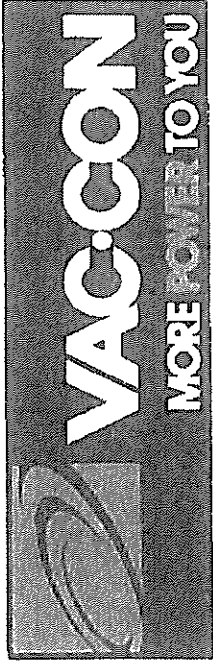
USJETTING

John DEAN

KEG

KWIK





01/24/2020

SOURCEWELL TITAN COMBINATION JET/VACUUM SEWER CLEANER

SOURCEWELL CONTRACT: 122017-AMIVAC

Shipping: SOUTH CAROLINA

Customer: CITY OF CHARLESTON

	Requirement Specification
Combination jet/vacuum sewer cleaner with all standard equipment V312E/1500 (TITAN PACKAGE)	
Freightliner Model 114SD 6 x 4, 66,000 GVWR chassis with 370 hp diesel engine, Allison automatic transmission, and A/C	
Body mounting on Chassis	
Titan Package Including all standard equipment	
Swivel upgrade 1-1/4" rotary union	
AQD Fan drive for Titan	
10' telescoping boom with 8" intake, 6 way hydraulic boom degree and joystick control	
Front mounted articulating to Driver's side hose reel, 600' (1") capacity	
2.5' aluminum intake hose (1 - 3', 2-5', 1-6' and 1-6.5' catch basin nozzle) with locking quick clamps	
Sealed and locking tool boxes	
Zink, PPG paint - line on process, "aircraft-grade" primer	
12 month standard warranty on module	
5# fire extinguisher	
Set of triangles	
5 year centrifugal compressor (fans) warranty	
2 year water pump warranty	

	Requirement Specification
5 year water pump drive warranty	
600' x 1" Jet hose	
60 GPM @ 3000 PSI water pump with smooth continuous flow	
GM Power Solutions International 5.7 Liter 8 cylinder 140HP auxiliary engine	
Gravity drain system; plumbing to gate valve at mid-passenger side of unit	
50' capacity retractable hand gun hose reel	
Air purge system	
Hydro Excavation Package	
Variable flow valve	
Power Guide "Reel Power" level wind guide	
12 VDC auxiliary hydraulic pump	
Automatic lube kit for Centrifugal compressor	
Auxiliary engine remote oil drain	
Rear mounted tow hooks	
LED 4 strobes, 2 front bumper, 2 rear bumper	
LED arrow board	
LED boom mounted flood lights with limb guards	
LED rear mounted flood lights with limb guards	
LED strobe with limb guard, rear mounted	
Two Mirror mounted LED strobes with limb guards	
5 Year warranty and repairs on Omnibus system, pending service inspection and verification of product malfunction. Excludes customer neglect or damage	
Brigade 360 degree camera	

Requirement Specification
Hose reel pay in/out on wireless remote
J Hooks behind front hose reel
KEG 8 jet floor cleaner 100122 C
KEG Aqua Power 700 100276
KEG OMG Nozzle 100266
KEG Torpedo 100031C
1" x 20' leader hose
Additional pipe rack
Aluminum storage box behind cab 16" x 42" 96"
6' x 8" aluminum pipe extension
8" adjustable air gap with quick clamp
8" quick clamp, extra
Within 5 year span, Southern Vac will offer up to a 50% buyback of truck. In addition, Southern Vac will offer a complimentary loaner (if available) should the truck be down for more than 5 days.
Paint: TBA
Safety striping: TBA
Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator
ICC lighting
Hose guide (tiger tail) for hose protection, hydrant wrench, 25' of fill hose
20 gpm @ 600 PSI wash down system with hand gun and 25' of 1/2" hand gun hose
Local dealer pre delivery and inspection
On site customer training
Delivery to customer facility

	Requirement Specification
TOTAL DISCOUNTED CONTRACT PRICE PER UNIT	\$459,277.86
ADDITIONAL DISCOUNT OFFERED BY LOCAL DEALER	(\$12,777.86)
TOTAL PRICE OFFERED TO SOURCEWELL MEMBER	\$446,500.00
TRADE IN: VACTOR UNIT	(\$175,000.00)
TOTAL PRICE AFTER TRADE IN	\$271,500 00

Delivery is _____ Days after receipt of order.

SOURCEWELL CONTRACT NO: 122017-AMIVAC

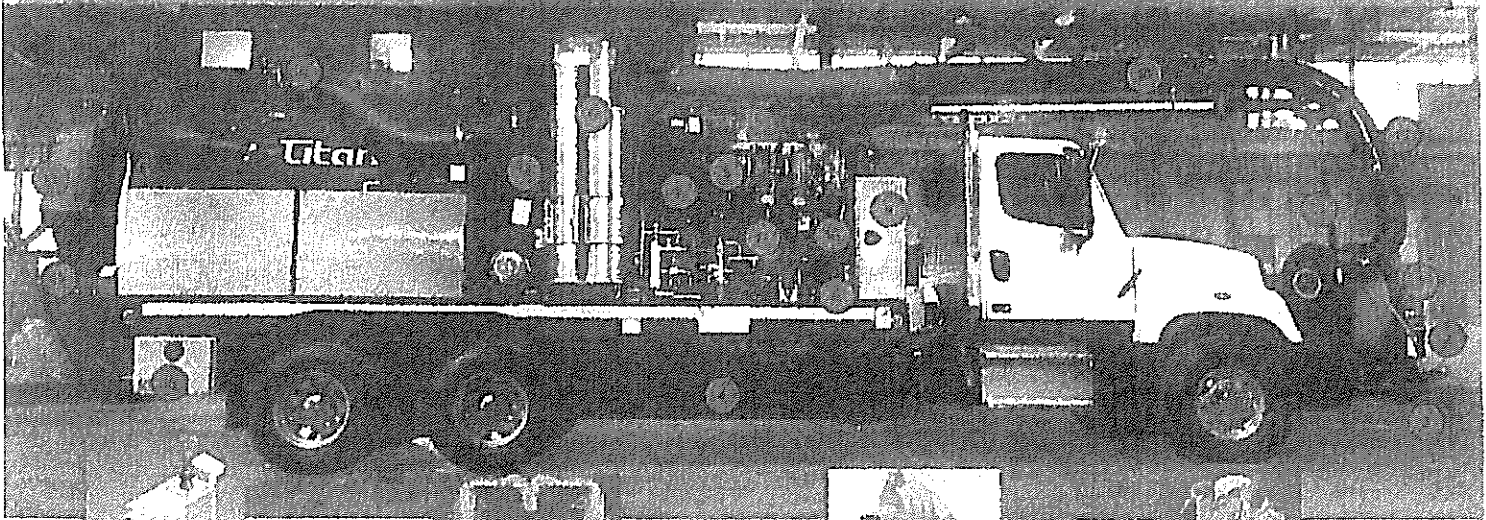
VENDOR/CONTRACT HOLDER: VAC-CON, INC.
969 HALL PARK DRIVE
GREEN COVE SPRINGS, FL 32043

CONTACT: M.J DUBOIS
EMAIL: MIDUBOIS@DUCOLLC.COM
PHONE: 410-924-1004

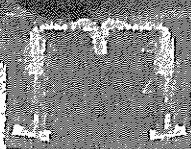
THE TITAN™ IS IMPRESSIVE! IT PROVIDES EVERYTHING YOU'LL EVER NEED IN A HIGH-PERFORMANCE COMBINATION MACHINE DESIGNED TO TAKE ON THE TOUGHEST JOBS.

(SOME COMPONENTS SHOWN ARE NON-STANDARD)

- 1. 100' Reel, 400 ft. x 1.5" All-Weather Hose Reel
- 2. Omnibus Precision Power
- 3. Auto Level Wind Guide
- 4. Cross-Linked Polyethylene Water Trucks
- 5. Get-Ons Auxiliary Engines
- 6. Lay-Down Pipe Rack
- 7. HD Water System Valve Manifold
- 8. All-Aluminum Tool Boxes
- 9. Positive Seal Vacuum Bleeder
- 10. 10 ft. Telescopic Boom
- 11. Hinged Boom Tie-Down
- 12. Splash Shield
- 13. Flat-Side Rear Door with Wedge-Shield Locks
- 14. Diesel Cyclone Filtration
- 15. Supplemental Boom Elbow
- 16. Rear Bumper with Storage
- 17. Hydraulic Excavation Package
- 18. Low Pressure 50 ft. Retractable Hand Gun/Hose Reel
- 19. AeroBoost™ 3-Stage Fan
- 20. AeroBoost™ Q Drive
- 21. Diesel Body Panels
- 22. Air-Kick-Off for Back Door
- 23. Modified Dash Console
- 24. High Volume Tyre Inflator
- 25. Vacuum Hose
- 26. Upgraded T-11 Ball Valve & Nosing
- 27. HD Hose End Lock
- 28. Cantilevered Compartment Package (Class 9)



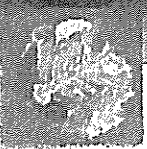
Omnibus™ Precision Power
The Omnibus Precision Power Control System provides complete control of water functions from one centralized location, all with real-time diagnostics that simplify the job and required maintenance.



Filtration/Airflow
Enhanced water systems, operators, and treated on each side of the truck, optimize efficiency and filtration.



AeroBoost™ Q Drive
Upgrade hydrostatic and auxiliary drive systems that operate the rear end water functions, substantially reducing noise, emissions and overall fuel consumption without sacrificing power.



AeroBoost™ 3-Stage Fan
Volvo's fan's aerodynamically redesigned intake and fan housing results in a 10% airflow increase, decreasing resistance and allowing for more power, less noise and more reliability.

TITAN FACTS:

44% FUEL SAVINGS

43% DECREASE IN VACUUM SYSTEM
OPERATING RPM

25% INCREASE IN AIRFLOW

16-30% MORE HORSEPOWER

8% DECREASE IN NOISE POLLUTION

5% INCREASE IN OVERALL
VACUUM PRESSURE (LIFT)



969 Hall Park Road | Green Cove Springs, FL 32043 | USA
PHONE (904) 284-4200 | FAX (904) 284-3305
www.vac-con.com | vn1@vac-con.com

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COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Jacob Lindsey DEPT. Planning, BNS

SUBJECT: ECONOMIC DEVELOPMENT ADMINISTRATION- GRANT APPLICATION FOR CARES ACT SUPPLEMENTAL EDA AWARDS

REQUEST: To approve the submission of a grant application to EDA in the amount of \$100,000 to develop programmatic support, technical assistance, and resilience efforts for minority-owned businesses.

COMMITTEE OF COUNCIL: W&M DATE: June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grant Writer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sarah Fichera	<input type="checkbox"/>
Minority Biz Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ruth Jordan	<input type="checkbox"/>

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

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

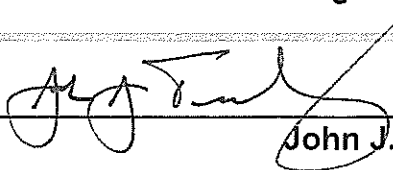
Balance in Account _____ Amount needed for this item _____

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

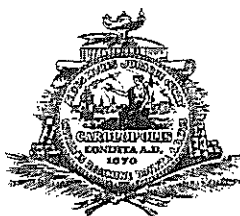
NEED: Identify any critical time constraint(s).
The application is rolling, however, BSN plans to submit the application by July 1st, 2020.

CFO's Signature: _____

FISCAL IMPACT:
There is a recommended 80/20 match. The City match will be in-kind by accounting for the Minority Business Manager's staff time and fringe benefits during the two-year grant period.

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

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



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina

JACOB LINDSEY
Director, Planning

MEMORANDUM

To: Mayor Tecklenburg and Members of Council
From: Jacob Lindsey, Director of Planning
Subject: EDA CARES Supplemental Grant Submission FY 2020
Date: 15 June 2020

The purpose of this memorandum is to request permission for the City of Charleston's submission of the FY 2020 EDA Public Works and Economic Adjustment Assistance, CARES Act Supplemental grant application. The application is rolling, however, the application will be tentatively submitted by July 1st, 2020.

The application is submitted by the Business and Neighborhood Services Division of the Planning Department. If awarded, the program will be managed by Ruth Jordan, Minority Business Manager. The program will develop programmatic support, technical assistance, and resilience efforts for minority and women-owned businesses. A central focus of the program will be to ensure businesses are "lender ready" for Revolving Loan funding and other external funding sources.

The City is requesting \$100,000 in EDA funding. The CARES Act supplement recommends a 80/20 cost care. The Business and Neighborhood Services Division plans to count Ruth Jordan's staff time and fringe benefits as the in-kind match during the two-year grant period for a match total of \$25,000. The total project budget is \$125,000.

Please do not hesitate to contact Ruth Jordan should you have any questions or concerns at <jordanr@charleston-sc.gov> or (843) 513-3911.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Matthew Fountain DEPT. Stormwater

SUBJECT: NATIONAL FISH AND WILDLIFE FOUNDATION- GRANT APPLICATION FOR BARBERRY WOODS

REQUEST: To approve the submission of a grant application to NFWF in the amount of \$250,000 to support Final Design & Permitting phases of Barberry Woods Project on Johns Island.

COMMITTEE OF COUNCIL: W&M DATE: June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Grant Writer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sarah Fichera	<input type="checkbox"/>
Director, Stormwater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

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

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

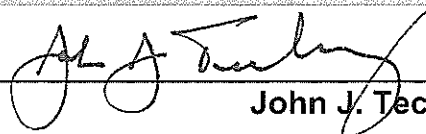
Balance in Account _____ Amount needed for this item _____

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

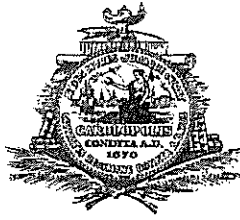
NEED: Identify any critical time constraint(s).
The application is due June 25, 2020.

CFO's Signature: _____

FISCAL IMPACT:
50/50 match is required. The City match, in the amount of \$250,000, is available from the Drainage Fund.

Mayor's Signature:  John J. Tecklenburg, Mayor

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



City of Charleston

JOHN J. TECKLENBURG

Mayor

South Carolina

MATTHEW FOUNTAIN

Director, Stormwater

MEMORANDUM

To: Mayor Tecklenburg and Members of Council
From: Matthew Fountain, Director of Stormwater Management
Subject: NFWF Barberry Woods Grant Submission FY 2020
Date: 15 June 2020

The purpose of this memorandum is to request permission for the City of Charleston's submission of the FY 2020 National Fish and Wildlife Foundation (NFWF) National Coastal Resilience grant application in support of the Barberry Woods Project on Johns Island. The application is due by June 25, 2020.

If awarded, grant funding will support the Final Design & Permitting phase of the Barberry Woods Project. The project will reestablish an over-developed stream system, conserve existing forested wetlands, increase wetlands, utilize native and high infiltration hydraulic soils, and implement other feasible green infrastructure solutions. The design will progress from 30% to 100% completed in addition to permitting and environmental review. Once this phase is completed, the City will be well-positioned for the implementation phase of the Project.

The City is requesting \$250,000 in NFWF funding. This grant requires a 50/50 cost share. The City match of \$250,000 is available from the Drainage Fund. The total project budget is \$500,000.

Please do not hesitate to contact me should you have any questions or concerns at <fountainm@charleston-sc.gov> or (843) 724-3754.

(6.1)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor


FROM: Matthew Fountain DEPT. Stormwater

SUBJECT: NATIONAL FISH AND WIDLIFE FOUNDATION- GRANT APPLICATION FOR
LONGBRANCH CREEK

REQUEST: To approve the submission of a grant application to NFWF in the
amount of \$125,000 to support Preliminary Design phase of
Longbranch Creek Project.

COMMITTEE OF COUNCIL: W&M DATE: June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Grant Writer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sarah Fichera	<input type="checkbox"/>
Director, Stormwater	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

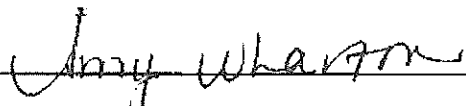
FUNDING: Was funding previously approved? Yes No N/A

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


Balance in Account _____ Amount needed for this item _____

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

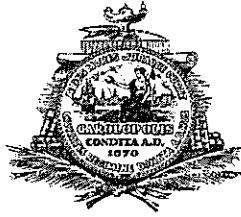
NEED: Identify any critical time constraint(s).
The application is due June 25, 2020.

CFO's Signature: 

FISCAL IMPACT:
50/50 match is required. The City match, in the amount of \$125,000, is available from the Drainage Fund.

Mayor's Signature: 
John J. Tecklenburg, Mayor

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



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina

MATTHEW FOUNTAIN
Director, Stormwater

MEMORANDUM

To: Mayor Tecklenburg and Members of Council
From: Matthew Fountain, Director of Stormwater Management
Subject: NFWF Long Branch Grant Submission FY 2020
Date: 15 June 2020

The purpose of this memorandum is to request permission for the City of Charleston's submission of the FY 2020 National Fish and Wildlife Foundation (NFWF) National Coastal Resilience grant application in support of the Long Branch Project. The application is due by June 25, 2020.

If awarded, grant funding will support the Site Assessment & Preliminary Design phase of the Long Branch Creek Project. Long Branch is located adjacent and connected to the Church Creek Drainage Basin. The proposed project intends to evaluate restoration and community resilience options along approximately 240 acres of the Long Branch Creek. The project will also select the most appropriate nature-based solutions to complete 50 – 60% of the design. Lastly, the project will identify and address barriers moving forward to the final design, permitting, and implementation phases.

The City is requesting \$125,000 in NFWF funding. This grant requires a 50/50 cost share. The City match of \$125,000 is available from the Drainage Fund. The total project budget is \$250,000.

Please do not hesitate to contact me should you have any questions or concerns at <fountainm@charleston-sc.gov> or (843) 724-3754.

COMMITTEE / COUNCIL AGENDA

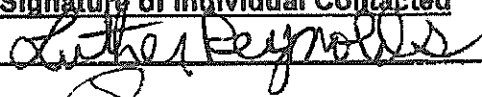

TO: John J. Tecklenburg, Mayor
FROM: Luther T. Reynolds and Dan Curia **DEPT.** Fire and Police Department

SUBJECT: MOA BETWEEN CPD AND CHARLESTON COUNTY SCHOOL DISTRICT

REQUEST: Approve MOA with Charleston County School District to use CCSD facilities to stage personnel and equipment during natural disasters and other declared emergencies

COMMITTEE OF COUNCIL: WAYS AND MEANS **DATE:** JUNE 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

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

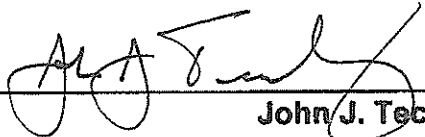
If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

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

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

MEMORANDUM OF AGREEMENT
BETWEEN
CHARLESTON COUNTY SCHOOL DISTRICT
AND
THE CITY OF CHARLESTON, S.C.

I. PURPOSE

Whereas, the City of Charleston, S.C. has a duty to provide emergency services to its community during natural disasters and other declared emergencies;

Whereas, the Charleston County School District has facilities located throughout the City of Charleston that may be useful to the City of Charleston's operations during a community-wide emergency;

Therefore, the Charleston County School District (hereafter referred to as CCSD) and the City of Charleston, S.C. (hereafter referred to as the City of Charleston) hereby enter into this Memorandum of Agreement (hereafter referred to as MOA) for the purpose of providing services to both parties identified herein.

II. SCOPE OF SERVICES

A. Responsibilities of CCSD

Under the terms of this MOA, CCSD shall be responsible for the following:

1. Providing access to the following CCSD locations for use by City of Charleston personnel in an emergency:

Harbor View Elementary School
1576 Harbor View Road
Charleston, SC 29412

West Ashley High School
4060 West Wildcat Blvd.
Charleston, SC 29414

The facilities listed above will be provided "as-is." No modifications to the facilities will be made by CCSD to support the provisions of this MOA. During times of emergency and based on the nature of those incidents, other school district facilities may be provided to the City of Charleston for use under the provisions of this MOA if mutually agreeable to CCSD and the City of Charleston.

2. Providing space within the identified CCSD facilities for temporary working, billeting, eating/cooking, command post, and off duty respite for City of Charleston personnel and personnel/equipment from other agencies working in support of emergency conditions declared by the State of South Carolina, Charleston County, or the City of Charleston.
3. It is anticipated that no more than 110 persons from the City of Charleston will occupy each of the locations at any given time.
4. Providing the use of space within the identified facilities for the duration of the emergency that includes the following:
 - a. Existing school furniture
 - b. Lavatory/shower facilities (if already available within the facility)

MEMORANDUM OF AGREEMENT BETWEEN
CHARLESTON COUNTY SCHOOL DISTRICT AND
THE CITY OF CHARLESTON

- c. Parking for vehicles owned by the City of Charleston when supporting personnel using the location
 - d. Cafeteria and kitchen facilities
 - e. Use of public Wi-Fi (if available) and existing school telephones
5. Space that meets the requirements listed in II.A.4 above could include the following: media center, multi-purpose room, cafeteria or other areas. The space within the school that will be used by the City of Charleston will be identified after a request has been received by CCSD for the activation of this MOA. This determination will depend upon the nature of the emergency, anticipated needs of the City of Charleston, any maintenance projects occurring within the facility, and any other factors determined relevant by CCSD.
 6. Identify by name/title/phone number a CCSD Point-of-Contact (POC) for the City of Charleston for coordination of all required actions / activities in the event of implementation of the provisions of this MOA.
 7. The entire scope of services described above should not interfere in any way with CCSD's use of the facility to provide educational services to its students. It is anticipated that the provisions of this MOA will be implemented only during an emergency when school will not be in session.

B. Responsibilities of the City of Charleston

Under the terms of this MOA, the City of Charleston shall be responsible for the following:

1. Responsible, reasonable and professional use of the CCSD facilities.
2. Adherence to any/all applicable CCSD safety and security standards, rules, and regulations while utilizing CCSD property and resources. This includes, but is not limited to, the following: ensuring the building remains secure at all times; ensuring that only authorized personnel from the City of Charleston access the facility; and ensuring that no activity occurs within the building that may pose a safety hazard to its occupants or to the physical structure.
3. Immediately notifying the designated POC within the CCSD Office of Security and Emergency Management through direct communication as soon as possible regarding the foreseen use of a facility pursuant to the provisions of this MOA.
4. Making every reasonable effort to ensure the safety of all personnel within the facility.
5. Identifying a person who shall serve as the "facility manager," as well as individuals who are on-site at the locations to oversee facility operations at all times while the facility is being used by City of Charleston personnel. The facility manager will be responsible for overseeing all aspects of the facility's use including space allocation, maintaining personnel records of those using the space, ensuring the safety/security of the facility, overseeing custodial services, and deploying resources to deal with emergency maintenance issues. The facility manager or designee will be responsible for contacting the designated CCSD POC immediately to report any significant facility issues or incidents that occur during the use of the locations.
6. Ensuring the space is used strictly for working, billeting, and off-duty type operations. Operations such as donation drop-off points, public supply distribution, or similar logistics-type operations are not allowable on CCSD property under this MOA.
7. Ensuring that only vehicles owned by the City of Charleston are parked at the CCSD facility. Parking is limited to existing areas on the campus clearly identified as parking spaces. Parking on grass, fields and other soft services is not allowed. Oversized vehicles (armored vehicles, front end loaders, etc.) must park so as not to damage existing parking lots, curbs and other infrastructure.

MEMORANDUM OF AGREEMENT BETWEEN
CHARLESTON COUNTY SCHOOL DISTRICT AND
THE CITY OF CHARLESTON

8. Providing all custodial services during the use of the facility. At the conclusion of the emergency event, the City of Charleston should ensure that the facility is clean and ready for use as a school by CCSD personnel. Cleaning the used areas should be completed immediately after the City of Charleston has vacated the space.
9. Cover any and all expenses related to the operation of the facility when used pursuant to the provisions of the MOA.

III. TERMS AND CONDITIONS

A. Effective Dates

This MOA shall be effective on July 1, 2020 or when all parties have signed, whichever is earlier, and will terminate on June 30, 2023 or per the Termination clause below.

B. Food Service

The School Foodservice Authority (CCSD Nutrition Services) is the only organization that has the authority by the USDA to use the food and supplies that are stored in the school kitchens. If the CCSD School Nutrition Department does not have an employee at the location, the City of Charleston will be allowed to use the cooking, cleaning, and food storage equipment to prepare meals. A CCSD Nutrition Services employee will meet the City of Charleston at the school to do a walk-through of the kitchen so the City knows how all of the equipment works and where they can store their food and supplies. Emergency numbers for contacts in the CCSD Nutrition Services Department will be shared with the City. The CCSD Nutrition Services Department reserves the right to assign one or more employees to the kitchen.

C. Termination

1. Subject to the provisions contained below, this MOA may be terminated by either party providing thirty (30) days advance written notice to the other party of intent to terminate.
2. Funding to support performance of this MOA may be payable from state and/or other appropriations. In the event sufficient appropriations are not made to support performance under this MOA, it shall terminate without further obligations of the parties except as set forth herein.
3. CCSD may terminate this MOA for cause, default, or negligence on the part of the contracting party at any time without thirty days advance written notice.
4. Notices required under this MOA by one party to the other shall be sufficient if given or confirmed in writing to the parties at the address set forth below:

If to CCSD: Charleston County School District
3999 Bridge View Drive
North Charleston, SC 29405
Attention: Wayne Wilcher, CPPO/CPPB

If to City: City of Charleston
Corporation Counsel
50 Broad Street
Charleston, SC 29401
Attention: Steve Ruemelin

MEMORANDUM OF AGREEMENT BETWEEN
CHARLESTON COUNTY SCHOOL DISTRICT AND
THE CITY OF CHARLESTON

D. Amendment

Any changes to this MOA, which are mutually agreed upon between CCSD and the City of Charleston, shall be incorporated in written amendment to this MOA and will not become effective until the amendment is signed by each party.

E. Condition of Facility

CCSD makes no guarantees as to the condition of the facilities provided to the City of Charleston pursuant to this agreement. The City of Charleston shall be responsible for evaluating the facilities to determine their suitability for occupancy during an emergency situation.

F. Responsibility for Loss

The City acknowledges responsibility for the acts of its employees, officers and/or representatives and shall maintain liability insurance with the City as a named insured with a limit not to exceed the amounts listed below for damages to person or property as the result of any one occurrence.

- i) A limit of Three Hundred Thousand and No/100 (\$300,000.00) Dollars per person, per occurrence, for bodily injury, including death, arising from negligent acts of the Church its employees, officers and/or representatives; and
- ii) A limit of Six Hundred Thousand (\$600,000.00) Dollars per occurrence, in the aggregate, for bodily injury, including death, from negligent acts of the Church, its employees, officers and/or representatives; and
- iii) A limit of One Hundred Thousand and No/100 (\$100,000) Dollars for damage or destruction of property, per occurrence, arising from the negligence of the Church, its employees, officers and/or representatives.

G. Evaluation of MOA

Appropriate staff of the City of Charleston and CCSD will review together at least annually the terms of this MOA.

H. Governing Law

This MOA shall be construed and enforced in accordance with the laws of the State of South Carolina.

I. Expenditures

Each party shall bear and be responsible solely for its own costs and expenses necessary to comply with this MOA.

FOR THE CITY OF CHARLESTON

FOR CCSD

Date: _____

Date: _____

CCSD Representative's Signature:

City Representative's Signature:

Printed Name: John Tecklenburg

Printed Name: Gerrita Postlewait

Title: Mayor

Title: Superintendent of Schools

8.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Daniel Curia DEPT. Fire Department
 SUBJECT: MOU BETWEEN CFD AND FBI
 REQUEST: Approve MOU between CFD and FBI regarding provision of
 Emergency Medical Services.

COMMITTEE OF COUNCIL: _____ DATE: _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Fire Chief	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Daniel R. Curia</i>	<input checked="" type="checkbox"/>
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

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

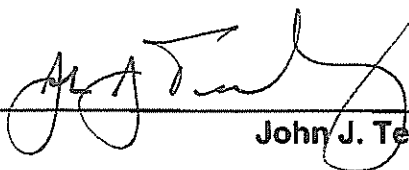
If yes, provide the following: Dept./Div: _____ Account #: _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT:

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

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

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN THE
FEDERAL BUREAU OF INVESTIGATION (FBI)
AND THE
CITY OF CHARLESTON, SOUTH CAROLINA, FIRE DEPARTMENT (CFD)

PURPOSE

This MOU is an agreement between the Federal Bureau of Investigation (FBI) and the City of Charleston, South Carolina, Fire Department (CFD) (hereinafter referred to as the Medical Support Provider) for the purpose of providing emergency medical services at those FBI operations determined by the FBI to represent an elevated risk of injury.

GENERAL PROVISIONS

1. A procedure/protocol will be developed by the FBI for the stationing of Medical Support Provider personnel in safe areas in reasonable proximity to the scene of the operation. FBI personnel shall be responsible for removing injured persons to such areas for treatment and transport to medical facilities.
2. Medical Support Provider personnel assigned to any tactical operation or training scenario shall not be considered "law enforcement officers" or "peace officers" as those terms are commonly defined under Federal and state laws and shall have no law enforcement powers or responsibilities. Medical Support Provider personnel will not be considered Federal employees for any purpose, unless they possess such status independent of this MOU. Medical Support Providers, when operating under the terms of this MOU, may not identify themselves as FBI personnel, display any insignia or seal of the FBI, nor wear gear with the initials FBI or the words Federal Bureau of Investigation.
3. This MOU is not an obligation or commitment of funds nor a basis for a transfer of funds, but rather is a basic statement of the understandings between the parties. Unless otherwise agreed to in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies.

ROLES AND RESPONSIBILITIES

The FBI will:

1. Maintain complete responsibility for the overall direction of the tactical operations and training scenarios.
2. Designate a Special Agent as liaison for all medical personnel during the time that such personnel are involved in an operation or training scenario.
3. Provide the supplies and equipment necessary to carry out any assignment conducted pursuant to this MOU.
4. Brief assigned Medical Support Provider personnel on what information acquired during any activity pursuant to this MOU may be disclosed to any third party not subject to the terms of this MOU.
5. Make training arrangements and provide timely notice to the Medical Support Provider concerning when and where its services are needed.
6. Provide round trip transportation when necessary for the Medical Support Provider personnel from the Columbia Field Office (or other location agreed upon) to the training or operational site utilizing FBI vehicles or aircraft.
7. Allow Medical Support Provider personnel to participate in FBI tactical exercises and training within the limits of security requirements.

The Medical Support Provider will:

1. Maintain overall supervisory and administrative responsibility for Medical Support Provider's personnel. Medical Support Provider's personnel must follow the FBI's direction concerning logistics and safety at the scene of the operation, but the Medical Support Provider maintains responsibility for the medical direction and control of its personnel.
2. Submit proof of medical qualifications to the FBI Office of Medical Services prior to providing personnel for FBI operations. The Medical Support Provider agrees to send only personnel previously approved by the Office of Medical Services to FBI operations.
3. Provide complete documentation to the FBI Office of Medical Services of all medical services provided as defined by FBI policy.
4. Not utilize any vehicles, machinery or equipment of the FBI except as specifically authorized by the FBI Supervisory Special Agent assigned to a tactical operation or training scenario.

LIABILITY

Each party shall assume the responsibility and liability for the acts and omissions of its own employees and agents in connection with the performance of their official duties pursuant to this MOU. The liability of the Medical Support Provider will be subject in all cases to the immunities and limitations of applicable law. The liability of the FBI will be subject in all cases to the immunities and limitations of the Federal Tort Claims Act. Nothing herein is intended as a waiver of sovereign immunity or any defense available by law. This Agreement is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against parties hereto.

FUNDING FOR THE MEDICAL SUPPORT PROVIDER PERSONNEL

Absent a separate written agreement to the contrary, the FBI will not be responsible for providing compensation to Medical Support Provider personnel who render emergency medical treatment or services in connection with this agreement. This provision does not bar compensation from non-FBI sources.

MEDIA RELEASES

Any media releases or statements regarding tactical operations and training scenarios will be handled according to FBI procedure.

EFFECTIVE DATE, DURATION, MODIFICATION, AND TERMINATION

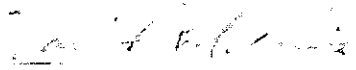
This MOU will become effective on the date of the last party signature and will remain in effect until modified or terminated. It may be amended or terminated by either party upon thirty days written notice to the other.

This document constitutes a complete agreement between the FBI and the Medical Support Provider and modifications will not be in force until such modification is reduced to writing and signed by all parties.

By subscription of their signatures below, the parties herewith acknowledge that they have read, understood, and will abide by the foregoing statements.

CITY OF CHARLESTON

By:


Daniel M. Curia, Fire Chief 6/15/20
City of Charleston, South Carolina Date

Charleston Attorney's Office Date

John J. Tecklenburg Date
Mayor

ATTEST:

City Clerk _____

FEDERAL BUREAU OF INVESTIGATION

By:

Alphonso "Jody" Norris Date _____
Special Agent in Charge
Federal Bureau of Investigation
Columbia Division

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

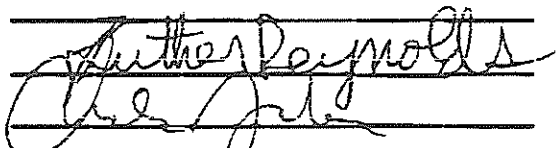
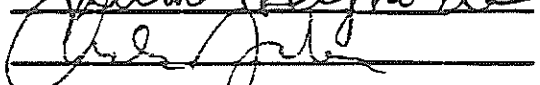
FROM: Chief Luther Reynolds DEPT. Police Department

SUBJECT: DOJ COVERDELL FORENSIC SCIENCE IMPROVEMENT GRANTS PROGRAM

REQUEST: Approval to submit the 2020 Paul Coverdell Forensic Science Grant
For \$55,500 that will be used to purchase a ballistics tank and
Remote firing stand for the Forensic Services Division.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

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


Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).
 This grant is due on June 19th, 2020.

CFO's Signature: _____

FISCAL IMPACT: There is no match required for this grant.

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

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



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina

LUTHER T. REYNOLDS
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

To: Mayor John J. Tecklenburg
City Councilmembers

From: Luther Reynolds, Chief of Police

Subject: Paul Coverdell Forensic Science Improvement Grants Program

Date: June 16, 2020

The purpose of this memorandum is to request approval to submit an application for the DOJ Paul Coverdell Forensic Science Improvement Grants Program. If awarded, the grant will fund the purchase of a ballistics tank and remote firing stand to be used by the CPD Forensic Science Division. Currently, the Forensic Services Division uses a device called a Forensic Buddy to test fire handguns; however, it is not suitable for shotguns or rifles and there is no remote firing capability. The grant proposal requests funding for a full size bullet recovery system which consists of a stainless steel water containment vessel, shooting port and firing stand. This system will offer maximum safety, efficiency and effectiveness for test firing weapons. It will also give the CPD the ability to test fire rifles and shotguns for submission into the National Integrated Ballistics Information Network.

This grant requests \$55,500 to fund the project. There is no match required. Should you have any questions regarding this project, please contact Chelsea Taylor, Grants Coordinator at taylorch@charleston-sc.gov.



CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Frank Newham / Andrew Jones DEPT. Parks-Capital Projects
 SUBJECT: **LOW BATTERY SEAWALL REPAIRS-PHASE II FEE AMENDMENT #6**

REQUEST: Approval of Fee Amendment #6 in the amount of \$284,944.25 with Johnson, Mirmiran and Thompson, Inc., for design and plan preparation services for bidding Phase II of the Low Battery Seawall Repairs project.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Frank Newham</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>Andrew Jones</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	<u>John J. Tecklenburg</u>	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051160-58238
 Balance in Account \$284,944.25 Amount needed for this item \$284,944.25
 Project Number CP1526

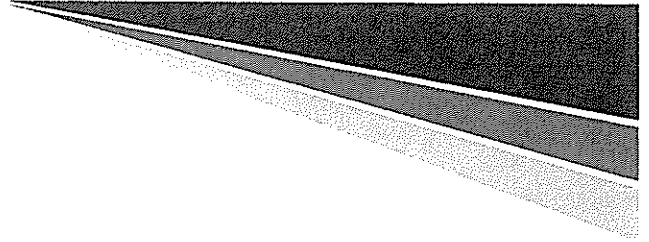
NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Fee Amendment #6 will increase the professional services contract by \$284,944.25 (from \$1,594,906.80 to \$1,879,851.05). The funding sources for this project are: Hospitality Funds (\$15,087,957.53), Municipal Accommodations Tax Funds (\$15,548,816.00), and Charleston County Accommodations Tax Fees (\$400,000.00).

Mayor's Signature: John J. Tecklenburg
 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.



May 5, 2020

J. Frank Newham
Senior Engineering Project Manager
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401
Phone: (843) 724-3713
newhamj@charleston-sc.gov

RE: Low Battery Rehabilitation – Phase II Design
JMT Job No. 14-1139-004

Mr. Newham:

Phase I of the Low Battery Improvement Project is nearing the midway point of construction where JMT has been serving in a Construction Management role under Amendment 5 to our original contract from the City of Charleston. JMT is now prepared to commence with the Low Battery Phase II Design and Plan Preparation Services in order to bid the next phase of construction this summer.

It is our understanding that the City wishes to have a contract in place for construction to begin on Phase II immediately upon completion of Phase I, which means Phase II design starting as soon as possible.

This letter is to request a Lump Sum contract modification (Amendment 6) in the amount of **\$284,944.25** for the Phase II Design and Plan Preparation Services for Phase II of the project from Ashley Avenue to Council Street.

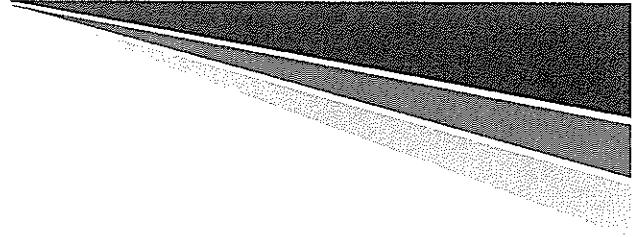
Please find attached 3 signed originals of the City's Contract Amendment form along with the proposed scope and fee estimate.

If you have any questions or need further information, please do not hesitate to contact me at 843-556-2624 or jocconnor@jmt.com.

JOHNSON, MIRMIRAN & THOMPSON, INC.

A handwritten signature in black ink, appearing to read 'Jim O'Connor', written in a cursive style.

Jim O'Connor, P.E.
Vice President



CONTRACT AMENDMENT FORM

City of Charleston

Contract Amendment for Professional Services

Project: **Professional Services for Seawall Repairs – Low Battery Improvement Project**

Owner: City of Charleston
 Department of Stormwater Management
 2 George Street, Suite 2100
 Charleston, SC 29401

A/E: Johnson, Mirmiran & Thompson
 235 Magrath Darby Blvd, Suite 275
 Mount Pleasant, SC 29464

Contract Date: April 28, 2015

To the A/E: You are hereby authorized, subject to contract provisions, to make the following changes:

1. Description of the Contract Amendment:

Please see attached proposal from JMT dated April 24, 2020.

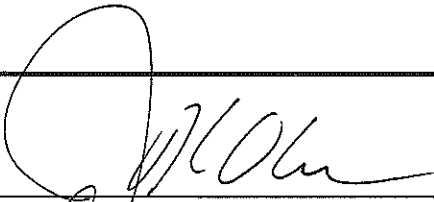
2. Adjustments to the Contract Sum:

Original Contract Sum	\$ 265,340.00
Change by Previously Approved Contract Amendments.....	\$ 1,329,566.80
Contract Sum prior to this Contract Amendment.....	\$ 1,594,906.80
Amount of this contract Amendment, complete.....	\$ 284,944.25
New Contract Sum, including this Contract Amendment	\$ 1,879,851.05

3. Adjustments in Contract Time:

Original Date for Contract Completion.....	<u>June 30, 2016</u>
Change in Days by Previously Approved Contract Amendments	<u>1615</u>
Change in Days for this Contract Amendment	<u>0</u>
New Date for Contract Completion.....	<u>Nov 30, 2020</u>

ARCHITECT/ ENGINEER:



 Johnson, Mirmiran & Thompson, Inc. (JMT)

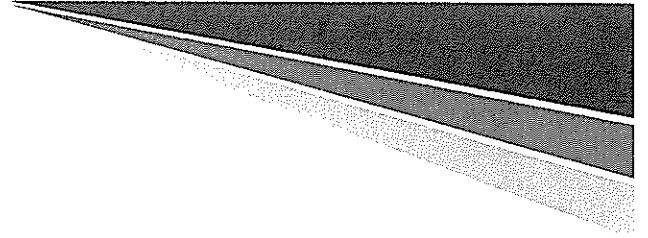
5/6/2020

 (Date)

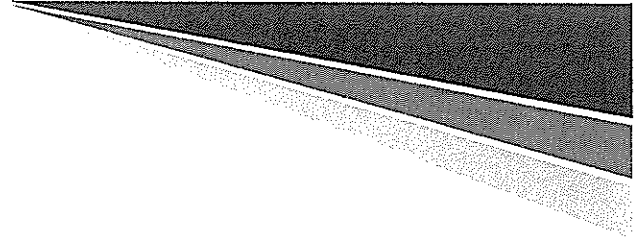
OWNER:

 John J. Tecklenburg, Mayor

 (Date)



ENGINEERING SCOPE



May 6, 2020

J. Frank Newham
Senior Engineering Project Manager
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401
Phone: (843) 724-3713
newhamj@charleston-sc.gov

RE: Final Design & Contract Documents for project Phase II (Ashley Blvd. to Council St.)
Low Battery Seawall Rehabilitation Project
JMT Job No. 14-1139

Mr. Newham:

Johnson, Mirmiran, and Thompson (JMT) is pleased to submit this proposal to the City of Charleston (the City) for Final Design and Construction Document Development services relevant to the next phase for the retrofit of the Low Battery seawall on Murray Boulevard, Charleston, South Carolina.

AGREEMENT SCOPE OF SERVICES FROM ORIGINAL CONTRACT – MODIFIED TO INCLUDE REVISED SCOPE

CONSTRUCTION DOCUMENTS (Phase II – Ashley Blvd. to Council St.)

Johnson, Mirmiran & Thompson (JMT) will provide engineering and design services for the next phase of the Low Battery Restoration Project. The project limits will extend from the termination of the first phase of construction near Ashley Blvd. to a termination point past Council St. to include the reconstruction of the Council St. intersection with Murray Blvd. (roughly 1000lf along Murray Blvd.). It is understood that this design will utilize similar typical sections, with necessary modification to the particulars of the new limits, as in the first phase of the project and will include complete reconstruction of the corridor from the Low Battery Seawall to the ROW edge on the residential side. This proposal has been broken down into the following tasks.

▪ **Task 1: Project Management / Coordination**

- A. Coordinate with the City's Project Manager. Arrange and attend project meetings, conferences and on-site review meetings. Prepare and distribute meeting minutes.
- B. Manage and monitor the project schedule as set forth in the contract. Keep the City up to date on the schedule and items that may affect the overall project schedule.
- C. Prepare monthly invoices for City review, approval and payment. Review subconsultant invoices and cost submittals included for payment in monthly invoices. Monitor payments to subconsultants' services provided.
- D. Provide monthly status reports detailing the progress of the project to include milestones reached and issues encountered and satisfactorily resolved during the previous month.

-
- E. Provide overall management of all design efforts including the management of the Design Team's subconsultants and team members. Monitor subconsultant activities and adherence to overall project schedule and budget.
 - F. Coordinate activities and design with other involved Agencies.
 - G. Implement quality assurance and quality control measures to produce plans that conform to the City of Charleston guidelines and Standards and South Carolina Department of Transportation (SCDOT), as necessary.

Deliverables:

- 1) *Monthly status reports will be provided.*
- 2) *Meeting minutes will be provided.*

▪ **Task 2: Survey Update with As-Built Information**

- A. JMT will update the Existing Survey file with Phase I As-Built Information for use in tying into the previously constructed work.

▪ **Task 3: Utility Coordination**

- A. JMT will prepare plans, in accordance with CWS standards, for the proposed waterline force main and residential laterals.
- B. JMT will prepare plans, in accordance with CWS standards, for the proposed Sanitary Sewer and residential laterals.
- C. Attend up to two (2) coordination meeting with CWS
- D. Attend up to two (2) plan review meetings with CWS
- E. Coordinate with Dominion Energy for lighting along the corridor.

Deliverables:

- 1) *CWS Water and Sewer Plans.*

▪ **Task 4: City Design Coordination / Stakeholder Meetings**

- A. JMT will assist the City with two (2) stakeholder planning meetings
- B. City of Charleston Technical Review Committee (TRC) Process
 - I. Attend Two (2) TRC Meetings and coordinate with individual departments as necessary for approval.
 - II. Comment Response and resubmission of the plans (Assume 2 rounds)
- C. City of Charleston Design Review Committee (DRC) Process
 - I. Attend Two (2) DRC Meetings and coordinate with individual departments as necessary for approval.
 - II. Comment Response and resubmission of the plans (Assume 2 rounds)
- D. Attend one (1) Charleston Neighborhood Meeting.

Deliverables:

- 1) *TRC / DRC Approved plans.*

▪ **Task 5: Permitting**

- A. Prepare and submit for SCDOT Encroachment permit for tie-ins as Council and Rutledge St.
- B. Prepare and submit for modification to NPDES Permit
 - I. Revise C-SWPPP and submit for a new Coastal Zone Consistency Certification for the next phase of the project.
 - II. Prepare and submit Major Modification for to the existing NPDES Permit for this project.
- C. City of Charleston Land Disturbance Permit

Deliverables:

- 1) *SCDOT Encroachment Permit.*
- 2) *Revised NPDES Permit.*
- 3) *City of Charleston Land Disturbance Permit.*

▪ **Task 6: Tree Relocation**

- A. JMT will coordinate with a certified arborist to inspect all the existing palmetto trees along the corridor and determine which ones are healthy for transplanting.
- B. PALM TREES, LTD has provided the cost estimate to perform the work. The work includes the removal of 30 Sabal Palmetto trees from the Phase II limits and relocating them to defined Phase I locations.
- C. PALM TREES, LTD will make every effort to successfully transplant the trees but has provided no guarantee due to the age of the tress and nature of their location.
- D. City would be responsible for regular tree watering and maintenance once the trees are relocated.
- E. The cost for PALM TREES, LTD. Is provided in the Direct Cost amount of the attached fee proposal. This amount may be deducted from the Lump Sum fee if the City chooses to not relocate the trees and new trees will be specified for the Phase II contractor to install.

Deliverables:

- 1) *Tree relocation work plan*

▪ **Task 7: Structural Design and Detailing**

- A. Prepare and submit for permit bid ready structural construction documents for the next phase of the extension of the low battery sea wall. The project will extend from the termination of the first phase at Ashley Blvd. to Council street. The project will utilize the same general structural sections and details as the first phase.
- B. Complete Technical Construction Specifications will include Standard Specifications – The “2007 Standard Specifications for Highway Construction and Standard Special Provisions,” issued by the SCDOT. Supplemental specification sections will be provided for any specialty construction (such as micropiles, grouting, ground improvement, etc.).
- C. Provide sealed structural drawings for permit submission to jurisdiction.
- D. Resolve structural comments that may arise in the permitting review process.

Deliverables: 1) Refer to Task 8 for deliverables

▪ **Task 8: Civil & Drainage Design / Detailing**

The purpose of this task is to perform design efforts to the point necessary for review, approval and then development of final plans. Preliminary and Final designs relating to the following activities will be developed.

- A. *The Consultant will prepare preliminary and final plans based on the phase I plans previously approved by the City.*
- B. *The Consultant will establish the roadway alignment and profile in enough detail and in the appropriate format, in order to clearly illustrate significant design features of the project. The Preliminary Plans will include:*
- *Cover Sheet*
 - *Typical Sections: CONSULTANT will develop the various typical sections for the improvements.*
 - *Landscape Plan: CONSULTANT will develop a plant palette for all plantings on the project and will prepare preliminary Landscape Concept Plans*
 - *Pavement marking and signing plans: CONSULTANT will develop pavement marking and signing plans for the corridor along Murray Blvd. including existing sign relocation, parking signs, lane striping and parking delineation.*
 - *Lighting plans: CONSULTANT will develop lighting plans which include median lighting to match existing lights and provide low light options for consideration along the Low Battery wall and pedestrian access points. The lighting design will include an evaluation of the existing median decorative pole-mounted lights with a comparison to the Illuminating Engineering Society (IES) guidelines for streetscape lighting and a comparison to the Local Codes and Design Standards. The lighting evaluation will be used to determine if the current pole-mounted median lighting needs to be modified and how best to adapt a new lighting design using LED light fixtures for the varying surroundings consisting of residential homes, monuments and open areas. The photometric calculations will be done using AGI32 lighting software, which allows the development of renderings to show the effect of the proposed streetscape lighting*
 - *Geometric Layout: CONSULTANT will generate the geometric layout sheet that will include the survey control line and the baseline of construction*
 - *Profiles (1"= 20' horizontal and 1"=5' vertical): CONSULTANT will generate the profile for Murray Blvd. between Ashley Blvd. and Council St. No profiles are anticipated for Rutledge or Council St.*
 - *Maintenance of Traffic Sheets: Maintenance of traffic plans will be prepared for the project. It is assumed that the corridor will be constructed in several different phases which will encompass a block or two at a time. Maintenance of traffic plans will be designed based on this assumption.*
- C. *Drainage analysis and design.*
- I. *Design and layout drainage structures, pipes and water quality structures in Murray Blvd. and outfalls along the Low Battery Wall within the limits of phase II*
- D. *SWPPP development in accordance with City MS4 standards.*
- I. *Stormwater Design and modeling in accordance with the City of Charleston's Regulations*

Final Construction Plans & Specifications

Final Construction Plans & Specifications shall be prepared as described herein for the approximately 1,000 ft. of the project corridor starting near the intersection of Ashley Blvd. and terminating near the intersection of Council St. The approved final plans shall consist of the following:

- A. Plans shall be neatly drawn and professionally prepared. Plans shall be fully checked by Consultant before submittal to the City for review.
- B. *Final Construction Plans & Specifications shall be prepared as described herein. The approved final plans shall consist of the following:*
 - *Cover Sheet*
 - *Typical Sections: Update per final engineering design. These sections will show dimensions, a pavement schedule, and the stations over which the section applies.*
 - *Geometric Layout: Update sheet for final plans*
 - *Landscape Plan and Details: Advance Landscape Plans to identify locations for plantings. Selection of plants and landscape details to be provided by City Staff*
 - *Pavement marking and signing plans: further develop signing and pavement marking plans.*
 - *Utility Plans: include CWS and Dominion Energy elements into these plans along with the proposed storm drainage system.*
 - *Detail Sheets: Provide as necessary*
 - *Profiles (1"= 20' horizontal and 1"=5' vertical): provide storm drainage profiles identifying utility conflicts..*
 - *Develop Roadway Plan Sheets (1"=20').*
 - *Cross Sections: every 50' showing the existing ground line, proposed template, pavement depth, curb and gutter, sidewalks, and cut and fill earthwork volumes. The final roadway template should show the finished roadway surface on the appropriate cross slopes (normal crown, fully or partially super-elevated) and the level of the top of sub grade*
 - *SWPPP Sheets: develop stormwater pollution prevention plans in accordance with the City standards.*
 - *Maintenance of Traffic Sheets: Maintenance of traffic plans will be prepared for the project. It is assumed that the corridor will be constructed in several different phases which will encompass a block or two at a time. Maintenance of traffic plans will be designed based on this assumption.*
 - *Site Furnishings Plans: Plans and details will be developed for the railing systems, benches, trash receptacles, and bike parking. It is anticipated that the benches will be the "Charleston Standard" bench, and other furnishings will be "off the shelf" models. We do not anticipate designing any custom furnishings for this project.*
- C. *The CONSULTANT will prepare a final construction estimate.*
- D. *Finalize Drainage analysis and design.*

-
- E. *Design and layout drainage structures, pipes and water quality structures in Murray Blvd. and outfalls along the Low Battery Wall*
 - E. *Finalize SWPPP in accordance with City MS4 standards.*
 - F. *Stormwater Design and modeling in accordance with the City of Charleston's Regulations*
 - G. Construction Specifications will include Standard Specifications – The “2007 Standard Specifications for Highway Construction and Standard Special Provisions,” issued by the SCDOT. Supplemental specification sections will be provided for any specialty construction.

Deliverables:

- 1) Deliverables: One (1) full-sized set of signed and sealed Final Construction Plans, six (6) half size sets, one (1) CD of Final Construction Plans, Cost Estimate & Construction Duration and any necessary Special Provisions shall be provided to the City

- **Task 9: Landscape Architecture**

- A. Define Planting Plans and details

Deliverables:

- 1) Refer to Task 8 for deliverables

- **Task 10: Geotechnical Design Support**

The alternate micropile foundation design, which is currently being used on Phase I of this project, will be adapted for use in Phase II.

- A. The Final Design will include plans reflecting final as-built alignment, and structure and foundation design, used in Phase I. The purpose of this task is to perform design refinement and adaptation of the Phase I design for use in the geology of Phase II and incorporate any necessary adjustments for soil properties, strength, type, etc. Development of the Final Plans and Specifications will entail the following activities:
 - Application of the generalized soil profiles, design sections, and foundation retrofitting layout for the length of the wall to be treated, including constructability review and minor modifications to address specific conditions encountered along the wall length
 - Application of the wall face sealing and strengthening treatments to the length of the wall to be treated, including constructability review, and minor modifications to address specific conditions along the wall length.
 - Development of Non-Standard (specific) details, necessary for construction.
 - Support JMT and prepare pertinent foundation retrofitting and wall face treatment details for inclusion in the final plans (For Construction)
 - Computation of foundation retrofitting and wall face treatment work quantities based upon the final plans. Computations will be tabulated in the quantity summaries on the final plans.
- B. Preparation of Special Provisions for the foundation retrofitting and wall face treatment work to supplement the “2007 Standard Specifications for Highway Construction and Standard Special Provisions,” issued by the SCDOT.

C. Consultation associated with responses to RFIs during Bidding Phase.

Deliverables:

- 1) Refer to Task 8 for deliverables.

▪ **Task 11: Specs. & Construction Bidding**

- A. Quantity Computations – Based upon the final plans, quantity computations will be performed for each item of work designated as unit price pay items. Computations will be tabulated in the quantity summaries on the bid form.
- B. Special Provisions – Special Provisions will be prepared for those items of work not covered as desired in the Standard Specifications or existing Standard Special Provisions.
- C. The City will be responsible for preparing the Bid Package and advertising.
- D. Consultant shall assist City with prequalification of contractors in an effort to obtain bids from qualified contractors in the type of work specific to this project.

ON SITE CONSTRUCTION ADMINISTRATION AND MANAGEMENT AS PERFORMED FOR PHASE I, AND ENGINEER-OF-RECORD RESPONSIBILITIES FOR RFI's, SHOP DRAWING REVIEW, SITE VISITS, ETC. IS NOT CURRENTLY INCLUDED IN THE PROPOSED SCOPE AND FEE PER DIRECTION OF THE CITY.

THIS SCOPE AND FEE WILL BE DETERMINED UPON COMPLETION OF DESIGN AND BIDDING OF PHASE II.

PROJECT ASSUMPTIONS:

This Scope and Fee makes the following Assumptions:

- The environmental permits obtained in the first phase of the project are maintained throughout the duration of this next phase. No new USACOE or other wetland permitting efforts are included.
- TRC/DRC approval will be required as part of this new phase, but minimal effort has been included due to already working through particulars of the project in Phase I. Similar project details to provide consistency of the corridor, and as already approved by TRC/DRC, will be carried into Phase II.
- All reviews will be through the City of Charleston except for the tie-ins at SCDOT ROW and necessary reviews by CWS.
- The Low Battery seawall has been designed to accept the future closing of the open railing (approximately 2 additional feet) with solid elements, or removable panels. Removable Flood Panels will not be incorporated into the battery railing design at this time, but the designed and constructed posts would be modified and/or replaced to accept a chosen panel system if desired.
- Roadway design will not require replacement of custom walls/fences/railing systems on the residential side (north) of Murray Boulevard. Work limits are set to the rear (closest to houses) side of the residential sidewalk.

-
- Lighting will be provided by Dominion Energy. JMT will provide conduit and light pole locations and bases.
 - Any inclusion of Public Art into the design will be coordinated and managed by the City. The design will only identify opportunities for Public art integration into the project.
 - The seawall foundation system of micropiles installed by coring through the existing wall, and also installed beyond the limits of the wall through the Murray Boulevard fill, and connected with a reinforced concrete pile cap, will be utilized as indicated in the previous conceptual design report. Modification will be made to the system to suit the Phase II requirements.

PROJECT EXCLUSIONS:

For purposes of clarification, this scope and fee does not include the following items:

- Flood Studies or modeling
- Architectural design for Transit shelters or Rest Room Facilities
- Mechanical, Electrical, or Plumbing design for Transit Shelters or Rest Room Facilities
- Integration of parking meters or metering systems
- Electrical Engineering Design for Security Cameras or Emergency Call stations
- Interpretive/historical signing markers

I. PROJECT SCHEDULE

JMT anticipates starting this project within 10 business days of receipt of signed agreement.

II. CLIENT RESPONSIBILITIES AND ASSUMPTIONS

- A. Design criteria for the project.
- B. Definition of Construction budget
- C. Provide access to the site as necessary.
- D. Coordination of inter-City Department input as may be required.
- E. Clear direction/approval on the decided design and construction methods of repair
- F. Coordination of public and stakeholder meetings and venue

III. ADDITIONAL SERVICES

All services not listed under "Services" are considered Additional Services. The compensation for these services will be in addition to that for "Services." "Additional Services" include, but are not limited to the following:

- A. Engineering services incident to project scope changes beyond JMT's control.
- B. Making revisions when such revisions are inconsistent with prior approvals or instructions.
- C. Providing additional meetings other than listed under "Services."
- D. Providing services in connection with future facilities or structures, or modifications to the existing structure which are not intended to be part of this project.

IV. CONSTRUCTION ADMINISTRATION

- A. Fees for Construction Administration will be developed and submitted to the City for approval upon completion of the Final Design and Construction Documents.

V. COMPENSATION

- B. "Services," upon which compensation is based, were determined from correspondence with J. Frank Newham and incorporate input from any other members of the City Staff.
- C. "Services" will be provided for a proposed Lump Sum fee as indicated on attached fee structure.
- C. "Additional Services" will be provided to meet the Client's needs and will be negotiated at such time as deemed necessary.

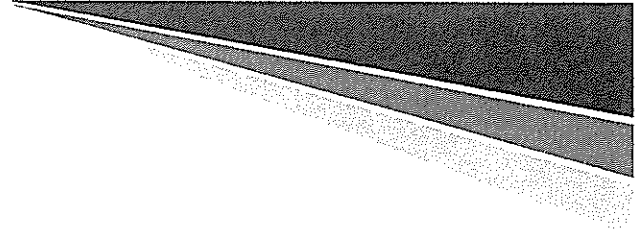
This scope may be amended as needed according to your project requirements and JMT will happily modify any effort or fees at your request to better suit your needs. I thank you for your time and consideration in this matter and again, I look forward to a successful project completion. Should you have any questions regarding these items, please do not hesitate to call me at our office number of 843-779-3700 or on my mobile at 843-452-3266.

We appreciate the opportunity to work with you. Do not hesitate to contact me should you have any questions.

Very truly yours,
**Johnson, Mirmiran, and
Thompson**



Jim O'Connor, P.E.
Vice President



FEE PROPOSAL

Engineering Services Fee Summary

Lead Design Firm: JMT

Project: Low Battery Reconstruction Phase 2

Project No. 14-1139-004

Line	DESIGN SERVICES	Total
1	TASK 1: PROJECT MANAGEMENT / COORDINATION	\$44,975.70
2	TASK 2: SURVEY UPDATE WITH AS-BUILT INFORAMTION	\$2,849.70
3	TASK 3: UTILITY COORDINATION	\$15,277.76
4	TASK 4: CITY DESIGN COORDINATION	\$25,037.24
5	TASK 5: PERMITTING	\$13,342.85
6	TASK 6: TREE RELOCATION CCORDINATAION	\$1,214.22
7	TASK 7: STRUCTURAL DESIGN AND DETAILING	\$45,592.84
8	TASK 8: CIVIL & DRAINAGE DESIGN / DETAILING	\$65,468.02
9	TASK 9: LANDSCAPE ARCHITECTURE	\$12,508.00
10	TASK 10: GEOTECHNICAL DESIGN SUPPORT	\$27,107.11
11	TASK 11: SPECS, ESTIMATES & CONSTRUCTION BIDDING	\$10,471.91
12		
13		
14		
15	Design Related Direct Costs	\$21,098.90
16		
17		
18	SUBTOTAL - Basic Design Services	\$284,944.25
19		
20		
21	DESIGN SERVICES DURING CONSTRUCTION	
22		
23		\$0.00
24		\$0.00
25		\$0.00
26		\$0.00
27		\$0.00
28		\$0.00
29		\$0.00
30		\$0.00
31		
32	SUBTOTAL - Design Services During Construction	\$0.00
33		
34	TOTAL = Design + Construction Services	\$284,944.25

Engineering Services Fee Summary

Lead Design Firm: JMT

Project: Low Battery Restoration Project Phase II – Ashley Blvd. to Council St.

Project No. 14-1139-004

Bid Date:

Detail	JMT	Subtotal	Earthcam	Palm Trees Limited	Other	Other	Other	Total
DESIGN SERVICES	Subtotal per Detail	Subtotal per Detail	Subtotal per Detail	Subtotal per Detail				Total
1 TASK 1: PROJECT MANAGEMENT / COORDINATION	\$44,975.70							\$44,975.70
2 TASK 2: SURVEY UPDATE WITH AS-BUILT INFORMATION	\$2,849.70							\$2,849.70
3 TASK 3: UTILITY COORDINATION	\$15,277.76							\$15,277.76
4 TASK 4: CITY DESIGN COORDINATION	\$25,037.24							\$25,037.24
5 TASK 5: PERMITTING	\$13,342.85							\$13,342.85
6 TASK 6: TREE RELOCATION COORDINATION	\$1,214.22							\$1,214.22
7 TASK 7: STRUCTURAL DESIGN AND DETAILING	\$45,592.84							\$45,592.84
8 TASK 8: CIVIL & DRAINAGE DESIGN / DETAILING	\$65,468.02							\$65,468.02
9 TASK 9: LANDSCAPE ARCHITECTURE	\$12,508.00							\$12,508.00
10 TASK 10: GEOTECHNICAL DESIGN SUPPORT	\$607.11	\$20,500.00						\$27,107.11
11 TASK 11: SPECS, ESTIMATES & CONSTRUCTION BIDDING	\$10,471.91							\$10,471.91
12								
13								
14								
15								
16								
17 Design Related Direct Costs	\$2,217.50	\$851.40		\$18,000.00				\$21,098.90
18								
19								
20 SUBTOTAL - Basic Design Services	\$239,562.85	\$27,381.40	\$0.00	\$18,000.00				\$284,944.25
21 Percent of cost by firm	84%	10%	0%	6%				100%
22								
23 CONSTRUCTION SUPPORT SERVICES - NOT IN CURRENT SCOPE AND FEE								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								
34 SUBTOTAL - Design Services During Construction	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			\$0.00
35								
36 TOTAL = Design + Construction Services	\$239,562.85	\$27,381.40	\$0.00	\$18,000.00	\$0.00			\$284,944.25

Project Engineering Fee Estimate

TASK 5: PERMITTING

Staff Description	Total Hours																Average Hourly Loaded Rate	Total	Phase Total														
	Principal	Specialty/ Senior Sr Engineer	Project Manager	Design Manager	Senior Str Engr / Designer	Mid Str Engr / Designer	Junior Str Engr / Designer	Senior Civ Engr / Designer	Mid Civ Engr / Designer	Junior Civ Engr / Designer	Senior Scientist	Mid CADD/ Scientist/ Tech	Junior CADD/ Scientist/ Tech	Admin / Clerical	Other																		
Labor	0	0	22	0	0	0	0	38	54	0	0	0	0	0	\$278.78	\$198.24	\$151.78	\$151.78	\$198.24	\$159.89	\$102.22	\$136.29	\$118.00	\$102.22	\$170.36	\$108.41	\$86.73	\$73.75	\$0.00				
TASK 5: PERMITTING	Total hours	0	0	22	0	0	0	0	38	54	0	0	0	0	0																		\$13,342.85
SCDOT Encroachment Permit at Intersection tie-ins			6					12	12																							\$3,553.28	
SCDHEC Land Disturbance Permit Mod			2					4	6																							\$1,388.88	
NPDES Permitting through the City of Charleston / C-SWPPP			12					16	24																							\$6,162.55	
DHEC Coastal Zone Consistency (CZC) - Phase II			2					6	12																							\$2,238.17	
Task																																\$0.00	
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Project Engineering Fee Estimate

TASK 10: GEOTECHNICAL DESIGN SUPPORT

Total Hours	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				
Staff Description	Principal	Specialty/ Senior Str Engineer	Project Manager	Design Manager	Senior Str Engr / Designer	Mid Str Engr / Designer	Junior Str Engr / Designer	Senior Civ Engr / Designer	Mid Civ Engr / Designer	Junior Civ Engr / Designer	Senior Scientist	Mid CADD/ Scientist/ Tech	Junior CADD/ Scientist/ Tech	Admin / Clerical	Other							
Average Hourly Loaded Rates	\$278.78	\$198.24	\$151.78	\$151.78	\$198.24	\$159.89	\$102.22	\$136.29	\$118.00	\$102.22	\$170.36	\$108.41	\$86.73	\$73.75	\$0.00							
Labor																	Total	Phase Total				
TASK 10: GEOTECHNICAL DESIGN SUPPORT																						
	Total hours	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
Subconsultant coordination (Contract & Billing Setup)				4																		\$607.11
Task																						\$0.00
Task																						\$0.00
Task																						\$0.00
Task																						\$0.00
Task																						\$0.00
Task																						\$0.00
Task																						\$0.00
Schnabel Foundation Design for Phase II																	\$26,500.00					

JMT

Design Related Direct Costs

Other Direct Costs					
Mileage - Inspections	\$0.58 Per Mile	15 Miles	0	trips	= \$0.00
Mileage - Meetings	\$0.58 Per Mile	15 Miles	25	trips	= \$217.50
Airfare (once per month for 18 months of const.)	\$300.00 Per trip	0 Trips	0	Travelers	= \$0.00
Hotel	\$125.00 Per night	0 Nights	0	Travelers	= \$0.00
Rental Car	\$45.00 Per Day	0 Days	0	Travelers	= \$0.00
Parking	\$4.00 per Trip	1 Days	25	Trips	= \$100.00
Per Diem Meals	\$40.00 Per Day	0 Days	0	Travelers	= \$0.00
Printing (RFI's, Shops, etc.)	\$1.50 per sheet	75 Sheets	8	Submissions	= \$900.00
Misc					= \$1,000.00
Total ODC's					\$2,217.50

Schnabel

Other Direct Costs					
Mileage	\$0.56 Per Mile	440 Miles	1	trips	= \$246.40
Airfare	\$300.00 Per trip	1 Trips	1	Travelers	= \$300.00
Hotel (fieldwork)	\$125.00 Per night	1 Nights	1	Travelers	= \$125.00
Hotel (meetings)	\$125.00 Per night	1 Nights	1	Travelers	= \$125.00
Rental Car	\$45.00 Per Day	1 Days	1	Travelers	= \$45.00
Per Diem Meals (fieldwork)	\$40.00 Per Day	0 Days	0	Travelers	= \$0.00
Per Diem Meals (meetings)	\$40.00 Per Day	1 Days	1	Travelers	= \$40.00
Printing	\$1.00 per sheet	0 Sheets	0	Submissions	= \$0.00
Misc					= \$0.00
Total ODC's					\$881.40

Palm Trees Limited

Other Direct Costs					
Mileage	\$0.56 Per Mile	0 Miles	0	trips	= \$0.00
Airfare	\$300.00 Per trip	0 Trips	0	Travelers	= \$0.00
Hotel	\$125.00 Per night	0 Nights	0	Travelers	= \$0.00
Rental Car	\$45.00 Per Day	0 Days	0	Travelers	= \$0.00
Per Diem Meals	\$40.00 Per Day	0 Days	0	Travelers	= \$0.00
Printing	\$1.00 per sheet	0 Sheets	0	Submissions	= \$0.00
Tree Relocation costs					= \$18,000.00
Total ODC's					\$18,000.00

Name

Other Direct Costs					
Mileage	\$0.56 Per Mile	0 Miles	0	trips	= \$0.00
Airfare	\$300.00 Per trip	0 Trips	0	Travelers	= \$0.00
Hotel	\$125.00 Per night	0 Nights	0	Travelers	= \$0.00
Rental Car	\$45.00 Per Day	0 Days	0	Travelers	= \$0.00
Per Diem Meals	\$40.00 Per Day	0 Days	0	Travelers	= \$0.00
Printing	\$1.00 per sheet	0 Sheets	0	Submissions	= \$0.00
Misc					= \$0.00
Total ODC's					\$0.00

Phyllis

Other Direct Costs					
Mileage	\$0.56 Per Mile	0 Miles	0	trips	= \$0.00
Airfare	\$300.00 Per trip	0 Trips	0	Travelers	= \$0.00
Hotel	\$125.00 Per night	0 Nights	0	Travelers	= \$0.00
Rental Car	\$45.00 Per Day	0 Days	0	Travelers	= \$0.00
Per Diem Meals	\$40.00 Per Day	0 Days	0	Travelers	= \$0.00
Printing	\$1.00 per sheet	0 Sheets	0	Submissions	= \$0.00
Misc					= \$0.00
Total ODC's					\$0.00

PALM TREES LTD
 PO BOX 1535
 JOHNS ISLAND, SC 29457

Phone: (843) 559-1214
 Email: palmtreesltd@gmail.com

Proposal

Date	Proposal #
4/16/2020	7284REV1

Proposal To:
JMT ENGINEERING 235 MCGRATH DARBY MT. PLEASANT, SC 29464

Ship To
SEA WALL PROJECT MURRAY BLVD. CHARLESTON, SC

Account #	P.O. No.	Good Until
		12/31/2020

Customer Phone	Customer E-mail
843-779-3705	RMATTIE@JMT.COM

Qty	Description	Unit Price	Total
45	ESTIMATED HOURS LABOR TO TRANSPLANT 30 PALMS ON MURRAY BLVD - NO WARRANTY - HOLES FILLED BY OTHERS	275.00	12,375.00
1	SPECIALTY EQUIPMENT - TRENCHER/DYNA DIGGER	3,300.00	3,300.00
1	DISPOSAL FEE - FRONDS	1,200.00	1,200.00
10	LABOR TO STAKE TREE WITH BRACING MATERIAL ***PALM TREES, LTD WILL MAKE EVERY EFFORT TO PERFORM THE TRANSPLANTS WITHOUT DISRUPTION TO SURROUND LANDSCAPE AND STRUCTURES. HOWEVER, THE REMOVAL PROCESS CAN BE DIFFICULT. PALM TREES, LTD IS NOT RESPONSIBLE FOR REPAIRS TO SURROUNDING LANDSCAPE, TURF, STRUCTURES, CABLE/INTERNET, LIGHTING, OR THE LIKE . IT IS POSSIBLE THAT A TREE MAY BREAK DURING THE TRANSPLANT EFFORTS. PALM TREES LTD, IS NOT OBLIGATED TO REPLACE, AT NO CHARGE. THIS PROPOSAL CAN BE WITHDRAWN FOR ANY REASON. UTILITY LOCATION MAY CHANGE THIS PROPOSAL. CONCRETE AROUND TREES REMOVED BY OTHERS THIS QUOTE IS GOOD FOR CALENDAR YEAR 2020	50.00	500.00
	Sales Tax	108.00	108.00
<p>Proposal based on water availability and tractor access at the time of installation. Prices subject to change due to the staking of palms and entry passes to gated communities. Palm Trees Ltd is not responsible for any underground utilities when removing or transplanting existing trees etc.</p> <p>Warranty on installed material based on irrigation at the time of installation. Residential property: 1 year with irrigation, 6 months no irrigation. Commercial/Rental Property: 1 year with irrigation, 3 months with gator bags, no irrigation no warranty. No other warranties or guarantees are expressed or implied.</p>			

Proposal Acceptance: _____ Date: _____

Total	\$17,483.00
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***A 3% PROCESSING FEE WILL BE ADDED TO ALL CREDIT CARD PAYMENTS OVER \$1000



April 9, 2020

Johnson, Mirmiran & Thompson, Inc.
952 Houston-Northcutt Blvd, Suite 100
Mt. Pleasant, SC 29464
Attn: Ryan Mattie, PE

**Subject: Proposal for Design Phase Services
Lower Battery Seawall - Phase II, Charleston, South Carolina
JMT Reference No. 14-1238-002
(SE Reference 15619015.02)**

Dear Ryan:

SCHNABEL ENGINEERING, LLC is pleased to present our proposal for design phase services on the above reference project. This proposal has been prepared based on our discussions on April 7th, 2020,

We understand that the proposed Phase II seawall will start at the end of Phase I and extend to about Sta 18+50. We also understand that JMT and the City would like us to consider the micropile foundation schemes that are currently being implemented in the Phase I construction.

SCOPE OF WORK

Our proposed scope is as follows:

Task 01: Assistance with Final Plans & Specifications

The Final Design will include plans reflecting final alignment and structure and foundation design. The purpose of this task is to perform design efforts for Construction. Development of the Final Plans and Specifications will entail the following activities:

- A. Application of the generalized soil profiles, design sections, and foundation retrofitting layout for the length of the wall to be treated, including constructability review and minor modifications to address specific conditions encountered along the wall length.
- B. Application of the wall face sealing and strengthening treatments to the length of the wall to be treated, including constructability review, and minor modifications to address specific conditions along the wall length.
- C. Development of Non-Standard (specific) details, necessary for construction.
- D. Support JMT and prepare pertinent foundation retrofitting and wall face treatment details for inclusion in the final plans (For Construction). The final plans will consist of the following:
 - i. Title Sheet and Location Plan (In collaboration with Others)
 - ii. Quantities (In collaboration with Others)
 - iii. General Notes (In collaboration with Others)

- iv. Standard Details (In collaboration with Others)
- v. Reinforcing Bending Details (by Others)
- vi. General Plan and Elevation (In collaboration with Others)
- vii. Boring Logs (In collaboration with Others)
- viii. Foundation Plans (In collaboration with Others)
- ix. Typical Sections
- x. Structural Details (by Others)
- xi. Non-Structural Details (In collaboration with Others)
- xii. Construction limits (by Others)
- xiii. Property lines, property parcel number, and ownership (by Others)
- xiv. Proposed right-of-way and easements (by Others), and
- xv. Geometric control (vertical and horizontal) Development of design standards (In collaboration with Others)

Task 02: Assistance with Quantity Estimates, Special Provisions & Construction Bidding

Services under this task will entail the following:

- A. Computation of foundation retrofitting and wall face treatment work quantities based upon the final plans. Computations will be tabulated in the quantity summaries on the final plans.
- B. Preparation of Special Provisions for the foundation retrofitting and wall face treatment work to supplement the "2007 Standard Specifications for Highway Construction and Standard Special Provisions," issued by the SCDOT.
- C. Consultation associated with responses to RFIs during Bidding Phase

ASSUMPTIONS

In developing our scope, we have assumed the following:

- Design loads on the seawall will be provided by JMT.
- JMT will design the concrete reinforcement and dowel connections for the new seawall pile cap.
- No site visits or review meetings will be required
- The seawall foundation system will remain unchanged from the previous conceptual design report. If significant design changes are required, a revised proposal will be provided

PROJECT FEES

Our proposed Lump Sum fees are as follows:

Task 01: Assist with Final Plans & Specs = \$21,000

Task 02: Assist with Quantity Estimates, Special Provisions & Const. Bidding = \$5,500

This work will be provided as an extension of our existing Subcontract Agreement with JMT on the project.

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Ed Boines / Andrew Jones DEPT. Parks – Capital Projects
 SUBJECT: DANIEL ISLAND RECREATION CENTER PROFESSIONAL SERVICES CONTRACT

REQUEST: Approval to convert P157075 from a Purchase Order to a Professional Services Contract with S&ME in the amount of \$41,061.25 for special inspections and testing due to the PO (original amount \$29,400.00) needing to be increased by \$11,661.25 due to an increased number of concrete inspections resulting from small concrete pours and additional steel welding inspections since the pre-engineered steel building plans were not available at the time the inspection estimate was prepared.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051570-58238
 Balance in Account \$11,661.25 Amount needed for this item \$11,661.25
 Project Number CP1627

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT: Approval of the professional services contract will obligate \$11,661.25 of the \$10,813,843.85 project budget. Funding sources for this project are: Land Sales (\$948,000.00), SC Sport Development Grant (\$52,125.00), 2018 GO Bond (\$9,813,718.85).

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

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

**City of Charleston Contract
Small Professional Services**

THIS CONTRACT, made this _____ day of _____, 20____ by and between

The Owner: City of Charleston and the A/E: S&ME, Inc.
 Department of Parks 620 Wando Park Boulevard
 823 Meeting Street Mount Pleasant, South Carolina 29464
 Charleston, SC 29403

WHEREAS the Owner requires the delivery of certain Inspection and Construction Materials Testing, ("Work") as a part of the Daniel Island Recreation Center construction ("Project") as outlined in the S&ME Inc.'s Fee Proposal No. 35-1800410 dated October 18, 2018 (attached as Exhibit A), and S&ME, Inc.'s additional Scope of Work prepared on May 6, 2020 (attached as Exhibit B), ("Service" or "Scope of Services"), which are marked as indicated herein and attached hereto as if fully written herein.

CP 1627 Daniel Island Recreation Center
 (Project Number) (Project Name)

WHEREAS, the A/E, whose SC professional license is COA #473 is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and A/E agree to all of the following:

The Services required herein are set forth in the attached EXHIBIT A and Exhibit B, which shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. Services shall be performed and Payments for acceptable work shall be made in accordance with the following:


<u>MILESTONE</u>	<u>SCHEDULE</u>	<u>PHASE FEE (%)</u>
<u>Materials Testing and Inspections</u>	<u>On-going</u>	\$29,400.00
<u>Project Management & Administration</u>	<u>3 months</u>	\$2,740.00
<u>Soils Testing</u>	<u>3 months</u>	\$510.00
<u>Concrete Testing</u>	<u>3 months</u>	\$4,071.25
<u>Masonry</u>	<u>3 months</u>	\$800.00
<u>Steel/Seismic</u>	<u>3 months</u>	\$3,540.00
TOTAL		\$41,061.25

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE ENTERED INTO THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

OWNER: City of Charleston

S&ME, Inc.

BY: _____
 John J. Tecklenburg, Mayor

BY: 
 Signature
MARC D. CERINO
 Print or Type Name
ITS: SENIOR ENGINEER

ATTACHMENTS

1. S&ME's Fee Proposal No. 35-1800410 dated October 18, 2018 marked as Exhibit A
2. S&ME's additional Scope of Work prepared on May 6, 2020 marked as Exhibit B

**Terms and Conditions of the City of Charleston
Professional Services Contract**

ARTICLE 1 - GENERAL

- A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit A.
- B. The A/E agrees that it will perform its services consistent with the professional skill and care ordinarily provided by the Engineers practicing in the same or similar locality under the same or similar circumstances.
- C. The A/E covenants with the Owner that it possesses the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that it will use good professional judgment in performing the Scope of Services.
- D. The A/E agrees to cooperate with the Owner and any other contractor.

ARTICLE 2 – A/E’S RESPONSIBILITIES

- A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E’s performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
- B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
- C. A/E shall provide all Scope of Services using persons, including the staff of A/E’s Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
- D. The A/E shall manage and coordinate the A/E’s services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
- E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
- F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner.
- G. The A/E shall be entitled to additional compensation if required to provide services beyond those Services set forth in Exhibit A. The A/E shall be compensated for these additional services as agreed by both parties based on projected time and expense for the additional services as outlined in Exhibit B.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

- A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
- B. The Owner shall designate one or more representatives with authority to act on the Owner’s behalf in all matters related to the Owner’s duties under this Contract.
- C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
- D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E’s performance under this Contract.

ARTICLE 4 – ADDITIONAL CONSULTANTS

- A. It is agreed that the attached Exhibit A shall have identified all professional and technical disciplines and their providers required for the performance of the A/E’s services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
- B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

ARTICLE 5 – LIMITATIONS AND REPRESENTATIONS OF RESPONSIBILITY

- A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other Project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
- B. The A/E agrees, to the fullest extent permitted by law, to indemnify the Owner its officers, and employees against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the A/E's negligent performance of professional services (including acts, errors, omissions or default) under this Agreement and that of its subconsultants or anyone for whom the A/E is legally liable. In regard to all other non-professional services or intentional torts, and with exclusion of negligent professional services in the above paragraph, to the maximum extent allowed by law, the A/E shall defend and indemnify the Owner, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the performance of the non-professional services or intentional acts or omissions of the A/E or its subconsultants or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the Owner, its agents, officers, or employees. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 6 – DOCUMENTS

- A. At the completion of the Project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
- B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
- C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
- D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
- E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS

- A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
- C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursable Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
- D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
- E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

ARTICLE 8 - DISPUTE RESOLUTION

The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a State or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the Contract is not a waiver of either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase "the State" includes any governmental entity transacting business with the A/E pursuant to the Contract.

ARTICLE 9 SUSPENSION AND TERMINATION

- A. The Owner may direct the A/E to suspend performance under this Contract at any time.
- B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
- C. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
- D. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E's time schedules shall be equitably adjusted. If a project is interrupted for ninety (90) days or more due to no fault of the A/E, the A/E's compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E's services and the time schedules for the remaining Services shall be equitably adjusted.
- E. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all Work acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
- F. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice if not cured as stated below. The notice of termination shall set forth with specificity the grounds for termination and give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 – INSURANCE

- A. The A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.
- B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of \$1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

- A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
- B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
- C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
- D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

ARTICLE 12 – ERRORS AND OMISSIONS

- A. Owner shall notify the A/E whenever the Owner believes the A/E's work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.
- B. When the A/E's error or omission results in costs to the Owner over those the Owner would have paid had the error or omission not occurred, the A/E shall be responsible for any such additional costs not covered and paid by the A/E's professional liability insurance.

May 6, 2020

City of Charleston, Department of Parks
Capital Projects
823 Meeting Street
Charleston, South Carolina 29403

Attention: Mr. Edward H. Boinest, III/Senior Construction Project Manager
(via email: BoinestE@charleston-sc.gov)

Reference: **Request for Additional Funds**
Daniel Island Recreation Center
Daniel Island, South Carolina
S&ME Project No. 3513-18-130

Dear Mr. Boinest:

S&ME, Inc. is providing construction materials testing (CMT) and special inspection (SI) services for this project in general accordance with S&ME Proposal No. 35-1800410 dated October 9, 2018. This letter is to formally request additional funds to complete S&ME's services for this project.

Contract and Billing Information

Our *Opinion of Probable Cost* included with the referenced proposal estimated the costs for S&ME's services to be \$29,400. These costs were estimated based on various assumptions and without a construction schedule.

Billings through S&ME Invoice No. 992053 total \$29,116.25, or approximately 99% of the budget amount.

Additional funds will be necessary for S&ME to complete the CMT and SI services for this project.

Discussion of Cost Overruns

The following is a brief description of the scope items which have exceeded our budget estimates.

Concrete Sampling and Testing – The costs for this scope item were exceeded because there were more pours than anticipated resulting in additional manpower (and subsequently number of concrete cylinders) required. Some of the pours were small (less than 10-20 cy) which increases the number of pours required to complete the work. At the time of our proposal we were not provided with a construction schedule or planned sequencing of work. Therefore, we were unaware of the contractor's plans for number and sizes of pours.



Structural and Cold-Formed Steel – The costs for this scope item were exceeded because of the additional timeframe required for welding of some connections due to connection design, the Area B canopy connections (including reinspections), and not having metal building drawings at the time of our proposal. We have also had numerous reinspections for structural and cold-formed steel.

Our costs are highly dependent upon the amount of work ready for testing and/or evaluations at the time we are requested on-site, delays encountered once S&ME is on-site (e.g. delays in concrete delivery, grouting operations, etc.), and/or retesting required, as well as the final project schedule, and scheduling/sequencing of S&ME's services.

Our services for earthwork/foundations, masonry construction, and project management are currently less than our estimated budget amounts. Architectural evaluations have not yet started but are anticipated to be less than estimated.

Estimated Costs to Complete Project

Based on our understanding of the work left to be completed by S&ME and our experience with this project, we have estimated the costs required to complete the CMT and SI scope outlined in Proposal No. 35-1800410. Please refer to the attached *Estimate of Additional Costs* sheets.

In an effort to help reduce additional costs, we are reducing the rates for concrete cylinders, grout prisms, and trip charges moving forward.

Authorization

We will continue to provide our services on this project, unless otherwise instructed by the City of Charleston. We anticipate that a Change Order will be required to formally authorize our services.

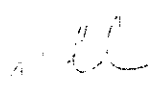
Closure

We appreciate the opportunity to be of service to you during this project. If you should have any questions or need additional information, please feel free to contact us at your convenience.

Sincerely,

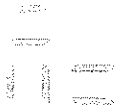
S&ME, Inc.

Talon M. Wagenknecht
Group Leader


Digitally signed by Marc Cerino
DN: o=S&ME,
email=mcerino@smainc.com, cn=Marc Cerino
Date: 2020.05.06 13:03:06 -04'00'
Marc D. Cerino, P.E.
Senior Engineer/Project Manager

Attachments: Estimate of Additional Costs

Attachments



Estimate of Additional Costs
Construction Materials Testing & Special Inspections
Daniel Island Rec Center
Charleston, South Carolina
S&ME Project No. 3513-18-130

CONTRACT & BILLING INFORMATION

- Original Contract Amount per S&ME Proposal No. 35-1800410 -- \$29,400
- Billed through Invoice No. 992053 (services through 4/18/20) -- \$29,116.25

<u>Scope</u>	<u>Budget</u>	<u>Billed</u>	<u>%</u>
Earthwork & Shallow Foundations	\$9,975.00	\$4,855.00	48.7
Concrete Sampling and Testing	\$3,800.00	\$10,552.50	277.7
Masonry Construction	\$3,830.00	\$1,420.00	37.1
Structural Steel, Wood, Cold-Formed Steel	\$5,850.00	\$8,362.50	142.9
Architectural Evaluations	\$1,860.00	\$0.00	0.0
Project Management	<u>\$4,085.00</u>	<u>\$3,926.25</u>	<u>96.1</u>
	\$29,400.00	\$29,116.25	99.0

ADDITIONAL SERVICES

- Rates shown below are in accordance with S&ME Proposal No. 35-1800410 except for Concrete Cylinders, Grout Prisms, and Trip Charge which have been reduced
- Hours shown below for "Left to Perform" are estimates only

Accrued

4/22/20	Rebar - Corridor 126 stairs - Marc Cerino	0.5	hours	\$55.00	\$27.50
4/22/20	Concrete - Corridor 126 Stairs - Austin Gibson	2	hours	\$55.00	\$110.00
	Concrete Cylinders	5	each	\$10.00	\$50.00
	Trip Charge	1	each	\$5.00	\$5.00
4/23/20	Project Management - Marc Cerino	1	hours	\$135.00	\$135.00
4/23/20	Cylinder Pickup - Jeffrey Bowles	1.5	hours	\$55.00	\$82.50
	Trip Charge	1	each	\$5.00	\$5.00
4/23/20	Steel Framing - Brian Throneburg	5	hours	\$75.00	\$375.00
	Trip Charge	1	each	\$5.00	\$5.00
4/24/20	Steel Framing - Brian Throneburg	3	hours	\$75.00	\$225.00
	Trip Charge	1	each	\$5.00	\$5.00
4/29/20	Rebar - Area C Exterior SOG - Rafael Burkett	0.75	hours	\$55.00	\$41.25
4/29/20	Concrete - Area C Exterior SOG - Kara Temple	2.5	hours	\$55.00	\$137.50
	Concrete Cylinders	5	each	\$10.00	\$50.00
	Trip Charge	2	each	\$5.00	\$10.00
4/30/20	Cylinder Pickup - Jeffrey Bush	1.5	hours	\$55.00	\$82.50
	Trip Charge	1	each	\$5.00	\$5.00
4/30/20	Rebar - Area C rear stairs - Marc Cerino	0.5	hours	\$55.00	\$27.50
5/1/20	Concrete - Area C rear stairs - Jake Wastler	1.75	each	\$55.00	\$96.25
	Concrete Cylinders	5	each	\$10.00	\$50.00
	Trip Charge	1	each	\$5.00	\$5.00
5/2/20	Cylinder Pickup - Jim Doman	1	hours	\$55.00	\$55.00
	Trip Charge	1	each	\$5.00	\$5.00



Estimate of Additional Costs
Construction Materials Testing & Special Inspections
Daniel Island Rec Center
Charleston, South Carolina
S&ME Project No. 3513-18-130

Left to Perform - Estimate

TBD	Retaining Wall Foundations & Rebar	12	hours	\$55.00	\$660.00
	Trip Charge	4	each	\$5.00	\$20.00
TBD	Retaining Wall Foundation Concrete	16	hours	\$55.00	\$880.00
	Concrete Cylinders	20	each	\$10.00	\$200.00
	Trip Charge	4	each	\$5.00	\$20.00
TBD	Cylinder Pickup	4	hours	\$55.00	\$220.00
	Trip Charge	4	each	\$5.00	\$20.00
TBD	Wall Rebar & Concrete	12	hours	\$55.00	\$660.00
	Concrete Cylinders	20	each	\$10.00	\$200.00
	Trip Charge	4	each	\$5.00	\$20.00
TBD	Wall Backfill	9	hours	\$55.00	\$495.00
	Trip Charge	3	each	\$5.00	\$15.00
TBD	Dumpster Enclosure Foundations & Rebar	3	hours	\$55.00	\$165.00
	Trip Charge	1	each	\$5.00	\$5.00
TBD	Dumpster Enclosure Foundation Concrete	3	hours	\$55.00	\$165.00
	Concrete Cylinders	5	each	\$10.00	\$50.00
	Trip Charge	1	each	\$5.00	\$5.00
TBD	Dumpster Slab Rebar & Concrete	3	hours	\$55.00	\$165.00
	Concrete Cylinders	5	each	\$10.00	\$50.00
	Trip Charge	1	each	\$5.00	\$5.00
TBD	Steel Inspections	8	hours	\$75.00	\$600.00
	Trip Charge	2	each	\$5.00	\$10.00
TBD	Exterior Cold-Formed Framing	8	hours	\$75.00	\$600.00
	Trip Charge	2	each	\$5.00	\$10.00
TBD	Exterior Sheathing	8	hours	\$75.00	\$600.00
	Trip Charge	2	each	\$5.00	\$10.00
TBD	Wind/Seismic Items (Brick Veneer & Panels)	12	hours	\$90.00	\$1,080.00
	Trip Charge	4	each	\$5.00	\$20.00
TBD	Remaining CMU/Masonry & Pickups (dumpster enclosure, Area C column	12	hours	\$55.00	\$660.00
	Grout Prisms	12	each	\$10.00	\$120.00
	Trip Charge	4	each	\$5.00	\$20.00
TBD	Project Management	18	hours	\$135.00	\$2,430.00
TBD	Project Management	1	hours	\$175.00	\$175.00

Subtotal: \$11,945.00

Total Remaining Budget: \$283.75

Required CO Amount: \$11,661.25

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor


FROM: Matt Fountain DEPT. Stormwater

SUBJECT: EMERGENCY ARCH REPAIR – LIBERTY STREET

REQUEST: Emergency Repair of a Brick Arch Failure of Approximately 100 Linear Feet with Palmetto Gunite Construction Company, Inc. Replaced Arch, Installed Manholes, and Connected Roadside Drainage Inlets.
PO Box 388, Ravenel, SC 29470.

COMMITTEE OF COUNCIL: Ways & Means DATE: June 23, 2020

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Stormwater	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

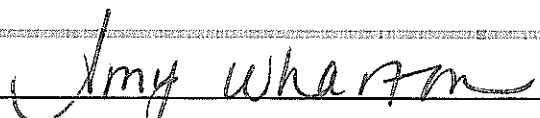
FUNDING: Was funding previously approved? Yes No N/A

If yes, provide the following: Dept./Div.: 050345 Account #: 52425

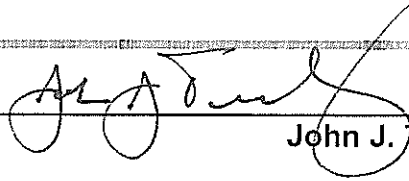
Balance in Account \$ Amount needed for this item \$221,309.20

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Drainage Funds

Mayor's Signature: 
 John J. Tecklenburg, Mayor

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

Palmetto Gunite Const. Co., Inc.

P.O. Box 388
 5330 Savannah Hwy
 Ravenel SC 29470

INVOICE

Invoice Number 4310
 Invoice Date Apr 28, 2020
 Page: 1

Voice 843-889-2227
 Fax 843-889-2136

Duplicate

Bill To:
 City of Charleston
 Dept. of Public Service
 2 George Street, 2nd Floor
 Charleston, SC 29401

Ship to:

Customer ID	Customer PO	Payment Terms	
		Net 10 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			5/8/20

Quantity	Item	Description	Unit Price	Amount
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Liberty Street

Saw cut & demo asphalt 100 LF roadway 6" asphalt 6" concrete, excavate trench line, install 57 granite for pipe bedding installed 100 LF 18" HDPE, chipped out 4 EA receiving holes in existing manholes, patched 4 EA manholes, cleaned & camera Liberty St storm drain with Sanders Bros flowable fill road cuts, 100 LF steel plates, patch pave asphalt, haul out all spoil material from trench line tied in 2 EA catch basins to new 18"

Excavated area of brick pipe with missing bricks found during camera inspection Upon excavation we found a 4" sewer service broke inside arch Contacted CWS to repair service Set manhole cone on area Palmetto Gunite shot gunite to stabilize and seal all connections 2 EA steel plates for excavation

Lump Sum \$ 196,559.20

Installation of conflict box manhole, CWS sewer line crossing through and collapsing the existing brick arch Repaired the brick arch at that location flo-filled excavation and replaced pavement

Lump Sum \$ 24,750.00

Check/Credit Memo No

Subtotal	
Sales Tax	
Total Invoice Amount	
Payment/Credit Applied	
TOTAL	\$ 221,309.20

EMERGENCY PURCHASE JUSTIFICATION FORM

DEPARTMENT: Stormwater Management

PRODUCT: Repair of road and brick arch storm drain: Liberty Street

VENDOR: Palmetto Gunitite Construction Company

DATE: April 7, 2020

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

During the recent inspection of the drainage system, several areas of the brick arch in Liberty Street were found to be severely damaged. Additional investigation narrowed the extent of the failed arch to about 100'. The chance of additional failure of the arch and road makes this an emergency procurement.

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

The brick arch storm drain will be repaired using a pipe burst technique (if possible). In the event that pipe bursting is not feasible, open cutting of the road may be required. The pipe openings at the manholes on either end of the replaced section will be sealed with shotcrete after the pipe is connected. One badly deteriorated brick manhole will be completely lined with shotcrete.

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

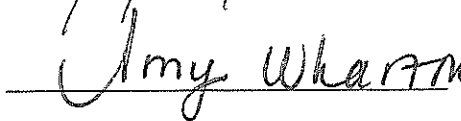
The cost for this repair will not exceed \$230,000.00. Work can begin as soon as a PR is issued.

Requester Signature



Title: Senior Project Manager

Approver Signature



Title

CFO



Reply to:

☐ P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227

☐ P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

PROPOSAL

April 7, 2020

Attn: Frank Newham
City of Charleston
Department of Public Service
2 George Street, 2nd Floor
Charleston, SC 29401

Subject: Emergency Brick Arch Repair – Liberty Street

Gentlemen:

We are pleased to submit our proposal for the rehabilitation of the existing brick arch on Liberty Street between St. Phillip & King Street including the furnishing of all material, equipment, labor and supervision, as required to accomplish the work, as follows:

Scope of Work:

Clean brick drainage system from approximately St. Phillips Street to King Street. Replace collapsed sections (approximately 100 LF) with new drainage pipe, which shall be 18" RCP or HDPE, and tied to the existing drainage manholes. Line (1) brick manhole with shotcrete and seal around new pipe connections at existing manholes with Shotcrete. Flowable fill shall be installed where necessary and disturbed asphalt shall be replaced in accordance with the City of Charleston's asphalt pavement repair specifications.

Payment:

Payment shall be full upon completion in the amount not to exceed \$ 230,000.00.

Basis of Proposal:

- 1) We shall be provided the following goods/services at no cost to us:
 - A) Free ingress/egress to the site until our work is completed;
 - B) Any federal, state or location permits that may be required for this work;

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted, 20.

PALMETTO GUNITE CONSTRUCTION CO., INC.

By

By

Approved:



Reply To:

7 P.O. Box 388 - Ravenel, S.C. 29470-0388 - (843) 889-2227

8 P.O. Box 532 - Sheffield, AL 35660-0532 - (256) 767-0476

PROPOSAL

- C) Cleaning of all silt and debris from the existing brick arch.
- 2) All Shotcrete will be installed in accordance with A.C.I. 506.2, "Specifications for Materials, Proportioning, and Application of Shotcrete".
- 3) All excavated areas shall be back filled with flow-able fill to the required elevation.
- 4) All work shall be performed in accordance with the above scope and the city's existing Standard Brick Arch Repair detail. (attached)
- 5) We will follow all PPE measures and confined space entry procedures as set forth by federal and state laws.
- 6) We will provide traffic control, barricades, signage as necessary to perform this work.
- 7) Payment shall be made within 10 days of date of invoice. If payment is not received as stipulated and cost is incurred in relation to the collection of said funds, the recipient of this proposal agrees to pay all collection costs, including attorney's fees and interest at current rates. No retainage will be held.
- 8) If any part of this proposal is unclear or if you have any questions please contact Tommy Hendricks at (843)-889-2227.

Insurance:

It is understood and agreed that we will furnish workman's compensation, public liability, and property damage insurance and pay social security on all employees on our payroll to comply with Federal and State laws.

Respectfully Submitted

Unless otherwise in part provided for in the above, this proposal is also subject to the conditions noted on the reverse side.

Accepted, 20.

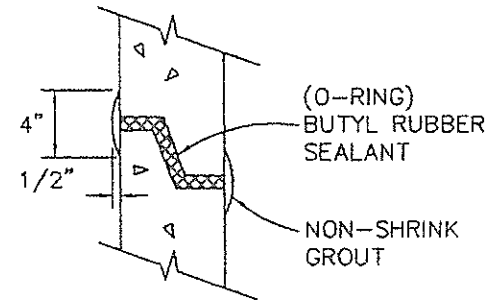
PALMETTO GUNITE CONSTRUCTION CO., INC.

By

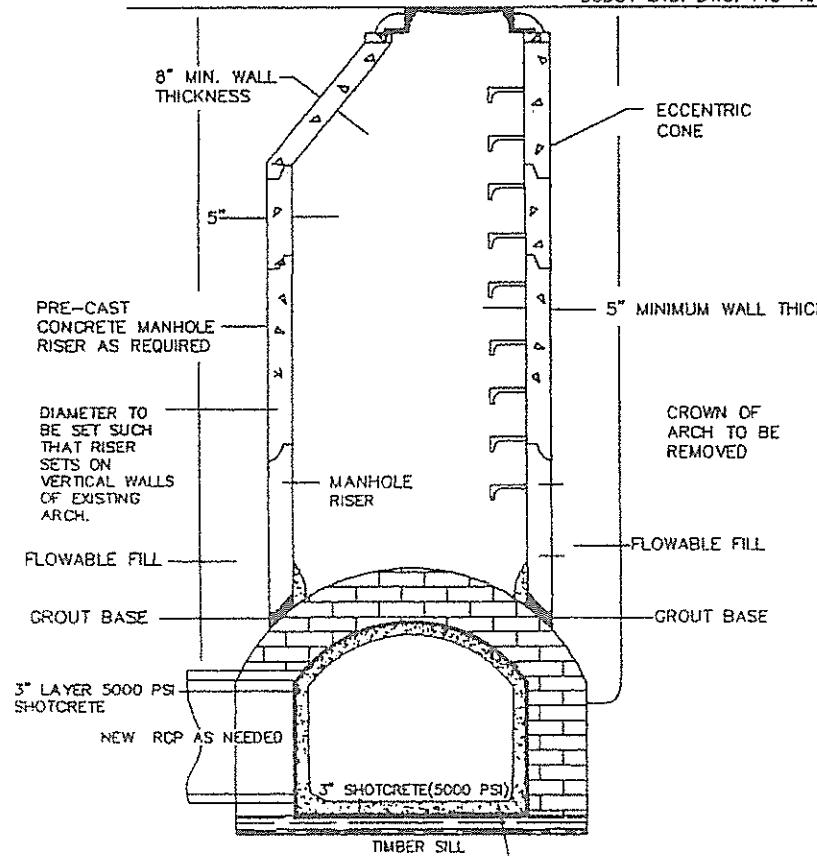
By

Approved:

MANHOLE STEPS PER
SCDOT STD. DWG. 719-16

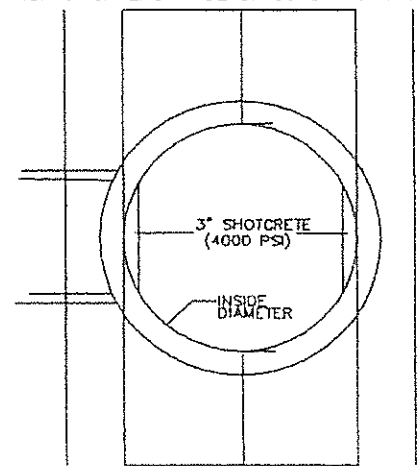


JOINT DETAIL



ELEVATION

APPLY 3" SHOTCRETE(5000 PSI) ON CLEANED BRICK ARCH 5" ON EACH SIDE OF CONSTRUCTION.



PLAN VIEW

SHOTCRETE TO BE APPLIED OVER A 2x2 - Wt. 4x1.4 GALVANIZED WWF LAPPED 6" AT SPLICES. WIRE SHOULD BE CENTERED WITHIN 3" THICKNESS

- NOTE:
- 1) BRICK ARCH SHALL BE CLEANED AND ALL SEDIMENT AND/OR DEBRIS TO BE REMOVED PRIOR TO SHOTCRETE APPLICATION
 - 2) WELDED WIRE FRABRIC SHALL BE ANCHORED TO BRICK ARCH

STANDARD BRICK ARCH REPAIR DETAIL

Department of Public Service
ENGINEERING DIVISION
CITY OF CHARLESTON, SOUTH CAROLINA
75 CALHOUN ST. CHARLESTON, SC 29401-3506

DRAWN BY: JAM	APPROVED BY: MC	SCALE: N.T.S.
DATE: 10/19/04	DETAIL No.	
REVISED DATE:	SHEET No. 1 of 1	