

May 26, 2020
4:30 p.m.
Conference Call:
1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

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

April 28, 2020
3. Bids and Purchases
4. Recreation: Approve the contract between the City of Charleston and the Charleston County School District in the amount of \$94,500 to purchase meals to be served during the summer for children who participate in the school free/reduced lunch program. Funding is provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.
5. Police Department: Approval of a temporary Intergovernmental Agreement with Charlotte Mecklenburg PD for L/E services in preparation for, during, and after the 2020 Republican National Convention. All expenses will be reimbursed to the City.
6. Police Department: Approval of a MOU between the CPD, Clemson University, University of Cincinnati, and East Side Community Development Corporation. The MOU will take effect if the CPD is awarded the Community Based Crime Reduction Grant. If the potential grant is awarded, the City will receive \$1,000,000 over three years with no City match.
7. Parks-Capital Projects: Approval of a grant application for Land and Water Conservation Fund-Outdoor Recreation Legacy Partnership Program funding for the renovation of West Ashley Bikeway between Wappoo Road and Wantoot Blvd. The scope of work includes design, permitting and construction of a 10-foot-wide asphalt path, improved pedestrian crossings, and associated site improvements. The grant is for \$700,000 in Federal funds to be matched by \$700,000 in City funds for a total request of \$1,400,000. Funding for the match is included in the project budget of \$1,286,000. Funding sources for this project are: 2015 General Fund Reserves (\$380,000), 2018 General Fund Reserves (\$806,000), and Hospitality Funds (\$100,000).
8. Parks-Capital Projects: Approval of FEMA-4241-DR-SC-0077 Huger St. Fire Station #8 Retrofit Fee Amendment #1 with Liollio Architecture in the amount of \$65,160 for additional design and permitting services related to stormwater management requirements, along with costs associated with a project delay and adoption of building code updates. These requirements were added as a result of the redevelopment standards adopted in late 2017. The grant application was initially submitted in 2016. Approval of Fee Amendment #1 will increase the Professional Services

Contract by \$65,160 (from \$277,418 to \$342,578). Funding sources for this project are: FEMA Hazard Mitigation Grant (\$255,232) and General Fund Reserves (\$140,237).

9. Parks-Capital Projects: Approval of the CPD Forensic Services Building Professional Services Contract with ESP Associates, Inc. for \$80,684.83 to replace P157074 for inspection and testing services beyond the original scope and anticipated schedule, including SWPPP inspections and project duration exceeding the estimated schedule prior to receipt of construction bids. Attached is a memo explaining the need for extending the services and for going over the \$50,000 procurement threshold for professional services. Approval of the Professional Services Contract will obligate \$80,684.83 of the \$12,392,186 project budget. Funding sources for this project are: 2015 IPRB (\$7,392,186) and 2017 IPRB (\$5,000,000).
10. Stormwater Management: Approval to accept the National Fish and Wildlife Foundation (NFWF) Grant for renaturalizing the Church Creek Drainage Basin. The grant will develop an engineering and design plan, test outreach and educational opportunities, and complete necessary permitting to restore natural floodplain function in the Church Creek Drainage Basin. Federal Funds - \$125,000, Local Match - \$136,550. Matching funds of \$125,000 are budgeted in the Stormwater Fund, in-kind match of \$500 from the City, \$7,050 in-kind match from The Nature Conservancy, and \$4,000 in-kind match from the Clemson Extension School. Total Match - \$136,550.
11. Stormwater Management: Approval to enter into a Memorandum of Agreement with Charleston Water Systems for in-contract work on the Huger/King intersection drainage improvement project. Reimbursement will be provided by CPW for expenses incurred in the contract for water and sewer utility work. Funding for this project is available in the Cooper River Bridge TIF.
12. Fire Department: Approval to submit the 2020 Assistance to Firefighter Supplemental Grant for \$171,892 to reimburse and purchase PPE and decon equipment related to COVID. This includes \$46,000 in purchased equipment. There is a required 10% match of \$17,189.20, which has already been expended with PPE already purchased. This is an after-the-fact request.
13. **The Committee on Real Estate (Meeting was held on Tuesday, May 26, 2020 at 4:00 p.m., Conference Call: 1-929-205-6099; Access Code: 835678884)**
 - a. Approval of the Parking Agreement between the City of Charleston and Madison Capital for the advanced lease payment and lease of parking in the future municipal parking lot known as the Trolley Barn lot. ***(To be sent under separate cover by the Real Estate Department)***
 - b. Consider the following annexations:
 - i. 230 Yates Avenue (TMS# 343-05-00-042) 0.24 acre, James Island (District 11). The property is owned by Elizabeth Lovett and David Stickel.
 - ii. 1837 Bentgrass Court (TMS# 334-03-00-023) 0.61 acre, James Island (District 12). The property is owned by David W Dunn Trust.

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: Chief Daniel Curia DEPT. Fire Department
SUBJECT: RDK AREARAE PRO DETECTOR KIT
REQUEST: Approval to purchase the RDK AreaRae Pro Detector Kit from Safeware, Inc., 4403 Forbes Blvd., Lanham, MD 20706.
Solicitation #20-B018S

COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 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"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Daniel D. Curia</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>Gregory Coy</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 280046 Account #: 58015

Balance in Account \$ 102,460 Amount needed for this item \$102,430.63

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *Matthew*, Deputy CFO for *Angie Wilbur*, CFO

FISCAL IMPACT: 2019 Port Security Grant 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.

BID TABULATION SHEET
CITY OF CHARLESTON
 Charleston, South Carolina

Fire Department

DATE: MAY 12, 2020

SOL.# 20-B018S

BUYER: CHENETTE SINGLETON

QTY.	DESCRIPTION	BIDDER		BIDDER		BIDDER	
		UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
	RDK AreaRae Pro Detector Kit						
	COMPANY NAME	Safeware		All Safe Industries			
	COMPANY REPRESENTATIVE	Jessica Faulkner jfaulkner@safewareinc.com		Steve Haise sales@allsafeindustries.com			
	PHONE NUMBER	301-683-1234		502-499-7988			
	MINORITY	N		N			
1	RDK AreaRae Pro Detector Kit P/N# RAE W01R-111101-056079-0011	283.24	64,257.88		64,680.63		
2	CL2 Sensors RAE C03-0978-000	383.82	566.48	267.50	535.00		
2	NH3 Sensors RAE C03-0950-000		767.64	362.50	725.00		
1	RAELINKS MESH RAE 029-069S-000		2,531.47		2,390.83		
1	Rugged Dell Laptop 7424 (per specs)		6,154.93		5,723.52		
1	Pelican Case for laptop and accessories		190.00		275.00		
1	Half Day Training		N/C		1,500.00		
1	AreaRae Pro Monitor P/N #RAE W01A-111101-056079-0011		13,824.00		13,914.95		
1	MultiRae Lite Gas Detector Unit RAE MAE3-A2C112E-420		1,993.55		1893.55		
	Sub-Total		90,185.95		91,638.48		
	Shipping		0.00		300.00		
	9% Tax		8,116.74		8,112.46		
	TOTAL		\$98,302.69		\$100,050.94		

COMMENTS:

BUYER: *Chenette Singleton*
 Engineer

WITNESS: *Frank Duncanson*



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

Bid Number: 20-B018S		Bids will be received until: May 12, 2020 @ 12:00pm	
Bid Title: RDK AreaRae Pro Detector Kit			
Mailing Date: April 10, 2020		Direct Inquiries to: Chenette Singleton or Robin Robinson	
Vendor Name: Safeware, Inc		FEIN/SS#: 52-1152883	
Vendor Address: 4403 Forbes Blvd.			
City - State - Zip: Lanham, MD 20708			
Telephone Number: 301-683-1234		Fax Number: 301-6831200	
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If so, please provide a copy of your certificate with your response			
Authorized Signature: <u>Jessica M. Faulkner</u>		Title: Assistant Secretary, Jessica M. Faulkner	
Date: <u>4/24/2020</u>			
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. This signed page must be included with bid submission.			

IMPORTANT

1. The City of Charleston, South Carolina has received funds from the 2019 Port Security Grant and is issuing this Invitation for Bid for RDK AreaRae Pro Detector Kit.
2. This solicitation seeks proposals responding to the Scope of Work for a RDK AreaRae Pro Detector Kit. This solicitation does not commit the City of Charleston to award a contract, to pay any costs incurred in the preparation of applications submitted, or to procure or contract for the services. The City reserves the right to accept or reject any, all or any part of any Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.
3. Bidder may mail, or hand-deliver response to the Procurement Division. Bids delivered to any other location will not be accepted. Do Not Fax in the Bid response. Please show the solicitation number on the outside of any mailing package. The City of Charleston assumes no responsibility for unmarked or improperly marked envelopes. If directing any other correspondence to the Procurement Division not related to the solicitation, please do not include the solicitation number on the envelope. If the Bidder chooses not to respond to this solicitation, it is recommended to return the "No Bid Response Form" to our office.
4. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

Item #	Quantity	Description	Unit Price	Total Price
1	1	<p>RDK AreaRae Pro Detector Kit -- PN# RAE W01R - 111101 - 036079 - 0011</p> <p>The Rapid Deployment Kit (RDK) Detector Package includes 4 versatile GPS-enabled AREARAE Pro monitors, each with up to 7 sensors and RAEmets. With The RDK, you have everything you need to create a perimeter and set up a command station up to two miles from the site. It all fits into a military-grade protective case, which charges all the batteries during storage.</p> <ul style="list-style-type: none"> ◦ 1 Pelican case with precut foam, embedded charging systems for 4 AREARAE and lead organizer for Accessories storage/ transportation equipped with: ◦ 4 AREARAE PRO monitors with sensors, battery and wireless options as specified, and protective rubber boot and filter(s) installed ◦ Sensors installed: Oxygen, CO, H2S, LEL/PID/Gamma/RAEMET ◦ Power Adapter, AC/DC, 90-264 V Input, 12 VDC/7.5 A 90 W Output ◦ Power cord, AC, 125 V, 10 A, US, UK, & EU Plug, 1.8 m, ◦ 1 One to Five charging cable ◦ 4 External Battery Chargers ◦ 4 additional rechargeable Batteries ◦ 1 PC communication cable ◦ 1 Calibration adapter ◦ 1 Screw Driver, Slotted ◦ 1 Screw Driver, Phillips #6 ◦ 1 Tool kit for 7R+ PID sensor ◦ 1 Opening Tool kit for 4R+ PID sensor ◦ 1 PID Lamp Cleaning kit (isopropanol) ◦ 10 spare external filters ◦ 1 Sensor RAE 4R+ ◦ 1 RAELink3 ◦ 4 ProRAE Guardian Licenses - Tier 3 Concurrent Instruments ◦ Quick Start Guide and CD with documentation ◦ RDK Accessory List (laminated card) ◦ ProRAE Studio II Instrument Configuration & Data Management Software ◦ Calibration and test certificate ◦ Warranty / registration card 	\$64,257.98	\$64,257.98
2	2	CL2 Sensors - RAE C03-0978-000	\$283.24	\$566.48

3	2	NH3 Sensors - RAE C03-0930-000	\$383.82	\$767.64
4	1	RAELINK3 MESH - RAE 029-0695-000 Multi-function modem with GPS can operate as a Remote modem with wirelessly-enabled portables, or as a Repeater in a ProRAE Guardian Wireless Safety System to bypass obstacles and extend the range, or as a Host modem to communicate with up to 64 remote devices. To be used with computer.	\$2,531.47	\$2,531.47
5	1	Rugged Dell Laptop 7424 with the following features <i>Specs listed below</i>	\$6,154.93	\$6,154.93
6	1	Pelican Case to fit computer 1 ea. (Size to fit computer and accessories)	\$190.00	\$190.00
7	1	Half day (4 hours) of training on the operation of the AreaRAE's and ProRAE Guardian Software to be done at customer location at mutually agreed upon date.	No Charge	No Charge
		<u>*** Customer may opt to purchase additional units below. Please quote price per unit.</u>		
8	1	AreaRae Pro monitor PN# RAE W01A - 111101 - 056079 - 0011 AreaRae Pro monitor with sensors, battery and wireless options as specified, and protective rubber boot and filter(s) installed CSA / ISM 900MHz/ Wi-Fi / Mesh / PID ppb / LEL / O2 / CO / H2S / Gamma / RAEMet <ul style="list-style-type: none"> • Power Adapter, AC/DC,90-264V Input,12VDC/7.5A 90W Output) • Power cord, AC, 125 V, 10 A, US, UK, & EU Plug, 1.8 m, • External Battery Charger • PC communication cable • Calibration adapter • Screw Driver, Slotted • Screw Driver, Phillips #6 • Tool kit for 7R+ PID sensor • Opening Tool kit for 4R+ PID sensor • PID Lamp Cleaning kit (isopropanol) • 3 spare external filters • Quick Start Guide and CD with documentation • ProRAE Studio II Instrument Configuration & Data Management Software • Calibration and test certificate • Warranty / registration card 	\$13,824.00	\$13,824.00

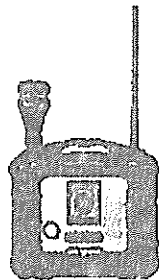
9	1	<p>MultiRAE Lite Gas Detector Unit - RAE MAB3-A2C112E-420</p> <p>MultiRAE Lite Gas Detector Unit Pumped, 10.6 eV PID, LEL, O2, H2S. The MultiRAE Lite is the optimal one-to-six1-gas monitor for personal protection and leak detection applications. The MultiRAE Lite can be configured to exactly meet the detection needs and compliance requirements of various countries, industries, and applications.</p> <p>The MultiRAE Lite's wireless capability improves safety by providing commanders and safety officers real-time access to instrument readings and alarm status from any location for better situational awareness and faster incident response.</p> <ul style="list-style-type: none"> ◦ Wireless access to real-time instrument readings and alarm status from any location ◦ Unmistakable five-way local and remote wireless notification of alarm conditions including Man Down Alarm ◦ Intelligent sensors store calibration data, so they can be swapped in the field ◦ Large graphical display with easy-to-use, icon-driven user interface ◦ Continuous data logging (6 months for 5 sensors, 24x7) 	\$1,893.55	\$1,893.55
		Subtotal		\$90,186.95
		Shipping Fee		\$0.00
		9% Tax		\$8,116.74
		Total		\$98,302.69

Item #5 Specs

Rugged Dell Laptop 7424 with the following features:

Module	Description	Product Code	SKU	ID
Dell Latitude 7424	Dell Latitude 7424 Rugged, CTO	GOGKE07	[210-AQQC]	1
Processor	8th Gen Intel® Core™ i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	GV5K86Q	[379-BDHD]	146
Operating System	Windows 10 Pro 64bit English, French, Spanish	GF48XA1	[619-AHKN]	11
Windows AutoPilot	No Windows AutoPilot	GYE02AP	[340-CKSZ]	291
Microsoft Office	Microsoft Office 30 Day Trial	GC7OFJV	[658-BCSB]	1002
Processor	Intel® Core™ i7-8650U Processor Base with AMD Radeon™ RX540 Graphics 128 Bit	GNL34EU	[338-BPVQ]	149

Honeywell
RAE
SYSTEMS



AreaRAE Pro

Easy to use transportable area monitor for multiple threat detection.

AreaRAE Pro

Remote visibility on more threats than ever for a new level of real-time situational awareness

AreaRAE Pro is a wireless, transportable area monitor that can simultaneously detect toxic and combustible gases, volatile organic compounds, radiation and meteorological factors. Whether you're carrying it into a hazmat response, setting up perimeter at a fire or protecting a public venue, the AreaRAE Pro works with Honeywell's remote monitoring software to give you a real time view of threat readings so you can make real time decisions to ensure the safety of your teams and the general public.

AreaRAE Pro delivers maximum flexibility and versatility in one device:

- **Up to six 4R+ sensors for toxic and combustible gas.**

AreaRAE Pro offers more than 20 interchangeable sensors that can be swapped at a moments notice to meet the changing needs of first responders.

- **7R+ photoionization detector.**

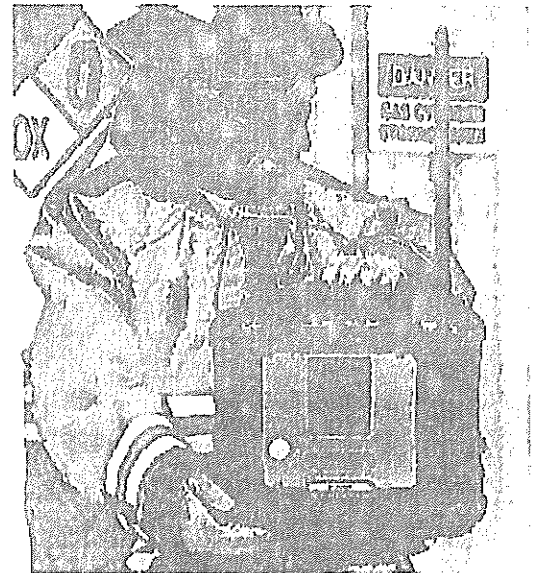
Monitor VOCs in parts per billion, with built in compensation for temperature and humidity.

- **Meteorological station for tracking toxic plumes.**

Honeywell's compact RAEMet sensor sits at the top of the AreaRAE Pro and measures wind speed, wind direction, temperature and humidity. This information is then modeled in Honeywell's real time monitoring software which integrates the ALOHA hazard monitoring program.

- **Optional gamma sensor for radiation detection.**

Detect and measure gamma radiation with increased sensitivity and faster response without using an additional sensor slot.



Applications

- First responders
- Hazmat
- Civil Defense & Military
- Public Venue Protection

Ease and Flexibility

- Available in Rapid Deployment Kit for quick threat assessment
- User friendly interface; turn it on and go
- Supports long distance remote monitoring
- Built in mesh modem for short range monitoring - no external router required
- Flexible power options for short and long term deployments
- Easy to hear and see, with 108 decibel alarm
- Easy USB connection to configuration software
- Device Management with Honeywell Sotera™

Remote Visibility on Threats

- Delivers real time readings to Honeywell's remote monitoring software, so you can instantly determine the location and severity of a threat
- Map-based display is accessible from any computer w/ an internet connection or from our laptop as a turnkey host
- Enables coordination and data sharing in joint operations

Honeywell Gas Detection

Honeywell is able to provide gas detect on solutions to meet the requirements of all applications and industries.
Contact us in the following ways:

HEADQUARTERS

Europe, Middle East, Africa
LTA Safety Distribution GmbH
Jovastrasse 2
8604 Hegnau
Switzerland

Tel: +41 (0)44 943 4300

Fax: +41 (0)44 943 4300

gasdetecton@honeywell.com

Customer Service

Tel: 00800 333 222 44 (Freephone number)

Tel: +41 44 943 4300 (Alternative number)

Fax: 00800 333 222 55

Middle East Tel: +971 4 450 5800 (Fixed Gas
Detection)

Middle East Tel: +971 4 950 5852 (Portable Gas
Detection)

Americas

RAE Systems by Honeywell

3775 North First Street

San Jose, CA 95134

USA

Tel: +1 877 723 2978

Honeywell Analytics Distribution Inc

405 Barclay Blvd

Lincolnshire, IL 60069

USA

Tel: +1 847 955 8200

Free: +1 800 538 0361

Fax: +1 847 955 8210

detectgas@honeywell.com

Asia Pacific

Honeywell Industrial Safety

7F SangAm IT Tower

43A, Worldcupbuk-ro, Mapo-gu

Seoul 03922

Korea

Tel: +82 (0) 2 6909 0300

Fax: +82 (0) 2 2025 0328

India Tel: +91 124 4752700

China Tel: +86 10 5885 8788 3000

analytics.ap@honeywell.com

www.honeywellanalytics.com

www.raesystems.com

Please Note:

While every effort has been made to ensure accuracy in this publication, no responsibility can be accepted for errors or omissions. Data may change, as well as legislation, and you are strongly advised to obtain copies of the most recently issued regulations, standards, and guidelines. This publication is not intended to form the basis of a contract.

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Over Management with
Honeywell Solara™



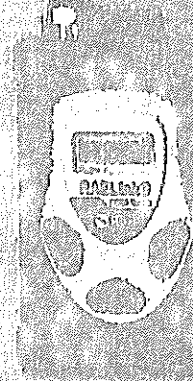
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Honeywell



RAELink3 Mesh

Portable Wireless Modem with GPS



RAELink3 Mesh enables RAE Systems personal gas and radiation detectors, and select 3rd party monitors to communicate wirelessly with ProRAE Guardian safety monitoring software so that commanders and emergency response coordinators can make better decisions in real time.

Fast assessments of the toxic hazards within a large area can be characterized by integrating real-time sensor readings from multiple instruments and technologies. As a result, commanders can make critical decisions such as emergency responder and public safety or evacuation more quickly.

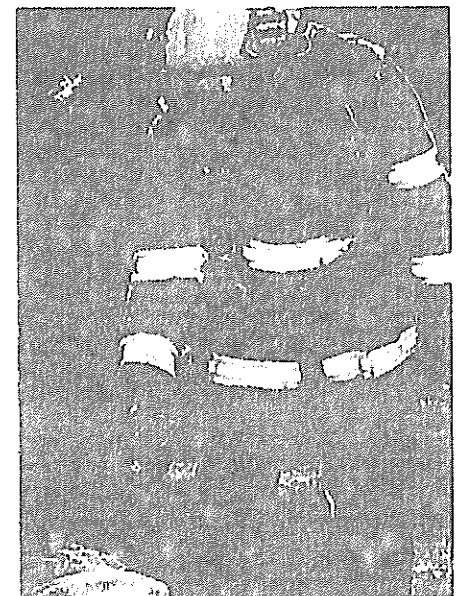
- Rapid configuration & deployment
- Easy to operate with informative user interface
- Built for routine use in harsh environments
- Reverse compatible with AreaRAE systems

KEY FEATURES

- Dual integrated modems
 - Mesh radio for automatic link to detectors within 33 feet (10m)
 - Frequency hopping radio for data transmission up to 2 miles (3km) back to host
- Local display of radio strength and power status
- Rugged impact resistant housing
- Rechargeable Li-Ion battery runs up to 14 hours under normal operating conditions
- Link up to 9 monitors (8 wireless and 1 wired) per RAELink3 Mesh

APPLICATIONS

- Hazardous Material Response
- Fire Overhaul
- CBRN Detection
- Search and Rescue
- Public Venue Protection



MultiRAE Pro with RAELink3 Mesh used for screening potentially hazardous drums



RAELink3 Mesh



Portable Wireless Modem with GPS

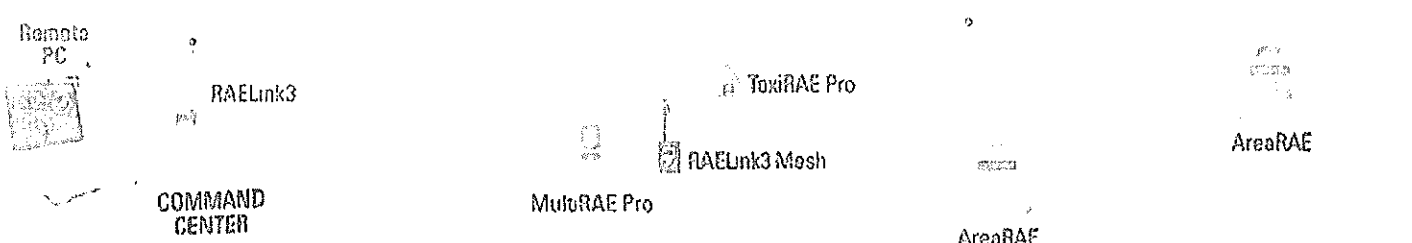
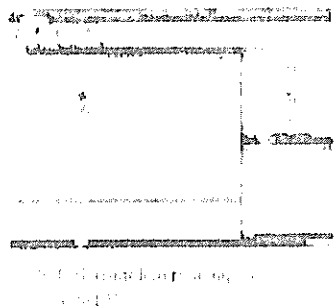
SPECIFICATIONS

Instrument Specifications

Model	RAELink3 Mesh
Weight	1.5 kg (3.3 lbs)
Dimensions	150 x 100 x 50 mm (5.9 x 3.9 x 2.0 in)
Operating Temperature	-20 to 60 °C (-4 to 140 °F)
Storage Temperature	-40 to 70 °C (-40 to 158 °F)
Humidity	5% to 95% non-condensing
Shock	10g, 11ms, 6 times
Vibration	0.5g, 10-2000 Hz
IP Rating	IP67
Power Consumption	1.5W (typical)
Battery Life	10 hours (typical)
Antenna	Rugged, omnidirectional
Connectivity	4G LTE, 3G, 2G, GPS, RS-485, RS-232, CAN, I2C, SPI
Security	SSL, AES, RSA, ECC, SHA-256
Compliance	FCC, CE, RoHS, REACH

RAELINK3 MESH COMMUNICATION KIT INCLUDES:

- ▶ RAELink3 Mesh with GPS
- ▶ Rugged antenna
- ▶ Charging adapter with AC cable
- ▶ Alkaline battery pack
- ▶ Hard transport case
- ▶ Quick reference guide and resource CD
- ▶ RS-232 cable (for connection to devices not equipped with mesh radio)

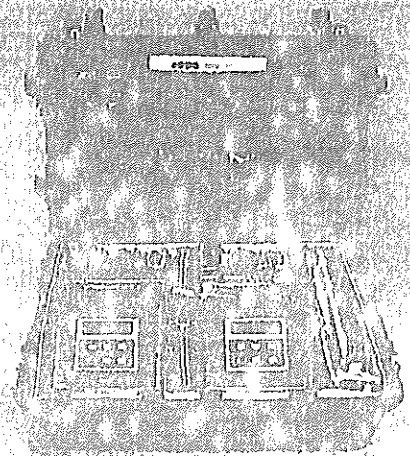
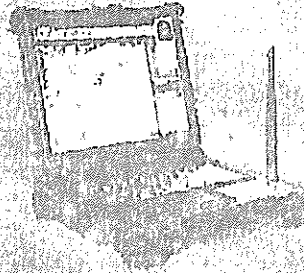


CORPORATE HEADQUARTERS
RAE Systems by Honeywell
 3500 Central Expressway
 Fremont, CA 94538 USA
 Tel: 510.320.7200
 Fax: 510.320.7201
 www.raesystems.com

WORLDWIDE SALES OFFICES
USA/Canada 1.877.723.7876
Europe +30 210 222 447 31 44 34 1 53 8
Middle East +91 44 450 1052
China +86 10 5805 8100 2000
Asia Pacific +65 2688 0078



Rapid Deployment Kit (RDK)



Turn-key System for Hazardous Environment Detection

The Rapid Deployment Kit (RDK) is designed for quick assessment of chemical and radiological threats. The kit includes four AreaRAE monitors and a turn-key Host Controller running ProRAE Guardian software for local monitoring up to two miles (3km) away, or via the Internet at any location. Housed in a military-grade self-contained case, the Rapid Deployment Kit is easy to transport and easy to deploy. The system can easily scale up to 64 detectors and includes an option for GPS.

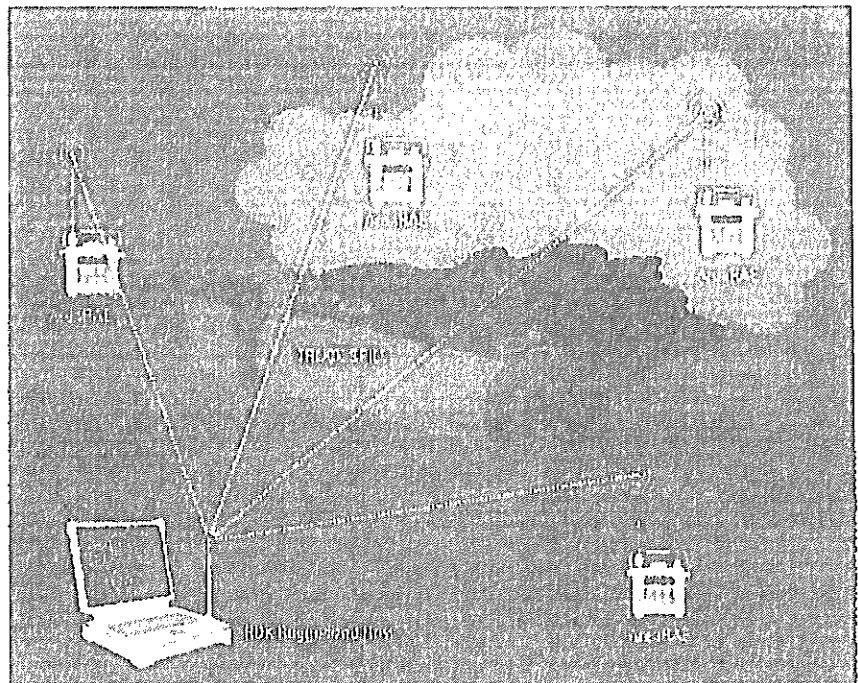
- Save valuable minutes off response times
- Remotely monitor hazards from safe location
- Protect wide area and community
- Achieve instant real time situational awareness

KEY FEATURES

- Turn-key package with one-button operation
- Up to five sensors per monitor
- Rapidly deployable system up in minutes
- Optional GPS for tracking of monitors
- Easy to transport

APPLICATIONS

- HazMat & Emergency Response
- Public venue protection
- Marine and offshore wells
- Confined space entry
- Fence-line monitoring
- Environmental remediation



Rapid Deployment Kit (RDK) used to establish a perimeter around hazardous zone



Rapid Deployment Kit

Turn-Key System for Hazardous Environment Detection

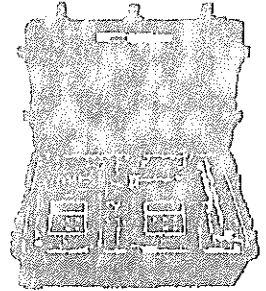


SPECIFICATIONS

RDK SYSTEM PACKAGE

RDK Detector Kit Includes:

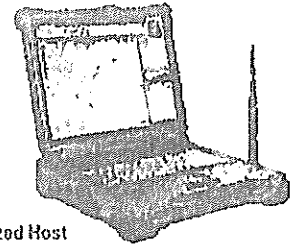
- 4 AreaRAE's (plastic or steel housing)
- RAE Link 2 repeater
- 4 control line batteries
- 4 alkaline battery pack adapters
- Calibration kit
- * All 4 detectors & repeater can be changed out



RDK Detector Kit

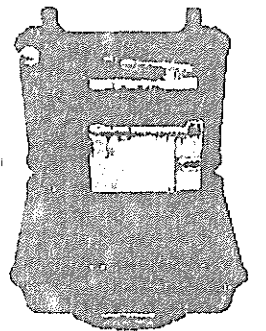
RDK Host Controller Kit Options

- Ruggedized military-spec. laptop w/air/indoor RAE-link modem
- Touchscreen IP67 water/ras proof rating
- Shock-resistant and electro-magnetically shielded
- Preloaded with ProRAE Guardian software and 5-year license



RDK Ruggedized Host

- Compact ruggedized mobile terminal w/air/indoor RAE-link modem
- Preloaded with ProRAE Guardian software and 5-year license



RDK Host

CORPORATE HEADQUARTERS

RAE Systems by Honeywell

7700 West End Street
Dallas, TX 75240-9773
Tel: 972.261.1000 ext. 1000

OS 1031-16

WORLDWIDE SALES OFFICES

USA/Canada 1-877-773-2878
Europe +46 8652 51 85
Middle East +908771 4 340 5849
China +8610 8894 8730 3600
Asia Pacific +652 2669 0078

www.raesystems.com

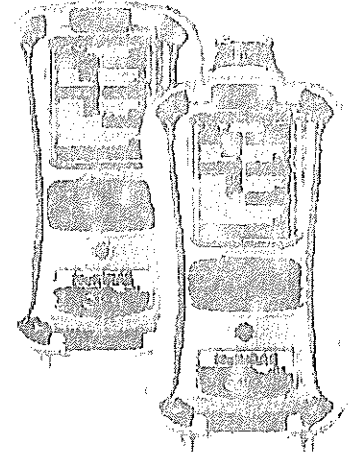
MultiRAE LITE

Wireless Portable Multi-Gas Monitor

The MultiRAE Lite is the optimal one-to-six¹-gas monitor for personal protection and leak detection applications. The MultiRAE Lite is available in pumped and diffusion versions and features the broadest selection of sensor options in its class.

The MultiRAE Lite can be configured to exactly meet the detection needs and compliance requirements of various countries, industries, and applications.

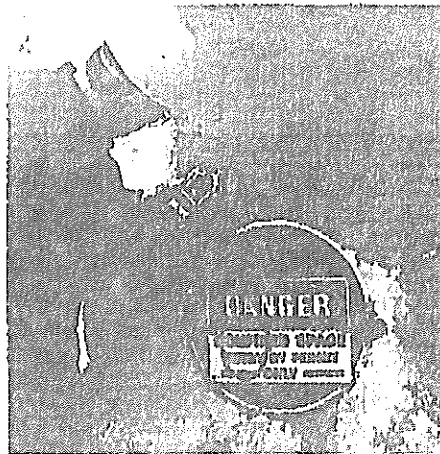
The MultiRAE Lite's optional wireless capability improves safety by providing commanders and safety officers real time access to instrument readings and alarm status from any location for better situational awareness and faster incident response.



APPLICATIONS

Personal protection and multi-gas leak detection in industries such as:

- Chemical
- Food and beverage
- Oil and gas (downstream)
- Pharmaceutical
- Telecommunications
- Wastewater treatment
- Fire overhaul



1. Confined space testing with the MultiRAE Lite

EASE & FLEXIBILITY

- Available in pumped and diffusion versions
- Highly versatile and customizable
- Man Down Alarm with real time remote wireless notification
- Easy maintenance with replaceable sensors, pump, and plug and play battery
- Fully automatic bump testing and calibration with AutoRAE 2

FEATURES AND BENEFITS



Wireless access to real-time instrument readings and alarm status from any location



Five way local and remote wireless notification of alarm conditions including Man Down Alarm¹



Interchangeable sensor options, including PID⁴ for VOC, NDIR5 and catalytic for combustibles, and NDIR for CO₂

Intelligent sensors store calibration data, so they can be swapped in the field



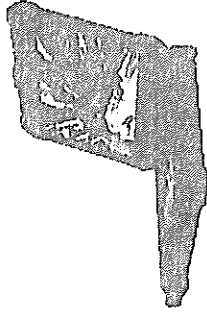
Large graphical display with easy to use, icon driven user interface



Continuous datalogging (6 months for 5 sensors, 24x7) Device Management with Honeywell SafetySuite

Honeywell
RAE
SYSTEMS

Latitude 7424 Rugged Extreme Laptop Summary



Customize

Option	Selection	SKU / Product Code
Secondary Hard Drive	No Additional Hard Drive	[N01-AADF] / GNT0S17
Processor	8th Gen Intel® Core™ i7-8650U Processor (Quad Core, 8M Cache, 1.9GHz, 15W, vPro)	[B79-8DAD] / 0V5K86Q
Operating System	Windows 10 Pro 64bit English, French, Spanish	[B19-ANW] / GF46XA1
Windows AutoPilot	No Windows AutoPilot	[B40-C1SX] / GVE02AP
Processor	Intel® Core™ i7-8650U Processor Base with AMD Radeon™ RX540 Graphics 128 Bit	[B38-8PVC] / GNL542U
Systems Management	No Out-of-Band Systems Management - vPro Disabled	[B31-ABWH] / GRC026P
Memory	32GB, 2x16GB, 2666MHz DDR4 Non-ECC	[B70-AEVD] / GZ0DE4L
Optical Software	Cyberlink Media Suite Essentials for Windows 10 and DVD drive (without Media)	[B50-8BTV] / GWNM30V
Hard Drive	M.2 512GB PCIe NVMe Class 40 Solid State Drive	[400-8BUS] / GW03NGD
Display	14" FHD WVA (1920 x 1080) Embedded Touch, Outdoor-Readable Screen	[B91-8DUU] / GF36GCU
Keyboard	Sealed Internal RGB Backlit English Keyboard	[B85-D0RM][B80-ABVR] / 0Y0Q61B
Wireless	Intel® Dual Band Wireless AC 8265 (802.11ac) 2x2	[B55-8DGD][B75-8BWW] / G1QME02

Option	Selection	SKU / Product Code
Security Options		
Mobile Broadband	Limited Security - Fingerprint Reader, Contacted Smartcard Reader	[346-961Q] / G61OP74
Primary Battery	Qualcomm® Snapdragon™ X20 LTE (DW5621g) Verizon	[556-8BZJ][575-8BYX] / G5UMX46I
Power Supply	3 Cell 51Whr ExpressCharge Capable Battery	[451-8CHQ] / GFDU55M
Second Battery	90W Rugged AC Adapter, 7.4mm Elbow Barrel	[492-8CNC] / GXQEM2N
ENERGY STAR	2nd 3 Cell 51Whr ExpressCharge Capable Battery	[451-8CHM] / G16NSLK
Transportation from ODM to region	Not ENERGY STAR Qualified	[887-8BCE] / GH9TEPU
Serial Port	Standard Shipment	[800-886F] / GF6RV20
Hazardous Locations Certification	Additional RJ45, Display Port	[590-TEZP] / G1MAG65I
GPS Solutions (Tied)	No Hazardous Locations Certification	[346-ACCQ] / G0WV26N
Optical Drive	No Option Included	[340-ACCQ] / GK6SY4C
Additional Hard Drive	6X BD-RE 9.5mm Optical Drive	[425-ASHT] / G5BULP6
Camera	No Additional Hard Drive	[401-AADF] / GNTOS17
Expansion Card	RGB Camera	[319-88FP] / G1OPS8N7
Warranty and Services	No PCMCIA Card or ExpressCard Reader	[590-TEZC] / GR206AP
Option	Selection	SKU / Product Code
Warranty	4 Years ProSupport with Next Business Day Onsite Service	[804-0498][804-0500][975-3461][989-3449][997-5388][997-6996] / PN4
Accidental Damage	None	

SKU / Product Code

Selection

Keep Your Hard Drive

None

Extended Battery Service

None

ProDeploy Client Suite

None

Software

Option

Selection

SKU / Product Code

Microsoft Office

Microsoft Office 30 Day Trial

[65B-BCSB] / 6C70FV

Security Software

No Security Software

[65D-AAAM] / G55SQRI

PDF Solutions

None

Dell Endpoint Security

None

Laplink PCmover

None

Operating System Recovery Options

OS-Windows Media Not Included

[6Z0-AALW] / GLASQO1

Accessories

Option

Selection

SKU / Product Code

Absolute Security - Standard

None

Also included in this system

The following options and default selections are included with your order.

- o No TAA
- o Single Primary HD & ODD Brackets, 7424

COMMITTEE / COUNCIL AGENDA

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

COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 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"/>	<i>[Signature]</i>	<input checked="" type="checkbox"/>
Procurement	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<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 #: 161000-52206

Balance in Account \$1,953,508.11 Amount needed for this item \$91,486.63 *KEM*

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

NOTES: Provides hardware and software maintenance, replacement, and advanced problem resolution for all City network infrastructure components required to operate and maintain the City's network (switches, routers, firewalls, access control, wireless networking, email protection and content management).

CFO's Signature: *[Signature]* CFO *[Signature]* 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.



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 ENGINEERING**

since 1924

13777 Ballantyne Corp Place | Suite 305 | Charlotte, NC 28277
 IP Phone: 704.540.5300 | Fax: 704.541.0059 | <http://www.ineteng.com>

May 14, 2020
 Customer's Address:

City of Charleston
 2 George Street, Suite 2000
 Charleston, SC 29403
 Attn: Ivan Torres
 Phone: (843) 724-7133
 Fax: (843) 688-4070
itorres@charleston.sc.gov

QUOTATION#QT-000013227-1
 Please reference quote number on PO
 Please make payments payable 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
 Sandy Mammao 704-543-6389 Ryan Jenkins 704-543-6042
clientandsales@ineteng.com ryan@ineteng.com

SUBJECT: 2020 Services Renewal 221607113

ITEM #	PART #	DESCRIPTION	QTY.	LIST PRICE	UNIT PRICE	EXTENDED PRICE
1	CON-RENEWAL-ECMU	ECMU - SWSS UPGRADES (SAU)	1	\$3,073.00	\$7,104.24	\$7,104.24
2	CON-RENEWAL-SMT	SMT - SMARTnet 3x3xNBD	1	\$41,313.18	\$38,359.98	\$38,359.98
3	CON-RENEWAL-SNTP	SNTP - SMARTnet Premium 24x7x4	1	\$41,439.16	\$36,466.46	\$36,466.46
4	CON-RENEWAL-SSTC	SSTC - DNA Software Subscriptions	1	\$6,900.00	\$4,002.00	\$4,002.00

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: **\$83,932.68**
 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

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

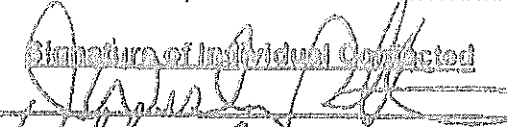
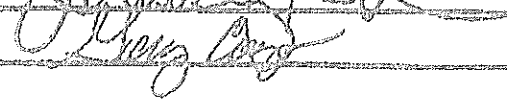
FROM: Wes Ratterree DEPT. Information Technology

SUBJECT: DELL LAPTOP COMPUTERS

REQUEST: APPROVAL OF THE PURCHASE OF DELL COMPUTERS AS PART OF THE CITY'S ANNUAL PC ROTATION CYCLE. STATE CONTRACT #: 4400011358

COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 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 Lease-Purchase Amount needed for this item \$62,522.40

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

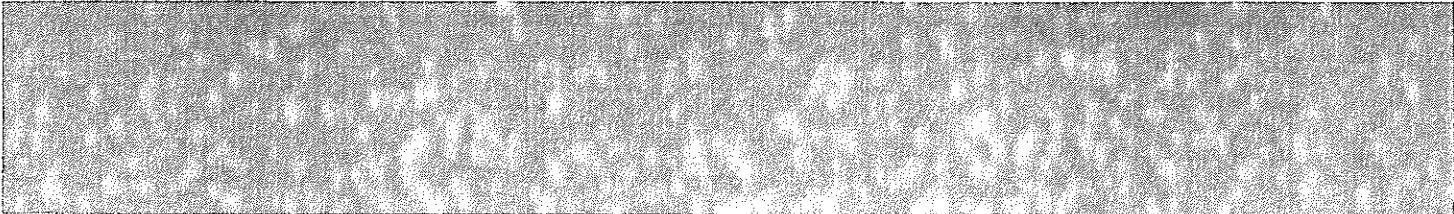
NOTES: Provides 40 Dell lower-tier configured Laptop PCs with docking stations and monitors @ \$1,563.06 each as part of the City's annual rotation of PCs on a 4-5 year rotation cycle. LEASE-PURCHASE.

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.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000060659314.1	Sales Rep	Laura Burns
Total	\$62,522.39	Phone	(800) 456-3355, 5138189
Customer #	43392896	Email	Laura_Burns@Dell.com
Quoted On	May. 06, 2020	Billing To	CITY OF CHARLESTON
Expires by	Jun. 05, 2020		CITY OF CHARLESTON
Deal ID	14621854		PO BOX 853
			CHARLESTON, SC 29402-0853

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Laura Burns

Shipping Group

Shipping To	Shipping Method
RECV DEPT	Standard Delivery
CITY OF CHARLESTON	
2 GEORGE ST, STE2800	
INFORMATION TECHNOLOGY	
CHARLESTON, SC 29401-3583	
(843) 805-3220	

Product	Unit Price	Qty	Subtotal
Dell Latitude 5411	\$1,054.00	40	\$42,160.00
Dell 24 USB-C Monitor -- P2419MC	\$183.00	40	\$7,320.00
Dell Dock- WD19 90w Power Delivery - 130w AC	\$160.00	40	\$6,400.00
Dell Pro Backpack 15 (PO1520P)	\$37.00	40	\$1,480.00

Subtotal:	\$57,360.00
Shipping:	\$0.00
Estimated Tax:	\$5,162.39
Total:	\$62,522.39

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To
 RECV DEPT
 CITY OF CHARLESTON
 2 GEORGE ST,STE2800
 INFORMATION TECHNOLOGY
 CHARLESTON, SC 29401-3583
 (843) 805-3220

Shipping Method
 Standard Delivery

	Qty	Subtotal
Dell Latitude 5411	40	31,051.00
Estimated delivery if purchased today:		
May. 28, 2020		
Contract # C000000010739		
Customer Agreement # 4400011358		

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5411 MLK XCTO	210-AVCG	-	40	-
10th Generation Intel(R) Core i5-10300H (4 Core, 8M cache, 2.5GHz, 4.5GHz Turbo, 45W)	379-BDXE	-	40	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	40	-
No AutoPilot	340-CKSZ	-	40	-
No Productivity Software	630-AAPK	-	40	-
Intel(R) UHD Graphics with Thunderbolt for Intel 10th Gen Core i5 Trans	398-BUWX	-	40	-
No Out-of-Band Systems Management - No vPro	631-ACLF	-	40	-
8GB,1x8GB, DDR4 Non-ECC	370-AFEH	-	40	-
2.5" 500GB 7200RPM SATA Hard Drive	400-BECW	-	40	-
LCD back cover for Latitude 5411, WLAN Capable, Carbon Fiber Reinforced Polymer	320-BDRD	-	40	-
RGB Cam/Mic Bezel with Dell Privacy Shutter	325-BDRY	-	40	-
14" HD (1366 x 768) Anti-Glare Non-Touch, 220nits	391-BFBG	-	40	-
Single Pointing, No Fingerprint and No SmartCard Reader, Thunderbolt(TM) 3	346-BGEB	-	40	-
Single Pointing Non-Backlit US English Keyboard	583-BFMK	-	40	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	40	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.0	555-BFNI	-	40	-
No Mobile Broadband Card	556-BBCD	-	40	-
3 Cell 51Whr ExpressCharge Capable Battery	451-BCKC	-	40	-
90W 7.4mm EPEAT adapter	492-BCWW	-	40	-
No Anti-Virus Software	650-AAAM	-	40	-
OS-Windows Media Not Included	620-AALW	-	40	-
E5 US Power Cord	450-AAEJ	-	40	-
Latitude 5411 Quick Start Guide	340-CPRS	-	40	-
US Order	332-1286	-	40	-
No Carrying Case	460-BBEX	-	40	-
No Docking Station	452-BBSE	-	40	-
Safety/Environment and Regulatory Guide (English/French Multi-		-		

Shipping:	\$0.00
Estimated Tax:	\$5,162.39
Total:	\$62,522.39

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@smc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/comterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions : Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms : Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

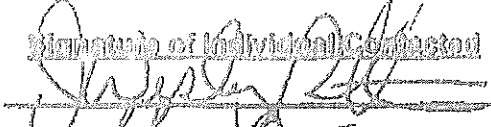

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

3d.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Wes Ratteree DEPT. Information Technology
 SUBJECT: DELL LAPTOP COMPUTERS
 REQUEST: APPROVAL OF THE PURCHASE OF DELL COMPUTERS AS PART OF THE CITY'S ANNUAL PC ROTATION CYCLE. STATE CONTRACT #: 4400011353
 COMMITTEE OF COUNCIL: WAYS & MEANS DATE: May 26, 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 Lease-Purchase Amount needed for this item \$44,428.38

KCM

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

NOTES: Provides 20 Dell upper-tier configured Laptop PCs with docking stations and monitors @ \$2,221.42 each as part of the City's annual rotation of PCs on a 4-5 year rotation cycle. LEASE-PURCHASE.

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.

A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000060659011.1	Sales Rep	Laura Burns
Total	\$44,428.38	Phone	(800) 456-3355, 5138180
Customer #	43392896	Email	Laura_Burns@Dell.com
Quoted On	May. 06, 2020	Billing To	CITY OF CHARLESTON
Expires by	Jun. 05, 2020		CITY OF CHARLESTON
Deal ID	14621854		PO BOX 853
			CHARLESTON, SC 29402-0853

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Laura Burns

Shipping Group

Shipping To	Shipping Method
RECV DEPT CITY OF CHARLESTON 2 GEORGE ST,STE2800 INFORMATION TECHNOLOGY CHARLESTON, SC 29401-3583 (843) 805-3220	Standard Delivery

Product	Unit Price	Qty	Subtotal
Dell Latitude 5411	\$1,658.00	20	\$33,160.00
Dell 24 USB-C Monitor -- P2419HC	\$183.00	20	\$3,660.00
Dell Dock- WD19 90w Power Delivery - 130w AC	\$160.00	20	\$3,200.00
Dell Pro Briefcase 14 PO1420C	\$37.00	20	\$740.00

Subtotal:	\$40,760.00
Shipping:	\$0.00
Estimated Tax:	\$3,663.33
Total:	\$44,423.33

Special lease pricing may be available for qualified customers. Please contact your DFC Sales Representative for details.

Shipping Group Details

Shipping To RECV DEPT CITY OF CHARLESTON 2 GEORGE ST,STE2300 INFORMATION TECHNOLOGY CHARLESTON, SC 29401-3503 (843) 805-3220	Shipping Method Standard Delivery
---	---

Dell Latitude 5411 Estimated delivery if purchased today. Jun. 10, 2020 Contract # C000000010739 Customer Agreement # 4400011353	Qty 20	Subtotal \$1,353.00 333,100.00
--	-----------	--------------------------------------

Description	SKU	Unit Price	Qty	Subtotal
Dell Latitude 5411 MLK XCTO	210-AVCG	-	20	-
10th Generation Intel(R) Core i7-10850H (6 Core, 12M cache, 2.7GHz, 5.1GHz Turbo, 45W vPro)	379-BDXG	-	20	-
Win 10 Pro 64 English, French, Spanish	619-AHKN	-	20	-
No AutoPilot	340-CKSZ	-	20	-
Microsoft(R) Office 30 Days Trial	658-BCSB	-	20	-
Intel(R) UHD Graphics with Thunderbolt for Intel 10th Gen Core i7 vPro	338-BUWQ	-	20	-
Intel vPro Technology Enabled	631-ACLE	-	20	-
16GB,1x16GB. DDR4 Non-ECC	370-AFEE	-	20	-
M.2 512G PCIe NVMe Class 35 2230 Solid State Drive	400-BIJU	-	20	-
LCD back cover for Latitude 5411, WLAN/WWAN Capable, Carbon Fiber Reinforced Polymer	320-BDSJ	-	20	-
IR Cam/Mic Bezel with Dell Privacy Shutter	325-BDSC	-	20	-
14" FHD WVA (1920 x 1080) Anti-Glare Non-Touch, 220nits	391-BEZT	-	20	-
Single Pointing, No Fingerprint and No SmartCard Reader, Thunderbolt(TM) 3	346-BGEB	-	20	-
Single Pointing Non-Backlit US English Keyboard	583-BFMK	-	20	-
Intel AX201 2x2 + Bluetooth 5.1 Driver	555-BFNX	-	20	-
Intel Wi-Fi 6 AX201 2x2 802.11ax 160MHz + Bluetooth 5.0	555-BFNI	-	20	-
Verizon SIM Card	556-BCEZ	-	20	-
Intel XMM 7360 LTE-Advanced	556-BCFD	-	20	-
4 Cell 68Whr Long Life Battery (includes 3 year limited hardware warranty)	451-BCJZ	-	20	-
90W 7.4mm EPEAT adapter	492-BCWW	-	20	-
No Anti-Virus Software	650-AAAM	-	20	-
OS-Windows Media Not Included	620-AALW	-	20	-
E5 US Power Cord	450-AAEJ	-	20	-
Latitude 5411 Quick Start Guide	340-CPRS	-	20	-
US Order	332-1286	-	20	-
No Carrying Case	460-BBEX	-	20	-

No Docking Station	452-BBSE	-	20	-
Safety/Environment and Regulatory Guide (English/French Multi-language)	340-AGIK	-	20	-
Custom Configuration	817-BBBB	-	20	-
Regulatory Label, FCC	389-DPGZ	-	20	-
Dell Applications for Windows 10	650-BESG	-	20	-
MOD,INFO,DIRSHP,CMPL,KUNSHAN	340-CPYQ	-	20	-
Intel(R) Core(TM) i7 Processor Label	340-CNBW	-	20	-
No Option Incl. Lad	340-ACQQ	-	20	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	20	-
No Mouse	570-AADK	-	20	-
No Resource DVD / USB	430-XXYG	-	20	-
ENERGY STAR Qualified	387-BBNO	-	20	-
STO Standard Shipment (S)	800-BBQN	-	20	-
No UPC Label	389-BCGW	-	20	-
Latitude 5411 Bottom Door	321-BFJB	-	20	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	20	-
Dell Limited Hardware Warranty	997-8317	-	20	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	20	-
Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	997-8334	-	20	-

Qty	Subtotal
20	\$3,660.00

Dell 24 USB-C Monitor -- P2419MC
 Estimated delivery if purchased today:
 May. 27, 2020
 Contract # C000000010739
 Customer Agreement # 4400011358

Description	SKU	Unit Price	Qty	Subtotal
Dell 24 USB-C Monitor -- P2419HC	210-AQCO	-	20	-
Dell Limited Hardware Warranty	814-5380	-	20	-
Advanced Exchange Service, 3 Years	814-5381	-	20	-

Qty	Subtotal
20	\$3,200.00

Dell Dock- WD19 90w Power Delivery - 130w AC
 Estimated delivery if purchased today:
 May. 12, 2020
 Contract # C000000010739
 Customer Agreement # 4400011358

Description	SKU	Unit Price	Qty	Subtotal
Dell Dock- WD19 90 PD	210-ARIO	-	20	-
Advanced Exchange Service, 3 Years	824-3984	-	20	-
Dell Limited Hardware Warranty	824-3993	-	20	-

Qty	Subtotal
20	\$740.00

Dell Pro Briefcase 14 | PO1420C
 Estimated delivery if purchased today:
 May. 18, 2020
 Contract # C000000010739
 Customer Agreement # 4400011358

Description	SKU	Unit Price	Qty	Subtotal
Dell Pro Briefcase 14 (PO1420C)	460-BCMO	-	20	-

Subtotal:	\$40,760.00
Shipping:	\$0.00
Estimated Tax:	\$3,668.38
Total:	\$44,428.38

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain Infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



***Dell Business Credit (DBC):**

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Wes Ratterree DEPT. Information Technology
 SUBJECT: TYLER TECHNOLOGIES/ENERGOV "ASSIST" SUPPORT
 REQUEST: APPROVAL TO RENEW ANNUAL MAINTENANCE AND SUPPORT FOR THE
TYLER-ENERGOV "ASSIST" SUPPORT SERVICE. SOLE SOURCE.
 COMMITTEE OF COUNCIL: Ways & Means DATE: May 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 \$2,001,456.94 Amount needed for this item \$47,948.83

Kern

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

NOTES: This purchase renews annual maintenance and support for the Energov Assist support service for the City's Government Management System (GMS) that includes Business Licensing, Permitting, Inspections, Asset Management, Work Order Management, Customer Request Management, Code Enforcement, Digital Plan Submittal, Mobile Field Operations and Mobile Citizen Interfacing.

CFO's Signature:  Deputy CFO & 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.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: Energov Assist Annual Support and Maintenance

REQUISITION NUMBER: PR201981

VENDOR: Tyler Technologies

DATE: May 5, 2020

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

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

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

No. See below.

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

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

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

YES or NO X

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

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

Renewal for an existing software system and service.

SIGNATURE [Handwritten Signature] TITLE CIO



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

Invoice

Invoice No	Date	Page
025-294234	04/17/2020	1 of 1

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

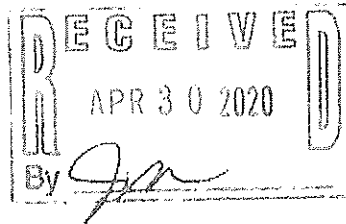


Bill To: City of Charleston
 Department of Information Technology
 2 George Street, Suite 2800
 Charleston, SC 29401

Ship To: City of Charleston
 Department of Information Technology
 2 George Street, Suite 2800
 Charleston, SC 29401

Cust No.-Bill To-Ship To	Ord No	PO Number	Currency	Terms	Due Date
48831 - MAIN - MAIN	110214		USD	NET30	05/17/2020

Date	Description	Units	Rate	Extended Price
Contract No.: Charleston, SC				
	EnorGov Assist - Complete Package	1	43,989.75	43,989.75
Maintenance: Start: 01/May/2020, End: 30/Apr/2021				



WR
5-6-20



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

Subtotal	43,989.75
Sales Tax	3,959.08
Invoice Total	47,948.83

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: PAYMENT OF MICROSOFT ENTERPRISE AGREEMENT FOR COMPUTER SOFTWARE.
REQUEST: APPROVAL TO RENEW MICROSOFT ENTERPRISE AGREEMENT FOR CITY COMPUTER AND SERVERS THROUGH SHL STATE CONTRACT #100017731
COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 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: \$1,953,508.11 Amount needed for this item: \$681,470.30

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

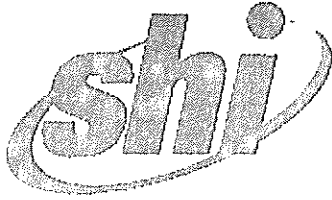
NOTES: This licensing renewal is required to maintain licensing for all Microsoft computer and server operating systems and applications software (Windows Desktop Operating Systems, Office Applications, Network Active Directory, Database software, Exchange/Email, Windows Server OS, Mobile Device Management, and related cyber security) for current licensing and future upgrade requirements.

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.



Pricing Proposal
 Quotation #: 18847981
 Reference #: EAM 75092217
 Created On: 5/6/2020
 Valid Until: 5/29/2020

City of Charleston

Inside Account Manager

Mark Heffron
 PO Box 953
 ATTN: Accounts Payable
 Charleston, SC 29402
 United States
 Phone: (843) 679-7512
 Fax:
 Email: HEFFRONM@charleston-sc.gov

James Tsipac
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 800-211-0831
 Fax: 800-211-7954
 Email: James_Tsipac@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ExchgOnlnPin2G ShrdSvr ALNG SubsVL MVL PerUsr / ExchgOnlnPin Microsoft - Part#: 3NS-00003 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	25	\$73.71	\$1,842.75
2 WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr / Microsoft Windo Microsoft - Part#: 6VC-02567 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	350	\$29.29	\$10,251.50
3 SQLSvrEntCore ALNG SA MVL 2Lic CoreLic / SQLSvrEntCore ALNG Microsoft - Part#: 7JQ-00343 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	4	\$2,209.66	\$8,838.64
4 SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic / 25377508 : : Microsoft - Part#: 7NQ-00302 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	40	\$1,344.80	\$53,792.00
5 WinSvrSTDCore ALNG SA MVL 2Lic CoreLic / MicrosoftWindowsSer Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	160	\$18.02	\$2,883.20
6 CISStedCCore ALNG SA MVL 2Lic CoreLic / MicrosoftCoreInfrast Microsoft - Part#: 9GS-00135 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	56	\$16.38	\$917.28

7	O365GovE3 ShrdSvr ALNG SubsVL MVL PerUsr / O365GovE3 ShrdSvr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	25	\$216.22	\$5,405.50
8	M365 E3 GCC ShrdSvr ALNG SubsVL MVL PerUsr / EntCloudSuiteGo Microsoft - Part#: AAA-11882 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	475	\$353.81	\$168,069.75
9	M365 E3 FromSA GCC ShrdSvr ALNG SubsVL MVL PerUsr / EntCloud Microsoft - Part#: AAA-11834 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	1100	\$293.82	\$325,402.00
10	CCALBrdgO365 Alng MonthlySub Platform Per User / CCAL Bridge Microsoft - Part#: AAA-12415 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	25	\$18.38	\$459.50
11	PowerBIProGOV ShrdSvr ALNG SubsVL MVL PerUsr / PowerBIProGOV Microsoft - Part#: DDJ-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	20	\$92.38	\$1,847.60
12	AzureMntryCmmtmntG ShrdSvr ALNG SubsVL / SQLAzureMntryCmmtmn Microsoft - Part#: JSU-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	10	\$1,228.50	\$12,285.00
13	WINENT ALNG SA MVL Pllrm / MicrosoftWINENT Allng SoftwareA Microsoft - Part#: KV3-00353 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	25	\$41.77	\$1,044.25
14	AzureActiveDrctryPremP2GCC ALNG SU MVL AzureActvDrctryPremP1 Microsoft - Part#: MQN-00002 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	1	\$27.52	\$27.52
15	Azure Standard Support - US Gov / Azure Support Standard - T Microsoft - Part#: W6T-00007 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021	1	\$4,607.37	\$4,607.37
16	O365AdvThrtPrcfPln1GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 3GU-00001 Contract Name: Microsoft Reseller Contract #: 4400017751 Coverage Term: 6/1/2020 -- 5/31/2021 Note: Year 2	1475	\$18.67	\$27,538.25

Total \$625,202.11

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009010; DUNS# 61-1490431; CCR# 61-2439570; CAGE HHTF0

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item

3g.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Laurie Yarbrough DEPT: Recreation

SUBJECT: 6 CUSHMAN HAULER 1200G UTILITY VEHICLES W/ATTACHMENT & ACCESSORIES

REQUEST: Approval to lease 6 Cushman Hauler Utility Vehicles with attachment and accessories for the Municipal Golf Course from IPC Equipment Finance, Inc., 1111 West San Martin Dr., Ste. A? West, Waterloo, IA 50701-3926 SC Sourcewell Contract #062117-JCS

COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 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"/>
Recreation/Golf Course	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>

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

If yes, provide the following: Dept./Div.: 028010 Account #: VARIOUS

Balance in Account --- Amount needed for this item \$56,156

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

NEED: Identify any critical time constraint(s).

CFO's Signature: *[Signature]* Deputy CFO for Amy Whitten, CFO

FISCAL IMPACT:
2020 payments to equal \$11,000. 36 month lease.

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.

SD
5-18-2020

TCF

Equipment Schedule
(Fair Market Value Purchase Option)

The "Lessor": Equipment Schedule Number 688-0649740-360 Dated February 27, 2020 to Master Lease Number 6467461 Dated November 23, 2010

"Lessee"
City of Charleston, South Carolina, 105 Meeting St, Charleston, SC 29401

Contact: Howard Campbell Phone: (813) 924-3710

TCF National Bank, 1111 West San Marcos Dr, Suite A1 West, Waterloo, IA 50734-6025

This Equipment Schedule (the "Schedule") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, this "Lease"). All capitalized terms not otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee, and Lessee's acceptance of the Equipment described below, Lessor leases to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of this Lease.

SUMMARY OF TERMS AND RENTAL PAYMENTS:

Commencement Date	Initial Term Months	Rent Payment Period Monthly	Each Rent Payment \$1,324.20 plus applicable taxes except financial sales tax included in cost of the equipment	Advance Rent Payment(s) For installments(s): N/A	Initial Rent Daily Factor N/A	Security Deposit N/A
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EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (The "Equipment"):

Description (including features)	Location
(6) 2020 Cushman Hauler 1300G Utility Vehicles together with all attachments and accessories thereto	The City of Charleston Golf Course, 2170 Maybank Highway, Charleston, SC 29412

Cash Rent Payments shall be payable in arrears on the date that is one month after the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the Fair Market Value of the Equipment, plus all sales and use taxes arising on the sale of the Equipment. For purposes of this Lease, "Fair Market Value" of the Equipment at any time means the estimated amount that a willing buyer and a willing seller would pay for the Equipment on an installed basis, as mutually determined by Lessor and Lessee. If Lessor and Lessee are unable to mutually determine the Fair Market Value, at Lessee's request and expense, Lessor shall select and hire a third-party certified appraiser to determine the Fair Market Value, and such appraiser's determination shall be binding on the Lessor and Lessee. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 90 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice, or if the parties cannot agree on the Fair Market Value of the Equipment by 45 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice, or gives notice but fails to return the Equipment in accordance with Section 5 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price, (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease, or (c) treat the Lease as automatically renewed, at the same rental and other terms set forth in this Lease, for additional successive noncancelable one-month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- Upon Lessor's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessor's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, caused by the actions of Lessee that result this Lease not being a true lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then to the extent permitted by law, Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after-tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty loss to the Equipment if Lessee pays the amount required under Section 8 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cessation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss" means Lessor's loss of, or loss of the right to claim, or receipt of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment, and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.

Lessor: TCF National Bank

By: Sales Support Specialist

Lessee: City of Charleston, South Carolina

By: *Amy Wharton* Amy Wharton, CFO



City of Charleston

WILLIAM O'HEGAN LEGAL CENTER

50 Broad Street
Charleston, SC 29401
tel: 803-724-7500
fax: 803-724-2006

CORPORATION COUNSEL

Susan J. Herdina
herdinas@charleston.sc.gov

ASSISTANT CORPORATION COUNSEL

Jamie E. Borden
bordenj@charleston.sc.gov

Stirling C. Halversen
halversans@charleston.sc.gov

Daniel S. ("Chip") McQueeney Jr.
mcqueeneyd@charleston.sc.gov

Mallary Scheer
scheerm@charleston.sc.gov

OF COUNSEL

Frances I. Cantwell
cantwellf@charleston.sc.gov

OPINION OF COUNSEL

Date: May 5, 2020

Lessee: City of Charleston, South Carolina
116 Meeting Street
Charleston, SC 29401

Lessor: TCF National Bank
111 West San Marnan Drive
Suite A-2 West
Waterloo, LA 50701-8926

Re: Contract 008-0648740-109, dated as of February 27, 2020, by and between City of Charleston, South Carolina and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of South Carolina (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is City of Charleston, South Carolina.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

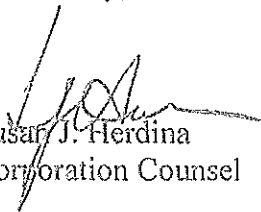
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 14 (if under Master Lease) of the Lease, as amended.

6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Yours truly,


Susar J. Herdina
Corporation Counsel

SJH/rkb

RESOLUTION
LEASE NO. 003-0610740-100
DATED AS OF FEBRUARY 27, 2020

A resolution authorizing the negotiation, execution, and delivery of Lease No. 003-0610740-100 dated February 27, 2020 (the "Lease"), between City of Charleston, South Carolina, 315 Meeting St., Charleston, SC 29401 and FCF National Bank, 1111 West San Marcos Dr., Suite A1 West, Charlotte, IA 50701-8926, and prescribing other details as contained therein;

WHEREAS, City of Charleston, South Carolina (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of South Carolina; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, FCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF City of Charleston, South Carolina:

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the ^{CFO} of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessor shall and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of South Carolina.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this day of 20


Signature of Clerk, Secretary or Assistant Secretary

Vanessa Turner Maybank
Printed Name of Clerk, Secretary or Assistant Secretary



CERTIFICATE OF INCUMBENCY
LEASE NO. 003-6149740-169
DATED AS OF February 27, 2020

I, Vanessa Turner Maybank, do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Charleston, South Carolina (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite of their respective names.

NAME	TITLE	SIGNATURE
<u>Amy K. Wharton</u>	<u>CEO</u>	<u>Amy K. Wharton</u>
<u>Vanessa Turner Maybank</u>	<u>Clerk of Council</u>	<u>Vanessa Turner Maybank</u>

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____, 20

Signed: Vanessa Turner Maybank
 Title: Clerk of Council

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document



Turf Equipment Schedule (Fair Market Value Purchase Option)

The Lease Equipment Schedule Number 001-0340740-110 Dated March 13, 2009 is Master Lease Number 4437491 Dated November 11, 2011
 Lessee City of Charleston, South Carolina, 116 Meeting St, Charleston, SC 29401

Contact: Marshall Overton Phone: (813) 734-3710

Lessor: TCF National Bank, 1111 West San Marcos Dr, Suite A1 West, Marietta, GA 30067-0011

This Equipment Schedule (plus "Schedules") is entered into pursuant to and incorporates the terms of the Master Lease (except as expressly modified by this Schedule) identified above between Lessor and Lessee (the "Master Lease" and, together with this Schedule, "Lease"). All capitalized terms and otherwise defined in this Schedule have the meanings assigned in the Master Lease. Upon execution and delivery of this Schedule by Lessor and Lessee and Lessee's acceptance of the Equipment described below, Lessor assigns to Lessee and Lessee leases from Lessor the Equipment on the terms and conditions of the Lease.

SUMMARY OF TERM AND RENTAL PAYMENTS:

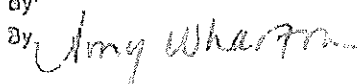
Commencement Date	Initial Term (Months)	Rent Payment Period (Monthly)	Each Rent Payment (\$4,997.39 plus applicable taxes except financial sales tax included in the Final Cost)	Advance Rent Payment(s) For Installment(s) First (\$12,172.59)	Initial Rent Daily Factor (N/A)	Security Deposit (N/A)
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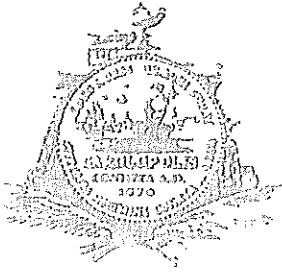
EQUIPMENT, PERSONAL PROPERTY, SERVICES AND/OR SOFTWARE (the "Equipment"): **MAXIMUM HOURS:**
 The City of Charleston Golf Course, 3110 Maybank Highway, Charleston, SC 29413; (3) Toro Greenmaster 3000-2, (3) Toro Trenching Reel & (2) Toro Backhoe 3975-D together with any and all attachments and accessories included thereto 600/Year
 Each Rent Payment shall be payable in advance on the Commencement Date and on the same day of each subsequent Rent Payment Period for the Initial Term and any renewal term.

The following additional provisions apply to the Equipment and this Lease only:

- So long as this Lease has not been canceled or terminated early and no Event of Default exists, upon expiration of the Initial Term ("Lease End"), Lessee may purchase all, but not less than all, of the Equipment for the fair market value of the Equipment, as reasonably determined by Lessor and Lessee, plus all sales and use taxes arising on the sale of the Equipment. To exercise the foregoing purchase option, Lessee must give written notice thereof to Lessor at least 30 days and no more than 120 days prior to Lease End. If Lessee fails to give such notice or if the parties cannot agree on the Fair Market Value of the Equipment by 60 days before Lease End, then the purchase option shall lapse. If the purchase option lapses, then at least 30 days before Lease End or the end of any renewal term, Lessee must give Lessor notice of its intent to return the Equipment and request return location instructions. If Lessee fails to give such notice or gives notice but fails to return the Equipment in accordance with Section 3 of the Master Lease, this Lease will automatically renew, at the same rental and other terms set forth in this Lease, for additional successive non-cancelable 1 month terms after the Initial Term until timely written notice of return and proper return of the Equipment is made.
- If Lessee gives timely notice of election to purchase the Equipment as provided in paragraph 1 and fails to timely pay the purchase price, then Lessor may, in its sole discretion, by written notice to Lessee (a) treat the Equipment as purchased and enforce payment of the purchase price or (b) declare a failure to meet the purchase conditions whereupon Lessee's interest in the Lease and Equipment shall automatically be canceled and Lessee shall return the Equipment in accordance with Section 5 of the Master Lease.
- Upon Lessor's exercise of the purchase option and Lessor's receipt of the purchase price plus applicable sales and use tax and any rent or other amount owing under this Lease, the Equipment will be deemed transferred to Lessee at its then location and, on Lessee's request at such time, Lessor will deliver to Lessee a bill of sale for the Equipment, "WHERE IS, AS IS" WITHOUT ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED.
- If Lessor suffers a Tax Loss because, for federal or state income tax purposes, for any reason, caused by the actions of Lessee that result this Lease not being a true Lease this Lease or Lessor otherwise is not entitled to depreciate the Equipment in the manner Lessor anticipated when entering into this Lease, then, to the extent permitted by law, Lessee shall pay Lessor, as additional rent hereunder, a lump-sum amount which, after payment of all federal, state, and local income taxes on the receipt of such amount, and using the same assumptions as to tax benefits and other matters Lessor used in originally evaluating and pricing this Lease, will in Lessor's reasonable opinion maintain Lessor's net after tax rate of return with respect to this Lease at the same level it would have been had such Tax Loss not occurred. Lessor will notify Lessee of any claim that may give rise to indemnity hereunder and will make a reasonable effort to contest any such claim at the administrative level of the applicable taxing authority. Lessor shall control all aspects of any settlement and contest, and Lessee agrees to pay the legal fees and other out-of-pocket expenses thereof even if Lessor's defense is successful. Notwithstanding the foregoing, Lessee will not be obligated to indemnify Lessor for any Tax Loss caused solely by (a) a casualty loss to the Equipment if Lessor pays the amount required under Section 3 of the Master Lease, (b) Lessor's sale of the Equipment other than on account of an Event of Default, (c) failure of Lessor to have sufficient income to utilize its anticipated tax benefits or to timely claim such tax benefits, and (d) tax law changes, including rates, effective after the Lease begins. Lessee's indemnity obligations hereunder shall survive cancellation and termination of this Lease. For purposes of this paragraph, the term "Tax Loss" means Lessor's loss of, or loss of the right to claim, or recapture of, all or any part of the federal or state income tax benefits Lessor anticipated as a result of entering into this Lease and owning the Equipment, and the term "Lessor" shall include any member of an affiliated group of which Lessor is (or may become) a member if consolidated tax returns are filed for such affiliated group for federal income tax purposes.
- If this Lease terminates or is cancelled prior to the end of the Initial Term, then the Maximum Hours specified above shall be reduced pro rata based on the number of months remaining in the current year or Initial Term, as applicable. If the Lease is renewed or extended, the Maximum Hours allowed during such renewal or extension shall be calculated pro rata based on the number of Maximum Hours specified above and the number of months of such extension or renewal.
- This Schedule may, in Lessor's sole discretion, be delivered by facsimile or other electronic means ("e-copy"), and such e-copy or a printed version thereof shall be enforceable as an original and admissible as such in any court or other proceeding provided that there shall be only one original of this Schedule and it shall bear the original signature of Lessor and be marked "Original". Lessee agrees to deliver to Lessor, on request, this Schedule bearing Lessee's original signature. If this Schedule constitutes chattel paper, a security or ownership interest intended to be created through the transfer and possession of this Schedule can be done only by the transfer of the "Original" bearing the original signature of Lessor.

Lessor: TCF National Bank
 Lessee: City of Charleston, South Carolina

By:  Title: Amy Wharton, CFO



City of Charleston

WILLIAM BEEGAN LEGAL CENTER

59 Broad Street
Charleston, SC 29401
tel 843-724-1300
fax 843-724-3305

CORPORATION COUNSEL

Susan J. Hardina
hardinas@charleston-sc.gov

ASSISTANT CORPORATION COUNSEL

Janie E. Borden
bordenj@charleston-sc.gov

Stirling C. Halversen
halversens@charleston-sc.gov

Daniel S. ("Chip") McQueeney, Jr.
mcqueeneyd@charleston-sc.gov

Mallory Scheer
scheerm@charleston-sc.gov

OF COUNSEL

Frances I. Cantwell
cantwellf@charleston-sc.gov

OPINION OF COUNSEL

Date: May 5, 2020

Lessee: City of Charleston, South Carolina
116 Meeting Street
Charleston, SC 29401

Lessor: TCF National Bank
111 West San Marman Drive
Suite A-2 West
Waterloo, IA 50701-8926

Re: Contract 008-0648740-110, dated as of March 18,
2020, by and between City of Charleston, South
Carolina and Lessor

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the contract described above (the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease and exhibit thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of South Carolina (the "State") duly organized, existing and operating under the Constitution and laws of the State. The full, true and correct legal name of Lessee is City of Charleston, South Carolina.
2. The Uniform Commercial Code, as adopted in the State (the "UCC"), and no other statute of the State, governs the creation, perfection, priority or enforcement of a security interest created by Lessee.
3. Lessee is authorized and has power under State law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
4. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by

bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights

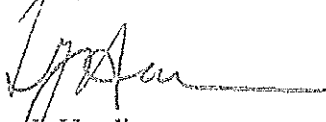
5. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 14 (if under Master Lease) of the Lease, as amended.

6. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

7. There is no litigation, action, or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

This opinion of counsel may be relied upon by Lessor and its successors and assigns.

Yours truly,



Susan J. Herdina
Corporation Counsel

SJH/rkb

CERTIFICATE OF INCUMBENCY
LEASE NO. 003-0303749-110
DATED AS OF March 10, 2020

I, Vanessa Turner Maybank do hereby certify that I am the duly elected or appointed and acting Clerk/Secretary of City of Charleston, South Carolina (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of South Carolina, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names

NAME	TITLE	SIGNATURE
<u>Amy K. Wharton</u>	<u>CFO</u>	<u>Amy K. Wharton</u>
<u>Vanessa Turner Maybank</u>	<u>Clerk of Council</u>	<u>Vanessa Turner Maybank</u>

IN WITNESS WHEREOF, I have duly executed this certificate this _____ day of _____ 20

Signed: Vanessa Turner Maybank
Title: Clerk of Council

NOTE: The Clerk or Secretary of the Lessee should sign unless that person is also the signor of the documents in which case the President or some other Officer of the Lessee should execute this document

SMITH TURF & IRRIGATION

EQUIPMENT QUOTATION

Quoted To:

CITY OF CHARLESTON MUNICIPAL GC, SC
 Attn: Shawn George
 Charleston, SC



Quoted From:

Charlotte Office
 4935 Ball Acree Dr
 Charlotte, NC 28208

Account Executive: Steve Miller
 910-512-3040

Qty	Model	Description	Unit Price	Extended
1	04358	Toro Greensmaster 3150-Q - Approach Mower		\$40,613.51
3	04654	11 Blade DPA Cutting Unit		
3	120-9600	High HOC Kit		
1	04627	Wide Wiehle Roller (Set of 3)		
1	04646	Spring Loaded Rear Roller Scraper (Set of 3)		
1	04554	Light Kit - LED		
1	131-2048	Rear Light Kit		
1	04476	3 WD Kit (Without ROPS)		
3	04654	11 Blade DPA Cutting Unit (Extra Set of C/U's)		
1	04627	Wide Wiehle Roller (Set of 3)		
3	105-5740	Lift Hook		
1	04358	Toro Greensmaster 3150-Q-Greens Mower		\$47,428.27
3	04654	11 Blade DPA Cutting Unit		
3	130-9600	High HOC Kit		
1	04625	Full Roller (Set of 3)		
1	04626	Narrow Wiehle Roller (Set of 3)		
3	04648	Universal Groomer Drive		
3	04271	Stiff QC Grooming Brush (21 Inch)		
3	04802	Twin Tip Groomer Blade Assembly (21 Inch)		
1	138-4976	Pull Link Kit (Set Of 3)		
1	04554	Light Kit - LED		
1	131-2048	Rear Light Kit		
3	04654	11 Blade DPA Cutting Unit (Extra Set of C/U's)		
1	04626	Narrow Wiehle Roller (Set of 3)		
1	04625	Full Roller (Set of 3)		
3	105-5740	Lift Hook		

Qty	Model	Description	Unit Price	Extended
3	04479	Toro Thatching Reel (Set of 3)		37,534.51
1	01825	Pull Roller (Set of 3)		
3	105-5740	Lift Hook		
1	04358	Toro Greensmaster 3150-1 Top Mower		\$36,086.07
3	04652	3 Blade DPA Cutting Unit		
3	120-9500	High NOC Kit		
1	04627	Wide Wheel Roller (Set of 3)		
1	04554	Light Kit - LED		
1	131-2048	Rear Light Kit		
3	04652	3 Blade DPA Cutting Unit (Extra Set of C/U's)		
1	04627	Wide Wheel Roller (Set of 3)		
3	105-5740	Lift Hook		
2	03821	Toro Roadmaster 3575-D	\$52,931.23	\$105,062.46
10	03641	22 Inch 7-Inch, 11-Blade DPA (FSR)		
2	03408	7 Inch Powered Rear Roller Brush (Kit Of 5)		
6	121-7924	Optional Turf Tire with Rim		
2	30669	Universal Sunshade, White		
2	138-2700	Sunshade Work Lights (Led)		
2	03247	Operator Cooling Fan		
2	03248	Universal Sunshade Switch Panel		
2	138-2993	Power Harness Kit		
Total Equipment Package				\$237,595.65
48 Month FMV Lease Payment				\$4,367.30
Sales Tax				\$393.06
Total:				\$4,760.36

S.C. State Contract # 4400018636
June 1, 2018 thru May 31, 2023

\$250 doc fee and first payment due with signed contracts
Based on current interest rates which are subject to change for equipment not
Contingent on credit approval by a Toro Financing Partner
Applicable taxes not included in prices or payment values
All pricing and payments based on total volume shown on this quote

COMMITTEE / COUNCIL AGENDA

4.)

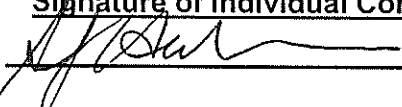
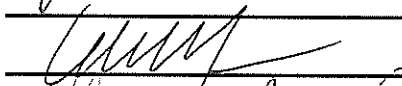
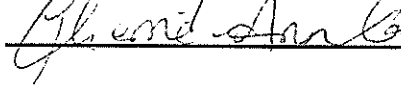

TO: John J. Tecklenburg, Mayor
 FROM: Laurie C. Yarbrough DEPT. Recreation
 SUBJECT: SUMMER FOOD SERVICE PROGRAM

REQUEST: Approve the contract between the City of Charleston and the Charleston County School District in the amount of \$94,500 to purchase meals to be

Served during the summer for children who participate in the school free/reduced lunch program. Funding provided through the SC Department of Education to the City of Charleston as the local sponsoring agency.

COMMITTEE OF COUNCIL: W&M DATE: May 26, 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 checked="" type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. of Recreation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<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).

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.

SUMMER FOOD SERVICE PROGRAM CONTRACT

SECTION A

This document sets forth the terms and conditions applicable to the procurement of Summer Food Service Meals. This contract was not subject to bidding by commercial vendors as the Charleston County School District has agreed to vend this program.

Sponsored by

City of Charleston Recreation Department
Summer Feeding Program
823 Meeting St.
Charleston, SC 29403
(843) 724-7327

Vended by

Charleston County School District
Office of School Food Services
3999 Bridge View Dr.
North Charleston, SC 29405
(843) 566-8180

Contract Commencement Date: JUNE 8 Contract Expiration Date: AUGUST 7

Estimated Daily Meal Count: 600 Cost of each Meal \$3.50

Estimated Amount of Contract: \$ 44,520.00

ACCEPTANCE

City of Charleston Summer Feeding Program
Sponsor Name

Sponsor Representative

Title

Sponsor Signature and Date

Charleston County School District
Vender Name

Walter Campbell
Vendor Representative

Executive Director
Title

Walter G. Campbell 5/7/20
Vendor Signature and Date

SECTION B – SCOPE OF SERVICES

1. Charleston County School District Office of School Food Services (hereafter referred to as "the Vendor") agrees to prepare meals that follow the guidelines of the National School Lunch Program, Attached hereto and made a part hereof, subject to the terms and conditions of the contract.
2. All meals furnished will meet or exceed USDA requirements. In the event meals prepared by the Vendor do not meet the meal pattern requirements set by USDA and disallowed for this reason, the Vendor will reimburse City of Charleston Summer Feeding Program (hereafter referred to as "the Sponsor") for any administrative cost or site labor cost incurred by loss of reimbursement for these disallowed meals.
3. The Vendor shall furnish meals as ordered by the Sponsor during the period of:

JUNE 8 to AUGUST 7
(Commence Date) (Expiration Date)

Meals are to be picked-up Monday, Tuesday, Wednesday, Thursday, and Friday with the exception of the following date(s):

July 4th

SECTION C – UNIT PRICE SCHEDULE AND INSTRUCTIONS

1. Unit Price

The Sponsor agrees to pay the Vendor \$3.50 for each unitized meal that has been invoiced and signed by a designee authorized by the Sponsor. The meal must include proper packaging as required in the specification and must meet USDA meal pattern requirements.

2. Meal Orders

The Sponsor will order meals by 2:00 P.M. on the day proceeding the day of pick-up. The Sponsor reserves the right to increase or decrease the number of meals orders by 2:00P.M. on the day preceding the day of pick-up. Monday orders are due by 2:00 P.M. on the preceding Friday.

3. Menu – Cycle Change Procedure

Meals will be picked-up on a daily basis in accordance with the menu cycle provided by the Vendor. Menu changes maybe made when product is not available. All menus will contain product that has been approved by USDA and the meets USDA requirements. The Sponsor will be contacted when menu changes are made.

4. Noncompliance

The Sponsor reserves the right to inspect and determine the quality of food and to reject any meals which do not comply with the requirements and specifications of the contract. The Sponsor reserves the right to obtain meals from other sources if meals are rejected for any of the stated reasons. The Vendor will be responsible for any excess cost, but will receive no adjustment in the event the meals are procured at a lesser cost. The Sponsor shall notify the Vendor in writing as to the number of meals rejected and the reasons for rejection. The SFSP regulations provide that the State agency may use statistical sampling methods when conducting administrative reviews. The SFSP regulations further state that the State agency may use the results of statistical monitoring to determine the Sponsor's reimbursement. In the event that, via statistical sampling, the state agency disallows reimbursement for any of the reasons stated in this agreement, the Vendor will not be paid for those meals disallowed.

5. Preparation and Packaging

Each cold meal container will be individually wrapped and sealed. All products will be non-toxic. Meals will be prepared under properly controller temperatures and held at correct temperatures. Meals will be prepared using appropriate sanitary procedures. The menu cycle, provided by the Vendor, is included in Schedule B of this agreement. Menu portions shall be at least the minimal quantities specified by USDA for each component of each meal. All meals will meet the food specifications and quality standards as approved by USDA.

SECTION D – PICK-UP, INSPECTION, AND PAYMENT

1. Pick-Up Requirements

- a) Each day, meals are to be picked-up at one of the ten designated schools.
- b) The Vendor shall prepare a pick up schedule for all sites listed.
- c) Adequate refrigeration or heating shall be provided during pick-up of all food to ensure the wholesomeness of foods at pick-up in accordance with State or local health codes.

2. Supervision and Inspection

The Vendor shall provide management supervision at all times and maintain constant quality control inspection to check for portion size, appearance, and packaging, in addition to the quality of products.

3. Record keeping

- a) Pick-up receipts will be prepared by the Vendor and provided to the designee for the Sponsor at each site. Pick-up receipts will be itemized to show the number of meals of each type picked-up for each site. Designees for the Sponsor at each site will check accuracy of meals before signing the pick-up ticket. Vendor invoices for reimbursement shall be accepted by the Sponsor for only those meals that are accounted for by receipts that have been signed by the Sponsor's designee for the site.
- b) The Vendor shall maintain records supported by pick-up tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments and claims.
- c) The records of the Vendor pertaining to this contract shall be available for a period of three years from the date of submission of the final resolution of any audits, for inspection and audit by representatives of the USDA, the Sponsor, and the U.S. General Accounting Office at any reasonable time and place.

4. Method of Payments

The Vendor will submit an itemized invoice to the Sponsor for each month of service. No payment will be made unless the required receipts have been signed by the site representative of the Sponsor. The Vendor will be paid by the Sponsor for all meals in accordance with this contract and SFSP regulations.

5. Inspection of Facility

- a) The Sponsor, the State agency, and USDA reserve the right to inspect the Vendor's preparation facilities without notice at any time during the contract period, including the right to be present during preparation of meals.
- b) The Vendor shall conform to all local and state health department standards.

6. Availability of Funds

The Sponsor reserves the right to cancel this contract if state or federal funding for the SFSP program is withdrawn. It is further understood that in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled in accordance with this contract.

7. Number of Meals and Completeness

The Vendor must provide the exact number of meals ordered. The Sponsor is not obligated to accept or pay for any meals in excess of the number ordered. Counts of meals will be made at all sites before meals are accepted. Damaged or incomplete meals will not be included when the number of meals is determined.

8. Emergencies

In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the Sponsor by telephone.

The Vendor assumes no responsibility for emergency circumstances that preclude the utilization of meals that are complete and conform to the standards of this contract.

Adjustments for emergency situations for periods that will occur for longer than 24 hours will be mutually worked out between the Vendor and the Sponsor.

9. Termination

The Sponsor reserves the right to terminate this contract if the Vendor fails to comply with any of the requirements of this contract. The Sponsor shall notify the Vendor in writing of specific instances of noncompliance. The Vendor shall have the right to respond to the notification within 48 hours. The Vendor shall respond in writing by providing a corrective action plan that specifically outlines the steps that the Vendor will immediately take to come into full compliance with the standards of this contract. If the Vendor fails to do this, the Sponsor reserves the right to immediately terminate this contract.

10. Equal Opportunity

Neither the Vendor, nor the Sponsor, nor any parties outlined in this contract shall discriminate on the basis of race, color, national origin, sex, age, or disability.

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. CPD

SUBJECT: AGREEMENT TO PROVIDE L/E SERVICES FOR REPUBLICAN NATIONAL CONVENTION

REQUEST: Approve attached temporary intergovernmental agreement with Charlotte Mecklenburg PD for L/E services in preparation for, during and after the 2020 Republican National Convention.

COMMITTEE OF COUNCIL: _____ **DATE:** _____

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"/>	<i>Luther Reynolds</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.



**TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT
SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020
REPUBLICAN NATIONAL CONVENTION**

THIS TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") is made and entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the City of Charlotte, specifically the Charlotte-Mecklenburg Police Department (hereinafter referred to as "City"), and the Charleston Police Department (hereinafter referred to as "Agency"). Agency means law enforcement personnel or other employees employed by that Agency and/or the legal entity that employs those personnel. The City and the Agency are collectively referred to as the "Parties."

PURPOSE

The City of Charlotte has been designated as the host city for the 2020 Republican National Convention to be held August 24-27, 2020 (hereinafter referred to as the "Event"). The purpose of this Agreement is to provide additional law enforcement personnel and services to City for the period of August 22, 2020, through August 28, 2020 (hereinafter referred to as the "Event Period"). This Agreement defines the rights and obligations of the parties for the Event Period including: the law enforcement powers of the visiting Agency; the City's protocol for compensating the Agency, including compliance with the terms of the RNC security grant; the insurance coverage provided to Agency; the Agency's training obligations; and the protocol establishing a chain of command between the City and Agency during the Event Period.

1. EXHIBITS. The Exhibits below are hereby incorporated into and made a part of this Agreement. With the exception of Exhibit C (Federal Contract Terms and Conditions), any conflict between language in an Exhibit or Appendix to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Notwithstanding anything contained in this Agreement or any Exhibit to the contrary, in the event of a conflict between the language of Exhibit C and the main body of this Agreement or any other Exhibit to this Agreement, the language of Exhibit C shall prevail. Each reference to Agency in the Exhibits and Appendices shall be deemed to mean the Agency.

- EXHIBIT A: APPROVED COSTS, MAXIMUM CONTRACT REIMBURSEMENT AND REIMBURSEMENT TABLE
- EXHIBIT B: FISCAL ADMINISTRATION REQUIREMENTS
- EXHIBIT C: FEDERAL CONTRACT TERMS AND CONDITIONS

2. STATUTORY AUTHORITY.

- 2.1 Statutory Authority to Enter into Temporary Enforcement Assistance Agreements. The statutory authorities for City to enter into temporary enforcement assistance agreements with both in-state and out of state law enforcement agencies is set forth in N.C. Gen. Stat. §160A-288 and §160A-288.3 respectively.
- 2.2 Agreement as a Request for Assistance. By entering into this Agreement, the head of the City's law enforcement agency is requesting in writing the assistance of the Agency as contemplated in N.C. Gen. Stat. §160A-288 and §160A-288.3.

3. ORGANIZATIONAL STRUCTURE.

- 3.1 Responsibility for Coordinating Local Law Enforcement Efforts. Agency agrees and acknowledges that the City of Charlotte has been designated as the host city for the Republican National Convention to be held in Charlotte, North Carolina from August 24, 2020 through August 27, 2020.
- 3.2 National Special Security Event. Agency agrees and acknowledges that the 2020 RNC convention has been classified by the federal government as a National Special Security Event (NSSE).
- 3.3 Coordinating Local Law Enforcement. Agency agrees and acknowledges that City is a co-chair on the NSSE Executive Steering Committee and is responsible for coordinating law enforcement efforts in support of the Event.
- 3.4 Unified Law Enforcement Chain of Command. Agency acknowledges and agrees that at all times during any joint training session prior to and at all times during the Event Period, the Agency's employees shall be subject to a structure of supervision, command and control coordinated by the City through a unified law enforcement command structure. Furthermore, that the supervision command and control shall be implemented regardless of such employee's rank or job title normally held within the Agency.
- 3.5 City's Commanding Officer. The commanding officer for this Event is Kerr Putney, Chief of Police. Agency Law Enforcement Officers ("LEOs") shall be subject to the lawful operational commands of the Chief of Police and the Chief's chain of command.
- 3.6 City's Policies and Directives to Apply. Agency employees performing services under this Agreement will abide by all applicable Charlotte-Mecklenburg Police Department ("CMPD") Policies and Directives, including use of force, which will be provided to Agency in one or more Event information and training sessions ("2020 RNC Event Preparatory Materials") prior to the Event in hard copy or on-line. Agency shall disseminate 2020 RNC Event Preparatory Materials to all LEOs providing services for the Event Period. Agency agrees to follow CMPD Policies and Directives with respect to any Event Period related services provided hereunder and shall instruct its employees to do likewise.
- 3.7 Jurisdiction, Police Powers, Rights, Privileges and Immunities. Agency acknowledges and agrees that while deployed under the Unified Law Enforcement Chain of Command, Agency's LEOs shall have the same jurisdiction, powers, rights, privileges and immunities (including those related to the defense of civil actions and payment of judgments) as City's LEOs. Nothing in this

section shall be interpreted as a waiver of any rights, defenses or immunities that may be available to that Agency or its employees.

4. AGENCY RESPONSIBILITIES.

- 4.1 Deployed Employees to Participate in Training. Upon reasonable advance written notification from CMPD, Agency's employees being deployed during the Event Period shall participate in and complete all Event training activities that are coordinated by CMPD or its designee. For purposes of this Agreement, training activities prescribed by the CMPD will include RNC Event Preparatory Materials and mandatory on-line training that must be successfully completed prior to August 1, 2020, for all Agency employees providing services during the Event Period. CMPD presently expects to provide an event operating and a briefing manual to Agency upon its arrival at or prior to the Event Period.
- 4.2 Agency's Employees to Provide Services. Upon reasonable advance written notification from the CMPD to the Agency, the Agency's employees being deployed during the Event Period shall provide services as assigned by CMPD.
- 4.3 Agency's Employees "On Duty". Agency agrees its employees will be placed "on duty" by CMPD at a time and location as decided by CMPD. Agency agrees its employees shall be prepared to undertake the specific job tasks and responsibilities assigned to the Agency's employees by CMPD. Agency agrees that City may change the actual service to be provided by the Agency at any time it deems necessary.
- 4.4 Agency's Employees to Participate in "After Action Activities". At the request of the CMPD, Agency agrees its employee shall participate in and/or provide information to and otherwise cooperate with the CMPD in any "after action activities" following the conclusion of the Event Period. Such participation may include debriefings of information and experiences, completion of surveys and questionnaires and assisting and/or participating in any civil and/or criminal legal proceedings.
- 4.5 Agency to Provide Information. Agency agrees to cooperate with and provide the City with any other information reasonably requested by the City that the City deems necessary to facilitate and enable compliance with the terms and conditions contained in this Agreement. Such information includes, but is not limited to, verification of costs and expenditures incurred by Agency during the Event Period.
- 4.6 Agency Contacts. In addition to the contacts listed in the Section 15 of the Agreement, Agency has designated the following contact(s) for operational purposes under this Agreement:

Lt. Jason Bruder
PHONE: 843-720-2401
E-MAIL: bruderj@charleston-sc.gov
- 4.7 Resources to be provided by Agency. The personnel and resources to be provided by the Agency are set forth in Exhibit A attached to this agreement and incorporated herein.
- 4.8 Criteria for Agency's LEO. Each LEO provided by Agency shall meet the following criteria:
 - a. Non-North Carolina Agencies shall ensure and certify that the LEOs providing assistance under this Agreement are duly licensed or certified by the authority of the state or jurisdiction in which the officer is employed.

- b. North Carolina Agencies shall ensure and certify that the LEOs providing assistance under this Agreement are duly certified by the State of North Carolina.
 - c. In addition, Agency shall ensure and certify that each of the LEOs provided is in good standing by meeting the following criteria:
 - 1. That each LEO by reason of experience, training and physical fitness shall be capable of performing functions associated with a large-scale security event; and
 - 2. That each LEO shall have at least 12 months experience as a full-time police officer; and
 - 3. That each LEO is not currently under administrative leave pending the results of an internal investigation or under investigation for violations of rights protected by the First, Fourth and Fourteenth Amendments of the United States Constitution or laws or rules of conduct related to search and seizure and use of force; and
 - 4. That each LEO has not received a sustained finding for conduct that involved dishonesty or fraud in the last 10 years or have any sustained complaints for excessive, unreasonable or unnecessary force within the last three (3) years; and
 - 5. That each LEO has not been convicted of a felony or a crime involving dishonesty or fraud; and
 - 6. That no LEO has been sued in an individual or official capacity in the last three (3) years and adjudicated as liable for violations of rights protected by the First, Fourth and Fourteenth Amendments of the U.S. Constitution.
 - d. Agency agrees to promptly notify the CMPD in the event that any LEO is no longer an officer in good standing with the Agency.
- 4.9 LEO Equipment. As detailed in the approved equipment list, attached to and made a part of this Agreement within Exhibit B, each LEO shall be equipped with the following: a seasonally appropriate patrol uniform and other authorized regular duty equipment, including but not limited to: service belts, service weapon, radio, and personal soft ballistic body armor as required to be worn by the LEO while on duty for the Agency. Agency shall not bring to the Event Period or possess during the Event Period any chemical or other non-lethal munitions except as provided by CMPD. Personal OC spray is approved if issued by Agency to be carried for regular duty.
- 4.10 CMPD Can Decline LEO. Agency acknowledges and agrees that at any time during the term of this Agreement that the CMPD has the sole discretion to decline deployment of any LEO during the Event Period without cause or explanation.
- 4.11 Agency Judgment and Priorities. Agency will exercise its best efforts to provide services during the Event Period. However, the Parties recognize that Agency retains the right to recall some or all of its LEOs to its home jurisdiction based upon the public safety needs of its home jurisdiction.
- 4.12 Agency Responsible for Costs. Except as set forth in Sections 4 and 5, Agency shall be responsible for all costs associated with providing LEO assistance that are not explicitly assumed by City as stated in this Agreement and authorized in writing. Nothing in this Section shall prohibit authorized representatives of the City and Agency from agreeing in writing to the assignment of specific costs borne of unforeseen circumstances during the Event Period. For purposes of this Section, official electronic messaging will suffice for “in writing” only by the Commanding Officer or their designee.

- 4.13 Use of Digital, Video and or Recording Devices. Agency agrees that none of its employees shall record and/or post electronically to any social network or otherwise in any fashion distribute any information or data related to the Event. City agrees to share information and data including video footage with Agency of the Event for training purposes at the discretion of City upon receiving a written request from the Agency.
- 4.14 The Agency acknowledges that this Agreement will be funded in whole or in part by a federal grant (the "Federal Grant"). The Agency agrees to comply with the federal grant terms stated in this Agreement, including but not limited to Exhibit C (the "Federal Grant Terms"). In the event that grant funding is lost due to the Agency's failure to deliver in compliance with the Federal Grant Terms, the Agency shall be liable for the total amount of grant funds lost, in addition to damages available elsewhere in this Agreement.
- 4.15 Employment Taxes and Employee Benefits. The Agency represents and warrants that the employees provided by the Agency to perform the Services are actual employees of the Agency, and that the Agency shall be responsible for providing all salary and other applicable benefits to each Agency employee. The Agency further represents, warrants and covenants that, with the exception of the insurance coverage referenced in Sections 6.1 and 6.2 below, it will pay all withholding tax, social security, Medicare, unemployment tax, workers' compensation and other payments and deductions that are required by law for each Agency employee. The Agency agrees that the Agency employees are not employees of the City.
5. **CITY RESPONSIBILITIES.** In addition to providing law enforcement planning for the Event Period, City agrees to the following:
- 5.1 Event Training. City agrees that it will provide Event training for participating Agency LEOs, including Event Preparatory Materials on or about July 1, 2020.
- 5.2 Lodging and Food. City will provide lodging and food for Agency LEOs performing services under this Agreement. The CMPD shall provide lodging and food location assignments to Agency LEOs in writing prior to the Event Period. This shall include a standard *per diem* for each LEO for one day's travel to, and one day's travel from, the City or portion thereof.
- 5.3 Reimbursement of Expenses. City shall cover personnel and transportation expenses of LEOs providing services during the Event Period.
6. **INSURANCE.**
- 6.1 Law Enforcement Liability. The City will procure a law enforcement liability insurance policy with a coverage limit of at least fifty million dollars (\$50,000,000) insuring Agency, as well as all other assisting law enforcement agencies, and all participating LEOs in their individual capacities while acting within the scope of their employment (defined as "performing security work as assigned by the CMPD during the Event Period"), against job-related liability claims including torts and constitutional allegations unless the assisting Agency or LEO acted in bad faith or with malicious purpose or in a manner exhibiting willful and wanton disregard of human rights, safety or property. The coverage will be primary and each agency and its officers will be named as additional insureds by endorsement. Legal defense of all claims and all claims processing will be provided by the City or by the insurer. The City shall have the exclusive right to negotiate and settle claims within policy or retention limits. Agency agrees to cooperate fully in the processing of liability claims to include, without limitation, forwarding to the City or otherwise providing effective notice of events foreseeably resulting in a claim, providing

- documents or other potential evidence and ensuring the availability of employees for deposition and trial.
- 6.2 Workers' Compensation. The Parties understand that the Charlotte Host 2020 Committee has procured Workers' Compensation insurance coverage for injury, illness or death of Agency personnel during the Event Period. It is understood that the policy excludes employees from California, New Hampshire, Maine, Ohio, Washington, North Dakota, and Wyoming. The Parties understand that each claim will be evaluated by the insurer to determine whether the injury, illness or death is compensable pursuant to the terms of the policy.
- 6.3 Specific Coverage Automobile and Equipment. Each Party will, at all times, be legally self-insured or maintain auto insurance, equipment, and/or property insurance for its own automobiles, equipment or other property used during its performance of Event Period services. The Agency agrees that City is not responsible for any loss or damage to automobiles, equipment or other property used during the Event Period.
- 7. PAYMENT TERMS.**
- 7.1 Payment Cap. The City agrees to reimburse the Agency for the Services at the rates set forth in Exhibit A, which amounts shall not exceed two hundred two thousand one hundred ninety-two dollars and seventy-nine cents (\$202,192.79) (the "Payment Cap"). The Payment Cap constitutes the maximum total fees and charges payable to the Agency under this Agreement including expenses and will not be increased except by a written instrument duly executed by both parties. Except as provided for in Exhibit A, the Agency shall not be entitled to charge the City for any travel, mileage, meals, materials or other costs or expenses associated with this Agreement. Agency will comply with reimbursement processes stated in Exhibit B.
- 7.2 Necessary Costs. Agency shall only be paid for the necessary costs of participating during the Event Period as described herein.
- 8. TERM OF AGREEMENT.** Unless otherwise terminated by either Party as set forth in Section 12, the term of the Agreement shall commence as of the Effective Date first written above and terminate upon the completion of all obligations under this Agreement inclusive of participation in criminal and/or civil trials or claims unless terminated earlier as set forth herein.
- 9. STATUS OF AGENCY AS INDEPENDENT CONTRACTOR; RULES OF CONDUCT.**
- 9.1 Independent Contractor: Agency to be Fully Responsible. This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between the Parties. Moreover, the rights and the obligations of the Parties under this Agreement will be only those expressly set forth in this Agreement. Agency will perform under this Agreement as an independent contractor to the City and not as a representative, employee, agent, or partner of the City. Except to the extent covered by the insurance policies covering the City under Section 6 of this Agreement and the "not to exceed" compensation amount stated herein, Agency acknowledges and affirms that unless specifically provided for by this Agreement, Agency remains fully responsible for any and all obligations as the employer of its LEOs assigned to the Event Period except as specifically provided by this Agreement.
- 9.2 Discipline / Internal Investigation/ Criminal. The City shall refer disciplinary matters involving LEOs employed by outside agencies to that Agency. The City and Agency agree to fully

cooperate in any internal or criminal investigation involving each Party's LEOs to the extent permissible by law or by that Agency's collective bargaining agreements if applicable. Nothing in this section prevents the City from conducting its own independent investigation and making its own findings.

10. MUTUAL RESPONSIBILITY; NO WAIVER OF IMMUNITIES.

- 10.1 Each Party to be Responsible. Each Party agrees that it will be responsible for its own acts and/or omissions and those of its officials, employees, representative and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party and the results thereof. Notwithstanding the foregoing, nothing contained in this Section shall waive, nor shall it be construed to waive any rights and benefits either party has with regard to its status under the insurance coverage described herein.
- 10.2 No Waiver of Defense or Immunity. It is understood and agreed that each Party's liability may be limited by the provisions or other immunity law applicable to the Agency. Parties understand and agree that each Party has not waived the rights, immunities and protections provided by law. Nothing contained in this Agreement shall waive or amend, nor shall be construed to waive or amend any defense or immunity that either Party, their respective officials and employees, may have this Agreement or any other common-law immunity or limitation of liability, all of which are hereby reserved by the Parties hereto.

11. RECORDS AND DISSEMINATION OF INFORMATION.

- 11.1 Agency to Comply. The Agency shall comply with all applicable local, state or federal laws and requirements pertaining to maintenance and disclosure of personal, criminal justice, medical or health records or data including those methods and procedures as set forth as privileged by the Secret Service or other governmental entity. Such records or data may be in hard copy, printed, digital or electronic format.
 - 11.1.1 If the Agency has custody of a record provided by the City which contains specialized details of security arrangements or investigations, the Agency shall refer any request to inspect that record to the City which shall review the material to determine whether it is privileged under law.
 - 11.1.2 Agency agrees to treat as confidential all information associated with or generated as a result of the work performed under this Agreement or related to the Event or the Event Period in any way ("Event Information").
 - 11.1.3 Agency will provide prior notice to City of any request for and/or release, transmission, or other disclosure of Event Information (as defined in the previous paragraph), and will provide City the opportunity to review and object to any such disclosure.
- 11.2 City Access to Records. The Agency agrees that any duly authorized representative of the City, including the City Auditor or other financial representative, or a federal grant auditor, will have access to, and the right to, examine any directly pertinent books, documents, paper, records and data of the Agency, involving transactions related to this Agreement until the expiration of seven (7) years after the termination of this Agreement.
- 11.3 Agency to Provide Records. In the event of the need for personnel or other records in criminal and/or civil proceedings, the Agency agrees to provide such records as requested. In the event

any records are privileged under law, City will be responsible for obtaining any applicable protective order.

12. TERMINATION RIGHTS OF PARTIES.

- 12.1 By the City. The City may terminate this Agreement at any time without penalty. In addition to the foregoing termination rights, the City may terminate this Agreement without penalty based on the failure of the Agency to comply with or perform any material term, condition or obligation contained in this Agreement and Agency's failure to cure such default within seven (7) calendar days after the City provides Agency with notice of such failure.
- 12.2 By the Agency. The Agency may terminate this Agreement without penalty based on the failure of the City to comply with or perform any material term, condition or obligation contained in this Agreement and City's failure to cure such default within seven (7) calendar days after the Agency provides City with notice of such failure.
- 12.3 Act in Good Faith. Both the City and the Agency shall act in good faith to provide as much advance written notice of termination under this Section to the other Party that is reasonable under the circumstances.
- 12.4 City Payment for Services. In the event of termination by either Party, the City will pay Agency only for those services authorized hereunder and actually, timely and faithfully rendered up to the receipt of the notice of termination and thereafter until the date of termination. Neither the City nor the Agency shall be entitled to the recovery of any penalties, consequential damages or attorneys' fees related in event of termination hereunder.

13. REMEDIES.

- 13.1 Right to Withhold Payment. In the event the Agency fails to comply with any terms or conditions of this Agreement or fails to provide in any manner the work or services as agreed to herein, the City reserves the right to withhold any available payment until the City is satisfied that: terms and conditions of this agreement have been met or that corrective action has been taken to the satisfaction of the City; or that the work or services in question was in fact provided pursuant to this agreement. This right is in addition to and not in lieu of the City's right of termination as provided in this Agreement.
- 13.2 Other Remedies. Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

14. GOVERNING LAW AND VENUE. Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with North Carolina law and any applicable federal law. Any action arising from this Agreement shall be brought and maintained in a state or federal court located in Mecklenburg County, North Carolina, which shall have exclusive jurisdiction of such action. No legal or equitable rights of the Parties shall be limited by this Section.

15. NOTICE. Notices concerning the termination of this Agreement, alleged or actual violations of the terms or conditions of this Agreement, and other notices that may or should be given to either party under this Agreement will be made to each party as follows:

For the Agency:
Lt. Jason Bruder
Charleston Police Department
180 Lockwood Blvd.
Charleston SC, 29403
PHONE: 843-720-2401
E-MAIL: bruderj@charleston-sc.gov

For the City:
Ebony Jones
Charlotte-Mecklenburg Police Department
Fiscal Affairs
601 East Trade Street
Charlotte, NC 28202
PHONE: 704-432-2485
E-MAIL: ejones2@cmpd.org

Agency Financial Officer
Cassandra Payton
Charleston Police Department
180 Lockwood Blvd
Charleston SC, 29403
PHONE: 843-720-3028
E-MAIL: mcswainc@charleston-sc.gov

With Copy To (City):
Patrick Baker
City of Charlotte
City Attorney's Office
600 East 4th Street
Charlotte, NC 28202
PHONE: 704-336-2651
E-MAIL: Patrick.Baker@ci.charlotte.nc.us

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by telefax or electronic mail, shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

16. LEGAL AUTHORITY.

- 16.1 Possession of Legal Authority. Each Party represents that it possesses the legal authority, pursuant to proper, appropriate statute, ordinance, official motion, resolution or action passed or taken or required, to enter into this Agreement.
- 16.2 Authorization for Person Signing. The person or persons signing and executing this Agreement on behalf of each Party hereby represents and guarantees that he/she or they have been fully authorized by such Party to execute this Agreement on behalf of the Party and to validly and legally bind the Party to all the terms, conditions, performances and provisions herein.
- 16.3 Dispute as to Authority. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Agency or the person signing the Agreement on behalf of such Agency.

17. ADDITIONAL PROVISIONS.

- 17.1 Further Assurances. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.
- 17.2 No Waiver. Acceptance of partial performance or continued performances after breach shall not be construed to be a waiver of any such breach.
- 17.3 Assignment and Subcontracting. Neither Party is obligated or liable under this Agreement to any Party other than the other Party to the Agreement. Each Party understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits or duties under this Agreement except upon prior written consent and approval of the other Party and in the event any other such

- assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the Parties and such assignee or subcontractor, and each Party herein named shall remain fully responsible to the other Party according to the terms of this Agreement.
- 17.4 No Third-Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties to the Agreement, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement, including but not limited to members of the general public. It is the express intention of the Parties that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- 17.5 Paragraph Headings. The captions and headings set forth in this Agreement are for convenience of reference only, and shall not be construed as defining or limiting the terms and provisions in this Agreement.
- 17.6 Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances will remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms will provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein. In such event, the Parties will negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly affects the Parties' intent in entering into this Agreement.
- 17.7 Agreement as Complete Integration - Amendments. This Agreement is the complete integration of all understandings between the Parties as to the subject matter. No addition, deletion, or other amendment hereto shall have any force or effect unless in writing properly executed by the Parties. Amendments to this Agreement will become effective when approved by the City and executed in the same manner as this Agreement.
- 17.8 Survival of Certain Provisions. The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
- 17.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original.

[space intentionally left blank/signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CHARLESTON POLICE DEPARTMENT:

BY: _____

(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

CITY OF CHARLOTTE:

BY: _____

(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____

This instrument has been pre-audited in the manner required by Local Government Budget and Fiscal Control Act.

BY: _____

DATE: _____

**EXHIBIT A
APPROVED COSTS, MAXIMUM CONTRACT REIMBURSEMENT
AND REIMBURSEMENT TABLE**

This Exhibit is attached and incorporated into the TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") between the City of Charlotte ("City") and the Charleston Police Department ("Agency"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement.

Event Services and Resources: Reimbursement will be paid for law enforcement services during the event period as outlined in this Agreement. This includes, but is not limited to, crowd management, security at venues and events, traffic control, supervisory oversight and related law enforcement functions that support the safety and security of the RNC.

Personnel Costs: The maximum allowable reimbursement will be calculated according to the Reimbursement Table below as detailed by regular and overtime hours, and fringe benefits. The Agency certifies that grant funds received pursuant to this Agreement will not be used to supplant local and/or state funds. Reimbursement will be made to the Agency for salary costs for all hours assigned and worked by their personnel as RNC security under this Agreement. "Salary costs" include straight time or overtime at the actual hourly rate of the officer/employee assigned.

RNC Sworn Personnel: Each full-time equivalent (FTE) uniform officer committed to this Agreement for the duration of the Event Period shall be present at the assigned duty location fully equipped. Fully equipped is defined as in full uniform, hat, foot wear, headgear, duty belt and accessories, firearm, magazine(s), ammunition, radio and communication accessories, personal O.C. spray, and personal protective equipment (PPE) (see Approved Equipment List below).

RNC Civilian Personnel: Reimbursement will apply to civilian staff necessary for providing support to law enforcement officers assigned to the Event. All civilian personnel must be authorized by the CMPD Major of RNC Operations, or designee, prior to the Agreement being executed.

Equipment and Vehicle Usage: The Agency will be reimbursed for vehicles used in direct support of the RNC Operations Plan. This will not include transportation to and from an assigned check-in location or duty assignment at the beginning of a shift. All vehicles and equipment must be pre-approved by the CMPD Major of RNC Operations, or designee, prior to the Agreement being executed.

Reimbursement Table:

PERSONNEL COSTS		
SALARY	Number of Personnel	45
	Total Regular Hours	2,295
	Total Overtime Hours	1,485
	Total Regular Cost	\$66,915.12
	Total Overtime Cost	\$64,947.03
	TOTAL REGULAR AND OVERTIME COSTS	\$131,862.15
FRINGE BENEFITS	Pension Rate	18.00%
	FICA Rate	7.68%

	Medicare Rate		0.00%		
	Other Benefits Rate		4.20%		
	TOTAL FRINGE		\$39,677.32		
TOTAL Salary and Benefits			\$171,539.47		
15% Contingency			\$25,730.92		
	VEHICLE COSTS (Event Operations Use)				
Vehicle Type	Mileage Rate	Number of Vehicles	Total Miles Round Trip	Total Round Trips	Total Cost
Motorcycle	\$0.545	0	0	0	\$0.00
Private/Personal Vehicle	\$0.575	0	0	0	\$0.00
Government-owned Vehicle	\$0.17	16	420	1	\$1,142.40
Vehicle Totals					\$1,142.40

Maximum Labor Amount:

- Maximum Labor is calculated at the maximum hourly rate listed x FTE Commitment x twelve (12) hour shifts x seven (7) days.
- Contingency column is calculated at 15 percent (15%) of the maximum labor, planning, training, contingency, and vehicle costs.

Approved Equipment List:

- Class A or Class B Uniform with hat *
- Badge
- Name Plate
- Service Weapon
- Ammunition
- Handcuffs
- Bullet proof vest
- Traffic Vest
- Gas Mask
- Radio
- Flashlight
- Personal OC Spray

*This is your official Agency-issued uniform, hat and shoes/boots. Long or short sleeve shirts are acceptable, but no BDU-type uniforms unless otherwise authorized by a CMPD Planning Unit Commander. Each officer must also wear an identifiable name badge while performing official RNC duties for the duration of the event.

Prohibited Equipment:

- Tasers
- Any less than lethal munitions
- Riot Control Agents (personal O.C. spray is allowed)
- Body-worn Cameras/Recording equipment*

*CMPD will record officer/citizen interactions through various recording capabilities to include CMPD Liaison Officers equipped with body-worn cameras assigned to external agencies.

EXHIBIT B
FISCAL ADMINISTRATION REQUIREMENTS

This Exhibit is attached and incorporated into the TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") between the City of Charlotte ("City") and the Charleston Police Department ("Agency"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement.

Basic Requirements:

Security Work Requirement: Reimbursement will be provided only for activities and costs directly incurred for approved security work, approved administrative support work, or core services as defined in this Agreement in preparation or training for or during the RNC.

Approval Process: All sections shall be completed on the required forms and contain written certification by the Agency Financial Officer noted in Section 15 of the Agreement. Reimbursement requests shall be sent to the CMPD Major of RNC Operations, or designee, of the City.

Travel Reimbursement Process: All travel-related expenses must be pre-approved by the CMPD Major of RNC Operations, or designee, and submitted on the proper reimbursement form.

Records and Reimbursement form requirements:

Reimbursement Form: The form for requesting reimbursement for RNC security work and reimbursement for travel costs is attached and incorporated herein as Appendix A. The City may modify and update this required form as it reasonably determines necessary, in order to meet its internal or external auditing needs or the requirements of the City, CMPD and/or Federal Grant.

Agency Required Documentation for Personnel Costs: The Agency will be required to maintain individual payroll records as supporting documentation for reimbursement requests submitted to the City. These records may be in hard copy or electronic time and effort systems and must back up any and all payroll costs incurred and billed. Records must include staff name, date, assignment and time worked in support of the RNC.

Submission of Reimbursement Requests: The Agency may submit requests on a monthly basis or in accordance with the following calendar:

<u>Activity/Cost Time Period</u>	<u>Deadline for Submission</u>
Costs for the period 10/1/19 – 6/31/20	07/15/2020
Costs for period 7/1/20 – 8/1/20	08/15/2020
Costs for period 8/1/20 – 8/30/20	10/09/2020

In no event will the Agency be allowed to submit a reimbursement request past the time allowable under the Federal Grant.

Reimbursement Form(s) Adequacy: The Agency must submit a completed form, including proper signatures verifying and certifying the accuracy of the request for reimbursement. If forms are incomplete, lack appropriate documentation, or if requests for are submitted on an unauthorized form, the CMPD Major of RNC Operations, or designee, may in his/her reasonable judgment reject the request. The CMPD Major of RNC Operations, or designee, will communicate the reason for the rejection in writing. The Agency will have ten (10) days to correct the error and resubmit the claim.

Reimbursement Form Process: The CMPD Major of RNC Operations, or designee, shall review and approve each request for payment. Once the approval is obtained, the request will be forwarded to the CMPD Fiscal Affairs Division for processing.

Supporting Documentation Record Retention Requirements: All supporting records, including time sheets, activity logs, and equipment invoices, must be retained by the Agency for seven (7) years after the end of the Federal Grant period.

Additional Financial Information:

The City, subject to the terms of this Agreement, will reimburse Agency for personnel costs at the applicable hourly rate(s) stated in Exhibit A, for hours worked in planning for, training and during the RNC on security for the RNC. Training must be pre-approved by the CMPD Major of RNC Operations. Time will be rounded to the nearest quarter ($\frac{1}{4}$) hour (rounding up to the next fifteen (15) minutes for seven minutes of work or more and down for anything less than seven (7) minutes).

In addition to any requirements contained in this Agreement, all records must be maintained for future Federal Grant audits, and the Agency will be fiscally responsible for the result of any Agency error in connection with such audit.

EXHIBIT C
FEDERAL CONTRACT TERMS AND CONDITIONS

This Exhibit is attached and incorporated into the TEMPORARY INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES IN PREPARATION FOR, DURING, AND AFTER THE 2020 REPUBLICAN NATIONAL CONVENTION (the "Agreement") between the City of Charlotte and the Charleston Police Department ("Agency"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement. In the event of a conflict between this Exhibit and the terms of the main body of the Agreement or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The Agency represents and warrants that, as of the Effective Date of the Agreement, neither the Agency nor any subcontractor or subconsultant performing work under this Agreement (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Agreement term the Agency or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Agency shall notify the City immediately.
2. **Record Retention.** The Agency certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Agency further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The Agency represents and warrants that in its performance under the Agreement, the Agency shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The Agency certifies that the Agency will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Agency certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Agency, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Agency shall complete and submit Standard Form—LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions [as amended by “Government wide Guidance for New Restrictions on Lobbying,” 61 Fed. Reg. 1413 (1/19/96)].
 - c. The Agency shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Agency must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Agency is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
 8. **Right to Inventions.** If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
 9. **DHS Seal, Logo, and Flags.** The Agency shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 10. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Agency, or any other party pertaining to any matter resulting from the Agreement.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The Agency certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under this Agreement (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
2. Have within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses listed in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

Signature of Authorized Representative

(Print Name)

(Title)

Date

I am unable to certify to one or more the above statements. Attached is my explanation.

Signature of Authorized Representative (Prime Contractor)

(Print Name)

(Title)

Date

BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Charleston Police Department (the "Agency") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Agency understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Representative: _____

Printed Name of Representative: _____

Date: _____

Agency Name: _____

Address: _____

City/State/Zip: _____

COMMITTEE / COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor
FROM: Luther T. Reynolds DEPT. Police Department
SUBJECT: MOU WITH CLEMSON UNIVERSITY, UNIVERSITY OF CINCINNATI, AND EAST SIDE NEIGHBORHOOD ASSOCIATION
REQUEST: Approve MOU between the CPD, Clemson University, University of Cincinnati, and East Side Community Development Corporation. MOU will take effect if CPD is awarded Community Based Crime Reduction Grant.

COMMITTEE OF COUNCIL: _____ DATE: _____

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"/>	<u>Luther Reynolds</u>	<input checked="" type="checkbox"/>
Corporation Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
Grants Coordinator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Chelsea Taylor</u>	<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

Between the CITY OF CHARLESTON
and
EAST SIDE NEIGHBORHOOD ASSOCIATION, the UNIVERSITY OF CINCINNATI, & CLEMSON
UNIVERSITY

1. Purpose of Agreement

This Memorandum of Understanding (MOU) is entered into in the spirit of cooperation and collaboration by the CITY OF CHARLESTON, the EAST SIDE NEIGHBORHOOD ASSOCIATION, the UNIVERSITY OF CINCINNATI, and CLEMSON UNIVERSITY. To describe how their combined resources will be utilized to serve the community, reduce crime and improve public safety. This agreement satisfies the requirements contained in the U.S. Department of Justice funding opportunity for the Community Based Crime Reduction grant, that a MOU be in place between an applicant and all partner organizations that provide services to support the program model.

2. Description of the City of Charleston Project

The Community Based Crime Reduction project, through the Charleston Police Department as the implementing agency, will serve the purpose of: (1) Addressing serious and violent crime, with a special emphasis on gun violence and related crimes; (2) Examining conditions that contribute to crime in order to effectively target crime in hot spots; (3) Addressing physical conditions that increase risk for crime, seeking to harden these targets through assessments and review of land use, code enforcement, and nuisance laws; and (3) Implementing strategies to engage residents, including youth and young adults, in crime prevention efforts.

3. Statement of Work

The partners will act primarily as a community based crime reduction working group. The City of Charleston Police Department will act primarily as an implementing agency and coordinate the project activities. The East Side Neighborhood Association will act as the community organization responsible for the facilitation of engagement initiatives and outreach objectives related to the project. Clemson University and the University of Cincinnati will provide research partnership to conduct preliminary analysis and technical assistance evaluation throughout the project to ensure effectiveness in meeting the goals and objectives outlined in the proposal.

4. Roles, Responsibilities and Services

City of Charleston shall provide: The City of Charleston will apply for and (if awarded) manage the Bureau of Justice Assistance's Community Based Crime Reduction grant. The Charleston Police Department will design and implement the grant program using existing resources and the resources budgeted within the grant. The Charleston Police Department will provide data to the

researchers from Clemson University and the University of Cincinnati for research and evaluation of the grant program.

East Side Neighborhood Association shall provide: The East Side Neighborhood Association will provide technical assistance to the Charleston Police Department for the planning and implementation of the grant program. Specific implementation technical assistance will include facilitating engagement initiatives and outreach objectives related to the project, such as community cook-outs, community clean-up, and other events beneficial to the residents of the East Side Neighborhoods as identified during the grant program.

Clemson University shall provide: Researchers from Clemson University, in partnership with researchers from the University of Cincinnati, will provide technical assistance on evidence-based approaches to reducing crime, reducing racial disparities in police contacts and use of force, and improving police-community relations as well as conduct evaluation research on the impact of the grant on official crime data and community.

University of Cincinnati shall provide: Researchers from the University of Cincinnati, Institute of Crime Science, in partnership with researchers from Clemson University, will provide technical assistance on evidence-based approaches to reducing crime, reducing racial disparities in police contacts and use of force, and improving police-community relations as well as conduct evaluation research on the impact of the grant on official crime data and community.

5. Duration and Modification of the MOU:

The partners agree that the terms of this MOU are effective if and when the U.S. Department of Justice grant is awarded to the City of Charleston and will continue in effect for the duration of the grant.

This MOU is meant to outline only general roles and responsibilities. Each party hereby agrees that specific program delivery strategies will be agreed upon in the future mutually and may be added as an attachment to this MOU or in a newly drafted MOA.

6. Signatures:

For: City of Charleston

Signature: _____
Printed Name and Title: _____ Date _____

For: City of Charleston Police Department

Signature: _____
Printed Name and Title: _____ Date _____

For: East Side Neighborhood Association

Signature: _____
Printed Name and Title: _____ Date _____

For: Clemson University

Signature: _____
Printed Name and Title: _____ Date _____

For: University of Cincinnati

Signature: _____
Printed Name and Title: Cory P. Haberman, PhD, Director Date 05/15/2020

CPR COMMITTEE and/or COUNCIL AGENDA



TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Andrew Jones DEPT. Parks – Capital Projects

SUBJECT: LWCF-ORLP GRANT APPLICATION FOR WEST ASHLEY BIKEWAY RENOVATION (WAPPOO RD.-WANTOOT BLVD.)

REQUEST: Approval of application for Land and Water Conservation Fund-Outdoor Recreation Legacy Partnership Program funding for the renovation of West Ashley Bikeway between Wappoo Road and Wantoot Blvd. The scope of work includes design, permitting and construction of a 10-foot-wide asphalt path, improved pedestrian crossings, and associated site improvements. The grant is for \$700,000.00 in Federal funds to be matched by \$700,000.00 in City Funds for a total request of \$1,400,000.00.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 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 checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

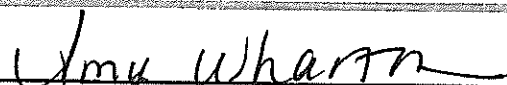
FUNDING: Was funding previously approved? Yes No N/A

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

Balance in Account * Amount needed for this item *

Project Number CP1814

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Funding for the match is included in the project budget of \$1,286,000.00. Funding sources for this project are: 2015 General Fund Reserves (\$380,000.00), 2018 General Fund Reserves (\$806,000.00), and Hospitality Funds (\$100,000.00).

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.

Land and Water Conservation Fund - Outdoor Recreation Legacy Program (ORLP) application – NoFO: P20AS00029

West Ashley Bikeway Renovation – Wappoo Road to Wantoot Blvd.

City of Charleston, SC

PROJECT OVERVIEW

Provide a brief overview of the project proposal describing the general location and communities to benefit from project activities, type of project (renovation), overall scope of work, and any other useful information to summarize the proposal.

The West Ashley Bikeway (WAB) is a 2.5-mile linear park in the city of Charleston, SC. Beginning at a point 50' north of the intersection of Savannah Hwy. (US-17) and Wappoo Rd. (S-26), the trail travels to the East-Northeast. At the SE corner of the crossing at Playground Rd./W. Oak Forest Dr., the WAB shares a property line with the City's Forest Park Playground. Volunteer Park, a St. Andrew's Park & Playground Commission facility, is 0.2-miles north of this crossing. The WAB intersects St. Andrews Blvd. (US-61) approximately 0.15-miles NW of Sycamore Avenue (S-81) before continuing to the west side of the Ashley River. The terminus is due west of The Citadel, approximately 1.2-miles upriver from the US-17 bridges. Along the way, the WAB crosses through or abuts eight neighborhoods and several commercial areas.

First opening in 1983, the property was an early 'Rails to Trails' facility. After being abandoned by the Seaboard Coastline Railroad in 1967, the right-of-way was acquired by the SCDOT in 1976 for \$450,000 with the intention of constructing an expressway. When the plans for the 'Citadel Parkway' were scrapped, the City of Charleston leased the property for twenty years for \$1/year (beginning in 1980) before acquiring title to the approximately 40 acres in 1992.

Utilizing a \$55,000 grant from the Heritage Conservation and Recreation Service (HCRS), a short-lived but important program of the Department of Interior, the first trails on the West Ashley Bikeway were constructed by 1983. The HCRS emphasized trail establishment / protection, was instrumental in the use of abandoned highway lands for bikeway and recreation development (1978 Surface Transportation Act), and launched the nationwide 'Rails to Trails' program. This grant required an equal match, as did a 1981 LWCF award of \$72,164, and the \$254,328 project resulted in approximately 1.5-miles of paved trail between Wappoo Road and St. Andrews Blvd. Most of this trail was constructed at 6' width, with occasional splits into paired narrow paths. This original project also included perimeter controls, identification signage, and limited site amenities.

Over the intervening 37 years, a number of changes have been made to the original WAB project.

- Mid-1990s, approximately one mile of the trail west of Playground Road was reconstructed as part of a large stormwater project ("Ardmore"). Constructed with a meandering 8'-wide path, it included extensive landscaping.
- In 2008 the paved trail was extended one mile eastward from St. Andrews Blvd. to a scenic terminus at the Ashley River. Prior to this improvement, this portion of the property was maintained as an unimproved mowed trail.
- In 2014 Higgins Pier was constructed into the Ashley River, connecting the scenic terminus to the water and providing a fishing opportunity that far exceeded the old rail trestle.

- Another drainage project in 2017/18 resulted in the reconstruction of 0.5-miles of the original path between Playground Rd. and St. Andrews Blvd. with a slightly realigned 10'-wide trail and new landscaping.
- Earlier this year, the 0.2-mile segment between Playground Rd. and Wantoot Blvd. (previously reconstructed as part of the Ardmore drainage project) was replaced.

This application is focused on that portion of the park that has not been replaced – from Wappoo Road to Wantoot Blvd. At present, approximately 0.2-miles of the original asphalt trail remains at the western end of the Bikeway, and the other 0.8-miles is Ardmore drainage trail (now 25 years old). Slightly more than half of the pathway in the project area is in 'Fair' condition, with the remainder best classified as 'Poor'.

The Bikeway is an important resource to the surrounding community. This is more than just access to the open space and natural resources within the linear park. Beginning with the Ardmore drainage project, the City has worked to correct stormwater drainage problems - many of which originated with the construction of the former railroad - through the creation of canals, storage ponds, and natural treatment systems designed to complement the WAB and the community. The most recent drainage project (Forest Acres Drainage Improvements) focused on a shift from reliance on an aging pump station to a gravity flow system.

As a transportation asset, the WAB trails facilitate access to nearby social, cultural, and commercial resources. Within a 1/3-mile walk / bike from the multiple access points, there are three schools, eight public parks, two community gardens, a USPO, and multiple churches, restaurants, medical offices, and office/retail/production facilities. Many of these resources are located near the Wappoo Road end of the project area.

In addition to recent improvements to the Bikeway, the City has made upgrades to the nearby West Ashley Greenway (WAG), located approximately 0.25-miles South on Wappoo Road. The WAG is an 8.25-mile rail-trail facility that parallels US 17, with a 7-mile paved trail suitable for commuting and recreational uses.

- WESTWARD on the WAG: the paved trail currently travels 3.6-miles to Croghan Landing Road. Along the way, the WAG provides access to three public schools, one grocery store, State and Federal research facilities, and multiple churches, restaurants, medical offices, and office/retail/production facilities. These sites are adjacent to or within 1/3-mile of a trail access point.
- The improved, unpaved trail continues West another 1.5-miles through the marshes of the Stono River to McLeod Mill Road. Plans are in the works to extend the path another 0.35-miles to the recently opened Stono River County Park.
- At Croghan Landing Drive, users can cross US 17 onto the public paved trails within Carolina Bay development. These trails will soon connect to existing and proposed trails on the North side of Carolina Bay, providing access to more public schools and parks.
- EASTWARD on the WAG: the paved trail currently travels 3.1-miles to Albemarle Road, with an identified route that ends at the 'Gateway Park' site at US-17N. Along the way, the WAG provides access to two other public parks, four schools, a County library branch, four grocery stores, and multiple churches, restaurants, medical offices, and office/retail facilities. A July 2016 ESRI Business Analyst tabulation shows over 600 businesses and nearly 9,000 employees within 0.25-miles of the Greenway east of I-526.

- This trail will soon continue to and over the Ashley River on a dedicated shared-use bridge (“Ashley River Bike-Pedestrian Bridge”), connecting to the existing trail systems within peninsular Charleston. Federal funding totaling over \$22.8m has been awarded, and the permitting process is underway. Construction is estimated to be completed by 2026.
- A project to improve the crossing at US 17 and provide a shared-use trail connection along Wappoo Road has been funded by through the Transportation Alternatives Program and will be complete in 2022.
- Recent upgrades to bicycle and pedestrian connections at multiple access points along the WAG have been made by Charleston County on the City’s behalf, further improving the functionality of the overall bike / ped transportation system. These projects have focused on enhanced sidewalks, crossings, and signage at Stinson Drive, Farmfield Avenue, and Croghan Landing Drive. Other privately-funded sidewalk improvements have been implemented at Coburg Drive and Markfield Drive.

1) Improving physical and recreational access and addressing recreational deficiencies:

The recent improvements to the West Ashley Bikeway from Wantoot Blvd. to the Ashley River highlight the deficiencies of the trail remaining in the project area. Constructed in 1983, the 0.2-miles of trail beginning at Wappoo Road are a maximum width of 6’, and the aging asphalt has structurally failed. Maintaining a clean edge along crumbling asphalt is difficult, and much of the path surface available for use is less than 5’ wide. Within the majority of the project area, the 0.8-miles of 8’-wide path was replaced in 1995 as part of the Ardmore drainage project. At the time of construction, the path width was considered adequate. However, the available width is now considered the absolute minimum for two-way shared-use traffic. Asphalt in this area has not deteriorated as much with age, but the maintenance requirements of the Ardmore drainage system have taken a toll on the facility. In addition, many of the trees planted as part of the drainage improvements were unable to develop deeper root systems due to the highly compacted soils under the old rail beds. Roots near the surface have damaged the asphalt in many locations, negatively affecting ADA-compliance, reducing user comfort, and increasing the risk of injury to the park guests.

In general, the trail within the project area is unable to meet the intended purpose. This project will correct the noted deficiencies through the construction of a new asphalt trail generally in the same location as the existing trail. The path alignment will be generally level and straight, and ADA-compliance will be re-established. All work will be designed and constructed in accordance with the latest edition of AASHTO’s *Guide for the Development of Bicycle Facilities*.

- The new path system will meet the current recommended minimum width of ten feet along the entire length, and the adjacent shoulder will be level grass.
- In some areas, the additional path width will reduce the recommended minimum shoulder width to a point that requires a safety barrier. The barrier will be a wood fence that compliments other park elements.
- Trees that have developed root systems that cannot be worked around will be removed and replaced, though not necessarily with the same species or in the current location. In other areas of minimal and/or potential root problems, a root barrier system will be installed to prevent damage from existing and/or new trees.
- The path intersections at White Oak Drive and Wantoot Blvd. will be enhanced to improve the safety of park trail users. This will include raised crosswalks and enhanced signage / markings, along with improvements to the perimeter controls to funnel the trail users to crossing.

Reconstructing the existing path system as described above will significantly improve the physical and recreational access at the West Ashley Bikeway. Having a wider, smooth surface will facilitate both commuter and recreational uses. The installation of safety barriers in areas of narrow shoulders will improve both the actual and perceived safety of the trail, encouraging parents to bring younger children to the facility. Moreover, the improvements will be supportive of identified needs for alternative transportation opportunities. For example, 70% of the participants in the development of “Plan West Ashley” (a Comprehensive Plan Update adopted February 26, 2018) answered ‘Probably Yes’ to the question “*Are there any car trips that YOU would rather walk or bike, if safe/improved routes were available?*”

2) Improving recreation service to economically-disadvantaged neighborhoods / communities and creating jobs and/or spurring economic development:

The project area is wholly contained within one Census Tract (27.02), with an estimated total population of 4,589 persons in 2,054 Households (per U.S. Census Bureau *2018 American Community Survey 5-year estimates*, www.censusreporter.org). Within this Tract:

- 37% of the population (approx. 1,698 persons) are below the age of 18 or above the age of 64. These age groups are typically unable or less likely to drive.
- 59% of the population is non-White. This is nearly 2/3 higher than the county and state ratio.
- 19.5% of the population is below the Poverty Line. This is 1/3 higher than county and 1/5 higher than the state ratios.
- The Median Household Income of \$32,697 is barely more than half of the county MHI (\$61,021) and about 2/3 of the statewide MHI (\$51,015).
- Of the 2,054 households, 65% have an MHI less than \$50,000. This is approx. 2/3 more than the county, and 1/3 more than statewide.
- 8% of workers (approx. 231 persons) walk, bike or ride the bus to work.

Overall, the West Ashley Bikeway abuts / readily serves parts of at least four Tracts (27.02, 27.01, 26.05, and 29.00) – with an estimated population of 13,820 persons in 6,171 households. Within these four Tracts:

- 33% (approx. 4,614 persons) are younger than 18 or above the age of 64.
- 52.4% of the population is non-White. This is nearly 1 ½ times the county and state ratio.
- 17.8% of the population are below the Poverty Line. This is 1/5 higher than the county and 1/10 more than the state ratios.
- Median Household Incomes range from \$29,961 - \$52,200. All are below the county MHI (\$61,021) and three of four are below the statewide MHI (\$51,015).
- Of the 6,171 households, 57.5% have MHI <\$50,000. This is approx. 2/5 more than the county and about 1/6 more than statewide.
- 5.7% of workers (approx. 789 persons) walk, bike or ride the bus to work.

This project will improve recreation service to an economically-disadvantaged community. In addition to the short-term benefit associated with the construction process, there is a potential for new job creation at the west end of the project. The ‘Limehouse Station’ property, a currently vacant commercial site, was once home to a vegetable packing / shipping depot that relied upon the railroad. Plans for this project are being developed, and the new uses at the property will similarly respond to the uses of the Bikeway by organizing the site such that the access from the WAB has an intentional role and is not relegated to the rear of the development.

3) Project Engagement and Participation:

Improvements to the West Ashley Bikeway and other public assets have been the topic of several public engagement processes within the last four years.

- The Dupont / Wappoo Community Plan (2016) began primarily as a discussion of drainage and traffic problems and quickly grew into a full-fledged planning process for inter-agency zoning, drainage, transportation, and intersection improvements, and bike/pedestrian planning. This area of the community is a mix of City of Charleston jurisdiction and unincorporated areas of the county. Approximately half of the WAB project area is included within the 'Du/Wap' planning area. City, County and State agencies held key roles in the development of this plan. The full plan can be viewed at this link: <https://www.charleston-sc.gov/DocumentCenter/View/11365/DuPont-Wappoo-Community-Plan-Draft?bidId=>
- The Plan West Ashley comprehensive plan update took place throughout 2017 and was adopted in February 2018. Over 550 citizens participated through 65 small discussion groups. This plan notes its primary purpose is to direct the growth, maximize prosperity and benefits, and minimize negative impacts of future developments by calling for livable communities with better connections to parks and open spaces. It also speaks to non-invasive infrastructure interventions that provide more opportunities for walking, biking, and using transit. The underlying theme of the plan is resiliency. This process was led by nationally recognized planning firms and involved agencies at all levels of government. The full plan can be viewed at this link: <https://www.charleston-sc.gov/1527/Plan-West-Ashley-Master-Plan>
- The Park & Recreation Masterplan 2021 is currently underway. This 10-year update focuses specifically on current and future needs for park facilities, recreation programs, and the related management. This process is working in conjunction with the Comprehensive Plan community engagement process, which is scheduled to begin by August 2020. This process will involve public meetings, online surveys, and an internet based open feedback process.
- The Charleston Parks Conservancy is a local non-profit dedicated to helping shape the future of Charleston's parks (<https://www.charlestonparksconservancy.org/>). They accomplish this through a combination of community engagement, fund raising activities, and through their volunteer corps of "Park Angels". They have been directly involved in planning for improvements to the Bikeway, and facilitated the:
- West Ashley Greenway + Bikeway Masterplan grew out of the Plan West Ashley effort. This in-depth planning effort took place in 2018 and was finalized in February 2019. During the public planning charrette sessions – hosted at the CPC facility within walking distance of the Bikeway - over 100 people participated each day. This process was facilitated by planning consultants, and involved City, County and State agencies. The full plan can be view at this link: <https://www.charlestonparksconservancy.org/renovation/west-ashley-greenway-bikeway-renovation>
- West Ashley United is a new community organization that grew out of the Plan West Ashley process (<https://westashleyunited.org/>). A key part of their purpose is to hold the responsible parties accountable for the execution of the plans, helping to maintain the engagement of the affected citizenry.

4) Innovation and Transformative Attributes:

The West Ashley Bikeway has been on a 'slow boil' for decades. Originally a railroad constructed by the Seaboard Air Line between 1915 – 1918, the 'Charleston Subdivision' line was built to compete with the Atlantic Coast Line railroad (portions of which are now the W.A. Greenway). Railroad use stopped on

almost all of the line by 1967, shortly after the two competitors merged into the Seaboard Coast Line. In 1976 the right-of-way was abandoned and acquired by the SCDOT for a proposed highway.

It was a very efficient line, with less than 1% of grade from Charleston to Savannah, GA. Attaining that grade required significant fill through salt marshes and freshwater wetlands along the route, disrupting natural drainage patterns. At the time of construction, the surrounding area was primarily large parcels of farmland or undeveloped property, perhaps except for the Maryville / Ashleyville community (chartered in 1886). Dupont Station was constructed in 1939 at the request of the Agricultural Society of SC on the parcel adjacent to the west end of the project area.

Suburban development patterns began shortly after the rail line was opened, beginning near the intersection of Savannah Road (now US 17) and Wappoo Road. Interrupted by the Great Depression, and then spurred on by the post-WWII housing boom, the properties between Dupont Station and Maryville were platted into subdivisions and developed, generally working towards the middle. Between 1944 and 1962, the railroad was surrounded by new neighborhoods: Hillsboro, Ardmore, Washington Park, Magnolia, Sherwood Forest, Forest Acres, West and East Oak Forest. The St. Andrew's Park & Playground Commission was created in 1945 to provide services to the then-unincorporated area, acquiring the property for their main complex on Playground Road. In 1963, the City of Charleston acquired the Forest Park Playground property – just over the tracks on W. Oak Forest Drive.

As the railroad property was mothballed in 1966, the expansion of the City's corporate limits continued to push westward. SCDOT acquired the railroad property in 1976 with the intent to construct the "Citadel Parkway", a limited-access expressway proposed to cross the Ashley River to downtown Charleston. After the highway project was scrapped, the first iteration of the West Ashley Bikeway was constructed, opening 16 years after the last train traveled the corridor. This was the first transformative step – taking the property from an abandoned railroad / proposed expressway to a linear park that provides a corridor of usable open space and knits together neighboring communities, extracting pollutants from the environment rather than releasing them.

Another legacy of the railroad was the damage to the natural drainage system. Combined with the limited stormwater infrastructure installed during the construction of typical mid-century subdivisions and exacerbated by time, the neighborhoods experienced problems with flooding during heavy rains. As the surrounding area developed further, highways were widened, and sea-level continued to rise, the flooding became more problematic. The Ardmore Drainage project was completed in the mid-1990s, creatively utilizing the Bikeway property to create an award-winning stormwater management system and improve the character of the park– the second transformative step.

Extending the paved trail through the historic Maryville / Ashleyville neighborhood to the Ashley River and constructing the Higgins Pier was part of a series of actions that have helped to bolster this largely isolated part of the community. The improvements inspired and supported other public and private projects which continue the transformation today. Proposed improvements to the crossing at St. Andrews Blvd. (not part of this project) will further these efforts by facilitating bike and pedestrian traffic to and from the community.

The Forest Acres drainage project (2018) continued the efforts begun with the Ardmore project, although in a different drainage basin. It also provided an opportunity to upgrade the path facilities to modern standards and correct structural deficiencies. Similar benefit was realized with the first phase of reconstruction of the WAB west of Playground Road (2020). Expanding the path surface and eliminating the failed path sections improved the function and accessibility of the path, better supporting both

commuter and passive park uses. The proposed project will continue this transformation from an inadequate / failing path to an accessible contemporary facility.

Part of the recently completed West Ashley Greenway + Bikeway Masterplan developed with the Charleston Parks Conservancy was a commitment to public art. This commitment was formalized through the development of the WAG + B Public Art Masterplan (June 2019). The art is anticipated to take several forms, from functional furnishings to iconic landmarks. Working within the guidelines of the masterplan, the West Ashley United group has developed a plan for a special plaza space at the Wappoo Road trail head. This first art installation would serve as a “Gateway & Landmark Project” consistent with the masterplan. This effort is being funded separately and will be implemented as a stand-alone project.

The proposed trail head will be in the foreground of the Limehouse Station redevelopment at the Dupont Station site. Originally constructed in 1939 to facilitate shipping Charleston produce to a national market, the depot continued to serve as a truck depot for Limehouse Wholesale Produce for forty years after the last rail car left the station. Unfortunately, the depot was structurally unsound, and was demolished in 2013. There have been several concept plans developed for the property, all responding to the high-profile intersection and emphasizing the relationship of the Bikeway to the property uses. This will be a privately-funded project that responds to market needs, but the City has some influence on the future of the property and the transformation it can have on the surrounding community.

Our intention is to build upon the layers of transformation that have occurred over the previous 37 years. By completing the replacement of the narrow, failing path system with a wider, safer surface, the functionality and accessibility of the trail will be enhanced. This will benefit both the casual user and commuter traffic. Similarly, the adjacent improvements recently completed or underway provide safer and more convenient options for access to the Greenway and points beyond. With access comes opportunity, and opportunities are required for individual improvements.

5) Project’s Alignment with SCORP and other applicable plans:

The 2019 South Carolina SCORP was developed using two surveys. In the general population survey (840 participants from SC), respondents listed several *Primary Outdoor Recreation Activities* that are supported by the West Ashley Bikeway: Walking (67%), Jogging/Running (12%), Cycling (18%), and Wildlife Viewing (50%). In a secondary survey (773 respondents) regarding interest in activities at nearby facilities, supported activities remained of high interest: Walking (55.4%), Jogging/Running (15%), Cycling (25%), and Wildlife Viewing (43%).

The Bikeway project aligns with several goals of the 2019 SC SCORP. Specifically:

- Goal 1: Improving Access to Public Recreation Areas (Action 2 and 5) – In the current state, the trail does not facilitate access to all users. The project will correct deficiencies and improve functionality and accessibility.
- Goal 2: Promoting Stewardship of Resources (Action 5) – In the current state, the full benefit of the existing public resource is unavailable. The project will enable full functionality.
- Goal 3: Ensuring Sustainable Economic Benefits (Action 3) – The Bikeway currently serves as part of a commuter trail system. This project and others underway will enhance that role. Likewise, the pending redevelopment of the Limehouse Station property will have a direct relationship to the WAB, with each benefitting the other.
- Goal 4: Adapting to Changes in Recreation Demand (Action 4 and 5) – The project will result in an increase in user capacity through the widening of the trail from 6’ – 8’ to a uniform 10’-wide

trail. As a result, the WAB will be better positioned to meet increasing demand for viable commuting alternatives and the improvements to this and other trail facilities.

The Bikeway project also aligns with the City of Charleston's West Ashley Greenway + Bikeway Masterplan (2019), and Plan West Ashley (2018) – part of the update to the Century V 2010 Comprehensive Plan Update. See the responses above for discussion on the plan alignment.

Within the regional context, the project aligns with the Walk Bike BCD Plan (2016) conducted by the Berkeley-Charleston-Dorchester Council of Governments. The full plan is available at www.walkbikebcd.com. This planning process engaged over 1,000 respondents through 14 public events and online outreach. Participants indicated that the highest priority for regional transportation improvements are 'Trail and Greenways'. This category scored 30% higher than the second-highest priority 'On-Street Bikeways'.

6) Project Readiness:

The West Ashley Bikeway project area is owned by the City of Charleston. The recently completed reconstruction project (Playground Rd. to Wantoot Blvd.) provides the framework for this project. Community engagement has occurred recently, though follow-up communications will take place throughout the process. Permitting requirements are known: Local (Zoning, Engineering, Traffic, MS4, etc.), State (DOT at crossings; DHEC land disturbance and stormwater). No wetland or Federal permitting requirements are anticipated.

Based on recent projects, the anticipated project schedule is:

- Funding awarded and accepted: 1 – 2 months
 - Process funding contract [Council action]
- Consultant selection / contract approval: 3 – 4 months (*may occur before award*)
 - Request / receive consultant qualifications
 - Short-list / interview applicants
 - Negotiate contract
 - Process design contract [Council action]
- Plan development / permitting: 5 – 7 months (*may occur before award*)
 - Survey existing conditions
 - Preliminary plans & initial permit review
 - Refine plans & submit for permit
 - Finalize permits
 - Prepare construction documents for bid
- Bid / Award contract: 3 months
 - Advertise three weeks
 - Pre-bid meeting / Receive bids
 - Process construction contract [Council action]
- Construction: 6 – 9 months [weather dependent]
 - Issue Notice to Proceed / Mobilization process
 - Install silt / erosion / tree protection
 - Demolition
 - Grading & paving
 - Landscaping & Site furnishings
 - Punch list

- Project close-out: 1 month
 - Final inspection with funding agency
- TOTAL: 19 – 26 months** from Notice of Award

7) Applicant and Partner Capacity:

The City of Charleston owns the project area property. All project management and grant administration will be performed by professional staff in the Capital Projects division of the Department of Parks (Engineers, Landscape Architects, Construction Mgmt.). Staff members have a range of prior experiences, from private sector design and construction firms to local, state and federal agencies. The grant administration will be performed by employees with experience managing a variety of local, state and federal grants (PARC, RTP, LWCF, TEA, Heritage Corridor, County Greenbelt, etc.).

Other divisions of the Department of Parks will be responsible for the facility maintenance after construction, and representatives from those divisions will be involved in the plan development process. Similarly, the Stormwater Department will participate in the planning, permitting, and construction to ensure that the required access for the Ardmore drainage system is provided.

The non-profit organizations involved in the plan development (Charleston Parks Conservancy and West Ashley United) will serve in an advisory role during the design and construction process. A key part of that advisory role will be facilitating ongoing community engagement through their established networks.

8) Viability and reasonableness of the project’s budget:

Please refer to the Budget Narrative for a detailed cost estimate, developed through the use of aerial photos (GIS) and the extrapolation of recently completed improvements on the adjacent section of the Bikeway (Playground Rd. to Wantoot Blvd.). Quantities are based on the available information may change slightly as the plans are developed.

The total estimated project cost is \$1,400,116, and the City of Charleston is requesting \$700,000 in ORLP funding. This project cost includes:

- \$1,106,811 CONSTRUCTION
Costs associated with the physical execution of the project.
- \$ 110,681 DESIGN / PERMITTING Professional services
Costs related to site planning, permitting and construction documents. This is 10% of the Construction cost.
- \$ 55,341 PROJECT MANAGEMENT / ADMINISTRATION Professional services
Costs related to Project Management / Administration throughout the project. This is 5% of the Construction cost.
- \$ 127,283 CONTINGENCY (10% of above)

Matching funds will be provided by the City of Charleston as a cash match, with funds allocated from GENERAL FUND for FY2021. Prior to the award of this project, the City intends to undertake the site planning, permitting, and development of construction documents. Doing so would reduce the overall grant performance period as much as 8 – 11 months, shortening the estimated time required to execute the project to approximately 12 – 15 months after award.

9) Partner Support and Leveraging:

The City of Charleston has received significant support in the recently completed planning process.

Our primary partner is the Charleston Parks Conservancy (CPC), a non-profit organization established in 2007. Their mission is *“To inspire the people of Charleston to connect with their parks and together create stunning public spaces and a strong community.”* The planning process was a success, in part because it was facilitated at the Conservancy offices just off the Bikeway. CPC continues to keep the community engaged and interested in the project and will play a critical role as the project moves into design and construction.

Funding for the masterplan was secured from the Speedwell Foundation, a local corporate foundation that has helped a number of local park initiatives. This grant of \$100,000 to CPC has provided a guiding document for this and other projects. Speedwell has also contributed significant private funding to the County’s Stono River Park (located at the west end of the Greenway) and the Lowcountry Lowline – a rail-trail conversion in the heart of the upper peninsula of downtown Charleston. With the close relationship of Speedwell to CPC and parks in general, they may be interested in providing additional support for work beyond the scope of this project.

CPC will continue to work with West Ashley United (WAU) and others to fund the proposed public art installations, including the Gateway plaza proposed at the west end of the project area. This improvement is not included in the project budget. WAU raised \$2,700 at a community event held in May 2019 and was recently awarded a \$5,000 Placemaking Grant for the art installation by the National Assoc. of Realtors.

BUDGET NARRATIVE

WEST ASHLEY BIKEWAY - Reconstruction from Wappoo Road to Wantoot Blvd.

SCOPE: Replacing approx. 5,450 LF of existing asphalt path at 10' width (Wappoo Rd to Wantoot Blvd).

Full demo / replace of existing 6' to 8'-wide path w/ 10'-wide path.

Improvements to existing crossings to match recent City shared-use projects.

	QTY	UNIT	UNIT PR	EXT	NOTES
START-UP					
Mobilization/Bonds/Layout	1	Allow	\$60,858.00	\$60,858.00	Contractor's General Conditions (min. 6%)
Silt protection	10,900	LF	\$6.00	\$65,400.00	Not continuous. Incl. removal
Silt fence maintenance	3	Months	\$7,210.35	\$21,631.05	10% of install cost / month
Rock check dams	20	EA	\$275.00	\$5,500.00	Assumed quantity
Tree protection	5,025	LF	\$6.00	\$30,150.00	Assumed quantity
Construction entrance	6	EA	\$3,000.00	\$18,000.00	One at each entrance
Traffic control	1	LS	\$15,000.00	\$15,000.00	Include detour signage
Testing services / SWPPP	1	Allow	\$15,000.00	\$15,000.00	Compaction testing. SWPPP Inspections.
CLEARING / DEMO					
Site preparation	1	Allow	\$15,000.00	\$15,000.00	Clearing edges of path, pruning, etc.
Tree / stump removal	75	EA	\$525.00	\$39,375.00	Assumed quantity
Demo ex. Path	54,500	SF	\$0.80	\$43,600.00	Asphalt and base. 25% swell.
EARTHWORK / PAVING					
Fill, delivered and placed	2,664	CY	\$17.50	\$46,627.78	Allow 1CF/SF of path + 20% Shrinkage
Rough grade	76,300	SF	\$0.75	\$57,225.00	Path width plus 1.5' B.S.
Fine grade	59,950	SF	\$0.90	\$53,955.00	Path width plus 0.5' B.S.
10'-wide trail w/ base	6,056	SY	\$34.00	\$205,888.89	2" asphalt on 6" base
LANDSCAPING					
Grade / grass shoulders	43,600	SF	\$1.00	\$43,600.00	Allow 4' b.s., with min. grading & hydroseed
Root barrier	750	LF	\$40.00	\$30,000.00	Assumed quantity
Replacement trees	75	EA	\$575.00	\$43,125.00	Size & species TBD. Assumed qty.
Tree establishment	75	Allow	\$275.00	\$20,625.00	Water / weed trees as necessary
Maint until acceptance	1	Allow	\$5,000.00	\$5,000.00	Mow / weed turf as necessary
ENTRANCES / SITE AMENITIES					
Detectable dome	80	SF	\$75.00	\$6,000.00	Elizabeth City Glass pavers
Raised crosswalks	2	EA	\$7,500.00	\$15,000.00	White markings only - no Streetprint
Pavement markings	1	Allow	\$10,000.00	\$10,000.00	Thermoplastic crosswalks; stop bars
Fold-down bollards	4	EA	\$2,750.00	\$11,000.00	At entrances
Wood bollards	20	EA	\$800.00	\$16,000.00	At street intersections
Signage at crossings	3	EA	\$7,500.00	\$22,500.00	Regulatory / warning on streets
2-rail fencing at crossings	500	LF	\$85.00	\$42,500.00	Rough-sawn fence to match standard
2-rail safety barrier	1,425	LF	\$90.00	\$128,250.00	Rough-sawn fence to match standard
Site amenities	1	Allow	\$20,000.00	\$20,000.00	Benches, signs, trash cans.
Total CONSTRUCTION				\$1,106,811	
10% Design / Permitting				\$110,681	
5% Project Mgmt / Admin				\$55,341	
Total DESIGN / PERMIT / CONSTRUCTION (2022\$)				\$1,272,832	
10% project contingency				\$127,283	
TOTAL PROJECT				\$1,400,116	

The budget shown above was developed using prices from the recently completed section of the project (Playground Rd. to Wantoot Blvd., completed March 2020) with a slight escalation to reflect anticipated construction costs in 2022 (12 – 16 months after funding award).

START-UP cost items reflect the typical contractor charges for mobilization, bonds and insurance, and construction layout, along with other items required to begin work. The City of Charleston does not require a fee for the permit, although some limited inspection fees will be the responsibility of the Contractor.

- Before a permit will be issued to the contractor, the required construction entrances, silt / erosion controls and tree protection must be installed and inspected.
- Throughout the construction phase of the project, these protective systems must be maintained and repaired.
- These activities are tracked through the required weekly ‘Stormwater Pollution Prevention Plan’ (SWPPP) inspections.
- Other costs in this category are traffic control – detour signs for Bikeway users and as required by SCDOT work in / adjacent to their right-of-way – and third-party engineering inspections required to certify that the project is executed per specifications.

CLEARING / DEMO cost items include an allowance for site preparation items to be identified in the plan development, the removal of trees, and removal of the existing asphalt path.

- Site preparation will include pruning trees shown to remain for clearance over equipment, removing brush (not trees), etc.
- The tree removal quantity is estimated from site visits and a review of aerial imagery, and the actual quantity will be per permitted plans.
- Path demolition costs include the removal of asphalt and base materials and the necessary hauling and recycling costs for removing the existing materials.

EARTHWORK / PAVING cost items include an assumption of fill requirements based on the recently completed work.

- Some areas of the project will not require fill, and others will require more than the assumed value. Actual requirements to be defined in the plans. Fill cost reflects the material in place and allows for soil swell. Estimated quantity based on 1 CF of material per 1 SF of path.
- Rough grading and Fine grading costs include necessary compaction activities.
- Paving cost is based on 2” of compacted asphalt on 6” of compacted base, with the base installed 1’ wider than the path.

LANDSCAPING cost items include the horizontal finishes that are not pavement.

- Installation of topsoil as required to grade the shoulders, final grading of this soils, and hydro-mulch grassing. The assumption is this work will be required on an average of 4’ on either side of the new path, with the actual requirement being all disturbed soil that is not otherwise stabilized.
- Root barrier and replacement tree locations will be determined in the plans. The quantity of replacement trees is based on the estimated number of trees to be removed, which is subject to change. Tree planting includes mulch.
- As there will not be an irrigation system installed, the ‘Tree Establishment’ cost is included to reflect regular watering of the newly planted trees as required, which will be dependent upon the time of year that the project is executed (estimated at 3x / week for 8 weeks minimum).

- Maintenance until acceptance is a cost associated with mowing, weeding, and repairing the grassing until acceptable cover is attained. Note that this is a requirement of the SWPPP permit and is not an ongoing cost for routine maintenance of the improvements.

ENTRANCES / SITE AMENITIES cost items include the costs for the vertical improvements on the project, which are primarily focused at the entry points.

- ADA-detectable domes at the roadway intersections.
- Raised crosswalks at White Oak Drive and Wantoot Blvd., along with required pavement markings and roadway signage.
- City-standard park identification signage.
- Fold-down bollards, fixed wood bollards, and the City's standard two-rail wood fence that will be used to define the entrances and limit vehicular traffic.
- The Safety Barrier line item allows for a modified two-rail fence (6" taller than entrance fencing) as required to shield users from steep shoulders. This quantity was developed from a review of aerial images and site investigations and could be affected by the final layout of the trail.
- Site Amenities costs include benches, trash receptacles, and park rules signage, with quantities to be determined during plan development.

DESIGN / PERMITTING costs are estimated at the maximum allowable 10%. Typical professional services fees in the Charleston, SC area are slightly elevated due to the challenges with local and state permitting in areas that are within ½ -mile of a receiving waterbody. With the existing Ardmore drainage system in place, this project will be required to meet the more extensive regulatory review. Costs in this category typically include:

- Existing conditions survey
- Preliminary design, design development, and final permitting documents, followed by preparation of specification and bid documents.
- Permitting submittals will include the City's 'Technical Review Committee', which includes the full gamut of typical reviews, along with a detailed local Stormwater permit, submittals to SC Dept. of Health & Environmental Control for stormwater and land disturbance, and a submittal to SCDOT for the raised crosswalks. A limited traffic study may be required to permit the raised crosswalks.
- In addition to the permitting review meetings, two public meetings will likely be required.
- This line item will also include a Reimbursable amount for printing costs, permit review fees, and limited travel expenses (local mileage). No meals will be allowed, and we fully anticipate that there will be a qualified project team located within day-trip distances.

PROJECT MANAGEMENT / ADMINISTRATION costs are estimated at the maximum allowable 5%. This line item would typically include:

- Costs associated with advertising the 'Request for Qualifications' for design services and the 'Invitation for Bids'.
- Printing costs associated with final permit submittals (plan sets for stamping – prints required up to this point are included in reimbursable expenses in Design / Permitting) and Owner's sets.
- Costs associated with distributing plans, specifications and addenda through a third-party vendor (printing costs borne by Bidders),

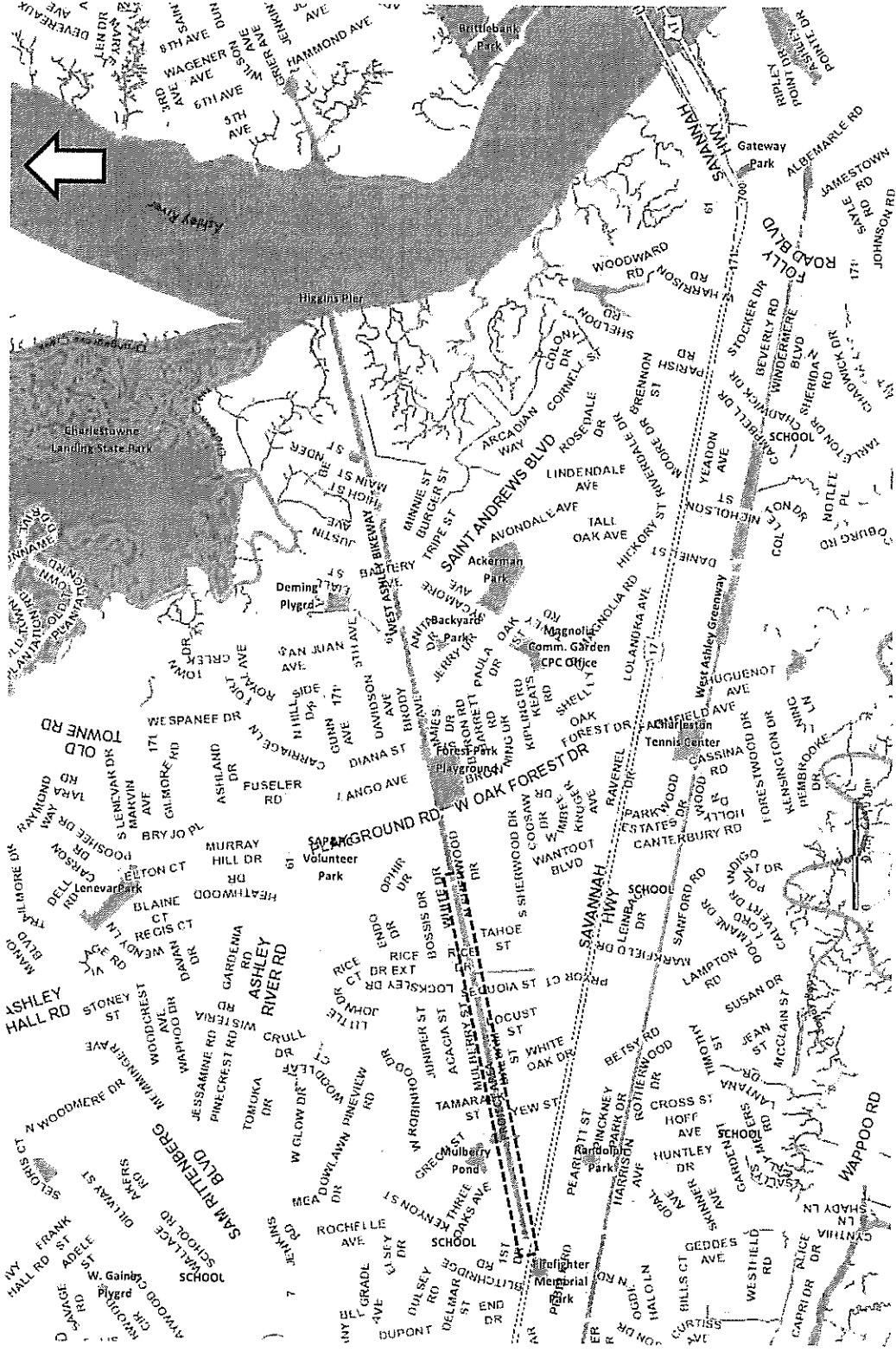
- Construction Administration services provided by either the design engineer(s) or another professional. This would also include a small Reimbursable line item for local travel, printing, and any testing costs that are not included in the Testing Cost / SWPPP Inspections.

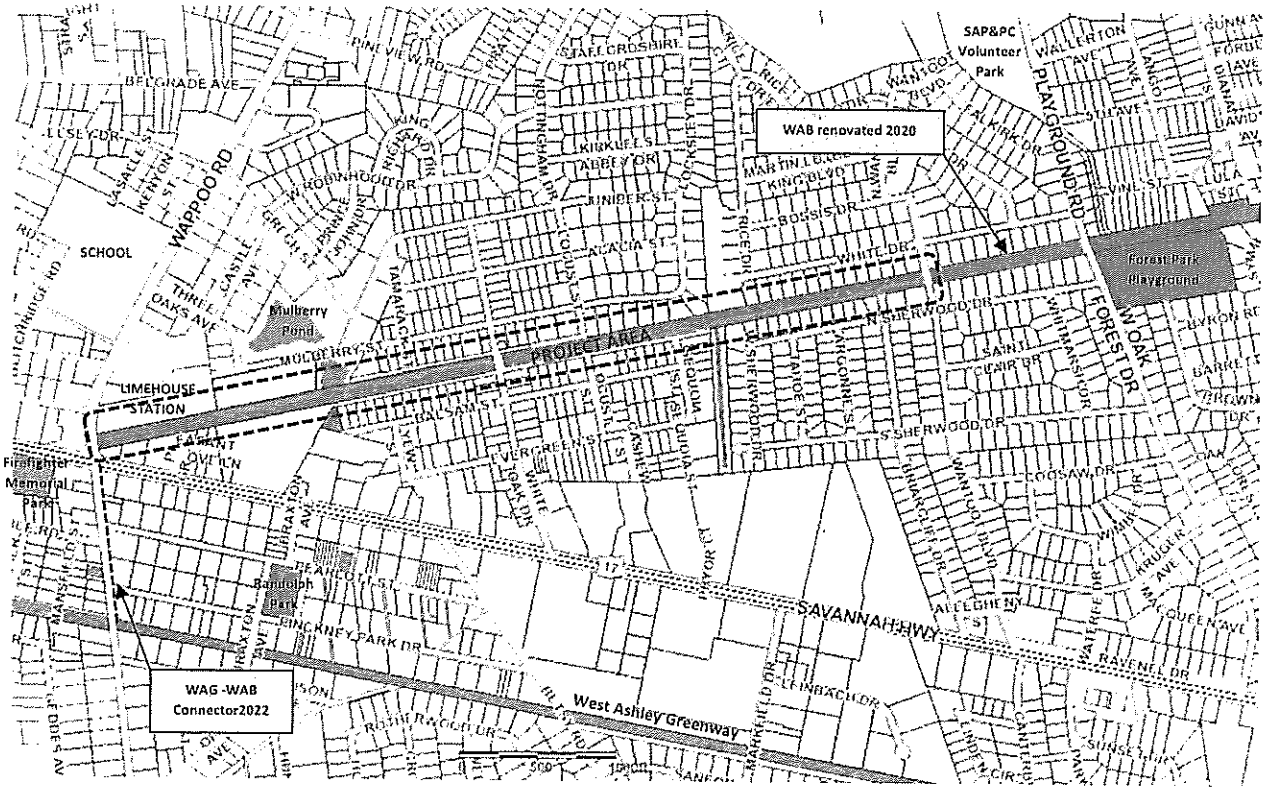
The City of Charleston's costs associated with project management, including administration and management staff, will be tracked for over match. Costs associated with grant administration will not be included.

CONTINGENCY is shown at 10% of the costs for above.

The project budget does not include work associated with the proposed public art installations.

LOCATION MAP





PHOTOS



West Ashley Bikeway at Wappoo Road. Existing path indicated with arrows. Approximate property line with Limehouse Station at white pick-up truck.



WAB, viewed towards Wappoo Road. Photo near rear of Limehouse Station property. Note root damage to narrow path.



WAB at transition from Ardmore Drainage project (1995) to original path (1983). View west, with Limehouse Station property in center background. Path narrows from 8' shown to 6' original path near tree in center. Squares of grass from old post locations for low barrier.



Bald Cypress grove (view West). Surprisingly little root damage in this shady stretch. Safety Barrier will be required on the right if the trees on the left are to remain.



Approaching Mulberry Pond area (view East). Room to adjust alignment in this location if needed. The gentle undulations were added during the Ardmore project, and will be maintained if possible for character.



Mulberry Pond area (view West). Preceding photo taken from the location of the two walkers in the background. This is the smaller pond, connected to Mulberry Pond under Mulberry Street.



Mulberry Pond area (view East). Drainage canal varies in width and has multiple flow controls included along channel. New path will generally follow existing alignment due to limited room for adjustment.



Approaching White Oak Drive (view East). The current path alignment has two bends winding through Live Oaks planted as part of the Ardmore project. Will seek to minimize disturbance in this area while addressing root damage and horizontal alignment issues.



Existing crossing at White Oak Drive (view West). Project will maintain crossing location and improve safety with raised crosswalk and signage. Access controls will be implemented to restrict vehicles.



Ardmore culvert (view West). Widening the path will likely require Safety Barrier on both sides of the path in some areas. The existing shoulders are as narrow as 3' in many locations, and the drainage channels limit flexibility.



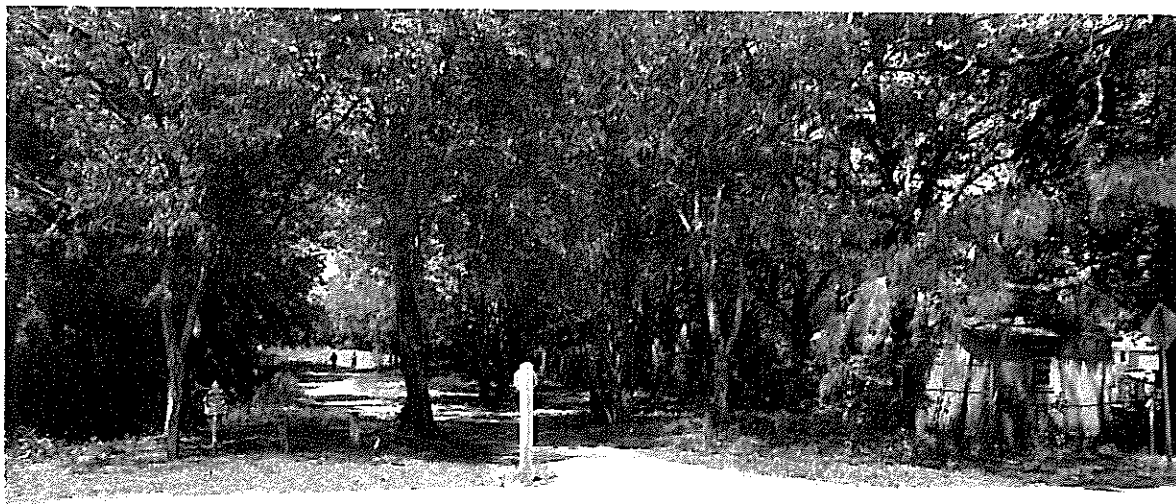
Nearing Wantoot Blvd. (view East). The pines ahead will have to be removed to correct the cross-slope and prevent future root damage.



Wantoot Blvd approach (view East). The existing path hugs the top of slope on the right, and splits to wrap around a planted median. Challenging geometry in this location due to the trees.



Wantoot Blvd. crossing (view East). The recently completed segment begins on the other side of the road. This project includes a raised crosswalk at this intersection, additional traffic control signage, and perimeter controls.



Wantoot Blvd. crossing (view West). Existing conditions of the project area.

LETTERS OF SUPPORT

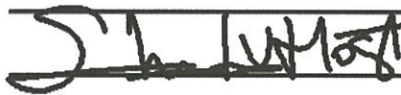
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CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Compton / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: FEMA-4241-DR-SC-0077 HUGER ST. FIRE STATION #8 RETROFIT FEE AMENDMENT #1
REQUEST: Approval of Fee Amendment #1 with Liollo Architecture in the amount of \$65,160.00 for additional design and permitting services related to stormwater management requirements, along with costs associated with a project delay and adoption of building code updates. These requirements were added as a result of the redevelopment standards adopted in late 2017. The grant application was initially submitted in 2016.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** 11/15/17
1588-58240
 \$65,160.00
 1629

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

	Yes	N/A	Signature of Individual Contact	Comment
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 checked="" 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 # 051588-58240
 Balance in Account \$65,160.00 Amount needed for this item \$65,160.00
 Project Number CP1629

NEED: Identify any critical time constraint(s).

CFO's Signature: _____

FISCAL IMPACT: Approval of Fee Amendment #1 will increase the Professional Services Contract by \$65,160.00 (from \$277,418.00 to \$342,578.00). Funding sources for this project are: FEMA Hazard Mitigation Grant (\$255,232.00) and General Fund Reserves (\$140,237.00).

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 Amendment for Professional Services #01

Project: CP 1629 – Retrofit of Fire Station 8 (370 Huger Street)

Owner: City of Charleston
 Division of Capital Projects
 823 Meeting Street
 Charleston, SC 29403

A/E: Liollo Architecture, PC
147 Wappoo Creek Drive
Suite 400
Charleston, SC 29412

Contract Date: July 17, 2018
 Amendment Date: May 26, 2020

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

1. Description of the Contract Amendment:

- ITEM 1: PROGRAM / CODE UPDATE.
 Additional work required for Program / Code updates following project delay and floor plan modifications.
- ITEM 2: STORMWATER DESIGN - CIVIL ENGINEERING / LANDSCAPE ARCHITECTURE SERVICES.
 Additional work required to design and permit the stormwater management system required to meet the Stormwater Manual SHA requirements.
- ITEM 3: STORMWATER - ADDITIONAL ARCHITECTURAL & STRUCTURAL ENGINEERING SERVICES.
 Additional work required to accommodate the stormwater management system (e.g. cistern foundation design).

No additional Reimbursable Expenses are included.

See attached proposal from Liollo Architecture dated January 16, 2020.

2. Adjustments to the Contract Sum:

Original Contract Sum	\$ 277,418.00
Change by Previously Approved Contract Amendments.....	\$ n/a
Contract Sum prior to this Contract Amendment.....	\$ 277,418.00
Amount of this contract Amendment, complete.....	\$ 65,160.00
New Contract Sum, including this Contract Amendment	\$ 342,578.00

3. Adjustments in Contract Time:

Original Date for Contract Completion.....	n/a
Change in Days by Previously Approved Contract Amendments	n/a
Change in Days for this Contract Amendment	n/a
New Date for Contract Completion.....	n/a

ARCHITECT/ ENGINEER:  05.07.2020
 (A/E's Name) (Date)

OWNER: _____
 John J. Tecklenburg, Mayor (Date)



January 16, 2020

Mr. Matt Compton
 Special Projects Administrator
 City of Charleston
 Capital Projects Division
 823 Meeting Street
 Charleston, SC 29403

RE: **City of Charleston Fire Station #8 – CP1629**
Liollo Project # 18406

Dear Matt,

Liollo is excited to continue the work with you, the City of Charleston, and the Charleston Fire Department on the retrofit of Fire Station no. 8. After an extended time when this project was dormant, we understand that the City of Charleston has decided to move forward with the project. Per our recent discussions, we want to present for your consideration items that we believe constitute additional services as outlined below.

Schematic Design Phase: \$32,200

Starting back up on a project after an extended period requires some planning from a resource standpoint and also getting the team re-acquainted with the project. As indicated in your email on December 19th, 2020, we understand that there are program, design and floor plan changes that will impact and alter the design that has been complete to date. The project will fall under the newly adopted 2018 Building Codes, which will require updates to the code review that has been complete to date. The revised scope for the sitework will require an elevated pile supported water tank on a steel or concrete frame outside of the building, which will impact the architectural and structural scope of work.

Breakdown of the lump sum number above for the Schematic Design Phase:

Program / Code updates due to schedule delay and floor plan changes	\$20,000
Additional Architectural and Structural services related to the stormwater	\$12,200

Sitework Scope: \$32,960

The initial contract deferred the site scope beyond basic site work. Through our initial TRC submittal, we are now aware that the design of a stormwater management system and associated site features

will be required to meet the City of Charleston SPA Requirements and will also require additional effort for the design and permitting for the SCDOT encroachments. This scope includes the Civil Engineering and Landscape Architecture services to assist with design, permitting and approvals for the site improvements for the project.

Total Lump Sum for Additional Service 01: \$ 65,160

Please let me know if you have any questions concerning the information above. Thank you for your support and confidence, and we are so excited to get back work on this great project.

Sincerely,

LIOLLIO ARCHITECTURE

A handwritten signature in black ink, appearing to read 'Jay White', written over a horizontal line.

Jay White, AIA, LEED AP
Principal

cc: Lisa Gerth, File

9.)

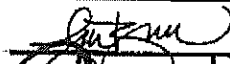

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Ed Boines / Andrew Jones DEPT. Parks – Capital Projects
 SUBJECT: CPD FORENSIC SERVICES BUILDING PROFESSIONAL SERVICES CONTRACT

REQUEST: Approval of a Professional Services Contract with ESP Associates, Inc., for \$80,684.83 to replace P157074 for inspection and testing services beyond the original scope and anticipated schedule, including SWPPP inspections and project duration exceeding the estimated schedule prior to receipt of construction bids. Attached is a memo explaining the need for extending the services and for going over the \$50,000 procurement threshold for professional services.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 2020

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

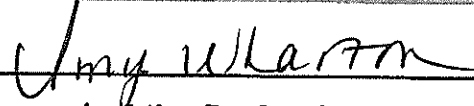
	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Capital Projects Director	<input checked="" type="checkbox"/>	<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 # 051448-58238

Balance in Account \$80,684.83 Amount needed for this item \$80,684.83
 Project Number CP1617

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Approval of the Professional Services Contract will obligate \$80,684.83 of the \$12,392,186.00 project budget. Funding sources for this project are: 2015 IPRB (\$7,392,186.00) and 2017 IPRB (\$5,000,000.00).

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.



John J. Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Juan F. Kransberg
Director

MEMORANDUM TO CITY COUNCIL MEMBERS

Honorable Council Members,

I have submitted the attached CPR agenda request along with the formal Request for Fee Amendment to BFRC for placement on their 5/13/2020 CPR agenda. This is in specific regard to our Special Inspection and SWPPP services currently being performed by ESP and Associates, Inc. at the new CPD Forensics Services Building in West Ashley.

As per the attached proposal narrative, and the final anticipated costs shown, the current PO will exceed the 50K threshold by \$ 30,684.83. The reasons for the overage are fully explained in the referenced narrative and CP is in agreement with the cost presented after a review of current State Contract cost breakdowns and allowances of certain costs. The original estimated time to complete this project was forecast to be 365 days...pre-bid. All pre-qualified bidders were instructed to list their estimated time to complete on the bid form. The apparent low bidder did indeed list 365 days as their time to receive substantial completion, however their bid was rejected as being unresponsive due to their failure to comply with certain pre-vetted subcontractor listings. Thus, we contracted with the next lowest responsible and responsive bidder. Their time to complete was shown as 480 days, or 4 months later than the first GC.

Due to this extra time, not anticipated by this vendor, the Chapter 17 Reporting and Testing, along with SWPPP services are taking longer than the vendor initially thought. They had based their costs on a 365 day duration and these proposals were received by Capital projects prior to the formal bid. Capital Projects supports the amendment as proposed, but since the amended cost has now overall exceeded the \$ 50,000.00 threshold by quite a lot, we plan to turn this PO into a Small Professional Services Contract, for the full revised amount. I just wanted to submit this memo to explain why this occurred and Councils' prayerful consideration of this amendment is deeply appreciated.



John J. Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Jason F. Kramberg
Director

Please advise if I can provide any further information in this regard as I will be pleased to assist in any way I can.

I remain respectfully,

Edward H. Boinest, III., CSI
Sr. Construction Project Manager
City of Charleston Department of Parks
Capital Project Division
823 Meeting Street, Charleston, SC 29403
843-579-7552
843-670-5055 Cell
boineste@charleston-sc.gov

**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: ESP Associates, Inc.
 Department of Parks 2154 N. Center Street
 823 Meeting Street North Charleston, South Carolina 29406
 Charleston, SC 29403

WHEREAS the Owner requires the delivery of certain Inspection and Construction Materials Testing, engineering and reporting, and SWPPP Services ("Work") as a part of the design and construction of the Police Forensics Lab ("Project") as outlined in the ESP's Fee Proposal No. E4D-18217 (Revision #1) dated November 29, 2018 (attached as Exhibit A), ESP's additional Scope of Work prepared on June 29, 2019 (attached as Exhibit B), and ESP's Request for Addendum #2 dated on April 28, 2020 (attached as Exhibit C) ("Service" or "Scope of Services"), which are marked as indicated herein and attached hereto as if fully written herein.

CP1617 CPD Forensics Services Building
 (Project Number) (Project Name)

WHEREAS, the A/E, whose SC professional license is 5839 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, Exhibit B, and Exhibit C which shall be performed in accordance with the Terms and Conditions contained on pages 3 through 5 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>Field and Lab Services, Project Management & Administration, SWPPP Services</u>	<u>7 months</u>	\$40,793.34 (50.6%)
<u>Field and Lab Services, Project Management & Administration, SWPPP Services</u>	<u>1 month</u>	\$29,555.00 (36.6%)
<u>Field and Lab Services, Project Management & Administration, SWPPP Services</u>	<u>1 month</u>	\$2,250.00 (2.8%)
<u>Field and Lab Services, Project Management & Administration, SWPPP Services</u>	<u>1 month</u>	\$900.00 (1.1%)
<u>Field and Lab Services, Project Management & Administration, SWPPP Services</u>	<u>1 month</u>	\$1,500.00 (1.9%)
<u>Field and Lab Services, Project Management & Administration, SWPPP Services</u>	<u>1 month</u>	\$2,500.00 (3.1%)

Field and Lab Services, Project
Management & Administration,
SWPPP Services

1 month

\$3,186.49 (3.9%)

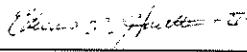
TOTAL \$80,684.83 (100%)

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

OWNER: City of Charleston

ESP Associates, Inc.:

BY: _____
John J. Tecklenburg, Mayor

BY:  Digitally signed by Edward G. Horstkamp III
Date: 2020.05.13 17:25:22 -04'00'

Signature
Edward G. Horstkamp III
Print or Type Name
ITS: Executive Vice President

ATTACHMENTS

1. ESP's Fee Proposal No. E4d-18217 (Revision #1) dated November 29, 2018 marked as Exhibit A
2. ESP's additional Scope of Work prepared on June 29, 2019 marked as Exhibit B
3. ESP's Request for Addendum #2 dated on April 28, 2020 marked as Exhibit C

**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 sub-contractor to assist in the performance of the Services.
- E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
- F. Time and Expense Records of the A/E's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

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.

CITY OF CHARLESTON
PURCHASE ORDER STATUS INQUIRY

Report Date: 12/05/2018

PURCHASE ORDER INFORMATION

PO Number: P157074 ✓ *(Handwritten mark)* Vendor: V013106 ESP Associates Inc
 PR Number: PR185722 Addr Cd: AA

Open Order

PO Box 7030
 Charlotte, NC 28241

Confirm:	Requested by: Kimberly Sadlier	Entry Dt: 10/29/2018	Blanket Number:
Account:	Approved Status: APRV	Req. Dt: 10/29/2018	Blanket Amount: 0.00
Bid:	Printed by: COOPGA	Apr Dt: 11/30/2018	Blanket Remaining: 0.00
Contract:		Print Dt: 11/30/2018	Buyer: B04
Ship To: L520000	End Use: EBCP1617CPDFncBldg	Sec Cd: DP48	Req. Codes: SA <input type="checkbox"/> 2R <input type="checkbox"/> <input type="checkbox"/> EC <input type="checkbox"/>
Bill To: L000001		Type: P ✓	SA <input type="checkbox"/> XP <input type="checkbox"/> ZA <input type="checkbox"/>

ITEMS

Item	Qty Ordered	Qty Received	UN	Unit Price	Key	Object	Tax1 Tax2	Discount Charges	Extended	Catalog Ship To	F/A Whse	Print Chg
0001	1.00	00	EA	36,915.0000	051448	58238	0.00		36,915.00		N	

CPI617 CPD Forensic Services Building -
 Provide Chapter 17 Special Inspection
 Services, Materials Testing Services and
 SWPPP

PR Dates/Print Before/Print After Text

11/30/2018 cls

CPI617 CPD Forensic Services Building - Provide Chapter 17
 Special Inspection Services, Materials Testing Services and
 SWPPP - 11/27/2018 - \$36,915.00 - Ed Boines

NTE - \$36,915.00

APPROVAL STATUS

Status	Approver	Received In	Processed Out	Comments	Reference
Accepted	Kimberly Sadlier	11/29/2018 9:45:42	11/29/2018 9:45:51		A17
Accepted	Edmund Most	11/29/2018 9:45:56	11/29/2018 10:30:53		A3_0015
Accepted	Sarah Myers	11/29/2018 10:30:56	11/29/2018 10:36:13		A8_0008
Obsolete	Robin Robinson	11/29/2018 10:36:18	11/30/2018 9:57:10	Obsolete - Action taken by SINGCH	A9_0006
Accepted	Chenette Singleton	11/29/2018 10:36:18	11/30/2018 9:57:10		A9_0006
Accepted	Gary Cooper	11/30/2018 9:57:13	11/30/2018 11:31:38		A12
Expired	ONESOLUSER user	11/30/2018 11:31:59	11/30/2018 11:42:31	Expired at 11/30/2018 11:42:31 AM; Do Not Retry - Leave As Expired	A24
Accepted	Kimberly Sadlier	11/30/2018 11:42:31	11/30/2018 11:42:31		A5

ENCUMBRANCES

Item #	Key	Object	Reference #	Post Date	EN Amount	PD Amount	T	Pay
2018	0001	051448	58238	P157074	11/30/2018	36,915.00	0.00	EN
						Balance:		36,915.00

RECEIVED DEC - 5 2018
 sent to Andrew Jones 12.6.18 *(Handwritten initials)*

Capital Projects Purchase Request Form

Project Manager: Ed Boines

Date: November 27, 2018

Signature of PM 

Project:

CP 1617

(Number) (Name)

- Type of Purchase:**
- PROFESSIONAL SERVICES
 - CONSTRUCTION
 - ADMINISTRATIVE

Company Name ESP Associates, Inc.

Description:

Provide Chapter 17 Special Inspection Services, Materials Testing Services, and SWPPP

Division/Object Account Code (From Project Budget)

051448 - 68239

Amount: \$ 36,915.00 *or*

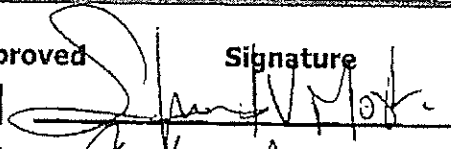
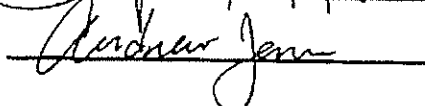
Lump Sum

X Not to exceed

Required Date: ASAP

(identify any critical time constraints)

Supporting Documentation/Attachments: Proposal dated November 16, 2018 attached with edits on the Cost Estimate page 11 of the attached which modifies the estimated time of site for 2 of the disciplines.

	Approved	Disapproved	Signature	Date
Director of Capital Projects	<input checked="" type="checkbox"/>	<input type="checkbox"/>		11/27/18
Capital Projects Administrator	<input checked="" type="checkbox"/>	<input type="checkbox"/>		11/28/18

Reference number to be placed on all invoices associated with this request: _____

A copy of this form is returned to the Project Manager with purchase reference number annotated above. The referenced number **must be included** on the invoice for payment to be processed.

ADMIN USE ONLY:

Vendor # 1013106

BP: _____

CA/PR: PR185722

20160



November 16, 2018

Mr. Edward Boimest
Senior Construction Project Manager
The City of Charleston, Department of Parks | Capital Projects
823 Meeting Street
Charleston, South Carolina 29401

**Reference: PROPOSAL FOR CHAPTER 17 SPECIAL INSPECTIONS,
CONSTRUCTION MATERIALS TESTING AND NPDES STORMWATER
COMPLIANCE OBSERVATION SERVICES
Police Forensics Operation
Charleston, South Carolina
ESP Proposal No. E4D-18217**

Dear Mr. Boimest:

ESP Associates, Inc. (ESP), appreciates the opportunity to provide Chapter 17 Special Inspections, construction material testing and NPDES stormwater compliance observation services for the above referenced project. This proposal outlines our proposed scope of services, costs, and the "Fee Schedule" upon which our costs are based.

PROJECT INFORMATION

The basis of this proposal is the following information provided via email correspondence from to Ms. Tracey Turner with ESP on February 28, 2018 and October 8, 2018:

- Meeting Minutes "Charleston PD Forensic Services Building" prepared by Stubbs Muldrow Herin Architects dated January 11, 2018.
- Conceptual Design "City of Charleston Forensic Laboratory" prepared by Stubbs Muldrow Herin Architects dated December 8, 2016.
- Design Development Drawings "Police Department Forensic Services Building" prepared by Stubbs Muldrow Herin Architects dated July 16, 2018.
- Design Development Specifications "Police Department Forensic Services Building" prepared Stubbs Muldrow Herin Architects dated July 16, 2018.

Based on our review of the above information, we understand the following about the project:

- The project site is located at 1975 Bees Ferry Road (TMS# 356-00-00-034) in Charleston, South Carolina.
- The project consists of the construction of a new approximately 22,000 square foot, two-story forensics building with associated driveway and parking areas.
- Based on the project information and plans provided, we understand that the proposed building footprint has dimensions of approximately 102 feet by 142 feet. The proposed forensics building will be steel framed with a brick veneer exterior supported on shallow foundations. Masonry walls will be utilized for the elevator shaft and garage area. The structure will have a typical 4-inch concrete slab-on-grade with a concrete slab-on-deck for the second story.
- Based on the civil drawings and grading plans, approximately 1 to 2 feet of fill will be necessary to achieve the Finish Floor Elevation of 18 feet.

Based on our experience with similar projects and our review of the referenced project documents, which included the Statement of Special Inspections, we understand that special inspection services will be required for portions of the following operations:

- Verification of Soils
- Excavation and Filling of Soils
- Reinforced Concrete
- Inspection of Bar Joist, Metal Building, and Structural Steel Fabricators
- Structural Steel Bolted and Welded Connection
- Post-Installed Anchors
- Structural Masonry

CHAPTER 17 SPECIAL INSPECTIONS SCOPE OF SERVICES

Documentation and Reporting

- Participate in a pre-construction meeting.
- Record applicable observations and test results in daily reports.
- Prepare and maintain a "Sign-In Log" for all special inspections performed at the site by ESP, the Structural Engineer and the Architect of Record.
- Document observed discrepancies for areas which ESP is responsible with a "Discrepancy/Correction Notice" and maintain the "Non-Conforming Work Log." The general contractor will be notified of all observed discrepancies (within ESP's scope of services) in a timely manner.
- Submit daily and weekly special inspection reports
- Upon completion of the project, compile and submit a "Final Report of Special Inspections" form for inspections within ESP's scope of services.

Verification of Soils (Periodic)

- Verify...
 - the structural building subgrades were prepared in general accordance with the project documents. Verification of pad locations and elevations are not a part of this scope.
 - observed unsuitable materials are removed prior to fill placement.
 - approved fill materials are being used.
 - the soils encountered in the foundation excavations are similar to those for which the allowable design bearing pressure was recommended.

Excavation and Filling (Continuous)

- Verify...
 - maximum lift thicknesses generally comply with the project documents.
 - the tested in-place density of the compacted fill complies with the project documents.
 - soils testing frequency and qualifications of soils testing technician(s) meet plans/specifications.

Reinforced Concrete

- Receive approved concrete mix designs from others and verify appropriate mix use during specific concrete placements.
- Inspect the reinforcing steel in the required structural members prior to concrete placements for conformance of type/size/placement/splicing/cleanliness per the project documents.
- Perform continuous observation of concrete placement for proper placement and consolidation techniques.
- Verify concrete testing frequency and qualifications of concrete testing technician(s) meet plans/specifications.
- Perform periodic observation of concrete curing techniques.
- Review concrete compressive strength test data prior to removal of shoring and forms for select structural components.

Inspection of Bar Joist and Structural Steel Fabricators (Periodic)

- Review shop operations and quality control procedures per project plans and specifications if fabricator is not exempt. For budget estimating purposes, we have assumed the fabricator is exempt and inspection of the steel fabricator is not required.

Structural Welding

- Verify inspection and testing frequencies and qualifications/certifications of on-site welders.
- Periodically...
 - observe identification markings of weld filler materials for conformance to the project documents and collect the manufacturer's certificates of compliance.
 - monitor single-pass fillet welds less than 5/16 inches and welding and side-lap fastening of metal roofs and floor decks.
 - verify weldability of reinforcing steel.
 - inspect the welding of reinforcing steel, with the exception of shear stud reinforcement.

- Perform continuous...
 - monitoring of complete and partial penetration groove welds, multi-pass fillet welds, and single-pass fillet welds greater than 5/16 inches.
 - inspection of the welding of shear stud reinforcement.

High-Strength Bolting and Steel Frame Erection

- Periodically observe...
 - the indemnification markings conform to ASTM standards specified and obtain material data sheets and manufacturer's certificates of compliance for bolts, nuts and washers.
 - bolt installation for bearing-type connections.
- Continuously monitor...
 - bolt installation for slip-critical connections.
- Periodically inspect steel frame during erection for compliance with project documents, including bracing, member configuration and connection details, the *AISC Manual of Steel Construction* and AWS Structural Welding Code.

Post Installed Anchors

- Review installer training records to confirm they have received manufacturer training per the contract documents.
- Perform continuous observation of anchor size, material grade, placement locations, embedment depth, hole cleanliness and type of epoxy used.

Structural Masonry (NOTE: Does not include bracing inspection)

- Receive approved mix designs for the mortar and grout and certificates of compliance for the masonry constituents from others.
- Periodically observe...
 - the size, layout, bonding and placement of the masonry units.
 - the preparation of on-site mixed mortar and grout.
- Periodically observe...
 - the construction of mortar joints during masonry construction. Verify the size and location of structural mortar.
 - the reinforcement, including dowels, anchors and ties, to verify the locations of reinforcement and connections to structure prior to masonry construction.
 - Prior to grouting, verify the size, grade, and placement of reinforcement and connection of masonry to structural frame.
- Continually observe...
 - the placement of all grout, confirming the cleanliness of grout space and the placement of reinforcing connectors.
 - the preparation of mortar and grout specimens and/or masonry prisms.
- Verify protection techniques for construction of masonry below 40°F and above 90°F.

MATERIALS TESTING SCOPE OF SERVICES

During the course of construction, we propose to periodically summarize the materials testing services provided by ESP, along with the test results. ESP will provide personnel to perform the following materials testing services in conjunction with our Special Inspection services.

Soils Evaluations and Testing

- Visually observe the exposed subgrades in structural areas and monitor the proofrolling of these materials prior to proceeding with fill, aggregate base course and/or asphalt/concrete placement.
- Estimate undercut/fill quantities based on physical measurements obtained from the field.
- Perform...
 - Laboratory Modified Proctor compaction tests on representative fill soils in general accordance with ASTM and the project documents.
 - laboratory testing (such as liquid and plastic limits and grain size analysis) in conjunction with Modified Proctor tests to determine suitability of fill soils for use as fill and/or backfill in structures, roadways, etc.
 - soil in-place field density tests per ASTM to verify the percent compaction achieved.

Foundation Evaluations

- Observe the excavated foundations for size, cleanliness and general orientation.
- Perform hand auger borings, supplemented with Dynamic Cone Penetrometer (DCP) testing, in order to evaluate the character and continuity of the near surface foundation bearing materials as they relate to the planned foundation bearing. DCP test results will be correlated to available soil test boring testing if boring test data is made available to ESP.

Concrete Testing

- Sample and test plastic concrete (including slump, air content, temperature, batch age, and unit weight) as required by ASTM, ACI and the project documents.
- Mold and cure 4 x 8 inch cylindrical concrete test specimens for laboratory compressive strength testing.
- Return test specimens to our laboratory after casting.
- Perform and report laboratory curing and compressive strength testing.

Structural Welding

- Perform...
 - non-destructive testing (i.e. ultrasonic, magnetic particle, or dye penetrant) of weld quality of all full-penetration welds and all field welds greater than 5/16 inches in thickness in accordance with the project documents.
 - non-destructive testing of any welds that are failed during visual weld inspection.
 - ring testing for all shear connectors with a 3 lb hammer and bend test all questionable shear studs to at least 15 degrees.

Structural Masonry

- Obtain field samples of grout and prepare 4 x 4 x 8 inch grout prism specimens.
- Perform...
 - sampling and testing as required by ASTM and the project documents.
 - laboratory curing and compressive strength testing of grout prisms and report results.

Asphaltic Concrete Paving

- Observe and proofroll...
 - subgrades prior to placement of base materials.
 - base materials prior to placement of asphaltic concrete.
- Perform...
 - in-place field density tests per ASTM in base materials to verify proper compaction.
 - in-place field density tests per ASTM in asphaltic concrete to verify proper compaction.

NPDES STORM WATER CONSTRUCTION COMPLIANCE OBSERVATIONS SCOPE OF SERVICES

- ESP personnel shall attend a pre-construction meeting with the contractor.
- We assume the Comprehensive Stormwater Pollution Prevention Plan (C-SWPPP) and the On-Site Stormwater Pollution Prevention Plan (OS-SWPPP) will be prepared by the civil site design engineer.
- ESP personnel to perform weekly visits to the site to observe erosion control infrastructure and devices, at a minimum. (Does not include any environmental / laboratory testing or "grab samples".)
- For each site visit, prepare a report regarding erosion control observations at the site.
- Upon observation of potential maintenance issues, ESP shall notify CLIENT so that CLIENT can perform (or cause to be performed) required maintenance to erosion control infrastructure.
- Perform visits to site to verify that maintenance items have been addressed upon notification that construction is complete. A Report of Observations shall be submitted to CLIENT.
- Provide reports / erosion control logs to CLIENT upon request.
- For the purpose of our services, we have assumed the civil site design engineer will submit the Notice of Termination and it is not included in our scope of services.

ANTICIPATED SCHEDULE

We are providing below our anticipated durations for the special inspections and materials testing services based on our previous experience with similar projects and information contained in the project documents. The durations provided do not include time for re-inspection, re-testing, standby/waiting, or time required beyond those outlined. All durations are portal to portal. A construction schedule was not provided to ESP at the time of this proposal. Once a detailed construction schedule is available, ESP requests the opportunity to revise our durations as needed.

Site Work, Concrete & Masonry

- Assumes 4 trips for a Project Manager at 4 hours per trip for subgrade evaluations prior to placing fill, stone and/or asphalt.
- Assumes 4 trips for a Special Inspector at 4 hours per trip for field density testing of soil.
- Assumes 4 trips for a Special Inspector at 4 hours per trip for foundation bearing materials evaluations.
- Assumed 4 trips for a Special Inspector at 5 hours per trip for reinforcing steel observations and concrete testing for foundations.
- Assumes 1 trip for a Special Inspector at 8 hours per trip for concrete slab-on-grade observations and testing.
- Assumes 1 trip for a Special Inspector at 8 hours per trip for concrete slab-on-deck observations and testing.
- Assumes concrete cylinders can be picked up during subsequent site visits.
- Assumes 6 trips for a Special Inspector at 4 hours per trip for structural masonry observations and grout testing.
- We have assumed six sets of grout prisms (one per day).

Structural Steel

- Assumes 4 trips for a Structural Steel Special Inspector at 6 hours per trip for inspection of the structural steel welded and bolted connections.
- Assumes 4 trips for a Structural Steel Special Inspector at 8 hours per trip for inspection of moment welds.
- Assumes a total of 16 moment welds with two certified welders completing a total of four moment welds per 8 hour day.
- Assumes 2 trips for a Structural Steel Special Inspector at 3 hours per trip for UT Testing.

Post-Installed Anchors

- Assumes 2 trips for a Special Inspector at 4 hours per trip for inspection of post-installed anchors.

Paving

- Assumes 2 trips for an Engineering Technician III at 4 hours per trip for stone density testing.
- Assumes 2 trips for an Engineering Technician III at 4 hours per trip for asphalt density testing.

SWPPP

- As previously noted, a construction schedule was not provided to ESP at the time of this proposal. Therefore, we have assumed a construction duration of 52 weeks for NPDES Storm Water Construction Compliance Observations.

Meetings

- Assumes attendance for 3 hours at each for a project manager at the following assumed project meetings:
 - Special Inspections pre-construction meeting.
 - Cast-in-place concrete pre-construction meeting.
 - Structural masonry pre-construction meeting.
 - Structural steel pre-construction meeting

INFORMATION ABOUT PERIODIC AND CONTINUOUS INSPECTION

Inspector Information: ESP proposes to offer periodic and/or continuous special inspection services. Inspections and Special Inspections have inherent limitations with regard to the level of inspection performed. Despite the thoroughness of an Inspection / Special Inspection program, non-compliant conditions may potentially remain undetected. As a result, the Inspection / Special Inspection services provided by ESP do not constitute a guarantee or warranty that all non-compliance conditions will be detected and/or corrected.

Contractor Information: The Contractor must remain responsible for the work complying with the project plans and specifications. Inspections and/or Special Inspections do not relieve the contractor of contractual responsibilities or the need to provide proper construction in compliance with project plans and specifications. The contractor is also responsible for providing Inspectors and Special Inspectors (or agents to the Special Inspector) access to "approved for construction" plans and specifications (reference IBC 106.3.1).

COST OF SERVICES

Our fee for the above services will be provided at the hourly and unit rates shown on the attached "Fee Schedule." A budget of \$32,655 has been established for these services; however, this estimate may need revision if the services, scope or duration require additional commitment. A breakdown of the estimated cost is attached.

COMPENSATION

Our services will be billed monthly, with payments due upon receipt and considered past due 30 days following the invoice date. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

AUTHORIZATION

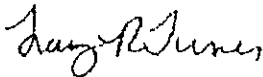
Our "Statement of Terms and Conditions" and "Fee Schedule" are attached and incorporated as a part of this proposal. Please indicate your acceptance of our proposal by signing and returning both originals of this proposal to our office. By acceptance of this proposal, Client is guaranteeing ESP that Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed original agreements, we will execute both originals, return one (1) original to you, and proceed with the performance of our services. This instrument contains the entire agreement between the parties and may not be altered, modified, amended, or assigned in any respect except by written instrument signed by all parties hereto. This proposal may be withdrawn by ESP if not executed within 60 days of the date of the proposal.

CLOSING

ESP appreciates the opportunity to submit this proposal to provide Chapter 17 Special Inspections, construction materials testing services and NPDES stormwater construction compliance observation services for the referenced project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

ESP Associates, Inc.



Tracey R. Turner, PE
Department Manager



David A. Bixler II, PE
Senior Review

WJB/TRT/DAB/ea

Attachment:

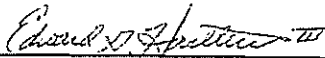
- Cost Estimate
- Fee Schedule (SC State Wide Contract)
- Statement of Terms and Conditions

ACCEPTED AS A CONTRACT BY AND BETWEEN:



Mr. Edward Boines, Senior Construction Project Manager
The City of Charleston, Department of Parks |Capital Projects

11/27/18
Date



Mr. Edward G. Horstkamp III, PE, Executive Vice President
ESP Associates, Inc.

12/10/18
Date

COST ESTIMATE
 City of Charleston Forensics Laboratory
 Charleston, South Carolina
 ESP Proposal No. E4D-18217

CHAPTER 17, CONSTRUCTION MATERIALS TESTING, SWPPP SERVICES

- See proposal text for anticipated durations
- Assumes no weekends or overtime

Field Testing Services

	<u>Quantity</u>	<u>Units</u>	<u>Rate</u>	<u>Total</u>
1 Project Manager II	16	Hours	\$ 85.00	\$ 1,360.00
2 Special Inspector	150 100	Hours	\$ 60.00	\$ 6,000.00 9000 ¹⁰
3 Engineering Technician	16	Hours	\$ 44.00	\$ 704.00
4 Structural Steel Special Inspector	80 62	Hours	\$ 70.00	\$ 4,340.00 5600 ¹⁰
5 Nuclear Density Gauge Testing	6	Days	\$ 54.00	\$ 324.00
6 UT Testing Equipment	6	Hours	\$ 15.00	\$ 90.00
7 Mileage	1200	Miles	\$ 0.545	\$ 654.00

Subtotal \$ ~~13,472.00~~ 17,732¹⁰

Laboratory Services

1 Concrete Cylinder Compression Test	40	Tests	\$ 15.00	\$ 600.00
2 Grout Prism Compression Test (4x4x8)	24	Tests	\$ 20.00	\$ 480.00
3 Modified Proctor	1	Tests	\$ 150.00	\$ 150.00
4 Modified (Stone) Proctor	1	Tests	\$ 150.00	\$ 150.00
5 Atterberg Limits	1	Tests	\$ 85.00	\$ 85.00
6 Grain Size Analysis	1	Tests	\$ 80.00	\$ 80.00

Subtotal \$ 1,545.00

SWPPP Services

1 Pre-Installation Meeting, Weekly Observations & Reporting	53	Each	\$ 225.00	\$ 11,925.00
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Subtotal \$ 11,925.00

Project Management, Meetings, Engineering and Reporting Services

1 Project Manager	40	Hours	\$ 85.00	\$ 3,400.00
2 Senior Project Engineer	15	Hours	\$ 135.00	\$ 2,025.00
3 Administrative Assistant	6	Hours	\$ 48.00	\$ 288.00

Subtotal \$ 5,713.00

TOTAL COST ESTIMATE \$ ~~32,658.00~~

\$ 36,915¹⁰

ESW

ESP Associates, P.A.
 Technical Services
 Fee Schedule SC State Wide Contract
 Number 4400019210

<u>Engineering</u>	Rate	Unit
1200 Senior Project Engineer I	\$ 135.00	Hr
1060 Project Manager II	\$ 85.00	Hr
<u>Administrative</u>		
7010 Administrative Assistant I	\$ 48.00	Hr
<u>Chapter 1 Inspections, Special Inspections and Field Testing Services</u>		
4000 Special Inspector (concrete, masonry, soils, fireproofing)	\$ 60.00	Hr
4010 Prestressed Concrete Special Inspector (ICC)	\$ 65.00	Hr
4220 EIFS Special Inspector (AWCI)	\$ 60.00	Hr
4030 Post-Tension Special Inspector - Level I	\$ 60.00	Hr
4032 Post-Tension Special Inspector - Level II	\$ 70.00	Hr
4050 Structural Steel Special Inspector	\$ 70.00	Hr
4070 Metals Technician	\$ 70.00	Hr
4230 Prestressed Concrete Technician - Level I	\$ 60.00	Hr
4232 Prestressed Concrete Technician - Level II	\$ 70.00	Hr
4240 ANST Level II Technician	\$ 95.00	Hr
4130 Certified Weld Inspector	\$ 70.00	Hr
4160 Lead Building Inspector	\$ 60.00	Hr
4570 Engineering Technician III	\$ 44.00	Hr
4610 Senior Engineering Technician II	\$ 49.00	Hr
4620 Senior Engineering Technician III	\$ 54.00	Hr
<u>Laboratory Testing Services</u>		
<u>Soils</u>		
Natural Moisture Content, each	\$ 15.00	each
Atterberg Limits, each	\$ 85.00	each
Grain Size (Wash 200 Sieve), each	\$ 50.00	each
Grain Size (W/Mechanical Sieve), each	\$ 80.00	each
Grain Size (with Hydrometer), each	\$ 120.00	each
Specific Gravity, each	\$ 60.00	each
Standard Proctor Compaction, each	\$ 140.00	each
Modified Proctor Compaction, each	\$ 150.00	each
ABC Stone Proctor, each	\$ 150.00	each
California Bearing Ratio Tests (3 points, soaked)	\$ 350.00	each
<u>Laboratory Testing Services (continued)</u>		
<u>Materials</u>		
Concrete cylinder compression test (6"x12")	\$ 15.00	each
Mortar cube compression test (2"x2")	\$ 20.00	each
Grout prism compression test (4"x4"x8")	\$ 20.00	each
Masonry unit compression test	\$ 120.00	each
Masonry prism compression test	\$ 180.00	each
Concrete core compression test	\$ 40.00	each
There is a report and handling charge of \$40.00/set for concrete cylinders made and delivered to ESP by client or contractor.		
Notes with regard to field testing and inspection services		
A. Overtime rates will be 1.5 times the regular rate indicated for labor.		
B. Overtime includes all time in excess of 8 hr. per day, before 6:00 am, after 7:00 pm, Saturdays, Sundays & Holidays		
C. Minimum 3 hr. charge for part-time Engineering Technician (excluding cylinder pick up)		
D. All rates are charged "portal to portal."		
<u>Equipment</u>		
Concrete Coring Equipment, per day	\$ 140.00	day
PDA Test Equipment, per day	\$ 3,200.00	day
Bolt Torque Wrench, per hour	\$ 20.00	hour
UT Test Equipment, per hour	\$ 15.00	hour
<u>Reimbursables</u>		
Mileage, per mile	Government Rate	

Statement of Terms and Conditions

ATTACHMENT I

PREAMBLE: THIS CONTRACT CONTAINS LIMITATIONS OF WARRANTY AND LIABILITY, AMONG OTHER THINGS. YOU ARE ADVISED TO READ THIS DOCUMENT CAREFULLY AND TO SEEK COUNSEL REGARDING ANY QUESTIONS YOU MAY HAVE RELATED TO THE LANGUAGE CONTAINED HEREIN.

WITNESSETH: WHEREAS, Client desires to contract with Consultant to furnish Services to Client's project identified above.

WHEREAS, Consultant is engaged in the business of providing services and related labor, materials, and equipment. (herein individually and collectively referred to as Services.)

NOW, THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

OFFER ACCEPTANCE: Client hereby accepts Consultant's offer to provide services as described in Consultant's proposal for services and agrees that such services and any additional services authorized by client, shall be governed by this Agreement.

CONTRACT DOCUMENTS: "Contract Documents" shall mean this document as well as the attached proposal each of which is incorporated into the other.

PAYMENT: Client will pay Consultant for services and expenses in accordance with the Contract Documents. The current fee schedule in effect for the location providing the services shall be used as the amount to be paid by client for services provided. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of its Services. Each invoice, on presentation, is due and payable by Client. Invoices are past due 30 days after the date of the invoice. Past due amounts are subject to a late payment fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred by Consultant in collecting past due amounts shall be paid by the Client.

Consultant shall be paid in full for all services rendered under this agreement, including any additional services authorized by Client in excess of those stated in this Agreement.

The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or upon the Client's successful completion of the Project.

WARRANTY AND STANDARD OF CARE: Consultant and its agents, employees and subcontractors shall endeavor to perform Services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of others ordinarily providing similar services in the same or similar locality as the one where the services are performed. In the event any portion of the Services fails to substantially comply with this warranty and standard of care obligation and Consultant is promptly notified in writing prior to ninety (90) days after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services.

THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE.

This Warranty And Standard Of Care is in lieu of all other warranties and standards of care. No other warranty or standard of

care, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal, by oral communications or by any representations made regarding the services included in this Agreement.

LIMITATION OF LIABILITY - Consultant and Client mutually agree that the services provided pursuant to this Agreement involve risks or liability which cannot be adequately compensated for by the payments Client will make under this Agreement. Therefore, the total cumulative liability of Consultant, its agents, employees and subcontractors whether in contract, tort including negligence (whether sole or concurrent) and strict liability, or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement **shall not exceed the total fees paid by Client or fifty thousand dollars, whichever is greater and such shall constitute liquidated damages.** At additional cost, Client may obtain a higher limit of liability prior to commencement of services. The additional cost is compensation to Consultant for increasing the Consultant's limit of liability. The additional cost is not an insurance cost. Consultant's consideration to Client for this limit of liability is specifically reflected in Consultant's fees for services under this Agreement as such fees are less than Consultant would be paid for services under an Agreement without a limitation of liability. **Client is cautioned that this is a limited liability Agreement limiting the liability of Consultant; therefore, Client is advised to carefully review Client's risk of liability related to this contract and address such risks through Client's insurance or other means.**

DISCLAIMER OF CONSEQUENTIAL DAMAGES - In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including lost profits and loss of use.

REPORTS - In connection with the performance of the Services, Consultant shall deliver to Client one or more reports or other written documents reflecting Services provided and the results of such Services. All reports and written documents delivered to Client are instruments reflecting the services provided by Consultant to Client pursuant to this agreement are provided for the exclusive use of Client, Client's agents, and employees, all instruments of service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of the Services are, and shall remain, the sole and exclusive property of Consultant.

Should Client make instruments of service, including reports, available to strangers or request that Consultant address or forward copies of such to strangers, then Consultant's obligation with regard to such reports shall be to Client only, and limited to the provisions of this Agreement. Client may request that Consultant forward instruments of service to strangers or add addressees (an addressee is a stranger which receives a report prepared for Client but at Client's request such report is addressed to the stranger) to the instruments of service. Consultant reserves the right in its sole discretion to grant or deny Client's request and to charge additional fees for granting such a request. Such strangers and addressees receiving instruments of service shall as strangers to this Agreement have no recourse or basis for claim against Consultant and in consideration for receiving such, agree to look solely to Client as provider of the instruments of service. Client shall indemnify and hold harmless Consultant, its agents, employees and subcontractors from any stranger's use or costs, liabilities, claims and attorney's fees arising from any stranger's

Statement of Terms and Conditions

ATTACHMENT I

use or reliance on instruments of services when such use or reliance is with Client's knowledge.

SAFETY - With respect to the performance of the Services, Consultant shall take safety precautions required by federal, state and local laws, rules, regulations, statutes or ordinances. Should Client, or third parties be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.

CONFIDENTIALITY - Subject to any obligation Consultant may have under applicable law or regulation, Consultant will endeavor to release information relating to the Services only to its employees and subcontractors in the performance of the Services, to Client's authorized representative and to persons designated by the authorized representative to receive such information.

SAMPLES - Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for a mutually acceptable storage charge and period of time. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.

INVENTIONS - Any and all inventions or discoveries relating to the Services, including improvements and modifications to existing products or processes made or conceived by Consultant or its employees during the term of this Agreement are and shall remain the sole and exclusive property of Consultant.

REPRESENTATIONS OF CLIENT - Client warrants and covenants that sufficient funds are available upon receipt of Consultant's invoice to make payment in full for the services rendered by Consultant. Client warrants that all information provided to Consultant regarding the project and project location are complete and accurate to the best of Client's knowledge. Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-to-entry onto the project site and permission to perform the services included in this Agreement.

PROJECT SITE - Reasonable precautions will be taken to minimize damage to the Project Site from Consultant's activities and use of equipment. Client recognizes that the performance of the services included in this Agreement may cause alteration or damage to the site. Client accepts the fact that this is inherent in the work and will not look to Consultant for reimbursement or hold Consultant liable or responsible for any such alteration or damage. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and to indemnify and hold Consultant harmless from any claims and costs including attorney's fees by the owner or persons having possession of the site through the owner which are related to such alteration or damage.

Client agrees to disclose the identity of all utilities serving the Project Site and the presence and accurate location of hidden or obscure man-made objects known to Client relative to field tests or boring locations. Client agrees to indemnify and hold harmless Consultant from all claims, suits, losses, personal injuries, death and property liability including costs and attorney's fees resulting from damage or injury to subterranean structures (pipes, tanks, telephone cables, etc.)

arising from the performance of Consultant's services when the existence of such are not called to Consultant's attention in writing or the location not correctly identified in information furnished Consultant.

TERMINATION FOR CONVENIENCE - Upon written notice, Client or Consultant may terminate the performance of any further services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon dispatch or receipt of the termination notice, Consultant shall stop work on all services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant for all services performed up to the dispatch or receipt of the termination notice. Upon termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included herein.

UNFORESEEN OCCURRENCES - If, during the performance of service hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment significantly affects or may affect the services, Consultant will notify Client thereof. Subsequent to that notification, Consultant may; (a) If practicable, in Consultant's judgment and with approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE.

DELAYS - Should completion of any portion of the Services be delayed for causes beyond the reasonable control of or without the fault or negligence of Consultant, the time for performance shall be extended for a period equal to the delay.

INSURANCE - Consultant shall maintain at its own expense the following insurance subject to normal industry exclusions: (1) Workmen's Compensation Insurance and Employer's Liability Insurance. (2) Comprehensive Automobile Liability Insurance with limits of \$1,000,000.00 Certificates can be issued upon request identifying details and limits of coverage.

INDEMNITY - Client agrees to indemnify, defend and save harmless Consultant, its agents, employees and subcontractors from and against any and all losses, liabilities, and costs and expenses of every kind (including cost of defense, investigation, settlement and reasonable attorney's fees), which Consultant may incur, become responsible for or pay out as a result of bodily injuries (including death) to any person, damage to any property or both, to the extent caused by Client's negligence or willful misconduct.

Client and Consultant shall, in the event of liability arising out of their joint negligence or willful misconduct indemnify, defend, and save harmless each other in proportion to their relative degree of fault.

NON-SOLICITATION - Client does hereby agree not to seek to influence any employee of Consultant to leave Consultant's employ and or become directly or indirectly an employee or representative for Client. Client further agrees that breach of this condition will cause Consultant substantial and irreparable damage and therefore, in the event of any such breach, in addition to such other remedies which may be available, Consultant shall have the right to seek specific performance and injunctive relief.

Statement of Terms and Conditions

ATTACHMENT I

CAPTIONS AND HEADINGS - The captions and headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held or deemed to define, limit, describe, modify, or add to the interpretation, construction, or meaning of any provisions of or scope or intent of this Agreement.

NO AMENDMENT/ WAIVER - This Contract may only be amended by the written agreement of the Consultant and the Client. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.

LAW TO APPLY - The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of North Carolina, without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Should any provision of this Agreement be deemed unenforceable by any court of competent jurisdiction, those provisions deemed unenforceable shall be severed from the body of this Agreement, so that the primary intent of this Agreement shall remain intact.

INTERPRETATION - Since both the Consultant and Client have reviewed this Contract, the normal rule of construction that any ambiguities in this Contract are to be resolved against the drafting party shall not apply.

CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

ENTIRE AGREEMENT - This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions and Agreements, whether written or oral, between the parties regarding same. TO THE EXTENT that any additional or different Provisions conflict with the Provisions of this Agreement, the Provisions of this Agreement shall govern. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both parties.

FORCE MAJEURE - In the event that either party is unable to carry out its obligations under this Agreement, wholly or in part, due to circumstance beyond its control, including without limitation, fire; explosions; floods; acts of God; war or other hostilities; civil commotion; governmental acts, orders or regulations; then upon giving prompt notice of force majeure to the other party, the party so affected shall be released without any liabilities on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period that its performance of said obligations is prevented by circumstance of force majeure.

COMPLIANCE WITH LAW AND EEOC COMPLIANCE - During performance hereunder, and every activity connected herewith, the client/vendor shall comply fully with all applicable laws, ordinances, rules and regulations, and if requested and/or required, shall furnish evidence satisfactory to ESP of such compliance. In addition, client/vendor shall comply with the then current provisions of the Equal Opportunity Clause at 41 CFR 60-1.4, 60-250 and 60-741.4, which are hereby incorporated by reference.

If applicable to this purchase order, subcontract, or bill of lading, the affirmative action clause for disabled workers (41 CFR § 60-741.4), the equal opportunity clause in Section 202 of Executive Order 11246 (41 CFR § 60-1 through 60-50), and the affirmative action clause for covered veterans (41 CFR 6--300) are hereby incorporated herein by reference. Further, if applicable, seller agrees to file Standard Form 100 (EEO-1) and the VETS-100A report. The contractor agrees to comply with 29 CFR Part 471, Appendix A to Subpart A.

This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ATTORNEYS FEES - Should Consultant deem it necessary to retain an attorney or other counsel to defend and/or pursue the enforcement of this Agreement, Consultant shall be entitled to recover reasonable attorneys' fees and costs.

MATERIAL FACT WITNESS - Should parties involved with Client's project become engaged in a claim in which ESP is not named, and ESP is required/requested to provide testimony, by deposition, or client request, regarding the contents of our work, ESP shall be compensated for ESP's time and materials (copies, shipping fee, etc.) as an additional service to our contract with Client. Our fees and expenses will be invoiced at our prevailing hourly and unit rates. Any request for Expert Witness services will be contracted under a separate agreement.

City of Charleston
Contract Amendment for Professional Services #01

Project: CP-1617 CPD Forensic Services Building

Owner: City of Charleston
 Division of Capital Projects
 823 Meeting Street
 Charleston, SC 29403

A/E: ESP Associates, Inc.
 2154 N. Center Street, Suite E-503
 Charleston, SC 29406

Contract Date: November 30, 2018
 Amendment Date: July 3, 2019 (CPR date)

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

1. Description of the Contract Amendment:

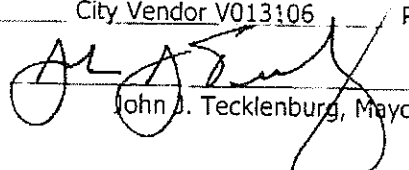
This amendment increases the scope of services for testing to areas outside of the building footprint, which will include all backfill, sidewalk and soil evaluation testing's, and retaining wall testing's and observations. This added scope was to be provided by the contractor, however this amendment will keep all testing service "in-house" which will eliminate any possible confusion which would more than likely occur with 2 different testing firms involved. Attached is the breakdown of costs dated June, 12, 2019 as back-up to this request

The total revised contract with ESP Associates, Inc. is now \$ 40,895.34

2. Adjustments to the Contract Sum:

Original Contract Sum authorized by Council for testing services and Chapter 17 Special Inspections	\$ 36,915.00
Change by Previously Approved Contract Amendments	\$ 0.00
Contract Sum prior to this Contract Amendment	\$ 36,915.00
Amount of this contract Amendment, complete	\$ 3,980.34
New Contract Sum, including this Contract Amendment	\$ 40,895.34

ARCHITECT/ ENGINEER: N/A City Vendor V013106 P157074

OWNER:  John J. Tecklenburg, Mayor

7/16/19
 (Date)

Handwritten: 8/22/19

Fee amendment for ESP for testing outside of bldg footprint



April 28, 2020

Mr. Edward Boinest
Senior Construction Project Manager
The City of Charleston, Department of Parks | Capital Projects
823 Meeting Street
Charleston, South Carolina 29401

Reference: **ADDENDUM #2 (Revision #1) TO ESP CONTRACT (Executed Proposal No. E4D-18217 (Revision #1) FOR ADDITIONAL SERVICES Police Forensics Operation**
Charleston, South Carolina
ESP Project No. E4D-GX07.300

Dear Mr. Boinest:

ESP Associates, Inc. (ESP) is currently providing Chapter 17 Special Inspection and construction materials testing services for the referenced project. Our services are being provided in general accordance with ESP Proposal No. E4D-18217 (Revision #1) dated November 29, 2018 and additional scope emailed on June 29, 2019 and included in approved Contract of Amendment for Professional Services #01 dated July 3, 2019. This Addendum outlines our additional scope of services and associated costs for the work. All work will be performed in accordance with the previously executed contract referenced above.

PROJECT INFORMATION

As discussed during a telephone conversation with you on April 7, 2020, we have exceeded the budget estimate provided in ESP Proposal No. E4D-18217 (Revision #1) and Addendum #1 to ESP Proposal No. E4D-18217 (Revision #1). ESP was authorized by you to continue providing our services for the project while this addendum was being prepared. We are providing the following summary for our additional services and requesting an addendum to the contract for the associated scope and costs. The following additional services have been provided through March 29, 2020.

SCOPE OF SERVICES

Field and Laboratory Testing Services (Task 001)

- In ESP Proposal No. E4D-18217 (Revision #1) and additional approved scope from Contract Amendment #01, we anticipated that services for a Special Inspector would consist of 203 hours for inspections related to soils, reinforced concrete, structural masonry, retaining wall observation, and post-installed anchors. Due to the pace of production, as well as overtime and weekend scheduling, an additional 192.25 hours of a Special Inspector has been provided (67 hours of this has been during overtime hours). This has resulted in an additional cost of \$5,386.25 as of March 29, 2020.
- In ESP Proposal No. E4D-18217 (Revision #1), we anticipated that services for a Structural Steel Inspector would consist of a total of 80 hours. In addition to other steel inspections, the information provided indicated 16 moment welded connections at the time of our proposal. However, the final design documents indicated 43 moment welded connections (an additional 27 locations from our initial cost estimate). Due to continuous inspection of the additional moment welds with overtime and weekend scheduling, an additional 106 hours of a Structural Steel Inspector has been provided (56.5 hours of this has been during overtime hours). This has resulted in an additional cost of \$11,497.50 as of March 29, 2020.
- In ESP Proposal No. E4D-18217 (Revision #1), we anticipated performing a total of 45 concrete cylinder compression tests and 24 grout prism compression tests for the project. However, due to the pace of production, sequencing of pours and daily grout sampling we have performed approximately 86 concrete cylinder compression tests and 84 grout prism compression tests. Therefore, an additional 41 concrete compression tests and 60 grout prism compression tests have been requested and performed. This has resulted in an additional cost of \$1,815 as of March 29, 2020.

Engineering and Reporting Services (Task 002)

- The additional hours worked on Task 001 as noted above, required additional scheduling, engineering, project management, review of daily reports and associated test results/data and reporting. This additional effort has resulted in an additional cost of \$1,767.50 as of March 29, 2020.

Additional Chapter 17 Inspections (Task 004)

- ESP Proposal No. E4D-18217 (Revision #1) and additional approved scope from Contract Amendment #01 did not include time for reinspection or retesting. As of March 29, 2020, we have accrued \$517.50 for reinspection/discrepancy related items.

Chapter 17, CMT, and SWPPP Services to Complete the Project

- Based on our understanding of the remaining construction, we anticipate the following Chapter 17 and construction materials testing services will be required from March 29, 2020 through completion date of the project:
 - Assumes 2 trips for a Project Manager at 4 hours per trip for subgrade evaluations prior to placing stone and/or asphalt.
 - Assumes 1 trip for a Special Inspector at 5 hours per trip for field density testing for parking/drive areas.
 - Assumes 2 trips for a Special Inspector at 8 hours per trip for concrete slab-on-deck observations and testing.
 - Assumes 2 trips for a Special Inspector at 5 hours per trip for concrete sidewalk observations and testing.
 - Assumes concrete cylinders can be picked up during subsequent site visits.
 - Assumes 3 trips for a Special Inspector at 6 hours per trip for inspection of post-installed anchors.
 - Assumes 3 trips for a Special Inspector at 8 hours per trip for wall construction observations and documentation
 - Assumes 3 trips for a Special Inspector at 6 hours per trip for field density testing during backfill placement in storm drain, water main & sanitary sewer trenches.
 - Assumes 3 trips for a Structural Steel Special Inspector at 8 hours per trip for inspection of the structural steel welded and bolted connections.
 - Assumes 2 trips for an Engineering Technician III at 8 hours per trip for stone density testing.
 - Assumes 2 trips for an Engineering Technician III at 4 hours per trip for asphalt density testing.
 - Assumes 35 concrete cylinders (7 sets at 5 cylinders per set)
 - Assumes one laboratory Modified Proctor compaction test on stone base in general accordance with ASTM and the project documents.
 - Project Management: assumes 25 hours of for Project Manager II for project management, scheduling, and reporting, 5 hours for a Senior Project Engineer, and 2 hours for Administrative Assistant.
 - Assumes 27 weeks remaining for NPDES Storm Water Construction Compliance Observations (SWPPP)

COST

Our fee for the above services will be provided at the hourly and unit rates shown on the contracted "Fee Schedule".

As noted above, additional services totaling \$20,983.75 have been provided through March 29, 2020. Based on the above noted assumed durations for completion. ESP anticipates additional budget of \$12,730.74 will be required to complete the required Special Inspection and materials testing services for the project. In addition, a budget of \$6,075 has been established for the remaining SWPPP Inspections on the project based on the above noted schedule information. These estimates may need revision if the services, scope or duration require additional commitment. A breakdown of the estimated cost is attached.

For convenience, we are providing a summary of the contract amounts:

- Original Contract Sum.....\$36,915.00
- Contract Amendment for Professional Services #01.....\$3,980.34
- Addendum #2
 - Additional Services through March 29, 2020.....\$20,983.75
 - Additional Budget for project completion.....\$12,730.74
 - SWPPP Inspections through project completion...\$6,075.00
- Total Contract Sum.....\$80,684.83

COMPENSATION

Our services will be billed monthly, with payments due as outlined in the previously executed contract referenced above. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.


AUTHORIZATION

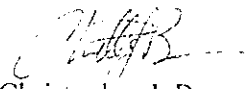
Terms, Conditions and a Fee Schedule associated with these services were established in the referenced previously executed contract. Please indicate your acceptance of this Addendum by signing and returning this Addendum to our office. By acceptance of this Addendum, Client is guaranteeing ESP that property Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed Addendum, we will execute both originals, return one (1) original to you, and proceed with the performance of our services. This proposed addendum may be withdrawn by ESP if not executed within 60 days of the date of the document.

ESP appreciates the opportunity to provide our services for the referenced project. If you should have questions concerning this addendum, or if additional information is required, please contact us.

Sincerely,

ESP Associates, Inc.


Trace R. Turner, PE
Department Manager


Christopher J. Brown, PE
Senior Engineer

TRT/CJB

Enclosures: Cost Estimate

ACCEPTED AS A CONTRACT CHANGE ORDER BY AND BETWEEN:

Mr. Edward Boinest, Senior Construction Project Manager
The City of Charleston, Department of Parks |Capital Projects

Date

Mr. Brian F. Welch, PE, Director
ESP Associates, Inc.

Date

COST ESTIMATE
Addendum #2
City of Charleston Forensics Laboratory
Charleston, South Carolina
ESP Project No. E4D-GX07.300

CHAPTER 17, CONSTRUCTION MATERIALS TESTING, SWPPP SERVICES

- See proposal text for breakdown of hours through March 29, 2020 and anticipated durations to complete the project
- Anticipated durations to complete services does not include any overtime or weekends

Field Testing Services

	<u>Quantity</u>	<u>Units</u>	<u>Rate</u>	<u>Total</u>
1 Project Manager II	8 00	Hours	\$ 85 00	\$ 680 00
2 Special Inspector	181 75	Hours	\$ 60 00	\$ 10,905 00
3 Special Inspector - OT	37 50	Hours	\$ 90 00	\$ 3,375 00
4 Engineering Technician	21 50	Hours	\$ 44 00	\$ 946 00
5 Engineering Technician - OT	1 50	Hours	\$ 66 00	\$ 99 00
6 Structural Steel Special Inspector	120 00	Hours	\$ 70 00	\$ 8,400 00
7 Structural Steel Special Inspector - OT	32 25	Hours	\$ 105 00	\$ 3,386 25
8 Nuclear Density Guage Testing	6 00	Days	\$ 54 00	\$ 324 00
10 Mileage	572 00	Miles	\$ 0 545	\$ 311 74
		Subtotal		\$ 28,426 99

Laboratory Services

1 Concrete Cylinder Compression Test	35	Tests	\$ 15 00	\$ 525 00
2 Grout Prism Compression Test (4x4x8)	29	Tests	\$ 20 00	\$ 580 00
4 Modified (Stone) Proctor	1	Tests	\$ 150 00	\$ 150 00
		Subtotal		\$ 1,255 00

Project Management, Meetings, Engineering and Reporting Services

1 Project Manager	36 5	Hours	\$ 85 00	\$ 3,102 50
2 Senior Project Engineer	6	Hours	\$ 135 00	\$ 810 00
3 Administrative Assistant	2 5	Hours	\$ 48 00	\$ 120 00
		Subtotal		\$ 4,032 50

Total Cost Estimate for Chapter 17 and Construction Materials Testing Services \$ 33,714.49

SWPPP Services

1 Pre-Installation Meeting, Weekly Observations & Reporting	27	Each	\$ 225 00	\$ 6,075 00
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Total Cost Estimate for SWPPP Services \$ 6,075.00



April 28, 2020

Mr. Edward Boinest
Senior Construction Project Manager
The City of Charleston, Department of Parks | Capital Projects
823 Meeting Street
Charleston, South Carolina 29401

Reference: **ADDENDUM #2 (Revision #1) TO ESP CONTRACT (Executed Proposal No. E4D-18217 (Revision #1) FOR ADDITIONAL SERVICES Police Forensics Operation**
Charleston, South Carolina
ESP Project No. E4D-GX07.300

Dear Mr. Boinest:

ESP Associates, Inc. (ESP) is currently providing Chapter 17 Special Inspection and construction materials testing services for the referenced project. Our services are being provided in general accordance with ESP Proposal No. E4D-18217 (Revision #1) dated November 29, 2018 and additional scope emailed on June 29, 2019 and included in approved Contract of Amendment for Professional Services #01 dated July 3, 2019. This Addendum outlines our additional scope of services and associated costs for the work. All work will be performed in accordance with the previously executed contract referenced above.

PROJECT INFORMATION

As discussed during a telephone conversation with you on April 7, 2020, we have exceeded the budget estimate provided in ESP Proposal No. E4D-18217 (Revision #1) and Addendum #1 to ESP Proposal No. E4D-18217 (Revision #1). ESP was authorized by you to continue providing our services for the project while this addendum was being prepared. We are providing the following summary for our additional services and requesting an addendum to the contract for the associated scope and costs. The following additional services have been provided through March 29, 2020.

SCOPE OF SERVICES

Field and Laboratory Testing Services (Task 001)

- In ESP Proposal No. E4D-18217 (Revision #1) and additional approved scope from Contract Amendment #01, we anticipated that services for a Special Inspector would consist of 203 hours for inspections related to soils, reinforced concrete, structural masonry, retaining wall observation, and post-installed anchors. Due to the pace of production, as well as overtime and weekend scheduling, an additional 192.25 hours of a Special Inspector has been provided (67 hours of this has been during overtime hours). This has resulted in an additional cost of \$5,386.25 as of March 29, 2020.
- In ESP Proposal No. E4D-18217 (Revision #1), we anticipated that services for a Structural Steel Inspector would consist of a total of 80 hours. In addition to other steel inspections, the information provided indicated 16 moment welded connections at the time of our proposal. However, the final design documents indicated 43 moment welded connections (an additional 27 locations from our initial cost estimate). Due to continuous inspection of the additional moment welds with overtime and weekend scheduling, an additional 106 hours of a Structural Steel Inspector has been provided (56.5 hours of this has been during overtime hours). This has resulted in an additional cost of \$11,497.50 as of March 29, 2020.
- In ESP Proposal No. E4D-18217 (Revision #1), we anticipated performing a total of 45 concrete cylinder compression tests and 24 grout prism compression tests for the project. However, due to the pace of production, sequencing of pours and daily grout sampling we have performed approximately 86 concrete cylinder compression tests and 84 grout prism compression tests. Therefore, an additional 41 concrete compression tests and 60 grout prism compression tests have been requested and performed. This has resulted in an additional cost of \$1,815 as of March 29, 2020.

Engineering and Reporting Services (Task 002)

- The additional hours worked on Task 001 as noted above, required additional scheduling, engineering, project management, review of daily reports and associated test results/data and reporting. This additional effort has resulted in an additional cost of \$1,767.50 as of March 29, 2020.

Additional Chapter 17 Inspections (Task 004)

- ESP Proposal No. E4D-18217 (Revision #1) and additional approved scope from Contract Amendment #01 did not include time for reinspection or retesting. As of March 29, 2020, we have accrued \$517.50 for reinspection/discrepancy related items.

Chapter 17, CMT, and SWPPP Services to Complete the Project

- Based on our understanding of the remaining construction, we anticipate the following Chapter 17 and construction materials testing services will be required from March 29, 2020 through completion date of the project:
 - Assumes 2 trips for a Project Manager at 4 hours per trip for subgrade evaluations prior to placing stone and/or asphalt.
 - Assumes 1 trip for a Special Inspector at 5 hours per trip for field density testing for parking/drive areas.
 - Assumes 2 trips for a Special Inspector at 8 hours per trip for concrete slab-on-deck observations and testing.
 - Assumes 2 trips for a Special Inspector at 5 hours per trip for concrete sidewalk observations and testing.
 - Assumes concrete cylinders can be picked up during subsequent site visits.
 - Assumes 3 trips for a Special Inspector at 6 hours per trip for inspection of post-installed anchors.
 - Assumes 3 trips for a Special Inspector at 8 hours per trip for wall construction observations and documentation
 - Assumes 3 trips for a Special Inspector at 6 hours per trip for field density testing during backfill placement in storm drain, water main & sanitary sewer trenches.
 - Assumes 3 trips for a Structural Steel Special Inspector at 8 hours per trip for inspection of the structural steel welded and bolted connections.
 - Assumes 2 trips for an Engineering Technician III at 8 hours per trip for stone density testing.
 - Assumes 2 trips for an Engineering Technician III at 4 hours per trip for asphalt density testing.
 - Assumes 35 concrete cylinders (7 sets at 5 cylinders per set)
 - Assumes one laboratory Modified Proctor compaction test on stone base in general accordance with ASTM and the project documents.
 - Project Management: assumes 25 hours of for Project Manager II for project management, scheduling, and reporting, 5 hours for a Senior Project Engineer, and 2 hours for Administrative Assistant.
 - Assumes 27 weeks remaining for NPDES Storm Water Construction Compliance Observations (SWPPP)

COST

Our fee for the above services will be provided at the hourly and unit rates shown on the contracted "Fee Schedule".

As noted above, additional services totaling \$20,983.75 have been provided through March 29, 2020. Based on the above noted assumed durations for completion, ESP anticipates additional budget of \$12,730.74 will be required to complete the required Special Inspection and materials testing services for the project. In addition, a budget of \$6,075 has been established for the remaining SWPPP Inspections on the project based on the above noted schedule information. These estimates may need revision if the services, scope or duration require additional commitment. A breakdown of the estimated cost is attached.

For convenience, we are providing a summary of the contract amounts:

- o Original Contract Sum.....\$36,915.00
- o Contract Amendment for Professional Services #01.....\$3,980.34
- o Addendum #2
 - Additional Services through March 29, 2020.....\$20,983.75
 - Additional Budget for project completion.....\$12,730.74
 - SWPPP Inspections through project completion...\$6,075.00
- o Total Contract Sum.....\$80,684.83

COMPENSATION

Our services will be billed monthly, with payments due as outlined in the previously executed contract referenced above. Any services not specifically listed above can be provided at our prevailing hourly rates at the time the request for such services is made or under a separately negotiated contract.

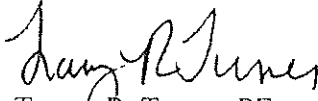
AUTHORIZATION

Terms, Conditions and a Fee Schedule associated with these services were established in the referenced previously executed contract. Please indicate your acceptance of this Addendum by signing and returning this Addendum to our office. By acceptance of this Addendum, Client is guaranteeing ESP that property Owner(s) has/have granted permission for ESP to access the site and perform the above tasks. Upon receipt of the signed Addendum, we will execute both originals, return one (1) original to you, and proceed with the performance of our services. This proposed addendum may be withdrawn by ESP if not executed within 60 days of the date of the document.

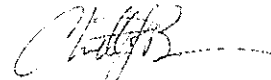
ESP appreciates the opportunity to provide our services for the referenced project. If you should have questions concerning this addendum, or if additional information is required, please contact us.

Sincerely,

ESP Associates, Inc.



Tracey R. Turner, PE
Department Manager



Christopher J. Brown, PE
Senior Engineer

TRT/CJB

Enclosures: Cost Estimate

ACCEPTED AS A CONTRACT CHANGE ORDER BY AND BETWEEN:

Mr. Edward Boinest, Senior Construction Project Manager
The City of Charleston, Department of Parks |Capital Projects

Date

Mr. Brian F. Welch, PE, Director
ESP Associates, Inc.

Date

COST ESTIMATE
Addendum #2
City of Charleston Forensics Laboratory
Charleston, South Carolina
ESP Project No. E4D-GX07.300

CHAPTER 17, CONSTRUCTION MATERIALS TESTING, SWPPP SERVICES

- See proposal text for breakdown of hours through March 29, 2020 and anticipated durations to complete the project
- Anticipated durations to complete services does not include any overtime or weekends

Field Testing Services

	<u>Quantity</u>	<u>Units</u>	<u>Rate</u>	<u>Total</u>
1 Project Manager II	8.00	Hours	\$ 85.00	\$ 680.00
2 Special Inspector	181.75	Hours	\$ 60.00	\$ 10,905.00
3 Special Inspector - OT	37.50	Hours	\$ 90.00	\$ 3,375.00
4 Engineering Technician	21.50	Hours	\$ 44.00	\$ 946.00
5 Engineering Technician - OT	1.50	Hours	\$ 66.00	\$ 99.00
6 Structural Steel Special Inspector	120.00	Hours	\$ 70.00	\$ 8,400.00
7 Structural Steel Special Inspector - OT	32.25	Hours	\$ 105.00	\$ 3,386.25
8 Nuclear Density Guage Testing	6.00	Days	\$ 54.00	\$ 324.00
10 Mileage	572.00	Miles	\$ 0.545	\$ 311.74
		Subtotal		\$ 28,426.99

Laboratory Services

1 Concrete Cylinder Compression Test	35	Tests	\$ 15.00	\$ 525.00
2 Grout Prism Compression Test (4x4x8)	29	Tests	\$ 20.00	\$ 580.00
4 Modified (Stone) Proctor	1	Tests	\$ 150.00	\$ 150.00
		Subtotal		\$ 1,255.00

Project Management, Meetings, Engineering and Reporting Services

1 Project Manager	36.5	Hours	\$ 85.00	\$ 3,102.50
2 Senior Project Engineer	6	Hours	\$ 135.00	\$ 810.00
3 Administrative Assistant	2.5	Hours	\$ 48.00	\$ 120.00
		Subtotal		\$ 4,032.50

Total Cost Estimate for Chapter 17 and Construction Materials Testing Services \$ 33,714.49

SWPPP Services

1 Pre-Installation Meeting, Weekly Observations & Reporting	27	Each	\$ 225.00	\$ 6,075.00
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Total Cost Estimate for SWPPP Services \$ 6,075.00

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
 FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management
 SUBJECT: 0318.19.06045 NATIONAL FISH AND WILDLIFE FOUNDATION (NFWF) GRANT ACCEPTANCE FOR RENATURALIZING THE CHURCH CREEK DRAINAGE BASIN
 REQUEST: Approval to accept the National Fish and Wildlife Foundation (NFWF) Grant for Renaturalizing the Church Creek Drainage Basin The grant will develop an engineering and design plan, test outreach and educational opportunities, and complete necessary permitting to restore natural floodplain function in the Church Creek Drainage Basin. Federal Funds-\$125,000.00, Local Match-\$136,550.00

COMMITTEE OF COUNCIL: Ways & Means DATE: May 26, 2020

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

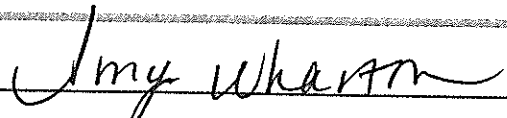
	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Dir. of SW Management	<input checked="" type="checkbox"/>	<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 SW Mgmt-Proj. Mgmt Acct # _____ *

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


NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: Matching funds of \$125,000.00 are budgeted in the Stormwater Fund, in-kind match of \$500 from the City, \$7,050.00 in-kind match from The Nature Conservancy, and \$4,000.00 in-kind match from the Clemson Extension School. Total Match-\$136,550.00.

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.

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 66045	2. NFWF GRANT ID: 0318.19.066045	
		3. UNIQUE ENTITY IDENTIFIER (DUNS #) 077990786	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of Charleston, South Carolina		
7. NFWF SUBRECIPIENT CONTACT Sarah Fichera 2 George Street Charleston, SC 29401 Tel: 843-720-2535 ficheras@charleston.sc.gov		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Arielle Mion National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 Arielle.Mion@nfwf.org		
9. PROJECT TITLE Renaturalizing the Church Creek Drainage Basin (SC)				
10. PROJECT DESCRIPTION Develop an engineering and design plan, strengthen stakeholder participation, test outreach and educational opportunities, and complete necessary permitting to restore natural floodplain function. Project will steer and direct next steps to institutionalize a training program that would result in the proliferation of renaturalization as an effective resilience strategy in a broad geographic area far beyond the project site.				
11. PERIOD OF PERFORMANCE October 1, 2019 to April 1, 2021		12. TOTAL AWARD TO SUBRECIPIENT \$125,000	13. TOTAL FED. FUNDS \$125,000	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT N/A		16. NON-FEDERAL MATCH REQUIREMENT \$136,550		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. CFDA
National Oceanic and Atmospheric Administration	FC.R418	8/27/2019	NA19NOS4730148	\$29,850,000	\$125,000	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1, and incorporated into this Grant Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Grant Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law, required of a subrecipient of Federal grant or cooperative agreement funds. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER <i>(Type or Print)</i>		D. NAME AND TITLE OF NFWF AWARDED OFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer			
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY		F. DATE	

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Task Due Date	Reporting Task
October 1, 2020	Interim Programmatic Report
October 31, 2020	Annual Financial Report
July 1, 2021	Final Programmatic Report
July 1, 2021	Final Financial Report



SECTION 1. AGREEMENT ADMINISTRATION

1.1. Project Description/Purpose of Grant.

Develop an engineering and design plan, strengthen stakeholder participation, test outreach and educational opportunities, and complete necessary permitting to restore natural floodplain function. Project will steer and direct next steps to institutionalize a training program that would result in the proliferation of renaturalization as an effective resilience strategy in a broad geographic area far beyond the project site.

1.2. Amendments.

During the life of the Project, the NFWF Subrecipient is required to inform the NFWF Grants Administrator of any changes in contact information or in the Project scope of work, as well as any difficulties in completing the performance goals articulated by the Project description immediately. If the NFWF Subrecipient determines that the amount of the budget is going to change in any one budget category by an amount that exceeds 10% of the Award, the NFWF Subrecipient must seek prior written approval from the Grants Administrator. NFWF Subrecipients must seek an amendment request upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. However, NFWF may initiate the amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's Easygrants system.

1.3. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other Federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another Federal award except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs when authorized by Federal statute; (6) Are provided for in the approved budget when required by the Federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Grant Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions.

1.3.1. Documentation and Reporting of Matching Contributions. The NFWF Subrecipient must retain detailed time records for contributed services and original receipts and appraisals of real property and comparable rentals for other contributed

property at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable Federal regulations.

1.3.2. Cash, Goods and Services, and/or Property. The NFWF Subrecipient must report to NFWF as a part of the Final Report, the Matching Contributions received by the NFWF Subrecipient and expended in connection with the Project. Fair market value of donated goods and services, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Grant Agreement is federally funded.

1.3.3. Property. The NFWF Subrecipient may have a third party donor submit a letter to NFWF, documenting the fair market value and date of a Matching Contribution and stating that the donation is non-Federal, voluntary, and intended to qualify as a Matching Contribution. A letter provided to document a donation of real property must be accompanied by an appraisal by a certified appraiser; a letter provided to document rental of equipment or space must list three comparable rentals in the location of the Project.

1.4. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must (1) return to NFWF an original executed copy of the grant agreement for the Project; (2) submit any due financial and programmatic reports; and (3) submit a complete and accurate payment request. NFWF Subrecipient may request funds by submitting a Payment Request via Easygrants. NFWF Subrecipient may request advance payment of funds prior to expenditure provided that (1) NFWF Subrecipient demonstrates an immediate need for advance payment; and (2) NFWF Subrecipient documents expenditure of advanced funds on the next payment request and/or required financial report to NFWF. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs. In all other cases, funds are disbursed on a reimbursable basis. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of the final reports.

1.5. Reports.

1.5.1 Interim Programmatic and Financial Reports.

The NFWF Subrecipient will submit interim programmatic and financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement. The interim programmatic report shall consist of written statements of Project accomplishments since Project initiation, or since the last reporting period, and shall be uploaded via NFWF's Easygrants system. The interim financial report shall consist of financial information detailing cumulative receipts and expenditures made under this Project since Project initiation, and shall be uploaded via NFWF's Easygrants system.

1.5.2. Annual Financial Report.

An annual financial report detailing cumulative receipts and expenditures made under this Project is required annually, due on October 31st of each year of the grant term. In the annual financial report, the NFWF Subrecipient must report the amount of NFWF Funds expended during NFWF's fiscal year (October 1 – September 30). The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by

NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.5.3. Final Reports.

No later than 90 days after the completion of the Project, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project receipts, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and evaluating the accomplishments achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) Photographs as described in Section 1.5.3.1 below. The final reports and digital photo files should be uploaded via NFWF's Easygrants system. Any requests for extensions of the final reports submission date must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance.

1.5.3.1. Photographs.

Together with the Final Programmatic Report NFWF Subrecipient will submit a representative number (minimum of 5) of high-resolution (minimum 300 dpi) photographs depicting the Project. Photographs should be uploaded via NFWF's Easygrants system as individual .jpg files. NFWF requests, as appropriate for the Project, before-and-after images of the Project, images of species impacted by the Project, and images of staff/volunteers working on the Project. In the Final Programmatic Report narrative include for each submitted photograph the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information. By uploading photographs to NFWF's Easygrants system the NFWF Subrecipient certifies that the photographs are unencumbered and may be used by NFWF and Project Funders as part of or separately from the permissions pertaining to the use of posting of Final Reports in Section 2.

1.5.4 Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.5.4.1 Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and,

1.5.4.2 Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

1.5.5. Certification and Representation.

For each report in this section, except for 1.5.4, NFWF Subrecipient shall include the appropriate certification and representation pursuant to section 4.8.

1.6. Access to Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the close-out of all pending matters or audits related to this Agreement, whichever is later. NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. NFWF Subrecipient must maintain records that demonstrate its compliance with federal statutory and regulatory requirements and that it is meeting the subaward project goals. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Grant Agreement. No funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Grant Agreement or allowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Grant Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient (1) shall abide by all required granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance; (2) shall ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the provisions of the OMB Uniform Guidance; and (3) shall ensure that such subaward or contracting complies with the requirements in Section 2.9.2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity and Acknowledgement of Support.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Grant Agreement and the Project in press releases, publications and other public communications. NFWF Subrecipient agrees to: (i) give appropriate credit to NFWF and any Funding Sources identified in this Grant Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Grant Agreement or any of the project deliverables associated with this Grant Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (ii) include the disclaimer provided for herein. The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo of any Funding Source.

2.5.1. Disclaimers.

Payments made to the NFWF Subrecipient under this Grant Agreement do not by direct reference or implication convey NFWF's endorsement nor the endorsement by any other

entity that provides funds to the NFWF Subrecipient through this Grant Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Grant Agreement shall carry the following disclaimer:

For Projects funded in whole or part with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with Federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges its consent for NFWF and any Funding Source identified in this Grant Agreement to post its final reports on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Grant Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all of NFWF's websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project for a period of five (5) years after the project end date, unless if any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place so as to extend the retention period.

2.9. Compliance with Laws.

2.9.1 In General. The NFWF Subrecipient agrees to conduct all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Grant Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Grant Agreement.

2.9.2. Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Other Restrictions.

2.9.2.1. The NFWF Subrecipient shall ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §4d-1 *et seq.*), the UK Bribery Act 2010, or any other applicable anti-corruption laws or regulations in the countries in which the NFWF Subrecipient performs under this Grant Agreement.

2.9.2.2. The NFWF Subrecipient shall not provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Grant Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

2.9.2.3. The NFWF Subrecipient shall ensure that its activities under this Grant Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

2.10. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Grant Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Grant Agreement.

2.11. Indemnity.

To the extent permissible under South Carolina law, the NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Grant Agreement.

2.12. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this grant agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Grant Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Grant Agreement.

2.13. Choice of Law/Jurisdiction.

This Grant Agreement shall be subject to and interpreted by the laws of the State of South Carolina, without regard to choice of law principles. By entering into this Grant Agreement, the NFWF Subrecipient agrees to submit to the jurisdiction of the courts of the State of South Carolina. The terms of this provision will survive termination of this Grant Agreement.

2.14. Termination.

2.14.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Grant Agreement, or any portion thereunder, for default effective upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.14.1.1. The NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.14.1.2. The NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.14.1.3. In the event of suspension or debarment by the Government of the NFWF Subrecipient; or,

2.14.1.4. In the event of any breach of the requirements set forth in Section 2 of this Grant Agreement concerning Compliance with Anti-Corruption, Anti-Money Laundering, Terrorist Financing, and Trafficking in Persons Statutes and Other Restrictions; or,

2.14.1.5. In the event NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes cannot be mitigated; or,

2.14.1.6. After written notice and a reasonable opportunity to cure the perceived non-compliance with any material term of this Grant Agreement. The cure period shall be considered the timeframe specified by the Government, if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Government, ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Grant Agreement.

2.14.2. Either Party may terminate this Grant Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party. NFWF shall have the right to terminate this Agreement in whole or in part at any time, if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.14.3. In the event of termination of this Grant Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.14.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.14.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services or facilities, except as necessary to complete work as specified in NFWF's notice.

2.14.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.14.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts.

2.14.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Grant Agreement, whether completed or in progress.

2.14.3.6. Return to NFWF any unobligated portion of the Award.

2.15. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, (both oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.16. Severability.

Each provision of this Grant Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.17. Interpretation and Construction.

2.17.1. This Grant Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Grant Agreement and another portion of this Grant Agreement, first the Sections will apply, then any supplemental attachments.

2.17.2. The title designations of the provisions to this Grant Agreement are for convenience only and shall not affect the interpretation or construction of this Grant Agreement.

2.17.3. Every right or remedy conferred by this Grant Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.17.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Grant Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.17.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Grant Agreement, the rights and obligations of this Grant Agreement which by their nature extend beyond its expiration or termination shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS GENERAL

3.1. Binding Obligation.

By execution of this Grant Agreement, NFWF Subrecipient represents and certifies that this Grant Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Grant Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Grant Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Grant Agreement.

3.3. Compliance with Laws.

By execution of this Grant Agreement and through its continued performance hereunder, the NFWF Subrecipient represents and certifies that it is conducting all such activities in compliance with all applicable Federal, State, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents.

3.4. Conflicts of Interest.

By execution of this Grant Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Grant Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Grant Agreement, NFWF subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable Federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

If the NFWF Subrecipient is a Non-Profit Organization, Institution of Higher Education, State, Local or Tribal Government, it will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable Federal regulations.

If NFWF Subrecipient subawards any portion of the Project under this Agreement to a third-party, NFWF Subrecipient shall, at a minimum, flow down those requirements and provisions required to be flowed down pursuant to the applicable regulations set forth above.

4.2. A-133 and 2 CFR § 200 Subpart F Audits.

It is the responsibility of subrecipients that are Non-Profit Organizations, State, Local or Tribal Governments to arrange for the conduct of audits as required by either OMB Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" or 2 CFR Part 200, Subpart F – Audit Requirements, whichever is applicable.

4.3. Interest.

Any interest earned in any one year on Federal funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the Subrecipient for administrative expense.

4.4. Subrecipient Debarment and Suspensions.

Unless NFWF Subrecipient has submitted a written justification fourteen (14) days prior to execution of this Grant Agreement, stating the reason that this term does not apply, which has been expressly accepted and approved by NFWF prior to execution, by and through NFWF Subrecipient's execution of this Grant Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

4.5. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in this Grant Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provision applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
 - b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.7. Subrecipient Monitoring Requirements.

NFWF Subrecipients receiving federal funds understand that NFWF may require NFWF Subrecipient to take corrective action measures in response to a deficiency brought to NFWF and NFWF Subrecipient's attention during the course of an audit.

4.8. Certification and Representation.

NFWF Subrecipient must submit those certifications and representations required by Federal statutes, or regulations to NFWF on an annual basis. Submission may be required more frequently if the NFWF Subrecipient entity fails to meet a requirement of a Federal award.

Programmatic and financial reports or payment requests under a Federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and certify to the following at time of submission:

By signing this [report] [payment request], I certify to the best of my knowledge and belief that the [report] [payment request] is true, complete, and accurate. [The

expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Grant Agreement.]. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 1709-1710 and 3801-3812).

4.9. **41 United States Code (U.S.C.) 4712, Enforcement of Recipient and Subrecipient Employee Whistleblower Protections:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.10. **41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

4.11. **Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

4.12. **43 CFR §18 New Restrictions on Lobbying.**

The NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, including the following certification:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated April 30, 2019, available at

http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.330-332 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Equipment Reporting.

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$5,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at coast.noaa.gov/funding/forms.html.

Handling of Environmental Data or Peer Reviewed Publications.

- a) Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b) Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c) Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

- d) **Failure to Share Data:** Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e) **Funding acknowledgement:** Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication, stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f) **Manuscript submission:** The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g) **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a) *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b) *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c) In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook,

including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

- d) *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e) By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f) The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

SECTION 6 REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS RELATING TO NON-FEDERAL FUNDS -- FUNDING SOURCE
APPLICABLE

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COMMITTEE / COUNCIL AGENDA

11.1

TO: **John J. Tecklenburg, Mayor**
FROM: Matthew Fountain DEPT. Stormwater Management
SUBJECT: MOA WITH CPW FOR HUGER/KING PROJECT
REQUEST: To enter into an agreement with Charleston Water Systems for in-contract utility work on the Huger/King intersection drainage improvement project.

COMMITTEE OF COUNCIL: W&M DATE: May 26, 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>Director of Stormwater</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
<u>Grant Writer</u>	<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 _____

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:

Reimbursement will be provided by CPW for expenses incurred in the contract for water and sewer utility work. Funding for this project is available in the Cooper River Bridge TIF.

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

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

**MEMORANDUM OF AGREEMENT
REGARDING IN-CONTRACT UTILITY WORK FOR THE HUGER STREET AND
KING STREET INTERSECTION DRAINAGE IMPROVEMENTS PROJECT**

This Memorandum of Agreement (this “MOA” or “Agreement”) is made by and between the Commissioners of Public Works of the City of Charleston, South Carolina, d/b/a Charleston Water System (“CWS”), and the City of Charleston, a South Carolina municipality (the “City”).

RECITALS

WHEREAS, in 2018, the City began the process of assessing the condition of the area in and surrounding the intersection of Huger Street and King Street (the “Intersection”) and obtaining a recommended course of action to reduce flooding in the Intersection;

WHEREAS, the City has completed construction documents for construction of the intersection drainage improvements from the intersection of King Street (US 78/S-104) and Huger Street (S-99) including King Street (US 78) approximately 500 ft northwest and 500 ft southeast of the King Street (US 78/S-104) and Huger Street (S-99) intersection, and Huger Street (S-99) approximately 300 ft west and 300 feet east of the King Street (US 78/S-104) and Huger Street (S-99) intersection with associated street construction elements (the “Project”) and is in the process of finalizing civil and environmental permits to initiate the work for the Project;

WHEREAS, the City is in the process of preparing the Project to advertise for bid to award to a qualified contractor;

WHEREAS, CWS and the City desire that numerous lateral and longitudinal water and sanitary sewer conflicts between proposed drainage infrastructure be relocated and that existing water main infrastructure within Huger Street (S-99) and King Street (US 78/S-104) associated with the Project be replaced, with the work to be performed by subcontractors approved by CPW under the supervision of the contractor to be selected by the City for the Project or any phase thereof (the “Contractor”);

WHEREAS, CWS and the City are bodies politic, with all the rights and privileges of such bodies, including the power to contract as necessary and incidental to the carrying out of the functions covered under this Agreement;

WHEREAS, CWS and the City agree to coordinate and cooperate with respect to the Project;

NOW THEREFORE, in consideration of the above Recitals, and the several promises set forth herein to be faithfully performed by the parties hereto, the sufficiency of which is hereby acknowledged, CWS and the City agree as follows:

I. DESCRIPTION OF THE UTILITY WORK:

The scope of work under this Agreement shall include the relocation of lateral and longitudinal water and sanitary sewer conflicts and the replacement of existing water main infrastructure

Agreement for In-Contract Utility Work

within the Project area (the "Utility Work"), as shown in the construction plans associated with the Project (the "Plans"). The parties acknowledge that they have had the opportunity to review and have reviewed the Plans prior to executing this Agreement.

II. SCHEDULE:

This Agreement will become effective when all parties have signed it, as indicated by the date associated with each party's signature. The City shall include the Utility Work in the construction schedule for the Project. The sequence and timing of the Utility Work of the Project will be determined by the Contractor. The City reserves the right to amend the construction schedule for the Project in the City's sole discretion. The City will provide reasonable notification to CWS of changes to the construction schedule for the Project.

III. THE CITY SHALL:

- a. Include the Utility Work in the contract documents for the construction of the Project.
- b. Include a provision in the contract documents for the Project, that the Contractor shall utilize only subcontractors who have been approved by CWS to perform the Utility Work.
- c. Provide to CWS timely notice concerning Project design changes, changes in schedules, routine communications, review of contractor submittals concerning the Utility Work, or any other activities that may impact the Utility Work.
- d. Include CWS in all Pre-Bid, Pre-Construction and recurring progress meetings to the extent any such meetings pertain to the Utility Work.
- e. Provide reasonable access to the Project site for CWS to inspect the Utility Work.
- f. Allow CWS to review pay requests from the Contractor relating to the Utility Work prior to payment and allow CWS to review any change orders which affect the cost of the Utility Work.
- g. Require the Contractor to coordinate with other utility providers occupying the Project site to ensure that the Utility Work is compatible with the relocation or other plans of any such providers.

IV. CWS SHALL:

- a. Provide to the City a copy of CWS's standard technical specifications for the Utility Work. CWS represents that such specifications will be complete, comply with applicable standards and codes, and will be ready for construction. The City shall include these technical specifications in the contract documents for the Project.
- b. Provide to the City a list of approved utility subcontractors licensed and qualified to perform the Utility Work.

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- c. Promptly review, approve contractor submittals associated with the Utility Work. CWS shall also provide a copy of the approved contractor submittals to the City and the City's engineer.
- d. Promptly inspect or have inspected all Utility Work necessary to ensure proper installation in accordance with the Plans and specifications.
- e. Promptly accept any Utility Work upon completion.
- f. Promptly provide assistance with respect to issues arising during construction, to the extent such issues arise from or relate to the Utility Work.
- g. Promptly review and recommend approval (if appropriate) of all pay requests from the Contractor related to the Utility Work prior to payment and prior to approval of any change orders that affect the cost of the Utility Work.
- h. Obtain all necessary permits, including but not limited to encroachment permits from the South Carolina Department of Transportation, as required for the Utility Work, except such permits that have already been applied for by the City, as of the Effective Date.
- i. Retain non-prior rights designation as stated in any SCDOT encroachment permits for the Project and abide by all provisions included in such encroachment permits.
- j. Remove and dispose of, or otherwise handle in a manner approved by the City, any salvaged material (e.g., pipes, fittings, etc.) not incorporated into the Utility Work.
- k. Provide a full-time CWS construction representative for the duration of the Project with respect to construction activities arising from or relating to the Utility Work.

V. FUNDING:

- a. The City and CWS understand that the total cost of the Utility Work of the Project will be based upon estimates of probable construction costs prepared by CWS's engineer for the Project just prior to bidding.
- b. CWS shall provide funds to the City for 100% of the costs of all construction items associated with the Utility Work; provided, however, prior to the City soliciting bids under the construction contract documents for the Project, CWS must consent to the estimate of probable construction costs prepared by CWS's engineer. CWS shall remit payment to the City in the amount equal to the Contractor's pay request for the Utility Work accepted by CWS. Such payment to the City shall be made within thirty (30) calendar days of receipt by CWS of the Contractor's invoice for payment. If CWS does not approve any portion of the Utility Work or any pay request, the reasons therefore must be clearly stated in writing delivered to the City along with corrective recommendations. In case of any unresolved disputes, CWS will provide all reasonable assistance in resolution of such disputes,

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including, but not limited to legal support, technical support, documentation and financial support (including, but not limited to the payment of any and all fees, costs, losses, demands or other pecuniary liability which is either adjudicated or agreed upon to resolve the dispute).

- c. CWS will be responsible for all engineering and design services costs associated with preparation of the Plans and specifications for the Utility Work in proper coordination and accordance to the City and the City's engineer Project plans and specifications, and review of contractor submittals for the Utility Work. The City will be responsible for bidding, awarding, and overall management and construction administration of the Project. All other actual costs associated with the Utility Work (e.g., right-of-way acquisitions, construction inspection, etc.) will be the responsibility of CWS.
- d. The City will provide CWS the opportunity to review any cost increase of the Utility Work resulting from a change in the scope of the Utility Work or a change in the Project that impacts the Utility Work prior to approval of such changes. Should the total construction price for the Utility Work exceed the amount of the accepted bid, the City will provide CWS the opportunity to seek approval from its Commissioners prior to approving the increased cost. If CWS does not concur with the increased cost, the City will remove the changed portion of the Utility Work from the scope set forth in the contract documents for the Project, and CWS will be expected to perform or have performed all such work in a timely manner so as to not affect the cost or schedule of the Project.

VI. GENERAL:

- a. Upon CWS's acceptance of the Utility Work, or any specific portion thereof, CWS will assume sole and complete responsibility for such facilities, and CWS shall receive the benefit of all warranties and contractual rights as the owner of such facilities. For purposes of this Agreement, CWS will be considered to have accepted the Utility Work, or any specific portion thereof, by (1) assuming control of the Utility Work; (2) commencing to utilize the Utility Work; or (3) accepting the Utility Work in writing.
- b. All notices or other communications under this Agreement shall be sufficiently given and shall be given when delivered in person, or mailed by certified mail, return receipt requested, postage prepaid, addressed as follows, or to such other places may be designed in writing by the parties:

AS TO THE CITY:
Matt Fountain, PE, PG
City of Charleston
Department of Stormwater Management
2 George Street, Suite 2100
Charleston, SC 29401

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AS TO CWS:

Donald E. Benjamin, Jr., PE
Charleston Water System
Director of Engineering & Construction
103 St. Philip Street
Charleston, SC 29403

- c. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of South Carolina.
- d. Entire Understanding. This Agreement embodies the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written or otherwise, relating to thereto; provided, however, this Agreement shall not be interpreted to supersede or amend any previous written agreements between the parties unless (1) any such previous written agreement is completely inconsistent with the terms of this Agreement; or (2) expressly provided in this Agreement.
- e. Amendment. This Agreement may be amended only by a written instrument executed by the parties. An implied amendment, modification, or repeal of this Agreement shall not be presumed by a merger or integration clause in a subsequent written agreement between the parties unless this Agreement is expressly referenced as being amended, modified or repealed in the subsequent written agreement or the pertinent provisions of the subsequent written agreement would be completely inconsistent with pertinent provisions of this Agreement, in which case the pertinent provisions of the subsequent written agreement shall control, but the remainder of this Agreement shall remain in full force and effect.
- f. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
- g. No Third Party Rights. Notwithstanding any other provision of this Agreement, this Agreement shall not be construed to create any rights enforceable by the general public or others who are not parties to this Agreement. This Agreement does not confer any new right, title, or interest in private property, property owned by the City, City rights-of-way, or the property of CWS to the City or to CWS.
- h. Forum Selection. Any action or proceeding to enforce or interpret this Agreement and any action or proceeding arising from or relating to this Agreement or its breach shall be brought exclusively in the federal or state courts located in Charleston County, South Carolina, and the parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.
- i. Recitals. The Recitals are an integral part of this Agreement.

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- j. Appropriations. Notwithstanding any other provision of this Agreement, any appropriations for the Project or any phase thereof must be approved by City Council, and City Council shall have sole discretion as to whether or not to appropriate funds toward the Project or any phase thereof. Likewise, any appropriations for the Utility Work for the Project or any portion thereof must be approved by CWS, and CWS shall have sole discretion as to whether or not to appropriate funds toward the Utility Work; provided, however, the City shall not assume any responsibility for any Utility Work which is not funded by CWS. Nothing in this Agreement obligates City Council to approve the Project or any phase thereof.

IN WITNESS WHEREOF, the parties have caused these presents to be executed on the date indicated below.

WITNESSES:
SOUTH CAROLINA

CITY OF CHARLESTON,

Print Name:

By: _____

Print Name: John J. Tecklenburg

Its: Mayor

Date: _____, 2020

Print Name:

WITNESSES:

COMMISSIONERS OF PUBLIC WORKS
OF THE CITY OF CHARLESTON,
SOUTH CAROLINA, d/b/a Charleston
Water System

Print Name:

By: _____

Name: F.K. Hill, Jr., PE

Title: Chief Executive Officer

Date: _____, 2020

Print Name:

[END OF DOCUMENT]

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Fire Chief Daniel Curia DEPT. Fire

SUBJECT: CHARLESTON FIRE DEPARTMENT - 2020 ASSISTANCE TO FIREFIGHTER GRANT

REQUEST: To submit the 2020 to the Assistance to Firefighter Supplemental Grant for \$171,892 to reimburse and purchase PPE and decon Equip. related to COVID. This incl. \$46,000 in purchased equipment

COMMITTEE OF COUNCIL: W&M DATE: May 26, 2020

Request Approved 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>Charleston Fire Dept.</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<input type="checkbox"/>
<u>Grants Manager</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>[Signature]</u>	<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).

CFO's Signature: [Signature: Amy Wharton]

FISCAL IMPACT:
There is a required 10% match of \$17,189.20, which has already been expended with PPE already purchased

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 L. TUCKERBERG
MAYOR

South Carolina

DANIEL M. CURIA
FIRE CHIEF

Charleston Fire Department

TO: Mayor John L. Tuckerberg and City Council

FROM: Fire Chief Daniel M. Curia *DMC*

DATE: May 18, 2020

RE: 2020 AFG Supplemental grant application

The Charleston Fire Department is requesting to apply for the Assistance to Firefighter Supplemental Grant 2020. This grant is specifically meant for PPE for first responders related to COVID-19. This is an after the fact request as the grant was due on May 15, 2020. The department is requesting approval for a 10% match of \$17,189.20 for a total grant application of \$171,892.00.

The Charleston Fire Department (CFD) was made aware of the grant approximately a week prior to the grant closing. After consideration it was determined that the department could request reimbursement for personal protective equipment (PPE), additional purchasing of PPE, and decontamination equipment.

The closing date for this application was last Friday, and was submitted to FEMA on Friday May 15, 2020 via the electronic portal.

Please feel free to contact me with any questions.