City Hall
80 Broad Street
January 12, 2016
4:30 p.m.

## COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shahid

2. Approval of Minutes:

   a.) December 15, 2015

3. Bids and Purchases

4. Police Department: Approval to submit the 2016 Justice Assistance Grant (JAG) SC Department of Public Safety grant application in the amount of $76,347 to continue funding the Criminal Domestic Violence Investigator, travel training and supplies. A City match is required in the amount of $7,635.

5. Police Department: Approval to submit the 2016 Justice Assistance Grant (JAG) SC Department of Public Safety grant application in the amount of $15,063 for CPD Forensic Services Division's Thermal Print Imaging System and laboratory furniture. This application requires a ten percent match of $1,507.

6. Parks: Approval to accept the Palmetto Pride – Keep South Carolina Beautiful Grant in the amount of $8,000 for the Clean City Clara & Talking Trash Program. No City match is required.

7. Police Department: Approval of a Memorandum of Understanding between the Charleston Police Department and the Turning Leaf Project for the purpose of providing a pre-release and post-release reentry program, the purpose of which is to reduce crime and allowing individuals to become contributing members of society. The amount approved for this project is $85,000.

8. Fire Department: Approval of a Mutual Aid Agreement between Joint Base Charleston and Charleston Fire Department for fire protection services.

9. Housing and Community Development: Mayor and City Council approval is requested to amend two contracts previously awarded in the amount of $50,000 each totaling $100,000 in HOME Investment Partnerships Program funds. The awards were approved by City Council, April 12, 2011 and March 15, 2012. The Amendment commits an additional $25,000 to the Human Services Commission to finalize the construction of two apartment buildings with three bedrooms and two bathrooms located at 1562 Mulberry Street for persons earning sixty (60%) percent and below the Area Median Income. The funds for this Amendment are derived from HOME Program Income.

10. Parks-Capital Projects: Approval of a Construction Contract with Three Oaks Contractors, Inc. in the amount of $46,200 for the planting of sweetgrass along the Northbridge Park Multi-Use Trail. The construction contract will obligate $46,200 of the $1,909,990 project budget. The funding sources for this project are 2008 General Fund Reserves ($15,000), 2010 CCTC ($100,000), 2010 GO Bond

($282,095.32), Hospitality Funds ($242,894.68) and 2012 General Fund Reserves ($1,270,000).

11. The Committee on Real Estate: (Meeting was held Tuesday, January 12th at 4:00 p.m., City Hall, First Floor Conference Room, 80 Broad Street)

    a.) Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender"). (TMS: 459-13-04-001; 24 Calhoun Street – Aquarium Garage) [Ordinance]

    b.) Request approval of the Mayor to execute the attached First Amendment to Parking Agreement between the City of Charleston ("City") and Rivers Enterprises Inc., the Charleston Gateway Center, LLC, Mazyck Holdings, LLC ("Rivers"), and Transamerica Financial Life Insurance Company ("Lender"). (TMS: 458-01-01-001; 33 Alexander Street – Gaillard Center Garage) [Ordinance]

    c.) Consider the following annexation:

        i.) 2116 Saint James Drive (TMS# 343-02-00-073) 0.24 acre, James Island (District 11)

3a.)

# COMMITTEE / COUNCIL AGENDA

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Wes Ratterree **DEPT.** Information Technology

**SUBJECT:** RMS SYSTEM ANNUAL MAINTENANCE AND SUPPORT RENEWAL

**REQUEST:** APPROVAL OF RENEWAL OF POLICE DEPARTMENT'S DISPATCH RECORDS MANAGEMENT SYSTEM (RMS) ANNUAL MAINTENANCE AND SUPPORT WITH SUNGARD PUBLIC SECTOR. SOLE SOURCE VENDOR.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Information Technology | x | | | X |
| Procurement | x | | | |
| | | | | |
| | | | | |

***FUNDING:*** Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: ~~161000~~ 235000-52206

Balance in Account $197,000.00 Amount needed for this item $196,913.60

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

***NOTES:*** Provides continued annual maintenance and support for the critical operations of the Police Department's Records Management System (Dispatch).

**CFO's Signature:** Amy Wharm

***FISCAL IMPACT:***

**Mayor's Signature:** Joseph P. Riley, Jr., 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:** RMS Annual Software Maintenance and Support

**REQUISITION NUMBER: PR160____**

**VENDOR:** Sungard Public Sector (OSSI)

**DATE:** January 1, 2016

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

   Required annual software maintenance and support for the Police Department's Records Management System (RMS) system in support of Dispatch operations.

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

   No. SunGard/OSSI is the developer of the software and the only source for the maintenance and support.

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.

   SunGard/OSSI is the developer of the software and the only source for the maintenance and support.

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

   _____YES or NO __X__

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

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

   This is a technology implementation that is a long term solution and not due for review/replacement in the immediate future.

SIGNATURE _____ TITLE CIO

**SUNGARD** PUBLIC SECTOR
1000 Business Center Drive
Lake Mary, FL 32746
800-727-8088
www.sungardps.com

# Invoice

| Company | Document No | Date | Page |
|---|---|---|---|
| LG | 111533 | 30/Nov/2015 | 1 of 5 |

Bill To: City of Charleston (OSSI)
Dept of Information Technology - C
2 George Street, Suite 2800
CHARLESTON, SC 29401
United States
Attn: Lindle Otto Beets, Jr.

Ship To: City of Charleston (OSSI)
Dept of Information Technology
2 George Street, Suite 2800
CHARLESTON, SC 29401
United States
Attn: Lin Beets 843-577-4788

| Customer Grp/No. | | Customer Name | Customer PO Number | Currency | Terms | Due Date |
|---|---|---|---|---|---|---|
| 1 | 5818LG | City of Charleston (OSSI) | | USD | NET30 | 30/Dec/2015 |

| No | SKU Code/Description/Comments | Units | Rate | Extended |
|---|---|---|---|---|
| | Contract No. 071358 | | | |
| 1 | OSSI Client Base Records Management System<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 25,629.81 | 25,629.81 |
| 2 | OSSI Basic Accident Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,705.31 | 1,705.31 |
| 3 | OSSI Accident Wizard Base Server License<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,003.13 | 1,003.13 |
| 4 | OSSI Agency Asset Management Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 300.94 | 300.94 |
| 5 | OSSI Bike Registration Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 300.94 | 300.94 |
| 6 | OSSI - On-Line (Network) Booking Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,705.31 | 1,705.31 |
| 7 | OSSI Crime Analysis Module - Client License<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 2,507.81 | 2,507.81 |
| 8 | OSSI RMS Map Display and Pin Mapping License<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 4,012.49 | 4,012.49 |
| 9 | Gang Profile Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,504.69 | 1,504.69 |
| 10 | OSSI Generic Permit Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 501.56 | 501.56 |
| 11 | OSSI - Link Analysis Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 4,514.06 | 4,514.06 |
| 12 | OSSI Notification Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 4,514.06 | 4,514.06 |
| 13 | OSSI Ordinance Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 300.94 | 300.94 |
| 14 | OSSI Property and Evidence Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,103.43 | 1,103.43 |
| | | | **Page Total** | 49,604.48 |

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| LG | 111533 | 30/Nov/2015 | 2 of 5 |

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CHARLESTON, SC 29401
United States
Attn: Lin Beets 843-577-4788

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|---|---|---|---|---|---|---|
| 1 | 5818LG | City of Charleston (OSSI) | | USD | NET30 | 30/Dec/2015 |

| No | SKU Code/Description/Comments | Units | Rate | Extended |
|---|---|---|---|---|
| 15 | OSSI Bar Coding Server License<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,905.94 | 1,905.94 |
| 16 | OSSI Bar Coding Hand-Held Client License (Each)<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 319.89 | 319.89 |
| 17 | OSSI - Problem Oriented Policing Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 501.56 | 501.56 |
| 18 | OSSI Pawn Shop/Pawn Watch<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 2,507.81 | 2,507.81 |
| 19 | OSSI - QuarterMaster Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,103.43 | 1,103.43 |
| 20 | OSSI- Remote Lineup Application<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 902.82 | 902.82 |
| 21 | OSSI Residential Security Watch Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 501.56 | 501.56 |
| 22 | OSSI Training Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 702.19 | 702.19 |
| 23 | OSSI Mugshot Capture Station Software Only<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,103.43 | 1,103.43 |
| 24 | OSSI Client Mugshot Display Software License<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 6,018.74 | 6,018.74 |
| 25 | OSSI - Crime Lab Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 3,009.37 | 3,009.37 |
| 26 | OSSI Animal Control Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,504.69 | 1,504.69 |
| 27 | OSSI Integrated CAD Messaging Software Switch<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 4,012.49 | 4,012.49 |
| 28 | OSSI Base Mobile Server Software Client<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 5,517.17 | 5,517.17 |
| 29 | OSSI MCT Client for Digital Dispatch | 75.00 | 199.61 | 14,970.75 |
| | | | **Page Total** | 44,581.84 |

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| 1 | 5818LG | City of Charleston (OSSI) | | USD | NET30 | 30/Dec/2015 |

| No | SKU Code/Description/Comments | Units | Rate | Extended |
|---|---|---|---|---|
| | Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | | | |
| 30 | OSSI License of Incident/Offense Field Reporting Module Client<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 75.00 | 199.61 | 14,970.75 |
| 31 | OSSI - MFR Client - Accident Reporting<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 75.00 | 100.31 | 7,523.25 |
| 32 | OSSI Accident Wizard Workstation License Client<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 75.00 | 30.10 | 2,257.50 |
| 33 | OSSI Mobile Arrest Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 75.00 | 60.18 | 4,513.50 |
| 34 | OSSI Mobile Citation Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 75.00 | 100.31 | 7,523.25 |
| 35 | OSSI - MFR Client - MOBLAN Version<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 34.00 | 100.31 | 3,410.54 |
| 36 | OSSI Review Module for Field Reporting<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 4,514.06 | 4,514.06 |
| 37 | OSSI - OPS RMS<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 5,015.62 | 5,015.62 |
| 38 | OSSI Police to Citizen<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 2,507.81 | 2,507.81 |
| 39 | OSSI RMS Custom Modification (Crimes Scene Data Mgmt)<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 0.00 | 0.00 |
| 40 | OSSI RMS Custom Modification (Interface to SCIEx Data Warehouse)<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 2,006.24 | 2,006.24 |
| | Contract No. 081587 | | | |
| 41 | OSSI Base Mobile Server Software Client<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,605.00 | 1,605.00 |
| 42 | OSSI MCT Client for Digital Dispatch<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 8.00 | 177.44 | 1,419.52 |
| | Contract No. 090117 | | | |

**Page Total** 57,267.04

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Attn: Lin Beets 843-577-4788

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|---|---|---|---|---|---|---|
| 1 | 5818LG | City of Charleston (OSSI) | | USD | NET30 | 30/Dec/2015 |

| No | SKU Code/Description/Comments | Units | Rate | Extended |
|---|---|---|---|---|
| 43 | OSSI Warning Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 891.66 | 891.66 |
| 44 | OSSI - MFR Client - Warning Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 75.00 | 35.67 | 2,675.25 |
| Contract No. 091543 | | | | |
| 45 | OSSI - Crime Analysis Plus Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 4,012.49 | 4,012.49 |
| Contract No. 101438 | | | | |
| 46 | OSSI Base Mobile Server Software Upgrade tp to 150 workstations<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,304.06 | 1,304.06 |
| 47 | OSSI Review Module for Field Reporting up to 150 workstations<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 2,229.17 | 2,229.17 |
| 48 | OSSI MCT Client for Digital Dispatch<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 17.00 | 177.41 | 3,015.97 |
| 49 | OSSI - MFR Client- Base Incident/Offense<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 25.00 | 177.44 | 4,436.00 |
| 50 | OSSI Mobile Arrest Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 25.00 | 53.50 | 1,337.50 |
| 51 | OSSI Mobile Citation Module<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 25.00 | 89.17 | 2,229.25 |
| 52 | OSSI - MFR Client - Racial Profiling<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 25.00 | 35.67 | 891.75 |
| 53 | OSSI - MFR Client - Accident Reporting<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 25.00 | 89.17 | 2,229.25 |
| 54 | OSSI Accident Wizard Workstation License Client<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 25.00 | 26.75 | 668.75 |
| Contract No. 130282 | | | | |
| 56 | OSSI Additional RMS Workstation License<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 10.00 | 254.62 | 2,546.20 |
| Contract No. 130555 | | | | |

**Page Total** 28,467.30

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Attn: Lin Beets 843-577-4788

| Customer Grp/No. | | Customer Name | Customer PO Number | Currency | Terms | Due Date |
|---|---|---|---|---|---|---|
| 1 | 5818LG | City of Charleston (OSSI) | | USD | NET30 | 30/Dec/2015 |

| No | SKU Code/Description/Comments | Units | Rate | Extended |
|---|---|---|---|---|
| 57 | OSSI Bar Coding Hand-Held Client License (Each)<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 214.24 | 214.24 |
| Contract No. 2012-5615 | | | | |
| 55 | MCT Mod - XML Import from TriTech CAD<br>Maintenance Start: 01/Jan/2016, End: 31/Dec/2016 | 1.00 | 1,352.29 | 1,352.29 |
| Contract No. | | | | |
| 58 | Tax (Type - CM) | 1.00 | 285.47 | 285.47 |
| 59 | Tax (Type - MA) | 1.00 | 15,140.94 | 15,140.94 |
| | | | Page Total | 16,992.94 |

Remit Payment To: SunGard Public Sector Inc.
Bank of America
12709 Collection Center Drive
Chicago, IL 60693

| | |
|---|---|
| Subtotal | 181,487.19 |
| Sales Tax | 15,426.41 |
| Invoice Total | 196,913.60 |
| Payment Received | 0.00 |
| Balance Due | 196,913.60 |

3b.)

# COMMITTEE / COUNCIL AGENDA

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Wes Ratterree **DEPT.** Information Technology

**SUBJECT:** VIDEO CAMERA SYSTEM ANNUAL MAINTENANCE AGREEMENT

**REQUEST:** APPROVAL OF MAINTENANCE AGREEMENT WITH HITACHI DATA SYSTEMS, THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE POLICE DEPARTMENT'S SAFETY AND SECURITY VIDEO CAMERA SYSTEM.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Information Technology | X | | | X |
| Procurement | X | | | X |
| | | | | |
| | | | | |

***FUNDING:*** Was funding previously approved? Yes [x] No [ ] N/A [ ]

If yes, provide the following: Dept./Div.: IT Account #: ~~141000~~ 635000-52206

Balance in Account $63,000.00 Amount needed for this item $62,383.76

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

***NOTES:*** Provides annual maintenance and support services, including hardware and software replacement and updates, for the Police Department's Safety & Security Video Camera System.

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:***

**Mayor's Signature:**

Joseph P. Riley, Jr., 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:** Police Camera System Annual Maintenance & Support

**REQUISITION NUMBER:** **PR160___**

**VENDOR:** Hitachi Data Services

**DATE:** January 1, 2016

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

   Annual maintenance and support for the Police Department's safety and security camera system installed throughout the city.

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

   No. Hitachi is the vendor/integrator who bought the previous vendor who sold the City the system, installed it, configured it and is now contracted to provide support and ensure proper operations.

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.

   Hitachi is the vendor/integrator who bought the previous vendor who sold the City the system, installed it, configured it and is now contracted to provide support and ensure proper operations.

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

   ____YES or NO _X___

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

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

   This is recurring annual support and maintenance provided by the vendor contracted.

SIGNATURE _____ TITLE CIO

Hitachi Data Systems

Hitachi Data Systems Corporation
2845 Lafayette Street
Santa Clara, CA 95050 - 2639
Phone (408) 970-7500
Fax: (415) 962-5968

| | |
|---|---|
| End User: | City of Charleston (Charleston Police Department) |
| Location: | 288 Meeting Street, Suite 310, Charleston, SC 29401 |
| Quote # | YC-CityofCharleston-Avrio-10122015 |
| Quote Expires: | 11/13/2015 |

| Service Code | Description | Serial Number | QTY | Level | MMC Commencement | Unit List MMC | List MMC | List MMC Discount | Renewal MMC | Additional Discount | Final Net MMC | # of Months | Total MMC | Extended Expiration | Install Site |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 2016 Phase 1 Maintenance (01/01/2016 to 12/31/2016) | | 1 | | 1/1/2016 | $ 1,840.91 | $ 1,840.91 | 0% | $ 1,840.91 | 0% | $ 1,840.91 | 12 | $ 22,090.91 | 12/31/2016 | |
| | 2016 Phase ii Maintenance (01/01/2016 to 12/31/2016) | | 1 | | 1/1/2016 | $ 2,950.47 | $ 2,950.47 | 0% | $ 2,950.47 | 0% | $ 2,950.47 | 12 | $ 35,405.64 | 12/31/2016 | |

TOTAL DUE $ 57,496.55

MAINTENANCE INCLUDES THE FOLLOWING:
1. 24X7X365 HELP DESK SUPPORT, 4 HOUR RESPONSE TIME
2. ONSITE SUPPORT - NEXT BUSINESS DAY
3. ALL PARTS AND LABOR INCLUDED
4. LOCAL SPARE PARTS INVENTORY
5. FREE SOFTWARE/FIRMWARE PATCHES AND UPGRADES
6. REMOTE DIAGNOSTICS

3c.)

# COMMITTEE / COUNCIL AGENDA

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Chief Karen Brack **DEPT:** Fire Department

**SUBJECT:** FIRE UNIFORMS SUPPLIES FOR THE CHARLESTON FIRE DEPARTMENT

**REQUEST:** Approval to establish a contract for Fire Uniform Supplies with North America Fire Equipment Co., 1515 West Moulton Street, Decatur, AL 35601. Solicitation #15-P025R

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | ☐ | ☐ | | ☐ |
| Cap. Proj. Cmte. Chair | ☐ | ☐ | | ☐ |
| CFD | x | ☐ | | ☐ |
| Procurement Director | x | ☐ | | ☐ |

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

If yes, provide the following: Dept./Div.: 210000 & 211000 Account #: 52008

Balance in Account 223,220 Amount needed for this item $145,000.00

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

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

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:***

**Mayor's Signature:**

Joseph P. Riley, Jr., Mayor

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

# Score-Sheet

## Fire Uniform Supplies RFP
## September 3, 2015
## Solicitation #: 15-P025R

| Firm | Scores of Scorers | | | | | Total Score |
|---|---|---|---|---|---|---|
| DesignLab | 41 | 47 | 69 | 70 | | 227 |
| Entenmann-Rovin | 24 | 16 | 48 | 28 | | 116 |
| Galls | 40 | 56 | 58 | 66 | | 220 |
| NAFECO | 46 | 71 | 65 | 89 | | 271 |
| Tra-Fx Public Safety Supply | 46 | 70 | 74 | 79 | | 269 |
| Uniforms by John | 25 | 18 | 55 | 70 | | 168 |

Buyer — Date: 8/3/15

Witness — Date: 8/3/15

Ways and Means
Insert #3(c)

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

**AGREEMENT BETWEEN THE CITY OF CHARLESTON AND NORTH AMERICA FIRE EQUIPMENT COMPANY (NAFECO) FOR FIRE UNIFORM SUPPLIES FOR THE CHARLESTON FIRE DEPARTMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2016 between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and North America Fire Equipment Company (NAFECO) (hereinafter referred to as "Contractor").

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

## §1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Fire Uniform Supplies for the Charleston Fire Department in accordance with Solicitation #15-B025R and any and all addenda. All attachments and exhibits listed below shall be incorporated herein:

Exhibit A: Solicitation #15-B025R (the "Request for Proposal")
Exhibit B: Addenda to Request for Proposal
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal Response (the "Work")
Exhibit E: Contractor's Pricing Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B and Exhibit D as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional goods and/or services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

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

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

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

5. The Contractor agrees to send any and all reports of services/items delivered by the Contractor to the City on a regular basis and to the agreed upon City Representative.

6. The Contractor will provide measuring on site for the initial order and for each additional recruit class. This will be accomplished by actual trial/fit sizing sets and Not by tape measuring alone.

7. Preventing any manufacturing abnormalities, from the time the Contractor has all details confirmed and all personnel measured, delivery of garments should be accomplished in forty-five to sixty (45-60) days.

8. If a garment is damaged during normal wear and use, the Contractor is able to either:
   a. Send the garments to the manufacturer for repair or replacement
   b. Perform the repair or replace in-house and return to the City
   c. If the garment is defective in any way, the Contractor or the Manufacturer will pick up or arrange for pick-up of the garments from the City and will replace, repair and return the items to the City. This is accomplished through an ISO 9001 certified manufacturing process called "Customer Input Form" (CIF).

9. Shipping Charges will only be charged to the City for repairs of preventable damages and replacement of garments.

## §2. CONTRACT TERM

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

## §3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $145,000.00 (One Hundred Forty-Five Thousand Dollars and Zero Cents) per year for goods and/or services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms will be Net 30 days. Payment shall be made after materials have been delivered to the City by the Contractor and the materials have been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Accounts Payable (PO Box 853, Charleston, SC 29402) located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the Term or any agreement extensions. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the

anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

## §4. WARRANTIES AND REPRESENTATIONS

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

B. All equipment, materials, and supplies incorporated in the Work covered by the Agreement and provided by the Contractor are to be the most suitable models for the purpose intended. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor contemplated incorporating in the Work. Machinery, equipment, material and supplies used without the required prior approval of the City may be at the risk of subsequent rejection by the City.

C. Contractor warrants to have represented that its staff is knowledgeable about, and experienced in providing the materials specified in the Work required under this Agreement and warrants that it will use its best skill and attention to provide the above described Work in a professional and timely manner.

## §5. SUBCONTRACTORS

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

B. The Contractor shall not substitute other Subcontractors without the written consent of the Director of Procurement.

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

D. If at any time the Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement.

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

## §6. INDEMNIFICATION

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

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

## §7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are attached hereto and incorporated herein as Exhibit C.

## §8. GRATUITIES AND KICKBACKS

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

***Kickbacks.*** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor,

or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

## §9. TERMINATION

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

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

## §10. ASSIGNMENT

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

## §11. NOTICES

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

| To City of Charleston: | To Vendor: |
|---|---|
| John Tecklenburg | John Head |
| Mayor | Sales Manager |
| City of Charleston | North America Fire Equipment Co. |
| PO Box 304 | 1515 West Moulton St. |
| Charleston, SC 29402 | Decatur, AL 35601 |

With copies to:

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

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

## §12. CHANGE ORDERS

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

## §13. ENTIRE AGREEMENT

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

## §14. GOVERNING LAWS

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

## §15. LICENSE AND PERMITS

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

## §16. PUBLICITY RELEASES

Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, only the name of the City, type and duration of Contract may be used and then only with the prior approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or

quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

## §17. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. Contractor further agrees to indemnify the City in accordance with Section 6 above if Contractor fails to comply with IRCA as amended.

## §18. SEVERABILITY

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

## §19. WAIVER OF CONTRACTUAL RIGHTS

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

## §20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

## §21. BACKGROUND CHECK

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

## §22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws

(1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form I-312, Nonresident Taxpayer Registration Affidavit – Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of the contract that is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If contractor is a non-South Carolina company, the City will withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed in herein.

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

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

WITNESSES FOR THE CITY:

| | |
|---|---|
| _____ | _____ |
| Name | John Tecklenburg<br>Mayor |
| Date: _____ | Date: _____ |

_____
Name

Date: _____

WITNESSES FOR VENDOR:

| | |
|---|---|
| _____ | _____ |
| Name | John Head<br>Sales Manager |
| Date: _____ | Date: _____ |

_____
Name

Date: _____

# EXHIBIT A

**The City of Charleston**
**Procurement Division**
145 King Street, Suite 104
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

| | |
|---|---|
| **Proposal Number:** 15-P025R | **Proposals will be received until:** August 11, 2015 @ 12:00pm |
| **Proposal Title:** Fire Uniform Supplies<br>**Non-Mandatory Pre-Proposal Meeting:** July 28, 2015 @ 10:00a.m. @ 116 Meeting St. | |
| **Mailing Date:** July 10, 2015 | **Direct Inquiries to:** Robin B. Robinson |
| **Vendor Name:** | **FEIN/SS#:** |
| **Vendor Address:** | |
| **City – State – Zip:** | |
| **Telephone Number:** | **Fax Number:** |
| **Minority or Women Owned Business:**<br>Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No<br>If so, please provide a copy of your certificate with your response. | |
| **Authorized Signature:** _____ **Title:** _____<br>**Date:** _____ | |

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

## IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director 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 proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in writing no later than **2:00 p.m. on July 29, 2015**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

## INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 145 King Street, Suite 104 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

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

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS
    A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of

employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement

Director, 145 King Street, Suite 104, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 145 King Street, Suite 104 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

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

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

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

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

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

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTRACTORS

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the

Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

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

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

C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If

Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

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

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

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

43. DRUG-FREE WORKPLACE:
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

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

45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends

contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL OFFERORS

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

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

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

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ***INSURANCE REQUIREMENTS***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

## NO PROPOSAL RESPONSE FORM

| | |
|---|---|
| **Proposal Number:** 15-P025R | **Proposals will be received until:** August 11, 2015 @ 12:00pm |
| **Proposal Title:** Fire Uniform Supplies<br>**Non-Mandatory Pre-Proposal Meeting:** July 28, 2015 @ 10:00a.m. @ 116 Meeting St. | |
| **Mailing Date:** July 10, 2015 | **Direct Inquiries to:** Robin B. Robinson |
| **Vendor Name:** | **FEIN/SS#:** |
| **Vendor Address:** | |
| **City – State – Zip:** | |
| **Telephone Number:** | **Fax Number:** |
| **Minority or Women Owned Business:**<br>Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ **Yes** ☐ **No**<br>If so, please provide a copy of your certificate with your response. | |
| **Authorized Signature:** _____ **Title:** _____<br>**Date:** _____<br><br>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.** | |

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

---

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

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

**Comments:** _____

_____

_____

| **Proposal Number:** 15-P025R | **Proposals will be received until:** August 11, 2015 @ 12:00pm |
|---|---|
| **Proposal Title:** Fire Uniform Supplies<br>**Non-Mandatory Pre-Proposal Meeting:** July 28, 2015 @ 10:00a.m. @ 116 Meeting St. | |
| **Mailing Date:** July 10, 2015 | **Direct Inquiries to:** Robin B. Robinson |

## CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

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

**Minority or Women-Owned Business:**

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

☐ Yes ☐ No

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

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

**COMPLIANCE REQUIREMENTS:**

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

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

**AND**

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

**OR**

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

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

Name of Company: _____

| | |
|---|---|
| _____ | _____ |
| Signature | Date |
| _____ | _____ |
| Print Name/Title | Witness |

# AFFIDAVIT A

**Page 1 of 2**

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

Affidavit of _____

(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:_____

Title: _____

# AFFIDAVIT A



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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

**Notary Seal:**

Phone Number: _____

Address: _____

## AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20___.
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____

Notary Public for the State of _____
**Notary Seal:**

## AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

**Notary Seal:**

# GENERAL INFORMATION

The City is soliciting proposals from vendors that can provide Uniform Supplies for the Charleston Fire Department.

There will be a Non-Mandatory Pre-Proposal meeting at 10 a.m. on July 28, 2015 at 116 Meeting Street, Charleston, SC. There are 3 parking garages in the area. A City garage on Queen Street behind the SunTrust Building (corner of King & Queen), a County garage on Queen Street across from 82 Queen and a County garage on Cumberland Street (1 block from 116 Meeting Street).

## PROCUREMENT PROCESS

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

## QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett-Robinson, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 2:00pm on July 29, 2015.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

## ORAL STATEMENTS

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

## NON-ENDORSEMENT

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

## PROPRIETARY INFORMATION

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

## UNAUTHORIZED COMMUNICATIONS

Respondents' contact regarding this RFP with employees or officials of the City of Charleston will result in disqualification from this procurement process. Any oral communications are

considered unofficial and non-binding with regard to this RFP. The only authorized contacts for this procurement are any designated Procurement staff.

**CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE**

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

**CONTRACT NEGOTIATIONS**

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

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

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

**PROPOSAL PREPARATION**

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

**RECEIPT OF PROPOSALS**

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(August 11, 2015 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

**NUMBER OF PROPOSALS SUBMITTED**

Each Vendor must **submit one (1) Unbound Original and five (5) Bound Copies of the Proposal are required for submission, plus one (1) electronic (Flash Drive or CD) copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

**RESPONSE FORMAT AND ORGANIZATION**

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

responsive or incomplete answers to information requests and/or City requirements may lead to disqualification of the Offeror's submittal.

## COMPLETION OF REPONSES

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

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

## PROPOSAL FORMAT

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

a) All proposals should be clearly marked **"15-P025R – Fire Uniform Supplies"**
b) All proposals must be submitted in a sealed envelope. All pricing information should be in a separate envelope clearly marked "**Cost Proposal**". The pricing envelope should be placed with the proposals in one envelope marked **"15-P025R – Fire Uniform Supplies"**
c) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, SC 29401, ATTN: 15-P025R**.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on August 11, 2015. Late proposals will not be accepted.**
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this RFP requiring signature must be included in the proposal.

## DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

## PROPOSAL EVALUATION PROCESS

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

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

Evaluation and Selection Committee requires additional information from the Offerors, that request will come from Procurement.

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

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted or all reasonably-qualified Offerors may be required to come in for an interview/presentation and an on-site inspection.

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

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

## PROPOSAL EVALUATION CRITERIA FACTORS

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

### Criteria Factors

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP. Each response to this RFP will be subject to the same review and assessment process and will be evaluated on the criteria below. Preference will be given to organizations that can provide all of these services under one contract arrangement with single-source invoicing.

- Organization and Approach to Proposal Submission
- Company History and Stability
- Summary of experience, qualifications and past performance and ability to provide the services required as contractor
- Minimum of four similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, email address and contact person and date of service provided
- Order Processing Options
- Provide evidence of product, ability to meet schedules (turnaround time), cooperation and responsiveness.
- Cost

# References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last five (5) years.

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

## SCOPE OF WORK AND SPECIFICATIONS

This solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Fire Department. It will cover the actual items as well as sewing and repair service of the garments.

The City would like for the Vendor to have a pre-established date and time for any "in-person" deliveries.

The Vendor will be required to place orders with article manufacturers within two (2) business days of order receipt from the City. The Vendor will need to provide written proof, within three (3) business days, that an order has been placed with the manufacturer and specify the date they (the Vendor) anticipates receiving the product(s) from the manufacturer.

Any time the Vendor orders an incorrect item, color, model, etc., the Vendor will, at their expense, provide express shipping service to/from the manufacturer and to/from the City of Charleston to replace the item with the correct one.

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.
The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery or engraved product prior to release to the City.

Any embroidery or engraving related errors, imperfections, mistakes, quality issues, etc. will require the Vendor to replace the base item, at their expense, along with express shipping to/from the manufacturer and/or the City.

Under no circumstances are patches, emblems, insignia, images, etc. depicting or representing the Charleston Fire Department or any of its entities, special units, etc. be used or applied without express written approval from the Logistic/Supply unit of the Fire Department. There are no "all encompassing" approvals.

The Vendor should give information detailing their automated tracking system (if applicable). The system should allow order tracking status from point of order through delivery and should also be searchable for previous orders. The system should allow administrative approval and modification before the order is placed through the Vendor.

The Vendor should detail their process for handling and filling orders from start to finish. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

# ATTACHMENT A

**#15-P025R - Vendor: _____**

| Item | Qty/Year | Description | Unit Price | Total |
|---|---|---|---|---|
| 1 | 50 - 100 | Polo style Shirt - Short sleeve 100% cotton with Fire Department embroidered logo on the left front upper breast and small logo on sleeve, Color Options: Blue, White, Small Logo "Charleston 9" on sleeve - **Provide a sample shirt** | | |
| 2 | 50 - 100 | Fire Department Metal Badge, Officers - Gold: Captain, Battalion Chief, Assistant Chief, Deputy Chief, Fire Chief / Firefighter - Silver, Firefighter, Engineers - Engineers badge has Steamer Center Piece, **Please provide manufacturer information and sample badge for quality assurance** | | |
| 3 | 50 - 100 | Fire Department Name Plates, Officers - Gold: Captain, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief - Attached Maltese cross with red center and the words Charleston Fire Department Firefighters - Silver: Firefighter, Engineer - Engraved Black lettering: Rank, First Initial, Last Name - Attached Maltese cross with red center and the words Charleston Fire Department | | |
| 4 | 300 - 1000 | T-Shirts, Color Options: Blue - Operations Personnel, Grey - Recruit Personnel, Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on sleeve, Material: 100% cotton NFPA Compliant Material | | |
| 5 | 20-50 | Dress Uniform Shirts, Color: White, Style: Long Sleeve button up with collar, Short Sleeve button up with collar, Double Pocket with fold down and Velcro closure, Pre-positioned badge tabs upper left breast - **Provide Sample Shirt** | | |
| 6 | 20-50 | Dress Uniform Tie, Color: Black, Style: Clip-on - 18" to 20" length, 4-n-Hand Tie - 57" length | | |

| | | |
|---|---|---|
| 7 | 25-50 | Class A - Dress Uniform Jacket/Trousers: Double-breasted dress jacket, Color: Black, Gold buttons with FD insignia - Trousers men/women's, Color: Black and Blue, Hemmed to specifications, Alterations should be included on jacket and trousers to include years of service indicators and rank stripes, **Provide sample jacket** |
| 8 | 300-1000 | Fire department Shoulder Patch, Laser cut, Color: Blue below rank of Battalion Chief, Color: White Battalion Chief - Fire Chief, **Provide sample laser cut patch** |
| 9 | 25-50 | Class A -Dress Uniform Crown Hat, Color: Blue, Firefighter - Engineer, Silver band with silver FD Side Buttons, Black brim, Color: White, Captains, Gold band with gold FD side buttons, Black brim, Color: White, Chief Officers, Gold band with gold FD side buttons, Black brim, Rank Flames |
| 10 | 25-300 | Multi-Purpose Jacket, Outer Shell - ANSI/NFPA/DOT Approved reflective outer shell that can be used as a rain jacket, Colors: Green, Black and White reflective material, Easy use Zippers, Inner Liner: Fleece construction, removable and can be used in combination as a winter jacket or winter rain jacket, Color: Black/Navy Blue, Easy use Zippers and connections, **Provide sample jacket** |
| 11 | 25-50 | Class A Dress Uniform - Promeric Dress Shoes, Color: Black, High Shine Shoe |
| 12 | 25-50 | Station Wear Boots, Color: Black, Dual NFPA Certified, **Provide a sample boot and/or the manufacturer model number and boot information** |
| 13 | 50-300 | Uniform Belt, Color: Black, Size: Varying sizes, CFD has ordered special belt buckles, **the specific information regarding the belt size will be provided as needed** |
| 14 | 50-300 | Station Wear Ball Cap, Color: Blue - Firefighter - Captain, Color: Black: Chief Officers, Flexible Fit - Durable and fully enclosed, Embroidered front center and small logo on rear, "Charleston 9" recognition, **Provide sample ball cap** |

**Shipping**
**Sub-Total**
**8.5% Tax**
**Total**

***Additional samples may be requested as deemed necessary.***
***Description information of each item is required.***

## Vendor's Checklist

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

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

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms and check the applicable affidavit box?
   ____ Yes ____ No

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

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

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

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

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

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

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

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

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

# EXHIBIT B


## *City of Charleston*
### *Procurement Division*
145 King Street, Suite 104
Charleston, SC 29401


## ADDENDUM #1


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


DATE: July 31, 2015

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 15-B025R – Fire Uniform Supplies RFP

---

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

1. **There will be a visit available for vendors to be able to review what items are currently used and being solicited in this RFP at 2:30, on August 11th at Fire Headquarters, 1451 King Street.**

2. **The Due Date has been changed from August 11, 2015 to August 20, 2015. The time due will remain the same (12:00pm).**

If you have any questions, please feel free to call 843-724-7312 or 724-7314.

Thank you in advance for your cooperation.

_____ _____
Signature of Acknowledgement Date

_____
Company Name

# *City of Charleston*

## *Procurement Division*

145 King Street, Suite 104
Charleston, SC 29401


## *Addendum #2 Questions & Answers*


T: (843) 724-7312
F:(843) 720-3872


**Date:** August 5, 2015
**To:** All Offerors
**From:** Robin Barrett-Robinson, Senior Buyer
**Subject:** Solicitation #15-P025R –Fire Uniform Supplies

---

This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

**I. Questions and Answers**:

**Q-1 Is it possible to get the bid tabulation from the previous winning bid for the Fire Uniform Supplies?**

**A-1** The previous solicitation was not done as a bid, it was an RFP also. The pricing structure from the previous contract is available and will be included with this addendum.

**Q-2 Would it be possible to get a picture of the nameplate or style # so that I'll know what size to order a sample of?**

**A-2** That will be provided with this addendum.

**Q-3 Line item 5 – What blend of a dress uniform shirt does the department call for? 100% poly, 65/35 poly cotton or 65/35 poly rayon?**

**A-3** The dress uniform shirt should be Poly Cotton 65/35 blend.

**Q-4 Line item 6 – What blend of dress uniform tie would be desired? Poly or Poly/Wool**

**A-4** This is an item that we would expect the vendor to show us. We would make a decision based on the quality and supporting information the vendor provides.

**Q-5 Line item 8 – Could a sample of the Fire Department patch be provided so that I could better price this item?**

**A-5** Yes, these will be available for view on the 11th and pictures will be posted on our website.

**Q-6 Line item 9 – What kind of frame would the department desire for the firefighter/engineer, captain and chiefs?**

**A-6** A picture of the nameplate we are currently using will be provided on our website.

**Q-7 Can we bid on certain items (such as: firefighter badges and nameplates)?**

**A-7** Our intent is to award all to one vendor; however, the City reserves the right to award in lots if in the best interest of the City.

**Q-8 Could we please be provided the current/previous pricing lists for badges and nameplates?**

**A-8** Yes, that information will be posted on our website.

**Q-9 Could we please be provided the pictures for the firefighter badges and nameplates?**

**A-9** Yes, these will be available for view on the 11th and will be posted on our website.

**Q-10 Could pictures of the badge be provided with measurements?**

**A-10** Pictures will be posted on the website. The measurements are as follows:

FF-Eng: 2 1/8"H x 2 1/8"L
Cpt.-Chief: 1 5/8"H x 2 ¼"L

**Q-11 Does the sample for quality need to be an exact of your current badge or can it be similar in style?**

**A-11** No it does not, but details about the quality should be included in your proposal.

**Q-12 Could you please send the logos for items 1, 4 and 14?**

**A-12** Yes, they will be provided on our website.

**Q-13 Item #5 – Do you have a sample picture of the garment?**

**A-13** We can provide the current shirt during the meeting on August 11th and pictures will be posted on our website.

**Q-14 Item #10 – Does it have to have a hood?**

**A-14** Yes, a hood is required.

**Q-15 What style number or size name plate is the department currently wearing?**

**A-15** We are not providing specific style numbers. We will provide a sample of what we are using today, but we are open to options that your company has that fits our needs. We are not locked into a specific style. Pictures will be provided on our website.

**Q-16 The solicitation is asking for samples of lines 2 and 8 which are badges and a laser cut patch. Could you provide samples so that we could replicate and provide as a sample of our created version to you?**

**A-16** Yes, a picture of our current patch will be posted on our website.

**Q-17 Line item #10 – Is the department wanting a Hi vis 3-in-1 parka or a Hi vis first responder parka?**

**A-17** Please provide information for both.

**Q-18 In the evaluation criteria, it states the following: "Provide evidence of work product, ability to meet schedules, cooperation, and responsiveness". What is meant by "work product"?**

**A-18** Details about the product you plan on proposing to include: information about its quality and durability as well as, seeking samples of properly done alterations, insignia screening, patch installations, embroidery, etc.

**Q-19 May I get a copy of the pricing from the contract that is currently in place, detailing manufacturer, style #s and detailed descriptions for each item option?**

**A-19** That pricing sheet will be provided with this addendum.

**Q-20 Please provide specific item numbers for badges, seals, insignias, name plates, etc. along with details on finishes and differences for each rank.**

**A-20** Based on the discussion during the pre-proposal meeting we are not providing specific item numbers. We want to see the best options based on the vendor's style of badge. We will provide pictures and example on August 11th and on our website.

**Q-21 Can there be a time scheduled to review (see, touch, feel) the RFP items that the Fire Department is currently wearing?**

**A-21** That has been scheduled and given in addendum 1.

**Q-22 What is the current and/or acceptable lead time (turnaround time/pre-established time) for orders that require decoration and work (alterations, etc.)? This is the time frame after the specified proof of order as detailed in the SOW on page 29. We are looking for general expectations, realizing the time frame may alter +/- given the specific variables to each order. It is understood that those variables will be communicated to the City if time frame is greater than expectation.**

**A-22** There will be items that will take longer than others to supply. Timeframes for items that require alteration and decoration will take longer than badges. There is no way to give a specific timeframe from our end. Generally speaking for most items we would like to see items delivered within a weeks' time; however, there will be other items that we would expect to have in hand by the end of two weeks. The greatest issue for our department is that when you say we will have it that we get it by that date. Don't over promise.

**Q-23 Please list any specific manufacturer and item style #s that you would like to be specifically included in the RFP proposal.**

**A-23** We do not have specific manufacturers that we are requesting. We want each vendor to provide us information on their best quality product for the best dollar and to provide details about the product.

**Respondent shall acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.**

| | |
|---|---|
| Name of Company | Date |
| Authorized Representative | Title |

# EXHIBIT C

## *INSURANCE REQUIREMENTS*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

# EXHIBIT D

**The City of Charleston**
**Procurement Division**
145 King Street, Suite 10
Charleston, South Carolina 2940
P) 843-724-7312 F) 843-720-387
www.charleston-sc.gc

| | |
|---|---|
| **Proposal Number:** 15-P025R | **Proposals will be received until:** August 11, 2015 @ 12:00pm |
| **Proposal Title:** Fire Uniform Supplies<br>**Non-Mandatory Pre-Proposal Meeting:** July 28, 2015 @ 10:00a.m. @ 116 Meeting St. | |
| **Mailing Date:** July 10, 2015 | **Direct Inquiries to:** Robin B. Robinson |
| **Vendor Name:** NAFECO | **FEIN/SS#:** 63-0725655 |
| **Vendor Address:** 1615 West Moulton Street | |
| **City – State – Zip:** Decatur, AL 35601 | |
| **Telephone Number:** 800-628-6233 | **Fax Number:** 256-355-0852 |
| **Minority or Women Owned Business:**<br>Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No<br>If so, please provide a copy of your certificate with your response. | |
| **Authorized Signature:** Jack Daffo<br>**Date:** 8/10/15 | **Title:** Sales Representative |

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

## IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director 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 proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in writing no later than **2:00 p.m. on July 29, 2015**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

## INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 145 King Street, Suite 104 Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

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

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of

employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement

Director, 145 King Street, Suite 104, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 145 King Street, Suite 104 Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

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

25. OTHER CONTRACTS

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

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

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

28. INSURANCE REQUIREMENTS

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

29. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTRACTORS

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

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

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

D) If at any time the City's Director of Procurement determines that any subcontractor is incompetent or undesirable, he shall notify the Contractor(s) accordingly, and the

Contractor(s) shall take immediate steps for cancellation of the subcontract and replacement thereof with a subcontract that is approved by the City of Charleston.

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

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

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

C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If

Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

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

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

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

43. DRUG-FREE WORKPLACE:
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

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

45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends

contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL OFFERORS

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

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

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

51. NON-DISCRIMINATION
The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ***INSURANCE REQUIREMENTS***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

City of Charleston
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

# NO PROPOSAL RESPONSE FORM

| | |
|---|---|
| **Proposal Number:** 15-P025R | **Proposals will be received until:** August 11, 2015 @ 12:00pm |
| **Proposal Title:** Fire Uniform Supplies<br>**Non-Mandatory Pre-Proposal Meeting:** July 28, 2015 @ 10:00a.m. @ 116 Meeting St. | |
| **Mailing Date:** July 10, 2015 | **Direct Inquiries to:** Robin B. Robinson |
| **Vendor Name:** | **FEIN/SS#:** |
| **Vendor Address:** | |
| **City – State – Zip:** | |
| **Telephone Number:** | **Fax Number:** |
| **Minority or Women Owned Business:**<br>Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No<br>If so, please provide a copy of your certificate with your response. | |
| **Authorized Signature:** _____ **Title:** _____<br>**Date:** _____ | |
| I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.** | |

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

---

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

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

**Comments:** _____

_____

_____

| | |
|---|---|
| **Proposal Number:** 15-P025R | **Proposals will be received until:** August 11, 2015 @ 12:00pm |
| **Proposal Title:** Fire Uniform Supplies | |
| **Non-Mandatory Pre-Proposal Meeting:** July 28, 2015 @ 10:00a.m. @ 116 Meeting St. | |
| **Mailing Date:** July 10, 2015 | **Direct Inquiries to:** Robin B. Robinson |

## CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

| | |
|---|---|
| NAFECO<br>Company Name<br>As registered with the IRS | Jack Griffin<br>Authorized Signature |
| 1515 West Moulton Street<br>Correspondence Address | Jack Griffin<br>Printed Name |
| Decatur, AL, 35601<br>City, State, Zip | Sales Representative<br>Title |
| jack.griffin@nafeco.com<br>Email | 404-665-7188<br>Telephone Number/Toll Free Also (If Available) |
| 1515 West Moulton Street<br>Remittance Address | 256-355-0852<br>Fax Number |
| Decatur, AL 35601<br>City, State, Zip | 8/11/15<br>Date |
| 63-0725655<br>Federal Tax ID (FEIN)/SS Number | 63-0725655<br>SC Sales Tax Number |

**Minority or Women-Owned Business:**

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

☐ Yes ☒ No

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

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

**COMPLIANCE REQUIREMENTS:**

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

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

**AND**

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

**OR**

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

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

Name of Company: NAFECO

Jack Griffin
Signature

8/10/15
Date

Jack Griffin Sales Representative
Print Name/Title

Witness

# AFFIDAVIT A

**Page 1 of 2**

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

Affidavit of _____

(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")*

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

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

Signature:_____

Title: _____

# AFFIDAVIT A



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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

**Notary Seal:**

Phone Number: _____

Address: _____

## AFFIDAVIT B

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

Affidavit of _____, I hereby certify that on the
(Name of Bidder)
_____, Total Project Amount $_____
(Project Name)

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

Sworn to before me this ____ day of _____, 20___.
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____

Notary Public for the State of _____
**Notary Seal:**

# AFFIDAVIT C

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

Affidavit of NAFECO
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the 15-P025R Fire Uniform Supplies contract.
(Name of Project)

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

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

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

Date: 8/11/15 Name of Authorized Officer (Print/Type): Jack Griffin

Signature: Jack Griffin

Title: Sales Representative

Sworn to before me this 11 day of August, 2015
Notary Public for the State of Georgia
My Commission Expires: 8-14-17
Print Name: Summer Kinder Summer Kinder
Phone Number: 770-248-0049
Address: 6215 Regency PKWY Suite 975
Norcross GA 30071

**Notary Seal:**

STATE OF GEORGIA NOTARY PUBLIC
SUMMER KINDER
Notary Public, Georgia
Gwinnett County
My Commission Expires
8-14-17

# GENERAL INFORMATION

The City is soliciting proposals from vendors that can provide Uniform Supplies for the Charleston Fire Department.

There will be a Non-Mandatory Pre-Proposal meeting at 10 a.m. on July 28, 2015 at 116 Meeting Street, Charleston, SC. There are 3 parking garages in the area. A City garage on Queen Street behind the SunTrust Building (corner of King & Queen), a County garage on Queen Street across from 82 Queen and a County garage on Cumberland Street (1 block from 116 Meeting Street).

## PROCUREMENT PROCESS

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

## QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett-Robinson, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 2:00pm on July 29, 2015.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

## ORAL STATEMENTS

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

## NON-ENDORSEMENT

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

## PROPRIETARY INFORMATION

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

## UNAUTHORIZED COMMUNICATIONS

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

**CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE**

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

**CONTRACT NEGOTIATIONS**

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

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

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

**PROPOSAL PREPARATION**

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

**RECEIPT OF PROPOSALS**

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(August 11, 2015 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

**NUMBER OF PROPOSALS SUBMITTED**

Each Vendor must **submit one (1) Unbound Original and five (5) Bound Copies of the Proposal are required for submission, plus one (1) electronic (Flash Drive or CD) copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

**RESPONSE FORMAT AND ORGANIZATION**

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

**COMPLETION OF REPONSES**

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

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

## PROPOSAL FORMAT

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

a) All proposals should be clearly marked **"15-P025R – Fire Uniform Supplies"**
b) All proposals must be submitted in a sealed envelope. All pricing information should be in a separate envelope clearly marked "**Cost Proposal**". The pricing envelope should be placed with the proposals in one envelope marked **"15-P025R – Fire Uniform Supplies"**
c) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 145 King Street, Suite 104, Charleston, SC 29401, ATTN: 15-P025R**.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on August 11, 2015. Late proposals will not be accepted.**
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this RFP requiring signature must be included in the proposal.

## DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

## PROPOSAL EVALUATION PROCESS

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

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

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

Following their review of all submitted Proposals, the Selection Committee may select a shortlist of the highest ranked reasonably-qualified Offerors. Shortlisted or all reasonably-qualified Offerors may be required to come in for an interview/presentation and an on-site inspection.

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

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

## PROPOSAL EVALUATION CRITERIA FACTORS

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

### Criteria Factors

It is the Offeror's responsibility to effectively communicate their qualifications, services, and products to the City by thoroughly responding to each requirement contained in this RFP. Each response to this RFP will be subject to the same review and assessment process and will be evaluated on the criteria below. Preference will be given to organizations that can provide all of these services under one contract arrangement with single-source invoicing.

- Organization and Approach to Proposal Submission
- Company History and Stability
- Summary of experience, qualifications and past performance and ability to provide the services required as contractor
- Minimum of four similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, email address and contact person and date of service provided
- Order Processing Options
- Provide evidence of product, ability to meet schedules (turnaround time), cooperation and responsiveness.
- Cost

# References

Bidders must supply a minimum of four (4) references for which they have provided the same or similar services being requested here on a contract basis during the last five (5) years.

**Name:** Hall County Fire Services
**Address:** 470 Crescent Drive
Gainesville, GA 30501
**Phone/Fax:** 770-531-6838
**Email:** DPetering@HallCounty.org

**Name:** Sandy Springs Fire Rescue
**Address:** 7840 Roswell Road
Sandy Springs, GA 30350
**Phone/Fax:** 770-206-2082
**Email:** MCarter@SandySpringsga.gov

**Name:** Augusta Fire department
**Address:** 3117 Deans Bridge Rd
Augusta, GA 30906
**Phone/Fax:** 706-821-2929
**Email:** LRigdon@augustaga.gov

**Name:** DeKalb County Fire Rescue
**Address:** 1950 W. Exchange Pl.
Tucker, GA 30084
**Phone/Fax:** 678-406-7791
**Email:** DCDobson@DekalbCountyga.gov

**Name:** Grady EMS
**Address:** 745 Memorial Drive SE
Atlanta, GA 30316
**Phone/Fax:** 404-616-6395
**Email:** EFGilbert@GMH.edu

## SCOPE OF WORK AND SPECIFICATIONS

This solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Fire Department. It will cover the actual items as well as sewing and repair service of the garments.

The City would like for the Vendor to have a pre-established date and time for any "in-person" deliveries.

The Vendor will be required to place orders with article manufacturers within two (2) business days of order receipt from the City. The Vendor will need to provide written proof, within three (3) business days, that an order has been placed with the manufacturer and specify the date they (the Vendor) anticipates receiving the product(s) from the manufacturer.

Any time the Vendor orders an incorrect item, color, model, etc., the Vendor will, at their expense, provide express shipping service to/from the manufacturer and to/from the City of Charleston to replace the item with the correct one.

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.
The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery or engraved product prior to release to the City.

Any embroidery or engraving related errors, imperfections, mistakes, quality issues, etc. will require the Vendor to replace the base item, at their expense, along with express shipping to/from the manufacturer and/or the City.

Under no circumstances are patches, emblems, insignia, images, etc. depicting or representing the Charleston Fire Department or any of its entities, special units, etc. be used or applied without express written approval from the Logistic/Supply unit of the Fire Department. There are no "all encompassing" approvals.

The Vendor should give information detailing their automated tracking system (if applicable). The system should allow order tracking status from point of order through delivery and should also be searchable for previous orders. The system should allow administrative approval and modification before the order is placed through the Vendor.

The Vendor should detail their process for handling and filling orders from start to finish. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

**#15-P025R - Vendor:** NAFECO

# ATTACHMENT A

| Item | Qty/Year | Description | Unit Price | Total |
|---|---|---|---|---|
| 1 | 50 - 100 | Polo style Shirt - Short sleeve 100% cotton with Fire Department embroidered logo on the left front upper breast and small logo on sleeve, Color Options: Blue, White, Small Logo "Charleston 9" on sleeve - **Provide a sample shirt** | $22.00 | |
| 2 | 50 - 100 | Fire Department Metal Badge, Officers - Gold: Captain, Battalion Chief, Assistant Chief, Deputy Chief, Fire Chief / Firefighter - Silver, Firefighter, Engineers - Engineers badge has Steamer Center Piece, **Please provide manufacturer information and sample badge for quality assurance** | Rhodium $46.50<br>Gold Plate $62.50 | |
| 3 | 50 - 100 | Fire Department Name Plates, Officers - Gold: Captain, Battalion Chief, Assistant Chief, Deputy Chief and Fire Chief - Attached Maltese cross with red center and the words Charleston Fire Department Firefighters - Silver: Firefighter, Engineer - Engraved Black lettering: Rank, First Initial, Last Name - Attached Maltese cross with red center and the words Charleston Fire Department | Blackinton<br>Rhod/Gold Plate 27.00 | |
| 4 | 300 - 1000 | T-Shirts, Color Options: Blue - Operations Personnel, Grey - Recruit Personnel, Screen Print Logo on front upper left breast, Large Screen Print Logo on back, Small logo "Charleston 9" on sleeve, Material: 100% cotton NFPA Compliant Material | $12.00 | |
| 5 | 20-50 | Dress Uniform Shirts, Color: White, Style: Long Sleeve button up with collar, Short Sleeve button up with collar, Double Pocket with fold down and Velcro closure, Pre-positioned badge tabs upper left breast - **Provide Sample Shirt** | L/S - $34.00<br>S/S - $31.00 | |
| 6 | 20-50 | Dress Uniform Tie, Color: Black, Style: Clip-on - 18" to 20" length, 4-n-Hand Tie - 57" length | Clip On - $6.00<br>4-n-hand - $6.00 | |
| 7 | 25-50 | Class A - Dress Uniform Jacket/Trousers: Double-breasted dress jacket, Color: Black, Gold buttons with FD insignia - Trousers men/women's, Color: Black and Blue, Hemmed to specifications, Alterations should be included on jacket and trousers to include years of service indicators and rank stripes, **Provide sample jacket** | Coat - $265.00<br>Pant - $80.00 | |

NATECO

| | | | |
|---|---|---|---|
| 8 | 300-1000 | Fire department Shoulder Patch, Laser cut, Color: Blue below rank of Battalion Chief, Color: White Battalion Chief - Fire Chief, **Provide sample laser cut patch** | $1.75 |
| 9 | 25-50 | Class A -Dress Uniform Crown Hat, Color: Blue, Firefighter - Engineer, Silver band with silver FD Side Buttons, Black brim, Color: White, Captains, Gold band with gold FD side buttons, Black brim, Color: White, Chief Officers, Gold band with gold FD side buttons, Black brim, Rank Flames | Firefighter - $40.00<br>Captain - $40.00<br>Chief - $88.00 |
| 10 | 25-300 | Multi-Purpose Jacket, Outer Shell - ANSI/NFPA/DOT Approved reflective outer shell that can be used as a rain jacket, Colors: Green, Black and White reflective material, Easy use Zippers, Inner Liner: Fleece construction, removable and can be used in combination as a winter jacket or winter rain jacket, Color: Black/Navy Blue, Easy use Zippers and connections, **Provide sample jacket** | Responder Parka $227.00<br>3-in-1 Parka $183.50 |
| 11 | 25-50 | Class A Dress Uniform - Promeric Dress Shoes, Color: Black, High Shine Shoe | $92.00 |
| 12 | 25-50 | Station Wear Boots, Color: Black, Dual NFPA Certified, **Provide a sample boot and/or the manufacturer model number and boot information** | $247.25 |
| 13 | 50-300 | Uniform Belt, Color: Black, Size: Varying sizes, CFD has ordered special belt buckles, **the specific information regarding the belt size will be provided as needed** | $20.25 |
| 14 | 50-300 | Station Wear Ball Cap, Color: Blue - Firefighter - Captain, Color: Black: Chief Officers, Flexible Fit - Durable and fully enclosed, Embroidered front center and small logo on rear, "Charleston 9" recognition, **Provide sample ball cap** | $15.00 |

**Shipping**
**Sub-Total**
**8.5% Tax**
**Total**

***Additional samples may be requested as deemed necessary.***
***Description information of each item is required.***

* Standard oversize charges apply when applicable

## Vendor's Checklist

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

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

3. Did you sign the City of Charleston M/WBE Compliance Provisions forms and check the applicable affidavit box?
   ✓ Yes ____ No

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

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

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

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

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

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

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

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

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

NORTAMF-01 BROB

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/12/2015

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

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

PRODUCER (256) 355-7951
Stovall Marks Insurance Inc.
2601 Danville Rd SW
Decatur, AL 35603

CONTACT NAME: Barbara Broadfoot
PHONE (A/C, No, Ext): (256) 355-7951 FAX (A/C, No): (256) 350-2022
E-MAIL ADDRESS: bbroadfoot@stovallmarks.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : AIX Specialty Insurance Company | 12833 |
| INSURER B : Ohio Security Insurance Company | 24082 |
| INSURER C : Associated International Insurance Company | 27189 |
| INSURER D : Ala SIWCF/Midwest Employers Casualty Co. | 23612 |
| INSURER E : Sentry Insurance Company | 24988 |
| INSURER F : | |

INSURED
North America Fire Equipment Co., Inc.
1515 W. Moulton St.
Decatur, AL 35601

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | N | N | L1A A179022 01 | 12/12/2014 | 12/12/2015 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 2,000,000<br>$ 50,000<br>$ 1,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | N | N | BAS54389438 | 3/10/2015 | 3/10/2016 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | N | N | XOBW5769315 | 3/10/2015 | 3/10/2016 | EACH OCCURRENCE<br>AGGREGATE | $ 1,000,000<br>$ 1,000,000<br>$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | N | 1-374500-PKAL-129001 | 1/1/2015 | 1/1/2016 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Workers Compensation | N | N | 90-53270-01 00 151 | 1/1/2015 | 1/1/2016 | Out of State | 1/1/1.000.000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Charleston
145 King Street, Suite 104
Charleston, SC 29401-

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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**NAFECO**

North America Fire Equipment Company, Inc.

FIRE • POLICE • EMS

# Statement of Qualificatio

## Public Safety Uniforms

### Background

Nafeco began business in fire services in 1968 and has become the largest stocking distributor of fir equipment and supplies in the states with offices from Texas to the Mid Atlantic States. We currently hav 15 physical locations for servicing fire departments, police departments, and corrections. The compan is divided into three separate divisions which are equipment and supplies, public safety uniforms, an high visibility apparel. In the equipment and supply division, bunker gear has always been classified a equipment and the company has been selling and servicing this item for the past 25 years.

The public safety uniform division which was created within the last 10 years has offices in Clearwater-FL Atlanta-GA, Richmond-VA, New Braunfels-TX, Decatur-AL, and Rock Hill-SC. Each of the offices i Clearwater and Atlanta employs a staff of managers whose experience has been in public safety uniform selling, servicing, and manufacturing over the past 25 years. These specific managers understand fabric and their performance, modification techniques, construction factors in apparel, and department servic requirements.

### Experience

Our public safety uniform offices have worked with fire departments from 25 to 1000 personnel. Som of these departments work on the quartermaster system whereas they bring in uniforms in bulk. Other require orders to be shipped by individual whereby a maximum dollar value is allowed for an individual Orders can be separated by individual and shipped as per specification. Order tracking by individual i currently being employed by our company maximum and minimum inventory levels having been create in order to have merchandise available when needed. We pride ourselves in having been able to ship order correctly and on a timely basis whereby our managers are fully aware of their customer's demands. Ou computer system allows each office to be able to track where any order is during the fulfillment process.

### Qualifications

For large departments who require immediate turn on orders placed, we employ a confined inventor system whereas we will stock merchandise using a department's unique part number so that this inventor can not be utilized for other customers. This will insure that a department will have their own inventor held at their vendor's warehouse. We also allow our branch offices to maintain local inventory levels i required in order to fill requirements without delay.

NAFECO is providing references of departments we have provided uniforms over the last three years. We encourage you to please contact the individuals named so that you can be satisfied that NAFECO is fully capable of fulfilling your requirements.

**NAFECO - ATLANTA**
**6215 Regency Pkwy, Suite 975**
**Norcross, GA 30071**
**Phone (770)248-0049 / Fax (770) 248-0334**

NAFECO

## Jerrell Oaks- CEO & Founder – Corporate Office

Founded NAFECO in 1968 in Decatur, Alabama. The company has developed into a full line distributor for fire and public safety. Locations throughout the eastern and southeastern United States. Mr. Oaks is involved in the day-to-day operations of the company as well as traveling throughout the NAFECO's sales territories, meeting with our accounts.

## Allan Estroff- General Manager

Experienced in all phases of apparel manufacturing both domestically or offshore. Well connected in the Far East and South America. Allan has sales and management duties in the NAFECO Norcross Office. Allan has over 25 years experience in the apparel industry. Allan has been instrumental in the growth of the company's sales and territories.

## John Head- Sales Manager

Experienced in sales, marketing, and management. John has over 25 years experience in the uniform industry. John has been active in building the customer base for NAFECO. John's goals are to build excellent customer service, train new sales personnel, and to meet the expectations of our customer's needs.

## Jack Griffin- Sales Representative

Jack graduated from Mississippi State and joined the NAFECO team. Jack will be working with our current customers as well as actively calling on potential accounts. Jack brings with him a great background of skills communicating and building relationships. We are excited to have Jack on our team.

## Summer Kinder-Administrative Assistance

Experienced in order processing and customer service. Summer has great organizational and communications skills. Summer has been with NAFECO for only a few years but has earned the respect of all NAFECO personnel and customers. Summer attitude is always "up." Summer is very detail oriented and is great with phone orders.

1.800.628.623
1515 West Moulton Stre
Decatur, AL 3560

NAFECO CONNECT

# NAFECO Website Ordering Specifications

## TECHNOLOGY

NAFECO provides a web-based ordering system called NAFECO CONNECT. The system shall be user friendly and will facilitate the ordering of uniforms through a web browser interface. The web-based ordering system shall function properly on any modern web browser for employee convenience.

Each employee will have a login and password for ordering uniforms. The login and password will be exclusive to the individual. The ordering system will be secure and password protected. After login each individual will be presented with a specific home page based on the employee rank and login. The home page will include such information as previous orders, allotment, balance remaining and links for ordering only the uniform garments they are entitled to.

The system will provide the correct garment pricing based upon the contract prices which will carry over to the orders when placed by the individuals. The system will allow the employee to check back on the status of each order they place. A confirmation screen will be presented at the time of order to verify and double check all aspects of the order. With each successful order entered the system will deduct the appropriate amount of available money from the employee's balance so as not to exceed the employee's allotment. The system will prevent any orders from being placed that would exceed the allotment provided to the employee, unless otherwise directed by this contract. Individuals will be able to go over the allotment amount and will be responsible for that amount at the time of check out.

## AVAILABILITY

The web-based ordering system should be available 24 hours a day, 7 days a week and 365 days a year including all holidays, excluding minor downtime for required maintenance. If the system is down for maintenance for any reason, notification should be made to the Administrator before maintenance begins. The system should be designed so it can be modified while still being fully operational. Changes such as employee additions, employee removals, employee changes, product changes, product additions, product removals, report modifications or design changes will be able to be performed without limiting availability.

NAFECOnnect

1.800.628.623
1515 West Moulton Stre
Decatur, AL 3560

Since the Administrator will rely on this system to provide accurate information concerning employee orders, allotments, balances and more, the entire system will be backed up daily. Full backup of the system will be performed by NAFECO. This backup system will be tested regularly to make sure it is functioning as required.

**ORDERING PROCESS**

Personnel will place orders through the use of the web-based electronic ordering system as follows.

Only active duty personnel are authorized to utilize this contract. Personnel not indicated on the roster are not allowed to receive goods or services as outlined in this contract. Upon award of contract a roster will be provided consisting of the following information:

Name
Employee Number
Rank / Position
Individual Account Limit
Email Address (for notification purposes and order confirmations)
Number of Orders Allowed

All updates to the personnel roster or account limit will be provided to NAFECO in writing.

Each individual will receive a specific Individual Account Limit based on the rank and position of the individual. All orders placed by the individual will be deducted from their specific Individual Account Limit at the time the order is placed.

The Internet based ordering system functions in real-time allowing the employee to immediately see their balance at all times as they select items for purchase or remove items for purchase. The design of the system functions as an e-commerce shopping cart allowing the user to add items to their cart, remove items from their cart and update quantities while always displaying their current balance available.

All contracted items on the system will have clear, sharp photographs for easy identification. Photographs for each item will show on each page of the ordering system where the item is listed

NAFEC CONNECT

1.800.628.623
1515 West Moulton Stre
Decatur, AL 3560

including the shopping cart. This will allow the employee easy recognition of the products they are ordering.

Each item ordered through the system will have a consistent description and product number. The item will be decorated, embroidered or altered per the contract before delivery. The system will be programmed to automatically configure these products based on the contract so item accuracy can be maintained throughout the process.

**ADMINISTRATION**

An administrator account will be established for use exclusively by the Contract Administrator. The Administrator account will have the capability to perform unlimited transactions throughout each contract year and have view rights to each individual account.

Several real-time reports will be provided to the Administrator on a separate page accessible only to the Administrator. Reports will include orders placed, orders needing approval, employee list (including current balance, allotment, rank, etc) and other reports needed for the Administrator to effectively manage the ordering process.

No order will be processed without Administrator approval, unless otherwise directed by this contract. The system will be designed so the Administrator will receive notification via email confirmation with the placement of each employee order. This is in addition to the email confirmation sent to the individual placing the order. After notification the Administrator can login and view all orders needing approval. The Administrator can select orders to approve or deny individually. Orders that are denied will have an area designated so the Administrator can specify why the order was declined. When an order is denied the employee will automatically be notified and will be provided the reasoning that was selected by the Administrator. The system should be quick and easy for the Administrator providing a minimal amount of interaction while still providing the functionality listed in these specifications.

# City of Charleston
## Procurement Division

145 King Street, Suite 104
Charleston, SC 29401

**ADDENDUM #1**

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

DATE: July 31, 2015

TO: All Bidders

FROM: Robin Barrett-Robinson

RE: 15-B025R – Fire Uniform Supplies RFP

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

1. **There will be a visit available for vendors to be able to review what items are currently used and being solicited in this RFP at 2:30, on August 11th at Fire Headquarters, 1451 King Street.**

2. **The Due Date has been changed from August 11, 2015 to August 20, 2015. The time due will remain the same (12:00pm).**

If you have any questions, please feel free to call 843-724-7312 or 724-7314.

Thank you in advance for your cooperation.

Jack Jeffs
Signature of Acknowledgement

8/10/15
Date

NAFECO
Company Name

**City of Charleston**
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

# Addendum #2 Questions & Answers

T: (843) 724-7312
F:(843) 720-3872

**Date:** August 5, 2015
**To:** All Offerors
**From:** Robin Barrett-Robinson, Senior Buyer
**Subject:** Solicitation #15-P025R –Fire Uniform Supplies

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This Addendum No. 2 modifies the solicitation only in the manner and to the extent as stated herein.

**I. Questions and Answers:**

**Q-1 Is it possible to get the bid tabulation from the previous winning bid for the Fire Uniform Supplies?**

**A-1** The previous solicitation was not done as a bid, it was an RFP also. The pricing structure from the previous contract is available and will be included with this addendum.

**Q-2 Would it be possible to get a picture of the nameplate or style # so that I'll know what size to order a sample of?**

**A-2** That will be provided with this addendum.

**Q-3 Line item 5 – What blend of a dress uniform shirt does the department call for? 100% poly, 65/35 poly cotton or 65/35 poly rayon?**

**A-3** The dress uniform shirt should be Poly Cotton 65/35 blend.

**Q-4 Line item 6 – What blend of dress uniform tie would be desired? Poly or Poly/Wool**

**A-4** This is an item that we would expect the vendor to show us. We would make a decision based on the quality and supporting information the vendor provides.

**Q-5 Line item 8 – Could a sample of the Fire Department patch be provided so that I could better price this item?**

**A-5** Yes, these will be available for view on the 11th and pictures will be posted on our website.

**Q-6 Line item 9 – What kind of frame would the department desire for the firefighter/engineer, captain and chiefs?**

**A-6** A picture of the nameplate we are currently using will be provided on our website.

**Q-7 Can we bid on certain items (such as: firefighter badges and nameplates)?**

**A-7** Our intent is to award all to one vendor; however, the City reserves the right to award in lots if in the best interest of the City.

**Q-8 Could we please be provided the current/previous pricing lists for badges and nameplates?**

**A-8** Yes, that information will be posted on our website.

**Q-9 Could we please be provided the pictures for the firefighter badges and nameplates?**

**A-9** Yes, these will be available for view on the 11th and will be posted on our website.

**Q-10 Could pictures of the badge be provided with measurements?**

**A-10** Pictures will be posted on the website. The measurements are as follows:

FF-Eng: 2 1/8"H x 2 1/8"L
Cpt.-Chief: 1 5/8"H x 2 ¼"L

**Q-11 Does the sample for quality need to be an exact of your current badge or can it be similar in style?**

**A-11** No it does not, but details about the quality should be included in your proposal.

**Q-12 Could you please send the logos for items 1, 4 and 14?**

**A-12** Yes, they will be provided on our website.

**Q-13 Item #5 – Do you have a sample picture of the garment?**

**A-13** We can provide the current shirt during the meeting on August 11th and pictures will be posted on our website.

**Q-14 Item #10 – Does it have to have a hood?**

**A-14** Yes, a hood is required.

**Q-15 What style number or size name plate is the department currently wearing?**

**A-15** We are not providing specific style numbers. We will provide a sample of what we are using today, but we are open to options that your company has that fits our needs. We are not locked into a specific style. Pictures will be provided on our website.

**Q-16 The solicitation is asking for samples of lines 2 and 8 which are badges and a laser cut patch. Could you provide samples so that we could replicate and provide as a sample of our created version to you?**

**A-16** Yes, a picture of our current patch will be posted on our website.

**Q-17 Line item #10 – Is the department wanting a Hi vis 3-in-1 parka or a Hi vis first responder parka?**

**A-17** Please provide information for both.

**Q-18 In the evaluation criteria, it states the following: "Provide evidence of work product, ability to meet schedules, cooperation, and responsiveness". What is meant by "work product"?**

**A-18** Details about the product you plan on proposing to include: information about its quality and durability as well as, seeking samples of properly done alterations, insignia screening, patch installations, embroidery, etc.

**Q-19 May I get a copy of the pricing from the contract that is currently in place, detailing manufacturer, style #s and detailed descriptions for each item option?**

**A-19** That pricing sheet will be provided with this addendum.

**Q-20 Please provide specific item numbers for badges, seals, insignias, name plates, etc. along with details on finishes and differences for each rank.**

**A-20** Based on the discussion during the pre-proposal meeting we are not providing specific item numbers. We want to see the best options based on the vendor's style of badge. We will provide pictures and example on August 11th and on our website.

**Q-21 Can there be a time scheduled to review (see, touch, feel) the RFP items that the Fire Department is currently wearing?**

**A-21** That has been scheduled and given in addendum 1.

**Q-22 What is the current and/or acceptable lead time (turnaround time/pre-established time) for orders that require decoration and work (alterations, etc.)? This is the time frame after the specified proof of order as detailed in the SOW on page 29. We are looking for general expectations, realizing the time frame may alter +/- given the specific variables to each order. It is understood that those variables will be communicated to the City if time frame is greater than expectation.**

**A-22** There will be items that will take longer than others to supply. Timeframes for items that require alteration and decoration will take longer than badges. There is no way to give a specific timeframe from our end. Generally speaking for most items we would like to see items delivered within a weeks' time; however, there will be other items that we would expect to have in hand by the end of two weeks. The greatest issue for our department is that when you say we will have it that we get it by that date. Don't over promise.

**Q-23 Please list any specific manufacturer and item style #s that you would like to be specifically included in the RFP proposal.**

**A-23** We do not have specific manufacturers that we are requesting. We want each vendor to provide us information on their best quality product for the best dollar and to provide details about the product.

**Respondent shall acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.**

NAFECO
Name of Company

8/10/15
Date

Jack Griffin
Authorized Representative

Sales Representative
Title

# EXHIBIT E

# NAFECO INC.

*6215 Regency Parkway, Suite 975*
*Norcross, Georgia 30071*
*770-248-0049 FAX 770-248-0334*


**Quote Number** _____

## Quote

**Customer Information**

Name: Charleston Fire
Address:
City: State/Zip:
Attn:

Date: 12/8/2015
Order No.:
Expires: 1/8/2016
FOB:

| Item | Item Number | Description | Unit Price | Quantity | Total |
|---|---|---|---|---|---|
| | | collar pins rank rhod/gold plate | $9.00 | | |
| | | C.F.D. or scramble | | | |
| 5 | | shirt long sleeve blue or white | $34.00 | | |
| | | shirt short sleeve blue or white | $31.00 | | |
| | 605113 | boot haix wildland ems | $247.25 | | |
| | J24172 | tingley 3-n-1 icon jacket w/ liner | | | |
| | J72003 liner | 3" letters on jacket/liner embroidered | | | |
| | | S-XL | $99.00 | | |
| | | 2XL-5XL | $109.00 | | |
| | P23122 | tingley pants to match jacket | | | |
| | | S-XL | $38.00 | | |
| | | 2XL-5XL | $40.00 | | |
| | 48033 | 5.11 tact parka 3n1 3" letters on back | | | |
| | | parka/liner embroidered left chest | | | |
| | | S-XL | $189.00 | | |
| | | 2XL-4XL | $208.00 | | |
| | | tshirt 100%cotton navy | | | |
| | | S-XL | $7.00 | | |
| | | 2XL-3XL | $9.00 | | |
| | | 4XL-5XL | $9.75 | | |
| | | tshirt 99ctn/1poly grey | | | |
| | | S-XL | $7.00 | | |
| | | 2XL-3XL | $9.00 | | |
| | | 4XL-5XL | $9.75 | | |
| 1 | | Polo shirt 100% cotton | $32.00 | | |
| new | | BDU pants for recruits 100% cotton | $25.00 | | |
| 2 | | Badges assorted | | | |
| | | gold plate | $62.50 | | |
| | | rhodium | $46.50 | | |
| 3 | | Nameplates with Charleston logo | $27.00 | | |
| 6 | | Ties black 18", 20", 4-in-hand | $6.00 | | |
| 7 | | Dress class A coat | | | |
| | | 36-50 | $265.00 | | |
| | | 52-56 | $280.00 | | |
| 7 | | Dress pants | | | |
| | | 30-42 | $80.00 | | |

| | | | | | |
|---|---|---|---|---|---|
| | | 44-50 | $88.00 | | |
| 8 | | Emblems | $1.75 | | |
| 9 | | Cap firefighter | $40.00 | | |
| 9a | | Cap captain | $40.00 | | |
| 9b | | Cap chief | $88.00 | | |
| new | | Station jacket navy w/ scotchlite | $58.00 | | |
| 11 | | Dress shoes | $92.00 | | |
| 13 | | Belt 1 1/2 " plain | | | |
| | | 28-42 | $18.00 | | |
| | | 44-56 | $20.00 | | |
| 14 | | Cap flexfit | $15.00 | | |
| | | | | | |
| | | | | | |
| | | | | | |
| ***Standard oversize charges will apply.*** | | | | | |
| | | | | | |

If you have any questions concerning
this quote please call 1-800-628-6233.

| | |
|---|---|
| ***Shipping*** | |
| ***Tax*** | |
| ***Other*** | |
| ***Quote Total*** | |

Salesperson **John Head 770-248-0049**
**Cell 404-314-0924**

3d.)

# COMMITTEE / COUNCIL AGENDA

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Laura S. Cabiness **DEPT:** Public Services

**SUBJECT:** MARKET/CONCORD STREET DEEP TUNNEL INSPECTION

**REQUEST:** Approval to establish a contract for the Market/Concord Streets Deep Tunnel Stormwater Inspection with Salmons Dredging Corp., PO Box 42, Charleston, SC 29402. Solicitation #15-P036R

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | ☐ | ☐ | | ☐ |
| Cap. Proj. Cmte. Chair | ☐ | ☐ | | ☐ |
| Laura S. Cabiness | X | ☐ | Laura S. C. | ✓ |
| Procurement Director | X | ☐ | Gary Cay | ☐ |

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

If yes, provide the following: Dept./Div.: 050320 Account #: 52842

Balance in Account $118,575.00 Amount needed for this item $118,575.00

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

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

**CFO's Signature:** Amy Wharam

***FISCAL IMPACT:***

**Mayor's Signature:** _____

Joseph P. Riley, Jr., Mayor

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

# Score-Sheet

## Market/Concord Deep Tunnel Inspection RFP
## November 18, 2015
## Solicitation #: 15-P036R

| Firm | Scores of Scorers | | | | Total Score |
|---|---|---|---|---|---|
| Specialty Diving of LA, Inc. | 65 | 43 | | | 108 |
| Salmons Dredging Corp. | 90 | 86 | | | 176 |
| | | | | | |
| | | | | | |

Gloria Cox 11/18/15
Buyer Date

Chenette Singleton 11-18-15
Witness Date

Ways and Means
Insert #3(d)

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

**AGREEMENT BETWEEN THE CITY OF CHARLESTON AND SALMONS DREDGING CORP. FOR THE MARKET/CONCORD STORMWATER DEEP TUNNEL INSPECTION**

THIS AGREEMENT is entered into this _____ day of _____, 20__ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Salmons Dredging Corp. hereinafter referred to as "Contractor").

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

## §1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish the Market/Concord Stormwater Deep Tunnel Inspection in accordance with Solicitation #15-P036R and any and all addenda. All attachments and exhibits listed below shall be incorporated herein:

Exhibit A: Solicitation #15-P036R (the "Request for Proposal")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal Response (the "Work")
Exhibit E: Contractor's Pricing Proposal

1. The Contractor shall safely, diligently and in a professional and timely manner perform, with its own equipment and assets, and provide goods and/or services as described in Exhibit A, Exhibit B, Exhibit D and Exhibit E as approved by the City in fulfilling its obligations as set forth in this Agreement. The City also reserves the right to request any additional goods and/or services as it relates to this solicitation if the need arises and is in the best interest of the City. Unless modified in writing by the parties hereto, the duties of the Contractor shall not be construed to exceed the provision of the goods and/or services pertaining to this Agreement.

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

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

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B and Exhibit D as approved by the City and the proposed pricing for such work as shown in

5. Safe Work Practices -

Salmons Dredging Corporation employees will be required to abide by PSM employer's safety work practices during operations such as lockout/tagout, confined space entry, opening process equipment or piping, and controls over entrance to the facility. Safe work practices will be covered during site-specific training. Training will be documented.

6. Hot Work -

Before cutting or welding is permitted at a work site, the area must be inspected by the individual responsible for authorizing cutting and welding operations at the Company we are performing work for. Salmons Dredging Corporation employees will not be allowed to perform hot work until a hot work permit is obtained from the employer's designated representative. The permit shall document that provisions of CFR 1910.252 (a) have been met.

7. Incident Investigations -

Employees must immediately report all accidents, injuries and near misses to their Site Supervisor, who will then notify the correct Company individuals. An incident investigation must be initiated within 48 hours. Resolutions and corrective actions must be documented and maintained for five years.

8. Trade Secrets -

Salmons Dredging Corporation employees will respect the confidentiality of trade secret information when any Process Safety Information is released to them.

## 30. DISCIPLINARY PROGRAM

1. It is the sincere desire of Salmons Dredging Corporation to eliminate all occupational injuries/illnesses through job safety education and training, to protect the general public at all times and at all costs and to reduce the possibility of damage to equipment and property by strictly following the guidelines set forth in this safety and accident prevention plan. Salmons Dredging Corporation supervisors are committed to providing all employees a safe environment to work. It is the responsibility of each supervisor to enforce and ensure that the corporate safety program is strictly adhered to the highest degree. Upper management shall conduct quarterly reviews of the safety program to ensure that the most up to date regulations are being followed. These quarterly reviews are unannounced to the job-sites. Violations found on the job-sites indicate a lack of commitment to the company safety goals and upper management shall be held responsible for implementing immediate corrective actions. Upper management team members shall be disciplined accordingly for lack of implementation and adherence to the corporate safety plan.

2. All employees are encouraged to provide input concerning the corporate safety program. Our safety program is enforced through various levels of employment. The President, Operations Manager, Safety Manager / Project Manager, and Project Superintendent / Foreman are all responsible for enforcing the safety program. We encourage all employees to make safety part of their daily lives. At the job-site level, the project superintendent is responsible on a daily basis to ensure that the safety program is being followed. This includes site specific safety plans as well as corporate safety plans. The Safety Manger / Project Manager perform weekly inspections and also helps enforce the safety program. Any deficient items pertaining to safety are quickly addressed and remedied to provide a safe working environment for all employees. The Operations Manager and President receive weekly safety statistics from the job-sites. All near misses are examined in detail to provide a learning experience for all employees.

**3. A safety violation occurs when a corporate or job-site specific regulation has been breached. The corporate safety manual and job-site specific safety manual provide the rules for safety. Not following written or verbal safety procedures is a safety violation. This can range from not wearing the proper PPE safety gear, horseplay on the job-sites, improper lifting procedures, faulty rigging, and abuse of selected PPE.**

**4. If a safety violation occurs, the Superintendent schedules an appointment with the violator and informs the individual of the rule or procedure that was violated. This violation is recorded in the employee's personnel file. This consultation is recorded and signed by the employee. The consultation may include the following individuals from the company: Superintendent, Safety Manager / Project Manager, and Operations Manager. At this meeting, the safety rule that was violated is clearly explained to the employee and a detailed corrective action process also explained. It is the company's sincere desire to eliminate all accidents.**

SALMONS DREDGING CORPORATION

**Richard W. Salmons, Jr.**
**President**

Date: July 30, 2015

# Salmons Dredging Corporation

## SAFE RIGGING PRACTICES

**January 1, 2015**

**TO:** All Concerned

**PROJECT:** Salmons Dredging Terminal and All Project Locations

The following practices should be strictly followed by all personnel performing rigging operations. Violations of these practices can cause serious injury or death.

1. Do not guess, play hunches or take chances with rigging operations. If there is anything you are not sure about, consult the project Rigging Supervisor or Superintendent.

2. Report defects in rigging materials or practices to the project Rigging Supervisor, Superintendent or Job Site Safety and Health Representative. Any rigging materials found to be defective will be immediately tagged-out and removed from service. Do not tolerate the unsafe practices of anyone.

3. Do not work aloft if you feel sick, nervous or extremely cold.

4. Wear trim fitting clothing: No baggy shirts, jackets or pants. No torn cuffs or loose ends.

5. Wear applicable personal safety protection equipment; boots, gloves, safety glasses, ear protection, fall protection, etc… as required. Make sure your hard hat fits snugly.

6. Use approved personal fall protection equipment/devices when required by work conditions in accordance with OSHA

requirements.

7. Practice good housekeeping. Keep your gear picked up, clean and in safe condition. Remove all rigging materials from the immediate work area when not in use. Properly store all rigging materials in accordance with manufacturer's recommendations.

8. All rigging equipment shall be inspected as specified by the manufacturer by a competent person, before and during each work shift as often as required to ensure its safe condition.

9. Do not ride any load. Use only approved and inspected man-baskets.

10. Stay out from under suspended loads, scaffolding or ladders. Never work under suspended loads.

11. Do not swing a load over anyone without warning.

12. Keep your hands off suspended loads whenever possible.

13. Use tag lines on all loads where one end may rise suddenly due to an off-center lift.

14. Use tag lines on all loads when required by high wind conditions.

15. Determine the safe working load of all rigging materials and do not exceed the safe working load under any condition. Shackles shall not be eccentrically loaded. Do not use a bent shackle or bent shackle-pin.

16. Never allow metallic or wet rigging to approach within ten feet of an energized electric line. This includes booms, loads, wire rope and manila taglines,etc… Use a trained spotter during all operations around energized electric lines. Get the power lines relocated or de-energized as necessary.

17. Before critical lifts, check the weight of the lift and consult the capacity of the crane at the required boom-radius, per the load-rating chart. Prepare a critical lift plan as required. Make a trial lift in the open, using the greatest boom radius that will be used during the lift. Test the brakes after raising the load a few inches.

18. Do not pull the load-block to one side to attach it to the load. Center the boom point directly over the load before hooking up.

19. Make certain that the load-rating chart is visible from the crane operator's seat at all times.

20. Use only approved, recognized, hand signals during a lift.

21. Never oil, fuel, check the water or adjust moving parts of a crane, while it is in motion.

22. Use only access ladders provided by the manufacturer for climbing up or down cranes.

23. Operate cranes on firm level ground or use mats if required.

24. Keep your hands out of pinch-points when hooking, coupling or hitching rigging.

25. Keep manila rope tag lines dry and clean. Protect from acid. Routinely inspect the center strands for rotting.

26. Protect rope from short bends by using wood softeners or other padding. Protect it from chafing and kinks. Make sure kinks are pulled into slings as the load-block goes up.

27. Allow a safety factor of at least four for slings in good condition. Allow a safety factor of at least six for slings in fair condition. Never use a sling in poor condition.

28. Keep welding leads and electrodes away from wire rope. Report burned rope immediately.

29. The larger the angle between bridle-slings, the more stress in each sling and the more compression in the load. Double check rigging when the sling angle exceeds 60 degrees.

30. Coil and uncoil wire rope as if it were tape. The coil or real must revolve if coiling is done properly.

31. Never pull sideways on a lifting lug. Be particularly careful of this when turning loads.

32. Make certain that safety latches are in place on all load-blocks/snatch-blocks/balls/hooks, etc… and that they are in good working order. Inspect safety latches frequently. Keep all blocks clean and well lubricated. Stay out of the bite of a line formed by a snatch-block.

33. Do not leave a handle in a jack when it is under a load.

34. Most importantly, ALWAYS BE ALERT.

Richard W. Salmons, Jr.
President

**Salmons Dredging Corporation**

**Confined Space Entry Program**

# ***Master Plan***

## Purpose

This Confined Space Entry Program is provided to protect authorized employees who will enter confined spaces and may be exposed to hazardous atmospheres, engulfment in materials, conditions which may trap or asphyxiate due to converging or sloping walls, or contains any other safety or health hazards. Reference: *OSHA-Permit-Required Confined Spaces* (29 CFR 1910.146, 29 CFR 1915 Subpart B and NAVSEA). For the purpose of this program, we consider all confined spaces to be Permit Required Confined Spaces (PRCS) and not Non-Permit Required Confined Spaces (NPRCS).

## Responsibilities

### Management – Confined Space Competent Person (CSCP)

- CSCP has thorough knowledge of OSHA's Confined Space Standard, 29 CFR 1910.146 and ANSI Z117.1
- Has full authority to supervise and influence work in confined spaces
- Ensure confined space assessments have been conducted
- Ensure all permit required confined spaces are posted
- Enforce confined space permits for entry into PRCS
- Evaluate Rescue Teams/Local Responders to ensure they are capable of rescue from specific confined spaces
- Ensure proper training for entry & rescue teams
- Provide proper equipment for entry & rescue teams
- Ensure rescue team at access during entry into spaces with IDLH atmosphere
- Annually review this program and all Entry Permits

### Employees

- Follow program requirements
- Report any previously un-identified hazards associated with confined spaces

**Entry Supervisor – (Can be CSCP)**

Entry supervisors are responsible for the overall permit space entry and must coordinate all entry procedures, tests, permits, equipment and other relevant activities. The following entry supervisor duties are required:

- Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure
- Verifies, by checking that the appropriate entries have been made on the permit, all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin
- Terminate the entry and cancel the permit when the entry is complete and there is a need for terminating the permit
- Verify that rescue services are available and that the means for summoning them are operable
- Remove unauthorized persons who enter or attempt to enter the space during entry operations
- Determine whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space that entry operations remain consistent with the permit terms and that acceptable entry conditions are maintained.

**Entry Attendants – (Can be CSCP)**

At least one attendant is required outside the permit space into which entry is authorized for the duration of the entry operation. Responsibilities include:

- To know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure
- To be aware of possible behavioral effects of hazard exposure on entrants
- To continuously maintain an accurate count of entrants in the permit space and ensures a means to accurately identify authorized entrants
- To remain outside the permit space during entry operations until relieved by another attendant (once properly relieved, they may participate in other permit space activities, including rescue if they are properly trained and equipped).
- To communicate with entrants as necessary to monitor entrant status and alert entrants of the need to evacuate.
- To monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the entrants to immediately evacuate if: the attendant detects a prohibited condition, detects entrant behavioral effects of hazard exposure, detects a situation outside the space that could endanger the entrants; or if the attendant cannot effectively and safely perform all the attendant duties.
- To summon rescue and other emergency services as soon as the attendant determines the entrants need assistance to escape the permit space hazards.

- To perform non-entry rescues as specified by that rescue procedure and entry supervisor
- Not to perform duties that might interfere with the attendants' primary duty to monitor and protect the entrants.
- To take the following action when unauthorized persons approach or enter a permit space while entry is under way:
    1. Warn the unauthorized persons that they must stay away from the permit space,
    2. Advise unauthorized persons that they must exit immediately if they have entered the space, and
    3. Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space.

**Entrants**

All entrants must be authorized by the entry supervisor to enter permit spaces, have received the required training, used the proper equipment, and observes the entry procedures and permit. The following entrant duties are required:

- Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;
- Properly use the equipment required for safe entry;
- Communicate with the attendant as necessary to enable the attendant to monitor the status of the entrants and to enable the attendant to alert the entrants of the need to evacuate the space if necessary;
- Alert the attendant whenever; the entrant recognizes any warning signs or symptoms of exposure to a dangerous situation, or any prohibited condition is detected; and
- Exit the permit space as quickly as possible whenever; the attendant or entry supervisor gives an order to evacuate the permit space, the entrant recognized any warning signs or symptoms of exposure to a dangerous situation, the entrant detects a prohibited condition, or an evacuation alarm activated.

## Hazards

- Explosive / Flammable Atmospheres
- Toxic Atmospheres
- Engulfment
- Asphyxiation
- Entrapment
- Slips & falls
- Chemical Exposure
- Electric Shock
- Thermal / Chemical Burns
- Noise & Vibration

## Hazard Control

### Engineering Controls

- Locked entry points
- Temporary ventilation
- Temporary Lighting

### Administrative Controls

- Signs
- Employee training
- Entry procedures
- Atmospheric Monitoring
- Rescue procedures
- Use of prescribed PPE

## Definitions

**Confined space:**

Is large enough or so configured that an employee can bodily enter and perform work.

Has limited or restricted means for entry or exit (i.e. tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry).

Is not designed for continuous employee occupancy.

**Permit required confined space (permit space),** is a confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere.
2. Contains a material that has the potential for engulfing an entrant.
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly covering walls or by a floor which slopes downward and tapers to a smaller cross-section.
4. Contains any other recognized serious safety or health hazard.

Each Permit-Required Confined Space should be marked "Confined Space - Entry Permit Required".

## Entry Standard Operating Procedures

A Standard Operating Procedure (SOP) has been developed for each space to standardize the entry procedure. The SOP outlines:

- Hazards
- Hazard Control & Abatement
- Acceptable Entry Conditions
- Means of Entry
- Entry Equipment Required
- Emergency Procedures

## Permit Required Confined Space Entry General Rules

During all Confined Space Entries, the following Safety Rules must be strictly enforced:

1. Only Authorized and Trained Employees may enter a Confined Space or act as Safety Watchmen.

2. No Smoking is permitted in a Confined Space or near entrance/exit area.

3. During Confined Space Entries, a Safety Watchmen must be present at all times.

4. Constant visual or voice communication will be maintained between the Safety Watchmen and Employees entering a Confined Space.

5. No bottom or side entry will be made or work conducted below the level any hanging material or material which could cause engulfment.

6. Air and Oxygen Monitoring is required before entering any Permit-Required Confined Space. Oxygen levels in a Confined Space must be between 19.5 and 23.5 percent. Levels above or below will require the use of an SCBA or other approved air supplied respirator. Additional ventilation and Oxygen Level Monitoring is required when welding is performed. The monitoring will check Oxygen Levels, Explosive Gas Levels and Carbon Monoxide Levels. Entry will not be permitted if explosive gas is detected above 10% the Lower Explosive Limit (LEL).

7. To prevent injuries to others, all openings to Confined Spaces will be protected by a barricade when covers are removed.

## Confined Space Entry Procedures

Each employee who enters or is involved in the entry must:

1. Understand the procedures for confined Space Entry

2. Know the Hazards of the specific space

3. Review the specific procedures for each entry

4. Understand how to use entry and rescue equipment

## Confined Space Entry Permits

Confined Space Entry Permits must be completed before any Employee enters a Permit-Required Confined Space. The Permit must be completed and signed by an Authorized Member of Management before entry.

- Permits will expire before the completion of the shift or if any pre-entry conditions change. Permits will be maintained on file for 12 months.

## Contractor Entry

All work by non-company employees that involves the entry into confined spaces will follow the procedures of this program. The information of this program and specific hazards of the confined spaces to be entered will be provided to Contractor Management prior to commencing entry or work.

## Training

Training for Confined Space Entry includes:

1. Duties of Entry Supervisor, Entrant and Attendants
2. Confined Space Entry permits
3. Hazards of Confined Spaces
4. Use of Air Monitoring Equipment
5. First Aid and CPR Training
6. Emergency Action & Rescue Procedures
7. Confined Space Entry & Rescue Equipment
8. Rescue Training, including entry and removal from representative spaces

## Confined Space Hazards

### Flammable Atmospheres

A flammable atmosphere generally arises from enriched oxygen atmospheres, vaporization of flammable liquids, byproducts of work, chemical reactions, concentrations of combustible dusts, and desorption of chemical from inner surfaces of the confined space.

An atmosphere becomes flammable when the ratio of oxygen to combustible material in the air is neither too rich nor too lean for combustion to occur. Combustible gases or vapors will accumulate when there is inadequate ventilation in areas such as a confined space. Flammable gases such as acetylene, butane, propane, hydrogen, methane, natural or manufactured gases or vapors from liquid hydrocarbons can be trapped in confined spaces, and since many gases are heavier than air, they will seek lower levels as in pits, sewers, and various types of storage tanks and vessels. In a closed top tank, it should also be noted that lighter than air gases may rise and develop a flammable concentration if trapped above the opening.

The byproducts of work procedures can generate flammable or explosive conditions within a confined space. Specific kinds of work such as spray painting can result in the release of explosive gases or vapors. Welding in a confined space is a major cause of explosions in areas that contain combustible gas.

Chemical reactions forming flammable atmospheres occur when surfaces are initially exposed to the atmosphere, or when chemicals combine to form flammable gases. This condition arises when dilute sulfuric acid reacts with iron to form hydrogen or when calcium carbide makes contact with water to form acetylene. Other examples of spontaneous chemical reactions that may produce explosions from small amounts of unstable compounds are acetylene-metal compounds, peroxides, and nitrates. In a dry state, these compounds have the potential to explode upon percussion or exposure to increased temperature. Another class of chemical reactions that form flammable atmospheres arise from deposits of pyrophoric substances (carbon, ferrous oxide, ferrous sulfate, iron, etc.) that can be found in tanks used by the chemical and petroleum industry. These tanks containing flammable deposits will spontaneously ignite upon exposure to air.

Combustible dust concentrations are usually found during the process of loading, unloading, and conveying grain products, nitrated fertilizers, finely ground chemical products, and any other combustible material. High charges of static electricity which rapidly accumulate during periods of relatively low humidity (below 50%), can cause certain substances to accumulate electrostatic charges of sufficient energy to produce sparks and ignite a flammable atmosphere. These sparks may also cause explosions when the right air or oxygen to dust or gas mixture is present.

**Toxic Atmospheres**

The substances to be regarded as toxic in a confined space can cover the entire spectrum of gases, vapors, and finely-divided airborne dust in industry. The sources of toxic atmospheres encountered may arise from the following:

1. The manufacturing process (for example, in producing polyvinyl chloride, hydrogen chloride is used as will as vinyl chloride monomer, which is carcinogenic).

2. The product stored [removing decomposed organic material from a tank can liberate toxic substances, such as hydrogen sulfide ($H_2S$)].
3. The operation performed in the confined space (for example, welding or brazing with metals capable of producing toxic fumes).

During loading, unloading, formulation, and production, mechanical and/or human error may also produce toxic gases which are not part of the planned operation.

Carbon monoxide (CO) is a hazardous gas that may build up in a confined space. This odorless, colorless gas that has approximately the same density as air is formed from incomplete combustion of organic materials such as wood, coal, gas, oil, and gasoline; it can be formed from microbial decomposition of organic matter in sewers, silos, and fermentation tanks. Carbon monoxide is an insidious toxic gas because of its poor warning properties. Early stages of CO intoxication are nausea and headache. Carbon monoxide may be fatal at 1000 ppm in air, and is considered dangerous at 200 ppm, because it forms carboxyhemoglobin in the blood which prevents the distribution of oxygen in the body.

Carbon monoxide is a relatively abundant colorless, odorless gas, therefore, any untested atmosphere must be suspect. It must also be noted that a safe reading on a combustible gas indicator does not ensure that CO is not present. Carbon monoxide must be tested for specifically. The formation of CO may result from chemical reactions or work activities, therefore fatalities due to CO poisoning are not confined to any particular industry. There have been fatal accidents in sewage treatment plants due to decomposition products and lack of ventilation in confined spaces. Another area where CO results as a product of decomposition is in the formation of silo gas in grain storage elevators. In another area, the paint industry, varnish is manufactured by introducing the various ingredients into a kettle, and heating them in an inert atmosphere, usually town gas, which is a mixture of carbon dioxide and nitrogen.

In welding operations, oxides of nitrogen and ozone are gases of major toxicologic importance, and incomplete oxidation may occur and carbon monoxide can form as a byproduct.

Another poor work practice, which has led to fatalities, is the recirculation of diesel exhaust emissions. Increased CO levels can be prevented by strict control of the ventilation and the use of catalytic convertors.

**Irritant (Corrosive) Atmospheres**

Irritant or corrosive atmospheres can be divided into primary and secondary groups. The primary irritants exert no systemic toxic effects (effects on the entire body). Examples of primary irritants are chlorine, ozone, hydrochloric acid, hydrofluoric acid, sulfuric acid, nitrogen dioxide, ammonia, and sulfur dioxide. A secondary irritant is one that may produce systemic toxic effects in addition to surface irritation. Examples of secondary

irritants include benzene, carbon tetrachloride, ethyl chloride, trichloroethane, trichloroethylene, and chloropropene.

Irritant gases vary widely among all areas of industrial activity. They can be found in plastics plants, chemical plants, the petroleum industry, tanneries, refrigeration industries, paint manufacturing, and mining operations.

Prolonged exposure at irritant or corrosive concentrations in a confined space may produce little or no evidence of irritation. This may result in a general weakening of the defense reflexes from changes in sensitivity. The danger in this situation is that the worker is usually not aware of any increase in his/her exposure to toxic substances.

**Asphyxiating Atmospheres**

The normal atmosphere is composed approximately of 20.9% oxygen and 78.1% nitrogen, and 1% argon with small amounts of various other gases. Reduction of oxygen in a confined space may be the result of either consumption or displacement.

The consumption of oxygen takes place during combustion of flammable substances, as in welding, heating, cutting, and brazing. A more subtle consumption of oxygen occurs during bacterial action, as in the fermentation process. Oxygen may also be consumed during chemical reactions as in the formation of rust on the exposed surface of the confined space (iron oxide). The number of people working in a confined space and the amount of their physical activity will also influence the oxygen consumption rate.

A second factor in oxygen deficiency is displacement by another gas. Examples of gases that are used to displace air, and therefore reduce the oxygen level are helium, argon, and nitrogen. Carbon dioxide may also be used to displace air and can occur naturally in sewers, storage bins, wells, tunnels, wine vats, and grain elevators. Aside from the natural development of these gases, or their use in the chemical process, certain gases are also used as inerting agents to displace flammable substances and retard pyrophoric reactions. Gases such as nitrogen, argon, helium, and carbon dioxide, are frequently referred to as non-toxic inert gases but have claimed many lives. The use of nitrogen to inert a confined space has claimed more lives than carbon dioxide. The total displacement of oxygen by nitrogen will cause immediate collapse and death. Carbon dioxide and argon, with specific gravities greater than air, may lie in a tank or manhole for hours or days after opening. Since these gases are colorless and odorless, they pose an immediate hazard to health unless appropriate oxygen measurements and ventilation are adequately carried out.

Oxygen deprivation is one form of asphyxiation. While it is desirable to maintain the atmospheric oxygen level at 21% by volume, the body can tolerate deviation from this ideal. When the oxygen level falls to 17%, the first sign of hypoxia is a deterioration to night vision which is not noticeable until a normal oxygen concentration is restored. Physiologic effects are increased breathing volume and accelerated heartbeat. Between 14-16% physiologic effects are increased breathing volume, accelerated heartbeat, very

poor muscular coordination, rapid fatigue, and intermittent respiration. Between 6-10% the effects are nausea, vomiting, inability to perform, and unconsciousness. Less than 6%, spasmatic breathing, convulsive movements, and death in minutes.

**Mechanical Hazards**

If activation of electrical or mechanical equipment would cause injury, each piece of equipment should be manually isolated to prevent inadvertent activation before workers enter or while they work in a confined space. The interplay of hazards associated with a confined space, such as the potential of flammable vapors or gases being present, and the build-up of static charge due to mechanical cleaning, such as abrasive blasting, all influence the precautions which must be taken.

To prevent vapor leaks, flashbacks, and other hazards, workers should completely isolate the space. To completely isolate a confined space, the closing of valves is not sufficient. All pipes must be physically disconnected or isolation blanks bolted in place. Other special precautions must be taken in cases where flammable liquids or vapors may re-contaminate the confined space. The pipes blanked or disconnected should be inspected and tested for leakage to check the effectiveness of the procedure. Other areas of concern are steam valves, pressure lines, and chemical transfer pipes. A less apparent hazard is the space referred to as a void, such as double walled vessels, which must be given special consideration in blanking off and inerting.

***Thermal Effects***

Four factors influence the interchange of heat between people and their environment. They are: (1) air temperature, (2) air velocity, (3) moisture contained in the air, and (4) radiant heat. Because of the nature and design of most confined spaces, moisture content and radiant heat are difficult to control. As the body temperature rises progressively, workers will continue to function until the body temperature reaches approximately 102°F. When this body temperature is exceeded, the workers are less efficient, and are prone to heat exhaustion, heat cramps, or heat stroke. In a cold environment, certain physiologic mechanisms come into play, which tend to limit heat loss and increase heat production. The most severe strain in cold conditions is chilling of the extremities so that activity is restricted. Special precautions must be taken in cold environments to prevent frostbite, trench foot, and general hypothermia.

Protective insulated clothing for both hot and cold environments will add additional bulk to the worker and must be considered in allowing for movement in the confined space and exit time. Therefore, air temperature of the environment becomes an important consideration when evaluating working conditions in confined spaces.

***Noise***

Noise problems are usually intensified in confined spaces because the interior tends to cause sound to reverberate and thus expose the worker to higher sound levels than those

found in an open environment. This intensified noise increases the risk of hearing damage to workers which could result in temporary or permanent loss of hearing. Noise in a confined space which may not be intense enough to cause hearing damage may still disrupt verbal communication with the emergency standby person on the exterior of the confined space. If the workers inside are not able to hear commands or danger signals due to excessive noise, the probability of severe accidents can increase.

***Vibration***

Whole body vibration may affect multiple body parts and organs depending upon the vibration characteristics. Segmental vibration, unlike whole body vibration, appears to be more localized in creating injury to the fingers and hands of workers using tools, such as pneumatic hammers, rotary grinders or other hand tools which cause vibration.

***Other Hazards***

Some physical hazards cannot be eliminated because of the nature of the confined space or the work to be performed. These hazards include such items as scaffolding, surface residues, and structural hazards. The use of scaffolding in confined spaces has contributed to many accidents caused by workers or materials falling, improper use of guard rails, and lack of maintenance to insure worker safety. The choice of material used for scaffolding depends upon the type of work to be performed, the calculated weight to be supported, the surface on which the scaffolding is placed, and the substance previously stored in the confined space.

Surface residues in confined spaces can increase the already hazardous conditions of electrical shock, reaction of incompatible materials, liberation of toxic substances, and bodily injury due to slips and falls. Without protective clothing, additional hazards to health may arise due to surface residues.

Structural hazards within a confined space such as baffles in horizontal tanks, trays in vertical towers, curves or bends in tunnels, overhead structural members, or scaffolding installed for maintenance constitute physical hazards, which are exacerbated by the physical surroundings. In dealing with structural hazards, workers must review and enforce safety precautions to assure safety.

Salmons Dredging Corporation

Richard W. Salmons, Jr.
President

# SALMONS CONFINED SPACE ENTRY PERMIT

Date:

Site location or description:

Purpose of entry:

| Supervisor(s) in charge of crews: | Type of crew (welding, plumbing, etc) | Phone #: |
|---|---|---|
| | | |
| | | |

Permit duration:

Communication procedures (including equipment):

Rescue procedures (also see emergency contact phone numbers at end of form):

| REQUIREMENTS COMPLETED (Put N/A if item doesn't apply) | DATE | TIME | REQUIREMENTS COMPLETED (Put N/A if item doesn't apply) | DATE | TIME |
|---|---|---|---|---|---|
| Lockout/De-energize/Try-out | | | Supplied Air Respirator (N/A if alternate entry) | | |
| Line(s) Broken-Capped-Blank | | | Respirator(s) (Air Purifying) | | |
| Purge-Flush and Vent | | | Protective Clothing | | |
| Ventilation | | | Full Body Harness w/ "D" ring | | |
| Secure Area (Post and Flag) | | | Emergency Escape Retrieval Equip | | |
| Lighting (Explosive Proof) | | | Lifelines | | |
| Hotwork Permit | | | Standby safety personnel (N/A if alternate entry) | | |
| Fire Extinguishers | | | Resuscitator—Inhalator (N/A if alternate entry) | | |

**Add other specific information, if needed, or attach additional instructions or requirements. See the following examples in bold print.**

| | | | |
|---|---|---|---|
| **Line(s) to be bled/blanked:** | | | |
| **Ventilation equipment:** | | | |
| **PPE clothing:** | | | |
| **Respirator(s):** | | | |
| **Fire extinguisher(s):** | | | |
| **Emergency retrieval equipment:** | | | |

# SALMONS CONFINED SPACE ENTRY PERMIT

| AIR MONITORING | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Substance Monitored** | | **Permissible Levels** | | **Monitoring Results** | | | | | | |
| Time monitored (put time)<br>Percent Oxygen | | Record the time<br>19.5% to 23.5% | | | | | | | | |
| LEL/LFL | | Under 10% | | | | | | | | |
| Toxic 1: | | _____ PEL | ____STEL | | | | | | | |
| Toxic 2: | | _____ PEL | ____STEL | | | | | | | |
| Toxic 3: | | _____ PEL | ____STEL | | | | | | | |
| Toxic 4: | | _____ PEL | ____STEL | | | | | | | |
| | | | | | | | | | | |

**REMARKS:**

_____

_____

| Air Tester Name | ID# | Instrument(s) Used<br>(For example: oxygen meter, combustible gas indicator, etc.) | Model # or Type | Serial# or Unit |
|---|---|---|---|---|
| | | | | |
| | | | | |

**ATTENDANTS AND ENTRANTS**

| Attendant(s)<br>(Required for all confined space work except alternate entry) | ID# | Confined Space Entrant(s) | ID# |
|---|---|---|---|
| | | | |
| | | | |

**REMARKS:**

_____

_____

**SUPERVISOR AUTHORIZATION - ALL CONDITIONS SATISFIED**

Department or phone number: _____

**EMERGENCY CONTACT PHONE NUMBERS:**

AMBULANCE: _____ FIRE: _____ SAFETY: _____ RESCUE TEAM: _____ OTHER: _____

LET IT BE KNOWN THAT

JOHN D. LARES

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

DUSTIN NICHOLSON

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

MIKE WELLWITZ

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

CLINT CHALMERS

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

KEITH SIMMONS

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.


**SAFETY CONCEPTS**

SAFETY DOESN T COST, SAFETY PAYS

Box 231

10612-D Providence Road

Charlotte, NC 28277

704-577-3985


Remember-YOU dictate the safety for all and can act on all needs as they arrise.

NOTE: The information discussed includes Federal OSHA regulations 1910.146 - confined space entry. State, County or local regulations may supercede these Federal OSHA standards.

SALMONS

# SALMONS DREDGING CORPORATION

Marine Contractors Since 1919

Post Office Box
Charleston, SC 294
Tel: (843) 722-29
Fax: (843) 723-46
www.salmonsdredging.c

## CONFINED SPACE EQUIPMENT SPECS

1. Ram Fan Ventilation Blower. Model # EG8200/EFI 150- 16" Ventilator 115 volts. Will only run off of Big Honda Generator (Honda em6500SX).
   4,459 cfm free air flow
   3,179 cfm with one 90$^0$ turn in reinforced ventilation duct.
2. Reinforced Ventilation Duct. Part # FDT-162 Standard 16" reinforced duct 25' sections. We have (seven) sections.
3. 16" Reinforced Duct Coupling. Part # DC1616" Duct Coupler. We have (six)
4. Interspiro Divator MK II Face Mask. A low volume positive pressure breathing air mask with two way communications. We have (four).
5. Divers breathing hose, we have four 3/8"umbilicals by two different manufacturers.
   (1) Armstrong Hose, Part # TB130hy-2500. Working Pressure 250 psi, Burst Pressure 1000 psi.
   (2) Cortland Hose, Part # FBL06, size 3/8" with a working pressure of 500 psi.
6. Gas Meters; Manufactured by BW Technologies a division of Honeywell. Is a Quatro Four Gas Meter, capable of continuous monitoring with an audio alarm.
7. Dive Compressors:
   (1) Quincy 340 shallow air package capable of 23 cfm of free air.
   (2) Quincy 325 Shallow Air Package capable of 19 cfm of free air.
8. Safewaze Fall Protection:
   (1) Safewaze Full Body Harness, model # 3M 1052 Feather Harness
   (2) Safewaze Universal Harness, Part # 10910
   (3) 11 Foot Retractable Lanyard, Part # 3M THOR MS-11.
   (4) 50 Foot Retractable Lanyard, Part # Class B Model 205G-50.
   (5) Tripod, Model # Safewaze M-10
9. Atlantic VHF Radios
10. Amron Diver Radios to be used in conjunction with the diver's umbilical's and Interspiro Divator MK II Full Face Mask. Models 2825 & 2810.

**SAFETY CONCEPTS INC.**
KNOWLEDGE. EQUIPMENT. ATTITUDE.

# CERTIFICATE OF CALIBRATION

Date: February 19, 2015

Company Name: **Salmon's Dredging**
Service work order: **2191501**

Manufacturer: **BW Technologies**
Model: **GasAlert Quattro**
Serial Number: **QA110-021232**

The above referred instrument has been calibrated in accordance with the manufacturer's specifications outlined in the manual. The instrument has passed all start-up diagnostics and is responding.
The instrument was calibrated in an office environment (avg. 75° F) using BW Technologies CG-Q34-4 Quad Gas (25 ppm H2S, 100 ppm CO, 2.5% CH4 [50% LEL], 18.0% O2, N2 balance).

*The following parts required replacement:

| Part Number | Description |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**Final Calibration Results**

| | 2/19/2015 | | NIST LOT# |
|---|---|---|---|
| O2 | 18.0% | | CAP-421-3 |
| LEL | 50 ppm | | CAP-421-3 |
| CO | 100 ppm | | CAP-421-3 |
| H2S | 25 ppm | | CAP-421-3 |
| | | | |

Calibration gas expiration date: May 2016.

Service Technican: Brian Blazek

| Safety Concepts Service Centers | | Phone |
|---|---|---|
| Charlotte, NC | 10612-D Providence Road #231 Charlotte, NC 28277 | 704-577-3985 |
| Charleston, SC | 1643B Savannah Hwy. #187 Charleston, SC | 843-810-9977 |

# JOB HAZARD ANALYSIS

SAMPLE

SALMONS DREDGING CORP.
P.O. BOX 42
CHARLESTON S.C. 29402

| | Job or Task | Job Hazard Analysis For AET / City Of Charleston Storm Water Tunnel Repairs | | | |
|---|---|---|---|---|---|
| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
| 1 | Safety Meeting | Miscommunication between surface support personnel and welders in the tunnel. | A pre-job meeting will be conducted prior to any work, explaining the scope of work and all assigned tasks for each individual and any on-site | | J. Lares |
| 2 | Set up of work stations | Tripping hazards, personnel injury and confined space entry procedures | All equipment shall be secured in such a way as to prevent any tripping hazards, and injury to personnel or damaging of any equipment. Traffic control will remain in place until scope of work is completed. Traffic control shall include the concrete barriers, which are currently in place. | Stop all pruduction and assess the situation. If required, administer first aid and / or make necessary repairs to traffic control. If the emergency egress system is damaged the welding crew will evacuate the tunnel immediately | All |
| 3 | Safety equipment | Personal injury | All personal shall wear hard hats, steel toe boots, safety glasses, and hand protection. Access into confined space locations with permit or proper breathing apparatus only. | | |
| | | | Tag out procedure will be followed on all underwater mechanical devices | No diving operations is permitted until all underwater equipment is de-energized and tagged out with dive supervisors lock. | |
| | | Fouling or entanglement | Study dive area and anticipate obstructions, such as pumps and traveling screen frame and debris. Diver should remember which side of an obstruction he passed and return the same way. | Standby diver / Tender to assist, and watch divers work locations to help keep divers umbilical clear. | All |
| 4 | Equipment Check | Equipment Failure | All diving equipment will be op-checked prior to diving operations. Should any piece of dive equipment fail during dive operations , the dive shall be terminated until proper repairs are made. | | All |
| 5 | Diving Operations | Injury to diver or top-side personnel. | No diving operations shall be conducted when the risk to diver or top-side personnel is evident. All personnel will perform assigned job tasks in accordance with OSHA regulations 29CFR1910, Subpart T | | J. Lares |

# JOB HAZARD ANALYSIS

| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
|---|---|---|---|---|---|
| | | Entrance and exiting the water | Divers will access the work site by means of the steel ladder rungs cast into the concrete wall of the intake structure. While working above the waterline inside the traveling screen, divers will place scaffold boards on the existing screen frames and will exercise 100% tie off procedures in accordance with OSHA standars in fall protection. | | Diver |
| | | Underwater Burning | Divers will be using a Broco Ultrathermic underwater cutting torch to cut through the steel frames of the traveling screen. The broco torch will be hooked to a knife switch which breaks the current and will be stowed in an open position. The knife switch will be closed only at the divers request by the diver directing top-side personnel to make it hot. When done cutting the given piece, the diver willl then give the order to make it cold and top-side personnel will open the knife switch breaking the current to the divers torch. The radio operator will be the only person to operate the knife switch and will be operated in a well ventilated area on the upper level of the intake structure. | If for any reason the traveling screen becomes unstable during the removal of the steel frames, the dive will be terminated until the traveling screen can be stabilized and the diver can work on it in a safe manner. | J.Lares |
| | | Dropping of Tools or Plugs on diver | The diver will travel to the work site and rig each piece of steel frame work seperatly and in such a way that it will not become loose from the rigging and fall back into the water. The debris will only be removed with the divers request and will be completely removed from overhead of the diver before becoming untied from the rigging. | Verify through voice communications that diver is O.K. If not, then dive will be terminated. | All |

# JOB HAZARD ANALYSIS

| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
|---|---|---|---|---|---|
| | | | | | All |
| | | Drowning | Adequate training, periodic drills in emergency procedures, utilize proper equipment and assure that it is in good condition. Insure tenders and stand-by diver are competent and that appropriate stages and access are utilized. Support personnel will wear personal flotation devices while working on the lower level grating and directly above the waterline | Administer CPR, along with oxygen and get medical help immediately. Refer to Sec.8, Emergency Management Numbers,of the Dive Plan for all emergency contacts. In the event that an air evacuation is required the victim will be moved by medical personnel to a cleared area where the helicopter can safely land to transport the patient. | Diver |
| | | Loss of primary air supply | In the event that the diver loses his primary air supply, top-side personnel will switch to the back up air supply connected to the divers control station. If the problem is on the divers end of the umbilical the diver will then switch to his emergency bail out system, consisting of a 40 or 50 cu. ft scuba bottle, and will immediately exit the water. The pressure on the bail out bottle will be checked prior to the diver entering the water. | | Diver/ Crew |
| | | Loss of diver to top-side communications. | In case of loss of communications, the dive team shall switch to line pull signals and the diver shall exit the water immediately. | Repair communications wire on divers umbilical and /or replace communication module in divers helmet. If necessary, switch to back up dive radio. | All |
| | | Hypothermia | Dress appropriately for underwater temperature. | Change into dry clothes and gradually bring body temperature up. | Diver |
| | | Overexertion or exhaustion | Diver should know his limitations. Frequent breaks may be necessary to keep from becoming exhausted. | | Diver |

# JOB HAZARD ANALYSIS

| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
|---|---|---|---|---|---|
| | | Entrapment | Assess conditions before diving above or below gates, bulkheads, valves, etc., and be assured that safe clearance procedures are in effect. Tether all divers. | Stand-by diver assist when necessary. Give very careful attention to time and depths while diver is fouled to determine the need for recompression and treat as necessary. | All |
| | | Squeeze | Be knowledgeable regarding the many types of squeeze, sinus, lung, body masks, suits, etc., and always ensure that equalization is possible. | If the diver is unable to clear he will be removed from the water and the next diver in rotation will enter the water to continue production. Various treatments depending on type of squeeze. Refer to U.S. Navy Dive Manual. | Diver |
| | | | | | |
| | | Air Embolism | Diver shall be in good physical condition with no lung disorders. Diver will not be allowed to dive when experiencing pain in chest or colds. Breathe normally when diving. | Recompression in recompression chamber by trained personnel. | |
| | Prepared By: John Lares | | Reviewed By: Richard Salmons | | 3/5/2010 |

# EXHIBIT E

## SCHEDULE OF PRICES

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1. | Mobilization/Demobilization | 1 | LS | $ 49,675 | $ 49,675 |
| 2. | Ingress, egress, and safety service | 1 | ~~LS~~ Day | $ 19,225 | $ 19,225 |
| | **TOTAL LUMP SUM PRICE** | | | | $ 68,900.00 |

The above unit prices shall include all labor, materials, de-watering, shoring, removal, overhead, profit, permitting, insurance, taxes, fees, equipment, office supplies, traffic control, etc., to cover the finished work of the several kinds called for, including all plans and reports.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

Exhibit E. No additional work shall be performed unless requested by the City Official authorized for this project. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

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

## §2. CONTRACT TERM

The initial term of this Agreement shall be for a period of thirty (30) days from the date of execution of this contract. The City reserves the right to extend the Agreement if the City determines the extension is in its best interest.

## §3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments Not To Exceed $118,575.00 (One Hundred Eighteen Thousand Five Hundred Seventy-Five Dollars and Zero Cents) for goods and/or services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms will be Net 30 days. Payment shall be made after materials have been delivered to the City by the Contractor and the materials have been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Accounts Payable (PO Box 853, Charleston, SC 29402) located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the Term or any agreement extensions. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Contract. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

## §4. WARRANTIES AND REPRESENTATIONS

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

B. All equipment, materials, and supplies incorporated in the Work covered by the Agreement and provided by the Contractor are to be the most suitable models for the purpose intended. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor contemplated incorporating in the Work. Machinery, equipment, material and supplies used without the required prior approval of the City may be at the risk of subsequent rejection by the City.

C. Contractor warrants to have represented that its staff is knowledgeable about, and experienced in providing the materials specified in the Work required under this Agreement and warrants that it will use its best skill and attention to provide the above described Work in a professional and timely manner.

## §5. SUBCONTRACTORS

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

B. The Contractor shall not substitute other Subcontractors without the written consent of the Director of Procurement.

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

D. If at any time the Director of Procurement determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for cancellation of the subcontract and replacement.

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

## §6. INDEMNIFICATION

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

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

obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

## §7. INSURANCE REQUIREMENTS

The Contractor shall comply with all insurance requirements which are attached hereto and incorporated herein as Exhibit C.

## §8. GRATUITIES AND KICKBACKS

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

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

## §9. TERMINATION

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

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

## §10. ASSIGNMENT

The Contractor shall not assign in whole or in part any part of the Agreement without the prior written consent of the City. The Contractor shall not assign any

money due or to become due to it under the Agreement without the prior written consent of the City.

## §11. NOTICES

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

| To City of Charleston: | To Vendor: |
|---|---|
| John Tecklenburg | Jack C. Harrelson, Jr. |
| Mayor | Business Development |
| City of Charleston | Salmons Dredging Corp. |
| PO Box 304 | PO Box 42 |
| Charleston, SC 29402 | Charleston, SC 29402 |

With copies to:

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

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

## §12. CHANGE ORDERS

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

## §13. ENTIRE AGREEMENT

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

## §14. GOVERNING LAWS

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

## §15. LICENSE AND PERMITS

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

## §16. PUBLICITY RELEASES

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

## §17. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all sub-contractors in accordance with IRCA as amended. Contractor further agrees to indemnify the City in accordance with Section 6 above if Contractor fails to comply with IRCA as amended.

## §18. SEVERABILITY

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

## §19. WAIVER OF CONTRACTUAL RIGHTS

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

## §20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities (including but not limited to any laws, ordinances or regulations relating to the SC Department of Revenue or the SC Board of Contractors) shall be binding upon the Contractor throughout the pendency of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule

or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in the Agreement.

## §21. BACKGROUND CHECK

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

## §22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of the contract that is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If contractor is a non-South Carolina company, the City will withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed in herein.

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

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

WITNESSES FOR THE CITY:

| | |
|---|---|
| _____ | _____ |
| Name | John Tecklenburg<br>Mayor |
| Date: _____ | Date: _____ |

_____

Name

Date: _____

WITNESSES FOR VENDOR:

| | |
|---|---|
| _____ | _____ |
| Name | Jack C. Harrelson, Jr.<br>Business Development |
| Date: _____ | Date: _____ |

_____

Name

Date: _____

# EXHIBIT A

**The City of Charleston**
**Procurement Division**
75 Calhoun Street, 3rd Floor
Charleston, South Carolina 29401
P) 843-724-7312 F) 843-720-3872
www.charleston-sc.gov

| | |
|---|---|
| **Proposal Number:** 15-P036R | **Proposals will be received until:** October 29, 2015 @ 12:00pm |
| **Proposal Title:** Market/Concord Stormwater Deep Tunnel Inspection | |
| **Mailing Date:** September 27, 2015 | **Direct Inquiries to:** Robin B. Robinson, Senior Buyer |
| **Vendor Name:** | **FEIN/SS#:** |
| **Vendor Address:** | |
| **City – State – Zip:** | |
| **Telephone Number:** | **Fax Number:** |
| **Minority or Women Owned Business:**<br>Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No<br>If so, please provide a copy of your certificate with your response. | |
| **Authorized Signature:** _____ **Title:** _____<br>**Date:** _____ | |

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

## IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director 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 proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in **writing no later than 1:00pm on October 13, 2015**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

## INSTRUCTIONS TO OFFERORS

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

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

2. Offerors must clearly mark as **"Confidential"** each part of their proposal which they consider to be proprietary information that could be exempt from disclosure under section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as confidential, there must be attached to that part, an explanation of how this information fits within one or more categories listed in section 30-4-40. The agency reserves the right to determine whether this information should be exempt from disclosure and no legal action may be brought against the state or its agents for its determination in this regard.

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

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

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

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

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

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

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

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

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

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

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

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

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

16. GRATUITIES AND KICKBACKS

A) Gratuities. It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of

employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

Any additions, deletions, modifications, or changes made to this Solicitation shall be processed through the City's Procurement Director. Any deviation from this procedure may result in the disqualification of the proposal or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the

City's Procurement Director, 75 Calhoun Street, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

A Notice to Proceed shall be issued after the Contractor(s) has executed the contract and has submitted acceptable Insurance Certificate(s) and Endorsement(s) and Performance and Payment Bonds to the City as well as other submittals specified herein as required to

be delivered before the Notice to Proceed is issued. The Contractor(s) shall not commence work until it has received a written Notice to Proceed from the City's Director of Procurement.

25. OTHER CONTRACTS

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

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

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

28. INSURANCE REQUIREMENTS

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

29. INDEMNIFICATION

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

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

These terms are set unless otherwise stipulated in the specifications.

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

A) If equipment, materials and supplies are to be a part of the service provided, all equipment, materials, and supplies incorporated in the work covered by the Proposal and provided by the Contractor(s) are to be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in this Solicitation, reference to any equipment, material, supply or patented process, by trade name, make or catalog number, shall not be construed as limiting competition. When requested, the Contractor(s) shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information respecting the performance, capacity, nature and rating of the machinery and mechanical and other equipment which the Contractor(s) contemplates incorporating in the work. When required by this Contract or when called for by the City the Contractor(s) shall provide full information concerning the material or supplies which he contemplates incorporating in the work. Machinery, equipment, material

and supplies installed or used without the required prior approval shall be at the risk of subsequent rejection.

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. GOVERNING/CONTROLLING LAW

The Agreement shall be governed by the laws of the State of South Carolina. The Agreement and any dispute, claim, or controversy relating to the Agreement shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the City of Charleston. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in a Circuit Court for the Ninth Judicial Circuit sitting in Charleston, South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by this solicitation. The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to the contract. The prevailing party shall be entitled to attorney's fees and the cost of said litigation.

39. STATE AND LOCAL TAXES

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

B) If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Sections 12-8-540 and 12-8-550 of the *South Carolina Code of Laws* (1976, as amended) for certain out-of-state contractors, and such sums shall be paid over to the South Carolina Department of Revenue and

Taxation (the "SCDRT"). When and if the City receives an executed SCDRT Form I-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

C) Contractor shall calculate that portion of the contract which is subject to the eight and one-half percent (8.5%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by Contractor. If Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless Contractor furnishes City with a valid South Carolina Use Tax Registration Certificate Number.

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

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

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

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

43. DRUG-FREE WORKPLACE
(Note: This clause applies to any resultant contract of $50,000 or more). The City of Charleston has amended Title 44, code of Laws of South Carolina, 1976, relating to health, by adding Chapter 107, so as to enact the Drug-Free Workplace Act. (See Act No. 593, 1990 Acts and Joint Resolutions). By submission of a signed proposal, you are certifying that you shall comply with this Act. (See Section 44-107-30). This shall certify to the using agency your compliance.

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

45. SUBMITTING CONFIDENTIAL INFORMATION
(August 2002): (An overview is available at www.state.sc.us/mmo/legal/foia.htm) For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "CONFIDENTIAL" on every page, or portion

thereof, that Offeror contends contains information that is exempt from public disclosure because it is either (a) a trade secret as defined in Section 30-4-40(a)(1), or (b) privileged and confidential, as that phrase is used in Section 11-35-410. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the words "TRADE SECRET" on every page, or portion thereof, that Offeror contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Offeror submits in response to or with regard to this Solicitation, Offeror must separately mark with the word "PROTECTED" on every page, or portion thereof, that Offeror contends is protected by Section 11-35-1810. All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Offeror shall not mark its entire Proposal (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Proposal or any part thereof, is improperly marked as confidential or trade secret or protected, the City may, in its sole discretion, determine it non-responsive. If only portions of a page are subject to some protection, Offeror shall not be allowed to mark the entire page. By submitting a Proposal to this Solicitation, Offeror (1) agrees to the public disclosure of every page of every document regarding this Solicitation that was submitted at any time prior to entering into a contract (including, but not limited to, documents contained in a response, documents submitted to clarify a response, and documents submitted during negotiations), unless the page is conspicuously marked "TRADE SECRET" or "CONFIDENTIAL" or "PROTECTED", (2) agrees that any information not marked, as required by these bidding instructions, as a "TRADE SECRET" is not a trade secret as defined by the Trade Secrets Act, and (3) agrees that, notwithstanding any claims or markings otherwise, any prices, commissions, discounts, or other financial figures used to determine the award, as well as the final contract amount, are subject to public disclosure. In determining whether to release documents, the City shall detrimentally rely on Offeror's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Proposal, Offeror agrees to defend, indemnify and hold harmless the City of Charleston, its officers and employees, from every claim, demand, loss, expense, cost, damage or injury, including attorney's fees, arising out of or resulting from the City withholding information that Offeror marked as "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". (All references to S.C. Code of Laws.)

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL OFFERORS

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

49. PAYMENT FOR GOODS & SERVICES

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

50. DISCUSSION/NEGOTIATION:

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

51. NON-DISCRIMINATION

The Contractor(s) shall not discriminate against any individuals based upon age, sex, race, disability or religion and shall abide by the requirements contained in Federal Executive Order Number 11246, as amended, including specifically the provisions of the equal opportunity clause.

52. DEFAULT

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

53. FORCE MAJURE

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

54. EXCEPTIONS AND DEVIATIONS

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

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

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

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

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

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

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

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

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

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

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

## ***INSURANCE REQUIREMENTS***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

# NO PROPOSAL RESPONSE FORM

| | |
|---|---|
| **Proposal Number:** 15-P036R | **Proposals will be received until:** October 29, 2015 @ 12:00pm |
| **Proposal Title:** Market/Concord Stormwater Deep Tunnel Inspection | |
| **Mailing Date:** September 27, 2015 | **Direct Inquiries to:** Robin B. Robinson, Senior Buyer |
| **Vendor Name:** | **FEIN/SS#:** |
| **Vendor Address:** | |
| **City – State – Zip:** | |
| **Telephone Number:** | **Fax Number:** |
| **Minority or Women Owned Business:**<br>Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No<br>If so, please provide a copy of your certificate with your response. | |
| **Authorized Signature:** _____ **Title:** _____<br>**Date:** _____ | |

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

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

---

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

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

**Comments:** _____

_____

_____

| | |
|---|---|
| **Proposal Number:** 15-P036R | **Proposals will be received until:** October 29, 2015 @ 12:00pm |
| **Proposal Title:** Market/Concord Stormwater Deep Tunnel Inspection | |
| **Mailing Date:** September 27, 2015 | **Direct Inquiries to:** Robin B. Robinson, Senior Buyer |

## CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

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

**Minority or Women-Owned Business:**

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

☐ Yes ☐ No

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

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Charleston SC, 29401, (843) 973-7247.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

**COMPLIANCE REQUIREMENTS:**

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

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

**AND**

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

**OR**

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

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

Name of Company: _____

_____ Signature

_____ Date

_____ Print Name

_____ Title

_____ Witness

# AFFIDAVIT A



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

Affidavit of _____
(Name of Bidder)

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

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

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

Signature:_____
Title: _____

# AFFIDAVIT A



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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

**Notary Seal:**

Phone Number: _____

Address: _____

## AFFIDAVIT B

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

Affidavit of _____. I hereby certify that on the
(Name of Bidder)

_____, Total Project Amount $_____
(Project Name)

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

My Commission Expires: _____

Print Name:_____

Phone Number:_____

Address: _____

Notary Public for the State of _____

**Notary Seal:**

## AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

**Notary Seal:**

# GENERAL INFORMATION

The City of Charleston is seeking proposals from qualified firms interested in providing professional services in support of the City's inspection of the Market/Concord stormwater deep tunnel system.

A site visit will be held prior to bid opening at a date and time to be determined.

## PROCUREMENT PROCESS

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

## QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin B. Robinson, City of Charleston, Procurement Division, 75 Calhoun Street, 3rd Floor Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be in writing and received before 1:00pm on October 13, 2015.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

Any explanation, clarification or interpretation desire by an Offeror regarding any part of this RFP must be requested from Mrs. Robin Barrett-Robinson, Senior Buyer. Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than in writing are not binding upon the City, and Offerors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding.

If the City, in its sole discretion, determines that a clarification is required, such clarification shall be issued in writing. Interpretations, corrections or changes to the RFP made in any other manner other than in writing are not binding upon the City, and Offerors shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the Contract are not binding.

Any interpretations, corrections or changes to this RFP will be made by addendum. Sole issuing authority of addenda shall be vested in the City's Procurement Division. Offerors shall acknowledge receipt of all addenda within their RFP response.

**ORAL STATEMENTS**

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

**NON-ENDORSEMENT**

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

**PROPRIETARY INFORMATION**

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

**UNAUTHORIZED COMMUNICATIONS**

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

**CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE**

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

**CONTRACT NEGOTIATIONS**

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

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

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

**DISQUALIFICATION OF OFFERORS**

Offerors may be disqualified for any of the following reasons:

- Reason to believe collusion exists among the Offerors
- The Offeror is involved in any litigation against the City

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

**AWARD OF CONTRACT**

It is understood that the City reserved the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interest of the City. Receipt and consideration of any Proposals shall under no circumstances obligate the City to accept any Proposals. If an award of contract is made, it shall be made to the responsible Offeror whose Proposal is determined to be the best evaluated offer taking into consideration the relative importance of the evaluation factors set forth in the RFP.

The award of this contract shall be made to the responsible Offeror, whose proposal is determined to be the best evaluated offer, taking into consideration demonstrated competence and qualifications to product and the service solicited in this RFP. Any reference to the word "bid" contained in this RFP shall mean "proposal".

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

**PROPOSAL PREPARATION**

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

**RECEIPT OF PROPOSALS**

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(October 29, 2015 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

**NUMBER OF PROPOSALS SUBMITTED**

Each Vendor must **submit one (1) unbound Original and four (4) bound copies of the Proposal required for submission, plus one (1) electronic copy (Flash Drive or CD).** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

## RESPONSE FORMAT AND ORGANIZATION

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

## COMPLETION OF REPONSES

Only information presented in the Proposal will be used to evaluate firms established in the business of providing consulting services.

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

## PROPOSAL FORMAT

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

a) Proposals should be clearly marked **"15-P036R – Market/Concord Stormwater Deep Tunnel Inspection"**
b) **All pricing information should be clearly marked "Cost Proposal".**
c) Everything is to be placed in one envelope/box/package clearly marked **"15-P036R – Market/Concord Stormwater Deep Tunnel Inspection"**.
d) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun St., 3rd Floor, Charleston, SC 29401, ATTN: 15-P036R.**
e) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on October 29, 2015. Late proposals will not be accepted.**
f) No more than one proposal may be submitted by any Vendor.
g) The proposal must be signed by an official authorized to contractually bind the Vendor.
h) All forms from this RFP requiring signature must be included in the proposal.

## PROPOSAL EVALUATION PROCESS

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

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

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

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

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

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

## PROPOSAL EVALUATION CRITERIA FACTORS

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

### Criteria Factors

- **Experience/Qualifications of the Firm** – Demonstrated experience of the firm in relation to the scope of potential work, and quality of service provided to customers in the past. A record that indicates the Service Provider will deliver high quality services and documentation to the client, and has in place an effective continuous quality improvement process.
- **Expertise of Personnel and Availability of Resources** – Demonstrated expertise of the relative degrees, licenses and certifications; ability of the Service Provider to provide staff, resources, and equipment necessary to provide requested services and management oversight.
- **Responsiveness, Quality and Completeness of Proposal** – The quality of written material and presentation, relevant experience, inclusiveness of required documents and completion for required forms.
- **Safety Record of the Firm** – Demonstrate an acceptable safety record with an Experience Modification Rate less than 1.00.

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

After the proposals are evaluated, the City will determine whether formal presentations and interviews are necessary, and if so, which vendors may be invited to make a formal presentation and/or sit for a panel interview. The City may choose not to require formal presentations or interviews. The City may choose to contact officials from other jurisdictions regarding the

vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific vendor in order to assist in the City's evaluation of a proposal. Finally, the City may require changes in the scope of services as deemed necessary by the City, before execution of the contract.

# References

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

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

**Name:** _____

**Address:** _____

_____

**Phone/Fax:** _____

**Email:** _____

## Market/Concord Stormwater Deep Tunnel Inspection

The City of Charleston, South Carolina is requesting proposals from qualified firms interested in providing professional services in support of the City's inspection of the Market/Concord stormwater deep tunnel system.

The support services work will include the following (including providing all necessary equipment):

- Facilitating manned access to the tunnels and shafts
- Dewatering of the system
- Providing proper ventilation of all facilities during inspection
- Developing and implementing a detailed Safety Plan and Communication Procedures
- Providing active Air Monitoring during inspection
- Monitoring weather & system flows
- Site Security
- Tunnel Evacuation (if necessary)
- Complying with all necessary OSHA requirements

The selected firm will provide support services for the following project elements:

- Structural inspection of approximately 4,000 linear feet of 9-foot diameter concrete-lined tunnel at elevations approximately 140 feet below the ground surface.
- Structural inspection of one large-diameter concrete shaft (20 feet in diameter and 140 feet deep).
- Structural inspection of an emergency outfall structure.
- Structural inspection of near-surface 54-inch diameter reinforced concrete pipes.

A full description of the work can be found in the Specifications for Work: Market/Concord Deep Stormwater Tunnel System Inspection document attached to this solicitation.

Interested firms must demonstrate knowledge and experience of confined space entry procedures and regulations. Submittals of proposals should include copies of the firm's OSHA Form 300A for the last four years.

In order to qualify for this work, firms must be able to:

- Demonstrate expertise with projects of similar scope and scale
- Demonstrate expertise of the individuals that will be in responsible charge and assigned for the duration of the project
- Demonstrate an acceptable safety record. Firms may be rejected if the Experience Modification Rate is greater than 1.00.
- Have the ability to obtain proper insurance as stated in the Insurance Requirement section of this advertisement.

## SPECIFICATIONS FOR WORK
## MARKET/CONCORD STORMWATER DEEP TUNNEL SYSTEM INSPECTION

I. INTENT

The purpose of this document is to provide specifications for the inspection of an existing stormwater tunnel system owned by the City of Charleston (City). See Attachment A for a detailed description and location of the proposed work. The City is soliciting bids for the proposed work from qualified contractors interested in providing professional services to facilitate the inspection the Market/Concord stormwater deep tunnel system. Record drawings may be obtained by downloading them from the BIDLINE website.

II. CONTRACTOR'S GENERAL REQUIREMENTS

The work covered by this specification includes furnishing all labor, equipment, and materials necessary to provide support services to allow an inspection team to safely enter, exit, and inspect the Market St and Concord St stormwater deep tunnel system. The inspection of the facilities will be performed by the City and their representatives. All work performed must meet the requirements of the City and must comply with all Occupational Safety and Health Administration (OSHA) and other applicable standards. Selected contractor will be expected to proceed diligently with all work assigned and will be subject to third party inspection as deemed necessary by the City. Additionally, selected contractor will be required to execute a "Contract for Professional Services," which outlines in specific detail the responsibilities of all involved parties.

The inspection team will consist of team members from Black & Veatch, the City of Charleston, and any other persons as determined by the City of Charleston.

III. MATERIALS AND METHODS

The selected contractor will be expected to provide all labor, materials, equipment, supplies, etc. necessary to allow the inspection team to safely and effectively perform the inspection work with horizontal penetrations up to 4,000 linear feet at depths of approximately 140 feet below grade. The City's dewatering pumps will dewater the tunnel and shaft to approximately 3 feet of the invert. The contractor will be expected to provide a sump pump to remove the remaining water and completely de-water the wet well. Dewatering is anticipated to be performed at the City's pump station. The contractor is also expected to provide crane service and man-cage or other suitable means necessary to accomplish the raising and lowering of personnel and equipment into and out of the tunnel access shafts. The contractor is explicitly responsible to ensure crane is rigged properly for man-lifting in accordance with all applicable OSHA regulations and standards. The contractor is also explicitly responsible for inspecting and maintaining appropriate cage and sling conditions to ensure safe transport in accordance with all applicable OSHA regulations and standards. In addition, contractor will be explicitly responsible for providing all necessary ventilation; active air monitoring; communications; monitoring of weather and potential for tunnel inundation; site security; and traffic control as per City, SCDOT, and MUTCD standards to safely and effectively perform the required work. Contractor will also be responsible for obtaining all required permits.

## IV. EXECUTION OF WORK

All services provided shall be in accordance with direction provided by the City or their designee, these specifications, the rules, regulations and guidelines of OSHA and all ordinances, laws, and regulations of the governing authorities having jurisdiction over the type of work being performed and equipment being used.

All work performed by the contractor will be accomplished with as little disturbance to traffic, private property, and the public as is reasonably practical. The Concord Street Stormwater Pump Station must remain online at all times; therefore, the inspection must be scheduled in conjunction with the weather forecast.

All inspection work will be in accordance with an inspection plan developed by the contractor and approved by the City. Additional on-site inspection will be determined as necessary by the City. Third party inspections may be called for without advance notice to the contractor, solely at the discretion of the City.

Daily clean-up of all inspection site areas is required as necessary to meet the approval of the City and to protect the public's health and welfare. All inspection sites shall be secured after working hours and on weekends so as to limit the exposure to the public and protect any and all people and equipment.

Contractor is solely responsible for providing adequate restroom facilities for workers during the work progress. Also, contractor is responsible for providing all protective security for materials and equipment left at shaft access sites during working and non-working periods.

Any open shaft, hole, or similar structure exposing the general public to fall hazards shall be cordoned off at all times to prevent access by unauthorized persons. Contractor shall provide all required fall proection measures. Upon daily work completions, all access shaft openings shall be appropriately closed to prevent access or accident. Upon completion of inspection work at each location, the surrounding area shall be returned to its original condition at the contractor's expense.

Contractor shall be responsible for keeping periodic and/or continuous water level measurements to ensure protection of inspection personnel. Also, contractor will be responsible for coordination with appropriate City personnel at the beginning and end of each day to ensure water levels are appropriate for functions being performed. In the event of an emergency, including but not limited to flooding of the tunnel, contractor will be required to have a rescue team on hand during all inspection activities.

## V. SUBMITTALS

Contractor will be required to submit written plans for review and approval ahead of the scheduled work as outlined in Section II – Contractor's General Requirements of these specifications. At a minimum, the written plans shall include:

- Ventilation Plan
- Detailed Safety Plan
- Communications Plan and Procedures

- Active Air Monitoring Plan
- Weather Monitoring & System Inundation Monitoring Plan
- Site Security Plan
- Tunnel Rescue & Evacuation Plan
- Dewatering Plan

VI. PAYMENT

Contractor will be required to submit a monthly invoice with a detailed breakdown of charges. Payment(s) to contractor will be made within thirty (30) calendar days of receipt of an approved monthly invoice.

VII. RESPONSIVENESS OF CONTRACTOR

The selected contractor must be able to mobilize within fifteen (15) calendar days of notice from the City. Verbal notification shall constitute sufficient notice to proceed from the City.

VIII. TERM OF CONTRACT

It is the intent of the City to select a contractor and award a contract for an expected thirty (30) day period, with the option to extend, at the City's sole discretion, without unit price increases. Options to extend will be based on contractor's performance, responsiveness, and compliance with these specifications.

IX. RIGHTS TO CANCEL

TERMINATION FOR CAUSE

The City reserves the right to cancel this contract at any time for non-responsiveness, non-performance, or non-compliance with these specifications and/or sub-standard inspection services. Cancellation will occur upon official notice from the City to selected contractor.

Likewise, should the selected contractor opt to cancel the work with the City, they may do so provided a minimum of thirty (30) days' notice is given.

TERMINATION FOR CONVENIENCE

The City may at any time terminate this contract in whole or in part for its convenience upon written notice to the contractor in which the event contractor shall be entitled to reasonable termination charges, reflecting the percentage of the work performed prior to termination, plus actual direct cost resulting from termination.

X. SPECIAL INFORMATION FOR BIDDERS

Prospective bidders are advised of the following regarding the stormwater deep tunnel system in which the inspection is to be performed:

1. The tunnels are approximately 140 feet below ground level. Two vertical shafts can provide access to the surface. The water level in the wetwell at the Concord Street Stormwater Pump Station, the termination point of the tunnel system, shall be maintained such that the tunnel will have 12-inches or less of water at the invert. In the event of a rain event or mechanical or electrical failure, the tunnel may quickly become submerged and the level in the wetwell may rise more than 130 feet.

2. The tunnels in which the inspections are to be conducted are concrete-lined and are 9 feet internal diameter. There are two access shafts: the wetwell at the Concord Street Stormwater Pump Station is 30 feet in diameter and the Concord Street access shaft is 20 feet in diameter. The Concord Street Stormwater Pump Station shaft can be accessed via a 9-foot wide by 26-foot long semi-circular access grate. The Concord Street shaft has a single 6-foot square opening covered with hinged aluminum doors. See shaft and tunnel drawings.

3. The Concord Street Stormwater Pump Station is also tied into the Meeting/Calhoun Street Stormwater Tunnel. Although inspection of this tunnel will not be part of this solicitation, it will have an impact on dewatering and ventilation plans and must be taken into consideration. The Calhoun Street Stormwater Tunnel is 8 feet internal diameter and approximately 3,000 linear feet in length with multiple drop shaft connections. The Meeting Street Tunnel is 5.5 feet internal diameter and approximately 2,000 linear feet in length, also with multiple drop shaft locations. See attached tunnel drawing.

4. The atmosphere in the tunnels may contain potentially explosive or hazardous gases.

## ATTACHMENT A

MARKET/CONCORD STORMWATER DEEP TUNNEL INSPECTION

## DESCRIPTION OF WORK

GENERAL BACKGROUND OF TUNNEL SYSTEM:
As part of the Market Street Drainage Improvement Project - Division II: Tunnels & Shafts, approximately 4,000 linear feet of 9-ft internal diameter tunnel were constructed 140 feet below grade along with a 140-ft deep 20-ft diameter access shaft and three 140-ft deep 54-inch diameter drilled drop shafts. The Concord Street tunnel is approximately 2,800 linear feet and is bounded on the downstream end by the wetwell for the Concord Street Pump Station and on the upstream end by the Market Street Access Shaft. The Market Street tunnel is approximately 1,200 linear feet and is bounded on the downstream end by the Market Street Access Shaft. The northern end terminates 140-ft below grade with no access. The drilled drop shafts connect to the Market Street tunnel at State, Anson, and Church Streets, however, they do not provide access to the surface as there are safety plates welded into place as fall protection. The drop shafts have grated covers that will allow water and air to enter the system. Possible access points are located at the Concord Street Pump Station and at the Market Street Access Shaft.

MAJOR STRUCTURES:
The major structures of the Market/Concord deep tunnel system requiring inspection consist of the following:

Concord Street Deep Tunnel – 2,800 linear foot 9-ft internal diameter concrete-lined tunnel approximately 140 feet below grade with 2 access points at either end.

Market Street Deep Tunnel – 1,200 linear foot 9-ft internal diameter concrete lined tunnel approximately 140 feet below grade with a single access point at the downstream end.

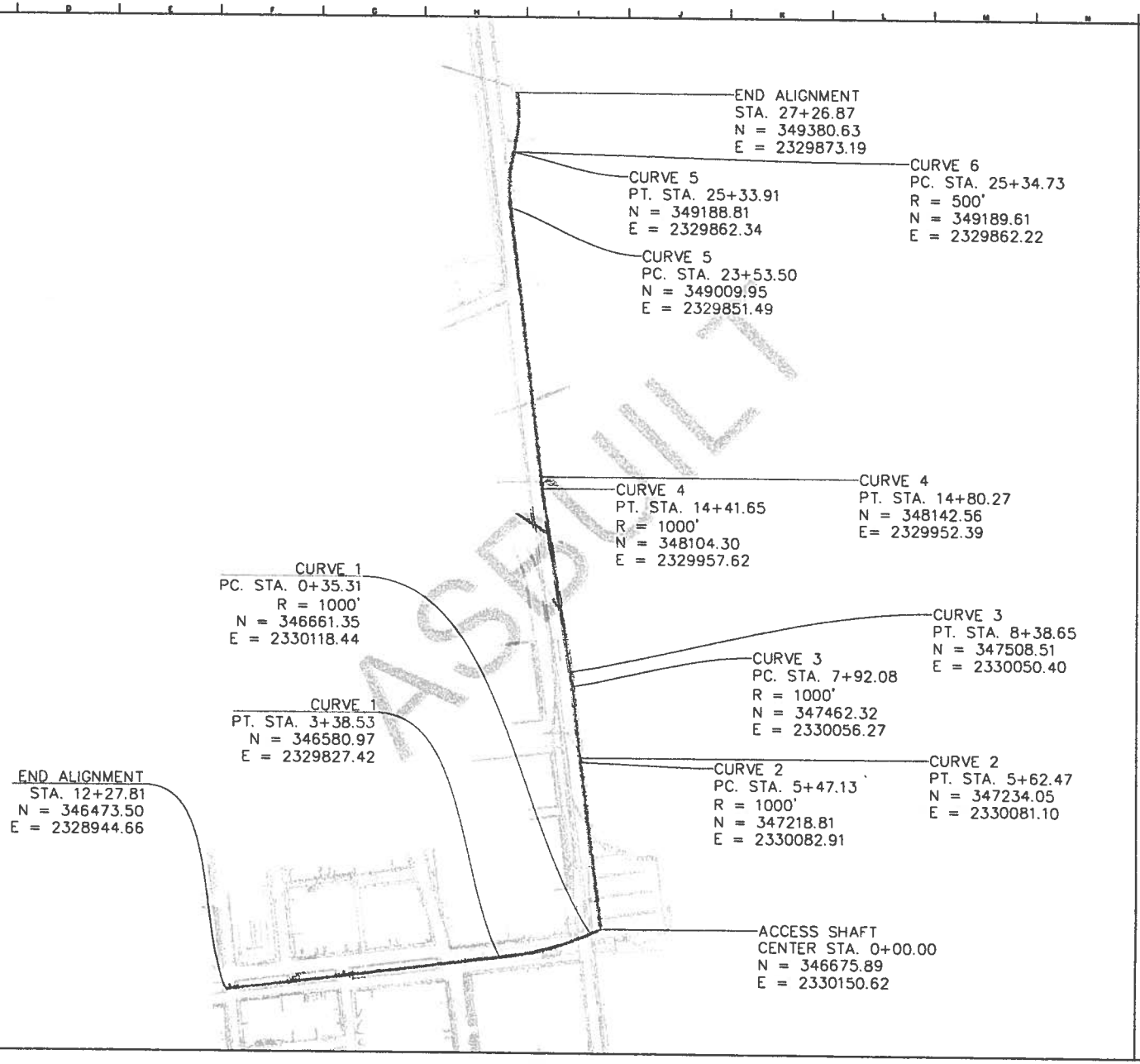
Market Street Access Shaft – 140-ft deep 20-ft diameter concrete lined access shaft with access from the top through a 6-ft square opening. The shaft provides access to both the Concord Street and Market Street tunnels.

Market Street Emergency Outfall Structure – 23-ft long, 10-ft wide, 10-ft high reinforced concrete structure with aluminum gates and a 54-inch TideFlex valve that provides an overflow should the pumps fail or are not able to accommodate the inflow of stormwater.

Market Street Emergency Outfall Pipe – 39 linear feet of 54-inch reinforced concrete pipe that connects the Market Street Access Shaft with the emergency outfall structure.

DESCRIPTION OF WORK:
The selected contractor shall provide support of the safe entry, exit, and inspection of various components of the Market Street and Concord Street deep tunnels, access shaft, and other systems. It is anticipated the City will have approximately **8 representatives** participating in the inspection that will need to be supported.

# ATTACHMENT A
## Drawings

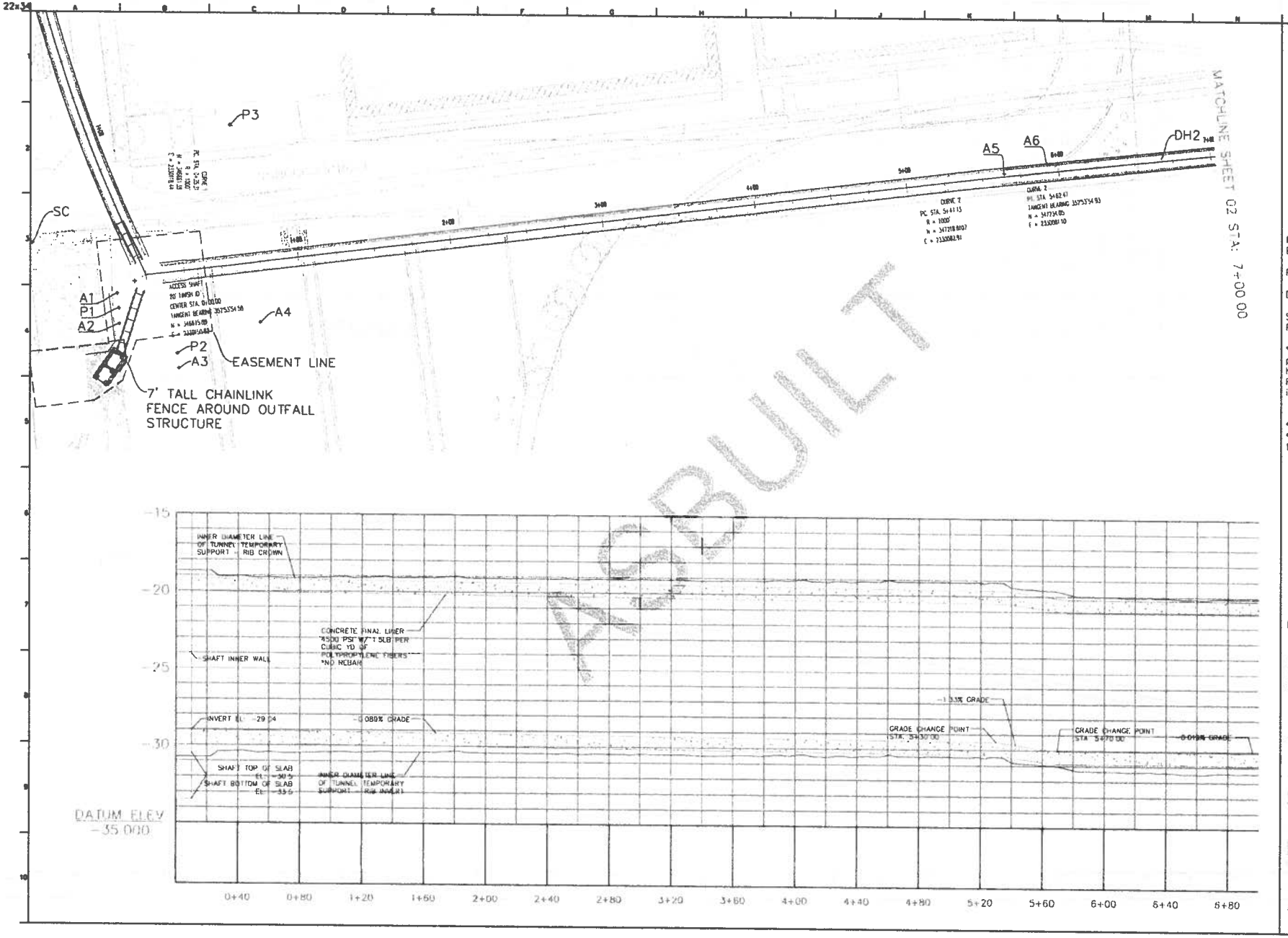



TMWM

MARKET ST.
DRAINAGE
TUNNEL

PROJECT
ALIGNMENT

DRAWING 05




MPBX = MULTIPLE POINT BORE HEAD EXTENSOMETER

PZ = PIEZOMETER

DH = CONCRETE DOWN HOLE

SC = SURVEY CONTROL POINT

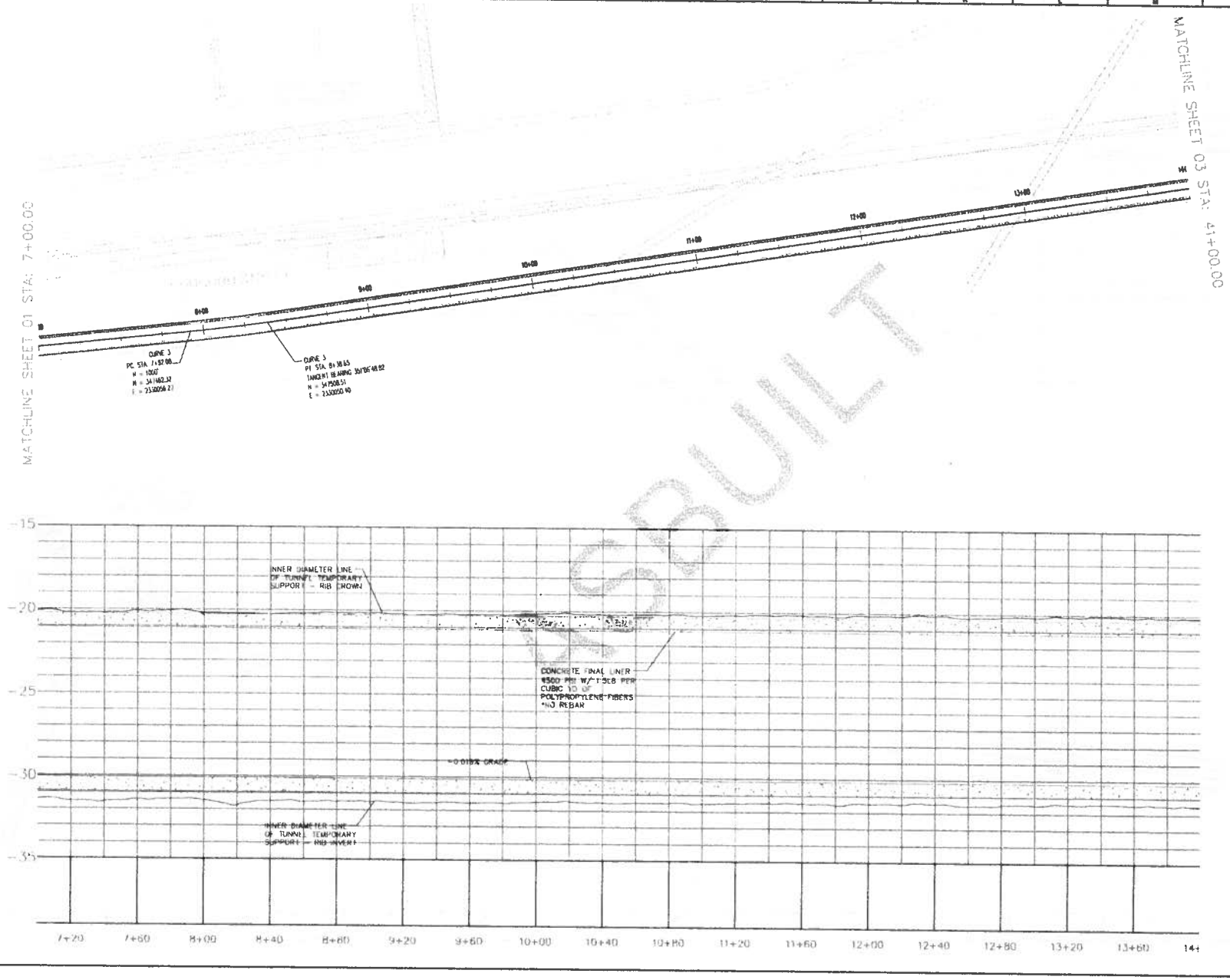
*all MPBX, PZ, DH and SC points for this projects have been abandoned Future removal or disruption is permissible

*Horizontal Datum = NAD83
*Vertical Datum = NGVD 1929 + 100 ft

**TMWM**

MARKET ST. DRAINAGE TUNNEL

DRAWING 06




MPBX = MULTIPLE POINT BORE HEAD EXTENSOMETER

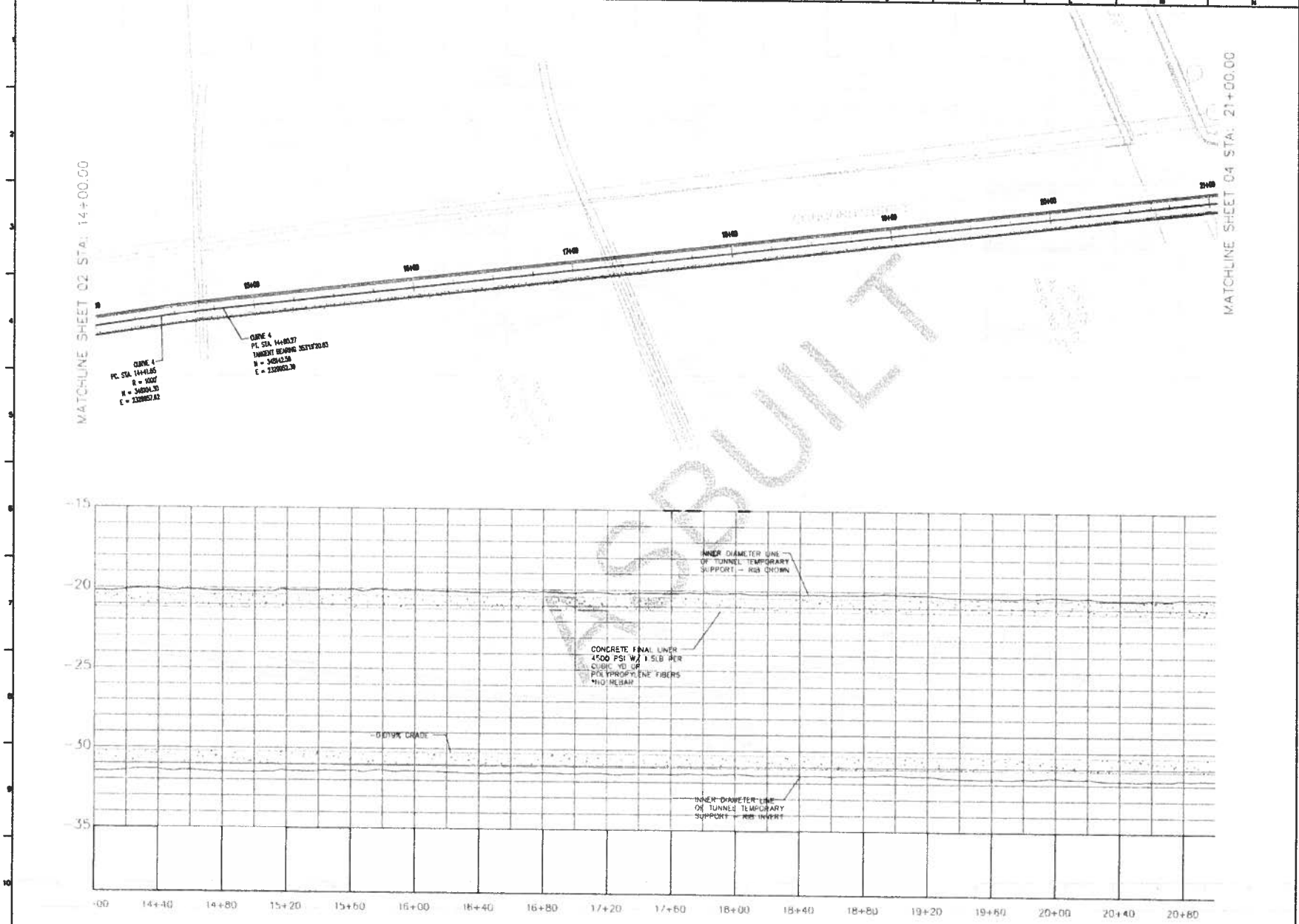
PZ = PIEZOMETER

DH = DOWN HOLE

**TMWM**

MARKET ST. DRAINAGE TUNNEL

DRAWING 07




MPBX = MULTIPLE POINT BORE HEAD EXTENSOMETER

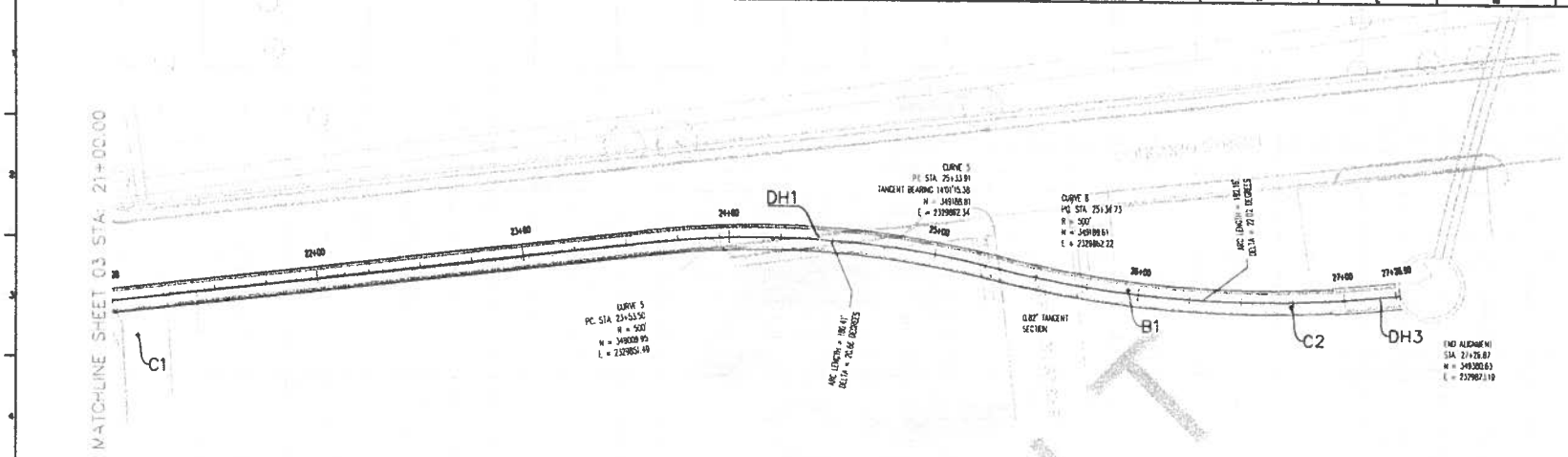
PZ = PIEZOMETER

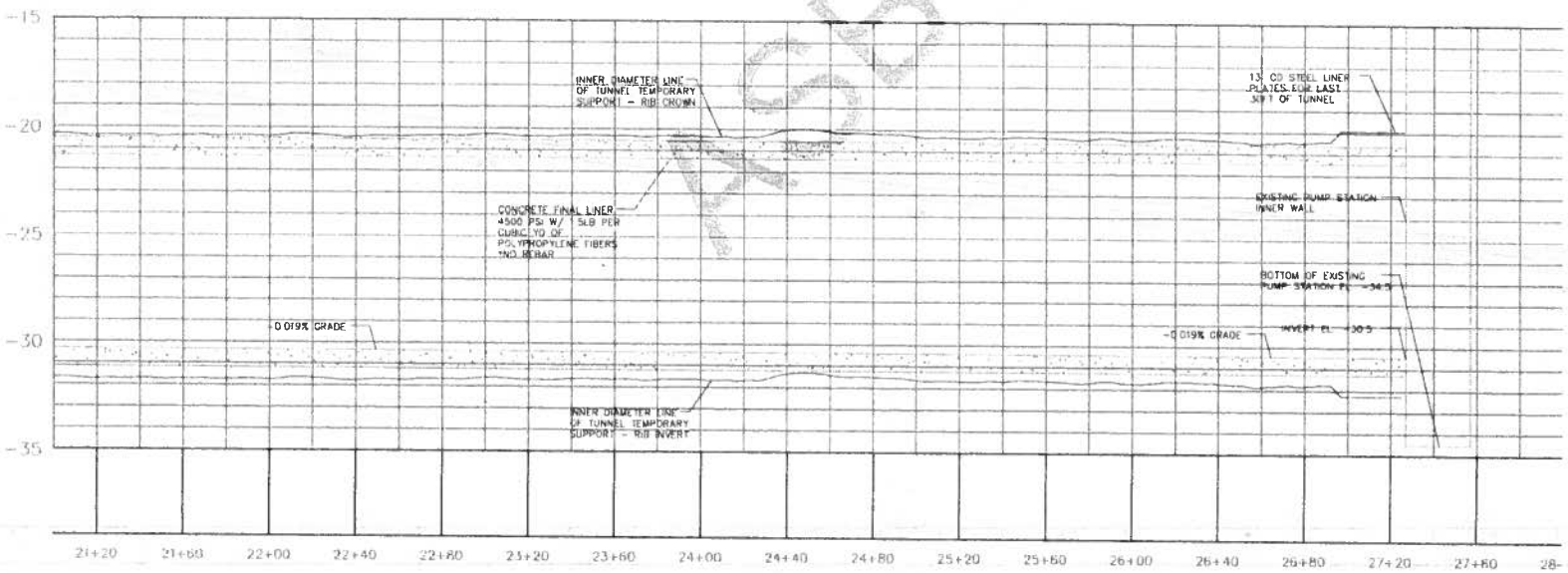
DH = DOWN HOLE

**TMWM**

MARKET ST. DRAINAGE TUNNEL

DRAWING 08




AS-BUILT

MPBX = MULTIPLE POINT BORE HEAD EXTENSOMETER

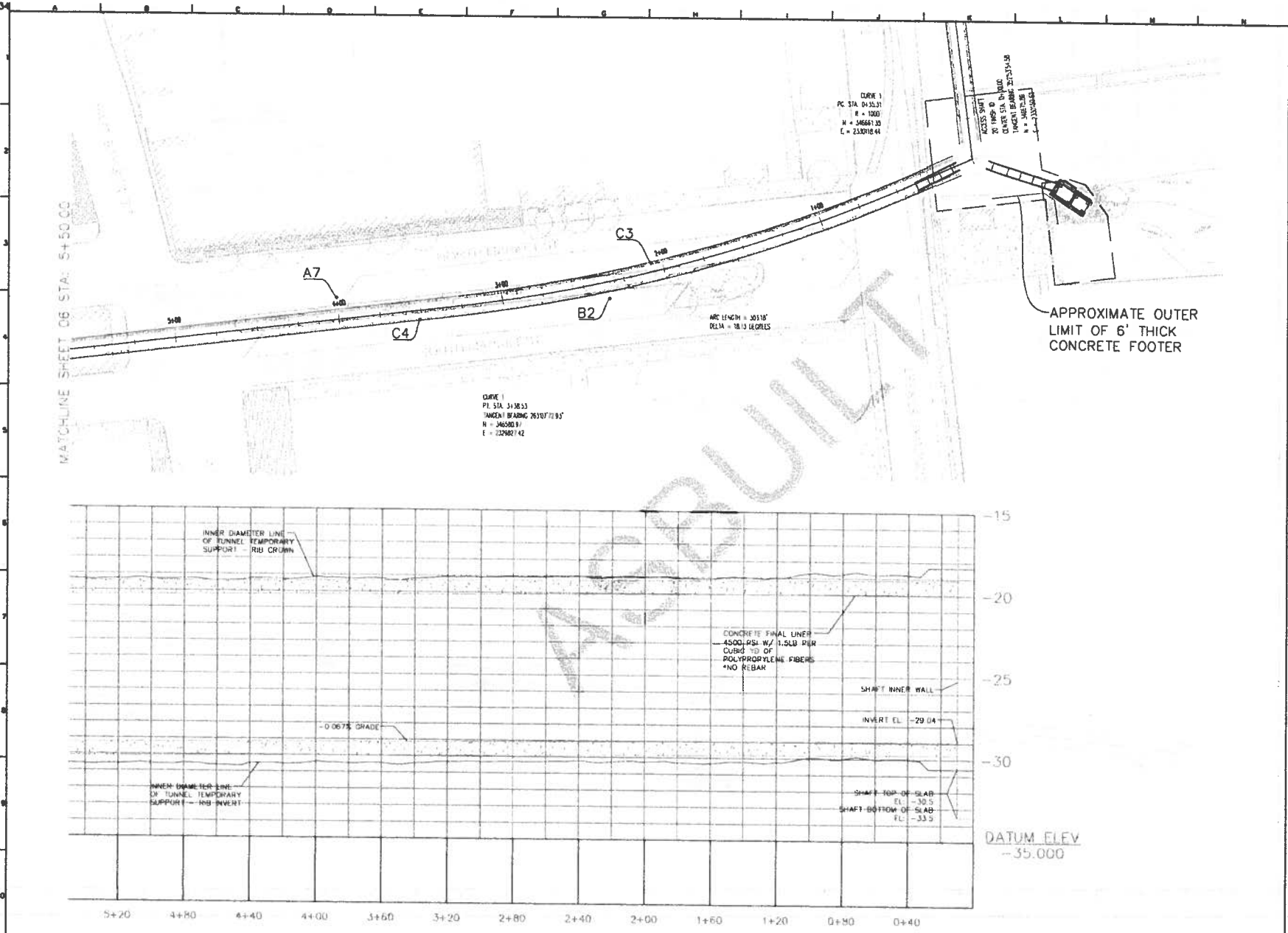
PZ = PIEZOMETER

DH = DOWN HOLE

TMWM

MARKET ST. DRAINAGE TUNNEL

DRAWING 09




MPBX = MULTIPLE POINT BORE HEAD EXTENSOMETER

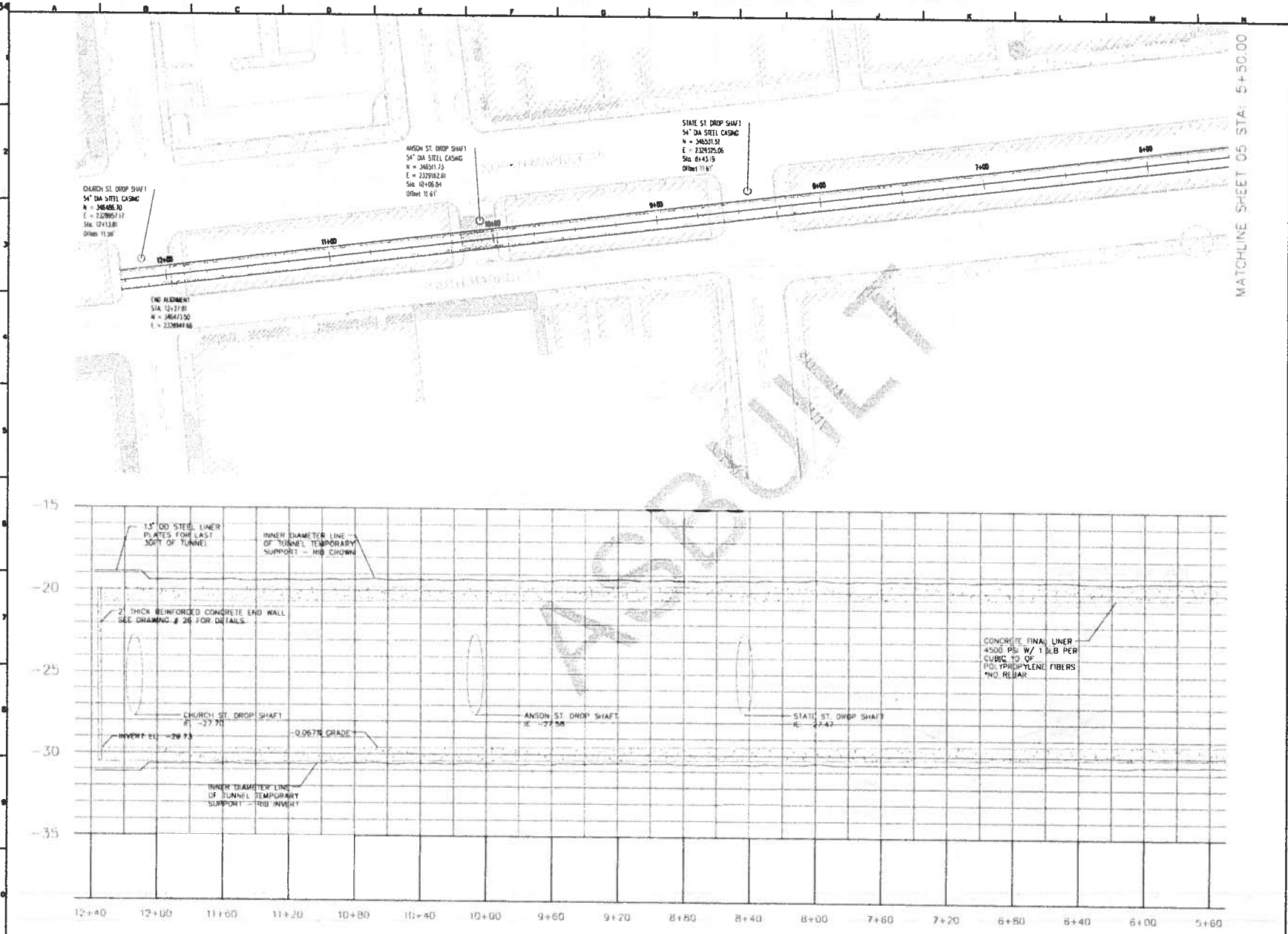
PZ = PIEZOMETER

DH = DOWN HOLE

**TMWM**

MARKET ST. DRAINAGE TUNNEL

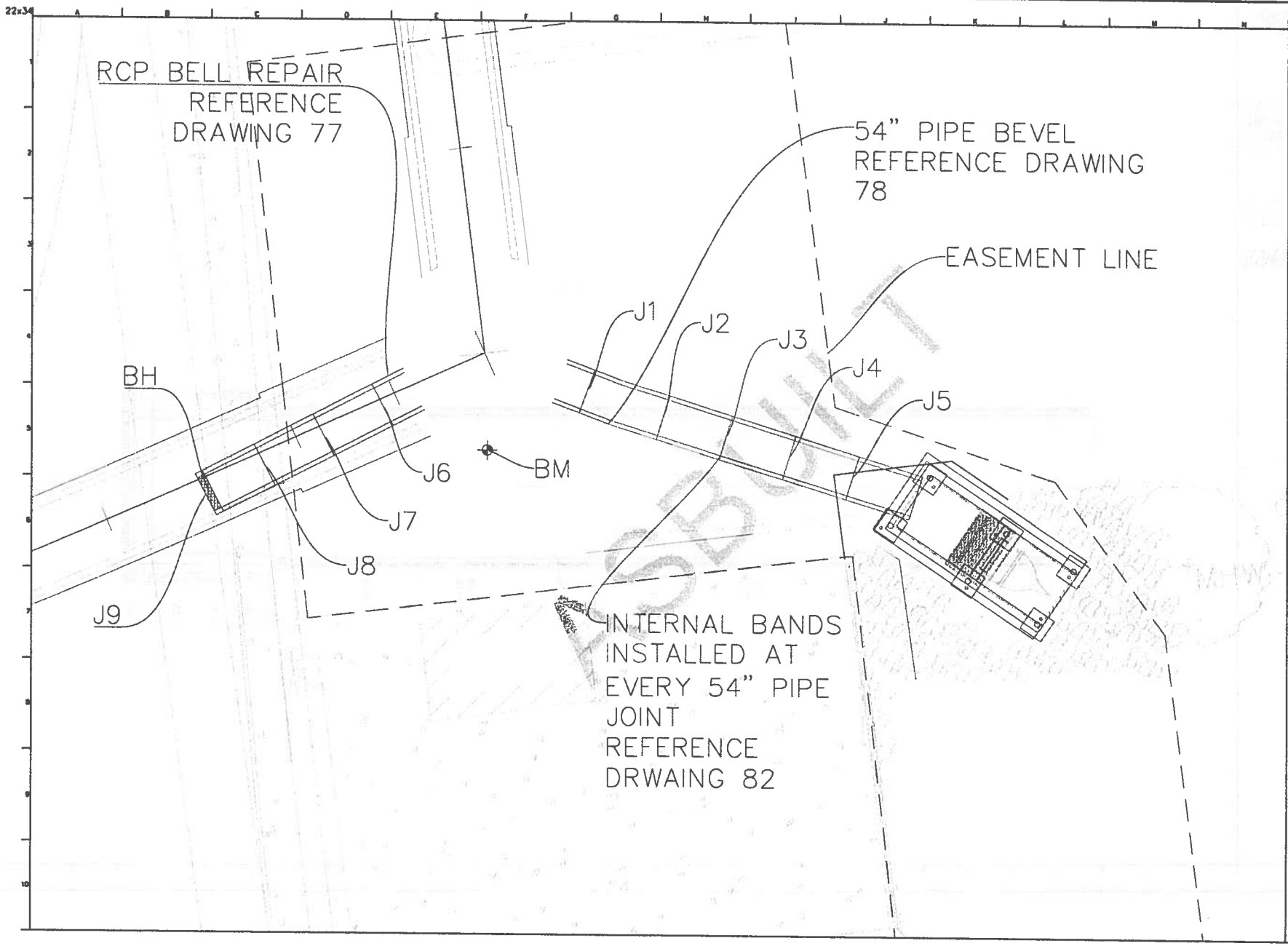
DRAWING 10




TMWM

MARKET ST. DRAINAGE TUNNEL

DRAWING 11




54" Pipe Joint Invert Elevations

| Joint # | Shaft Side | Outfall Side |
|---|---|---|
| J1 | 96.96 | 96.96 |
| J2 | 97.59 | 97.65 |
| J3 | 98.14 | 98.2 |
| J4 | 98.77 | 98.86 |
| J5 | 99.54 | 99.63 |

| Joint # | Shaft Side |
|---|---|
| J6 | 94.71 |
| J7 | 94.58 |
| J8 | 94.56 |
| J9 | 94.54 |

| Shaft Inf Bench Mark (PK Nail) Elevation | | |
|---|---|---|
| BM | 107.05 | |
| | Northing | Easting |
| | 346664.2 | 2580150.96 |

BH = BULKHEAD WALL ACROSS INSIDE OF 54" RCP MADE OF MASONRY BRICKS, 8" THICK

**TMWM**

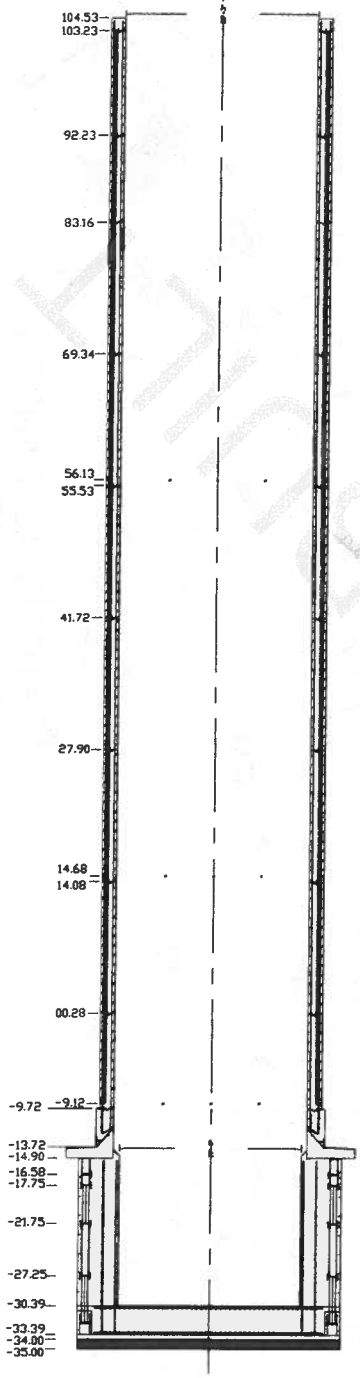
MARKET ST. DRAINAGE TUNNEL

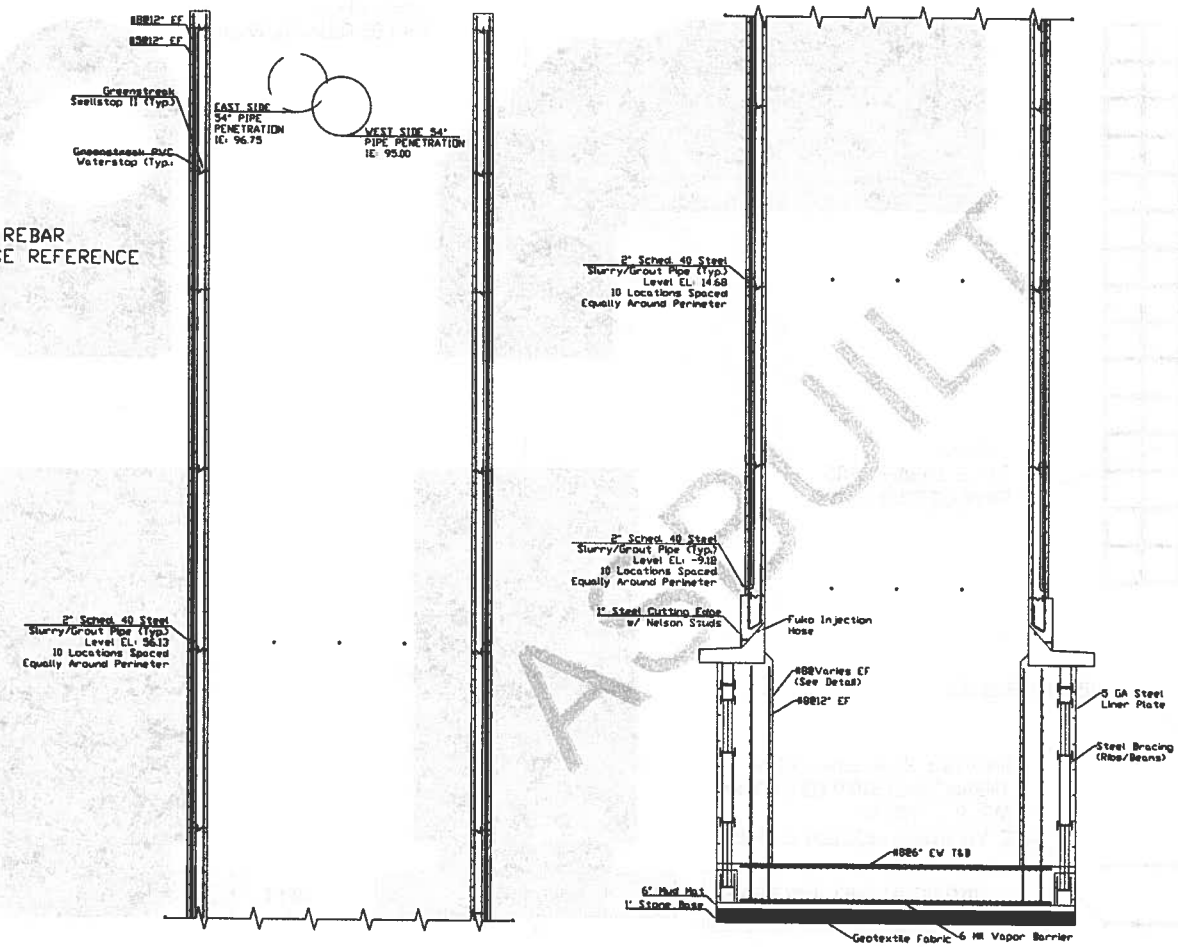
DRAWING 12

TMWM

MARKET ST.
DRAINAGE
TUNNEL

DRAWING 31





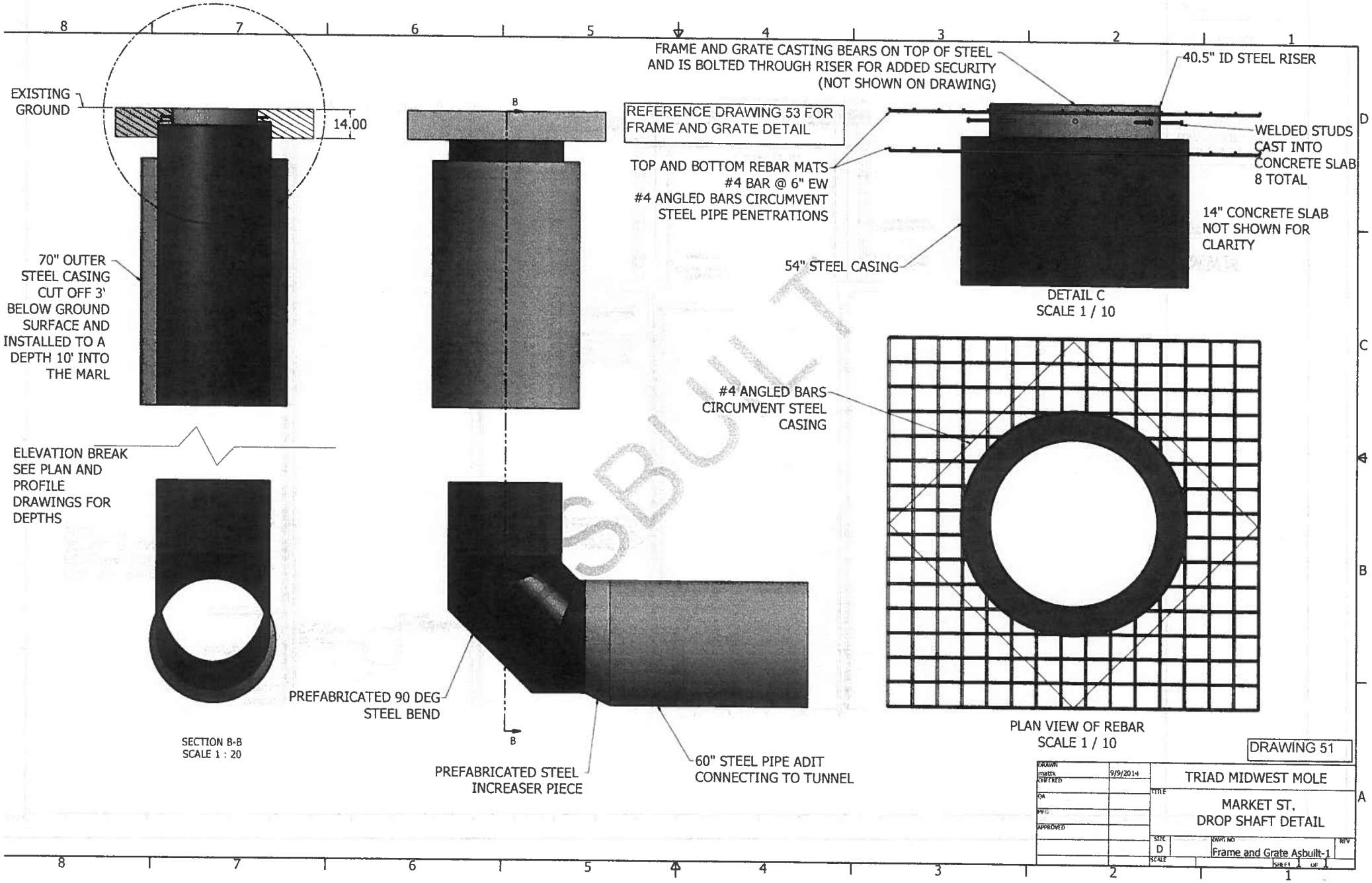

FOR 54" PIPE PENETRATION REBAR DETAIL PLEASE REFERENCE SHEET 33

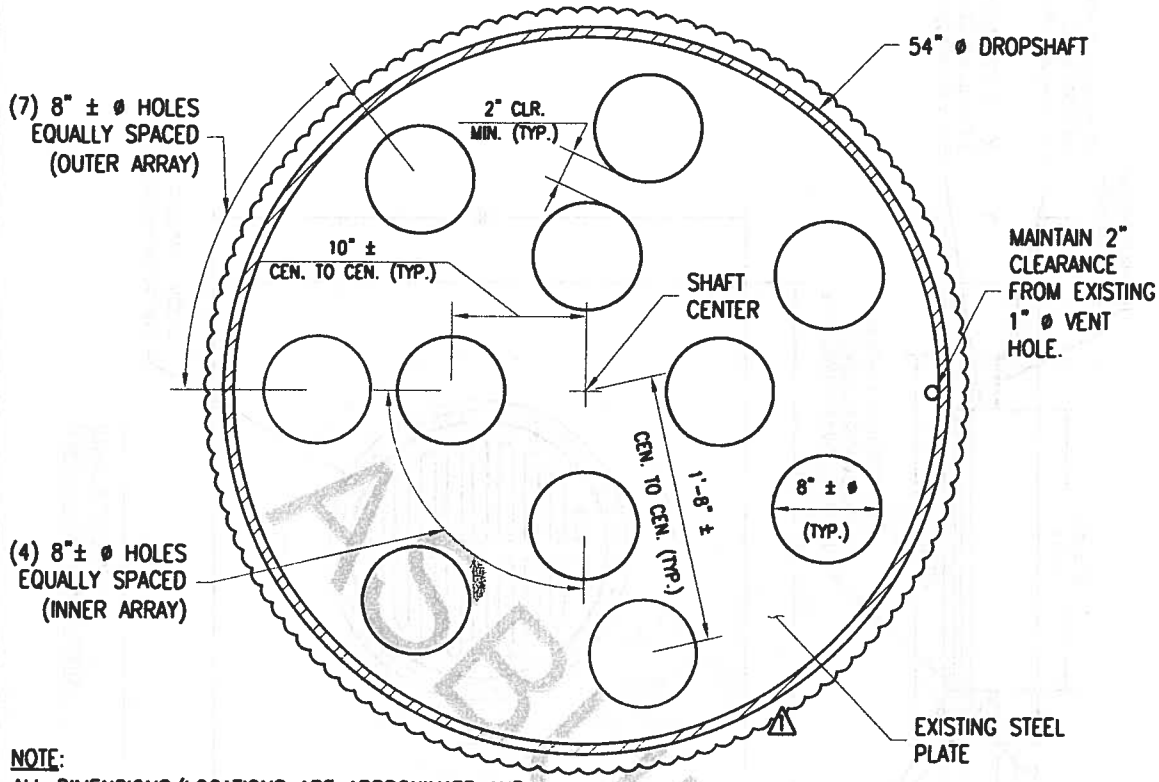
AS BUILT

TMWM

MARKET ST. DRAINAGE TUNNEL

DRAWING 32


EXISTING GROUND
14.00
70" OUTER STEEL CASING CUT OFF 3' BELOW GROUND SURFACE AND INSTALLED TO A DEPTH 10' INTO THE MARL
ELEVATION BREAK SEE PLAN AND PROFILE DRAWINGS FOR DEPTHS
SECTION B-B
SCALE 1 : 20
PREFABRICATED 90 DEG STEEL BEND
PREFABRICATED STEEL INCREASER PIECE
60" STEEL PIPE ADIT CONNECTING TO TUNNEL
FRAME AND GRATE CASTING BEARS ON TOP OF STEEL AND IS BOLTED THROUGH RISER FOR ADDED SECURITY (NOT SHOWN ON DRAWING)
REFERENCE DRAWING 53 FOR FRAME AND GRATE DETAIL
TOP AND BOTTOM REBAR MATS #4 BAR @ 6" EW #4 ANGLED BARS CIRCUMVENT STEEL PIPE PENETRATIONS
54" STEEL CASING
40.5" ID STEEL RISER
WELDED STUDS CAST INTO CONCRETE SLAB 8 TOTAL
14" CONCRETE SLAB NOT SHOWN FOR CLARITY
DETAIL C
SCALE 1 / 10
#4 ANGLED BARS CIRCUMVENT STEEL CASING
PLAN VIEW OF REBAR
SCALE 1 / 10
DRAWING 51
DRAWN mattk 9/9/2014
CHECKED
QA
PM
APPROVED
TRIAD MIDWEST MOLE
MARKET ST. DROP SHAFT DETAIL
SIZE D
DWG NO Frame and Grate Asbuilt-1
REV
SCALE
SHEET 1 OF 1




NOTE:
ALL DIMENSIONS/LOCATIONS ARE APPROXIMATE AND CAN BE CUT/BURNED USING AN OXYGEN/ACETYLENE TORCH OR OTHER ROUGH CUTTING METHOD.

# DROPSHAFT SECONDARY GRATE

| | OPEN AREA (sqft) |
|---|---|
| NEENAH R-5901-J | 3.70 |
| (11) 8" ø HOLES | 3.84 |

| NO. | REVISION | DATE |
|---|---|---|
| 1 | REMOVED CENTER ±8"ø HOLE | 06/02/14 |

0 1' 2'
SCALE: 1" = 1'

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 19075 MICHAEL VANDIVER HORTON

6/3/14

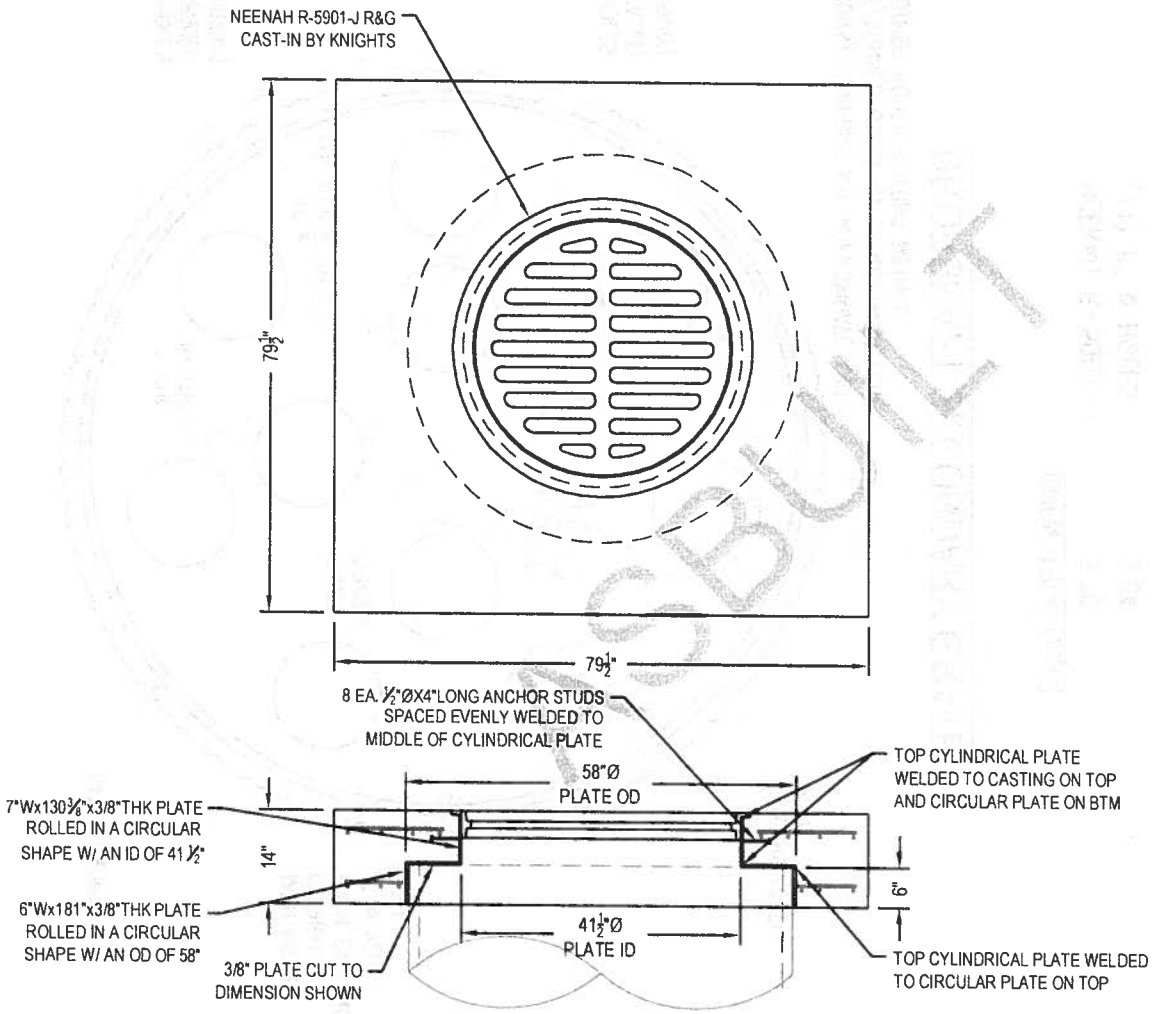
SOUTH CAROLINA DAVIS & FLOYD, INC. No. C00538 CERTIFICATE OF AUTHORIZATION

DRAWING 52

DAVIS & FLOYD
P.O. BOX 61599
CHARLESTON, SC 29419
843-554-8802

| | | |
|---|---|---|
| Owner: CITY OF CHARLESTON | Project Title: MARKET ST. DRAINAGE IMPROVEMENTS DIVISION II TUNNELS AND SHAFTS | Date: JUNE 2014 |
| Drawing Title: DROPSHAFT SECONDARY GRATING | | Job No. 30407.00 |
| Sketch Reference: SHEET S-303 - TIDAL OUTFALL AND DROPSHAFT CAP STRUCTURAL SECTIONS AND DETAILS | Project Location: CHARLESTON, SC | SK-2 |
| | | Sht. 1 of 1 |

DROPSHAFT FRAME AND GRATE DETAIL




**SPECIFICATIONS:**

1. CONCRETE STRENGTH = 4,000 PSI
2. SLAB REINF w. #4 GR. 60 REBAR @ 6" O.C.E.W. DBL MAT

DRAWING 53

# SPECIAL TOPSLAB

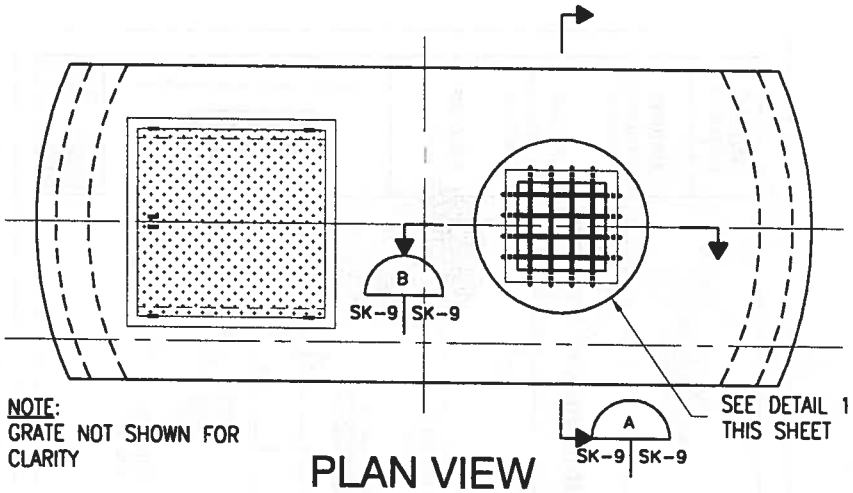
**CUSTOMER:**
Triad Midwest Mole Joint Venture

**JOB NAME:**
Market Street Drainage Imp. Div. II

**STRUCTURE:**
Shaft Cap SC-1

Knight's PRECAST
480 Hodge Road, Summerville, SC 29483, (843)873-3011

| | |
|---|---|
| QUOTE # | 17043 |
| DRAWN BY | JAP |
| DATE DWN/REV | 07-17-12 |
| PLAN DATE | 10-14-06 |
| STAMP DATE | 01-25-12 |
| REV DATE | 01-23-12 |
| FAX/EMAIL | |
| PHONE CON | |

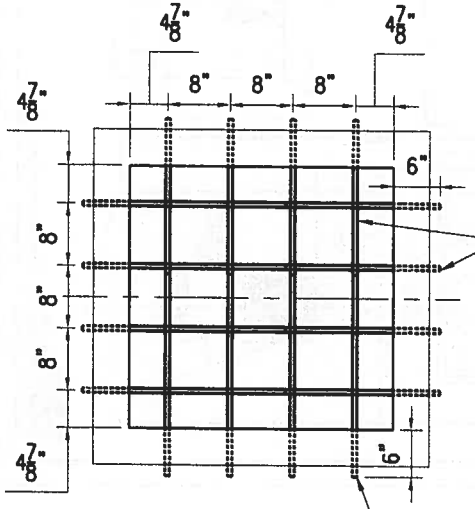



NOTE:
GRATE NOT SHOWN FOR CLARITY

## PLAN VIEW

SCALE: 3/8" = 1' - 0"

NOTES:
1. ACCESS SHAFT LID DIMENSIONSTAKEN FROM SUBMITTAL 020305-19-D.
2. REINFORCING STEEL SHALL CONFORM TO ASTM A706.



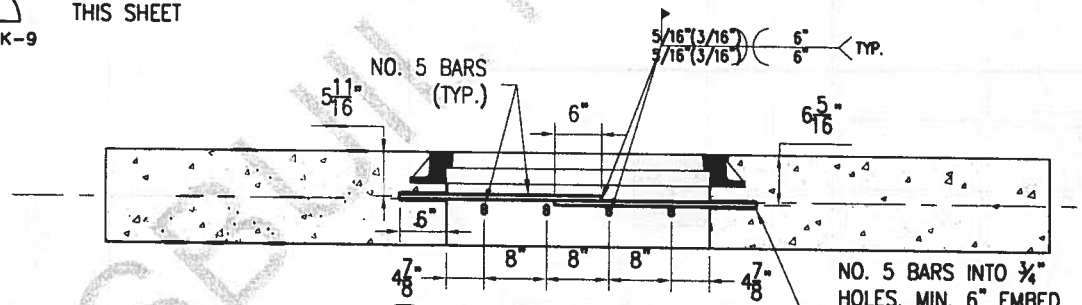

NO. 5 BARS INTO ¾" HOLES. MIN. 6" EMBED. INTO SHAFT LID. FILL HOLES W/ HILTI HIT-RE 500 SD ADHESIVE (TYP.)

NO. 5 BARS (TYP.)

## DETAIL 1

SCALE: 3/4" = 1' - 0"

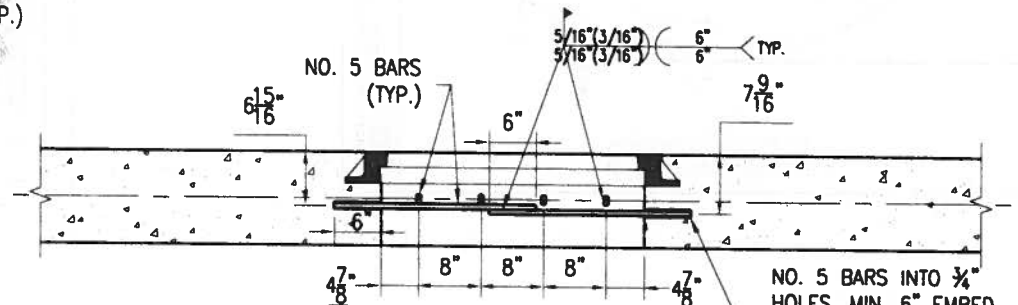
NOTE:
GRATE NOT SHOWN FOR CLARITY




NO. 5 BARS INTO ¾" HOLES. MIN. 6" EMBED. INTO SHAFT LID. FILL HOLES W/ HILTI HIT-RE 500 SD ADHESIVE (TYP.)

A / SK-9 **SECTION**

SCALE: 3/4" = 1' - 0"




NO. 5 BARS INTO ¾" HOLES. MIN. 6" EMBED. INTO SHAFT LID. FILL HOLES W/ HILTI HIT-RE 500 SD ADHESIVE (TYP.)

B / SK-9 **SECTION**

SCALE: 3/4" = 1' - 0"

DRAWING 54

SOUTH CAROLINA PROFESSIONAL ENGINEER No. 27809 2014 09 30 MICHAEL A. PUTNAM

SOUTH CAROLINA DAVIS & FLOYD, INC. No. C00538 CERTIFICATE OF AUTHORIZATION

DAVIS & FLOYD Engineering Architecture Environmental & Laboratory Services

CITY OF CHARLESTON
CHARLESTON, SC
OWNER
MARKET STREET DRAINAGE IMPROVEMENTS
DIVISION II TUNNELS AND SHAFTS
PROJECT TITLE

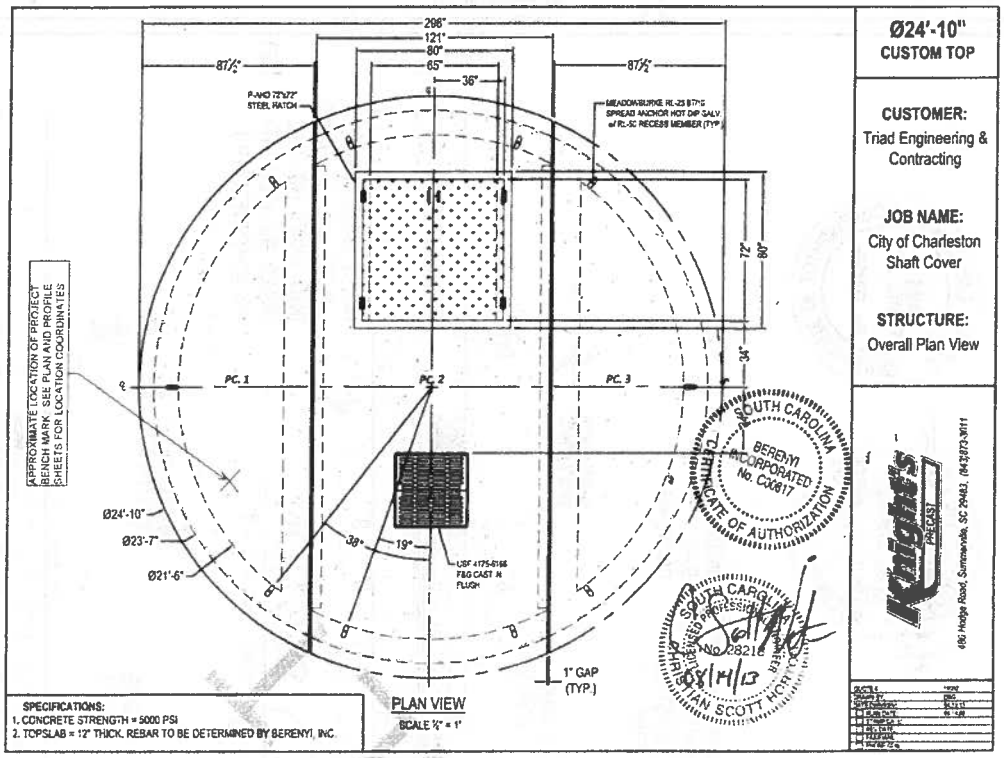
CIVIL

ACCESS SHAFT GRATE SECURITY REBAR
DRAWING TITLE

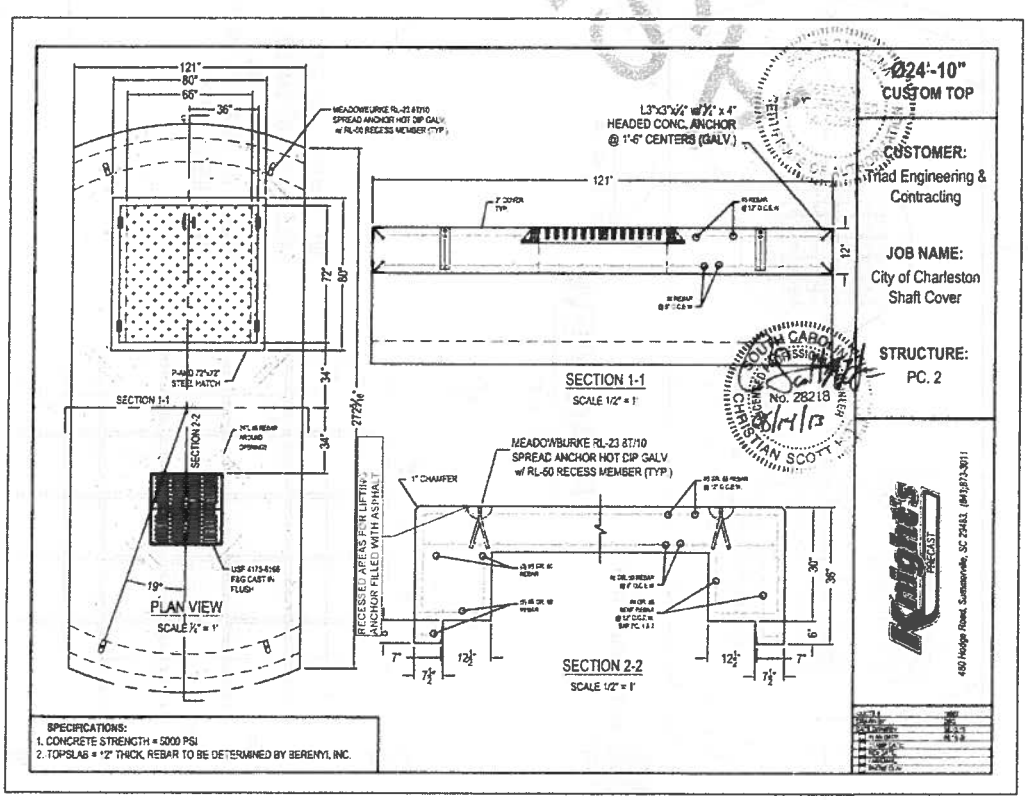
DESIGNED MAP
DRAWN MAP
CHECKED MAP
APPROVED MAP
JOB NO. 30407.02
DATE SEPT. 2014

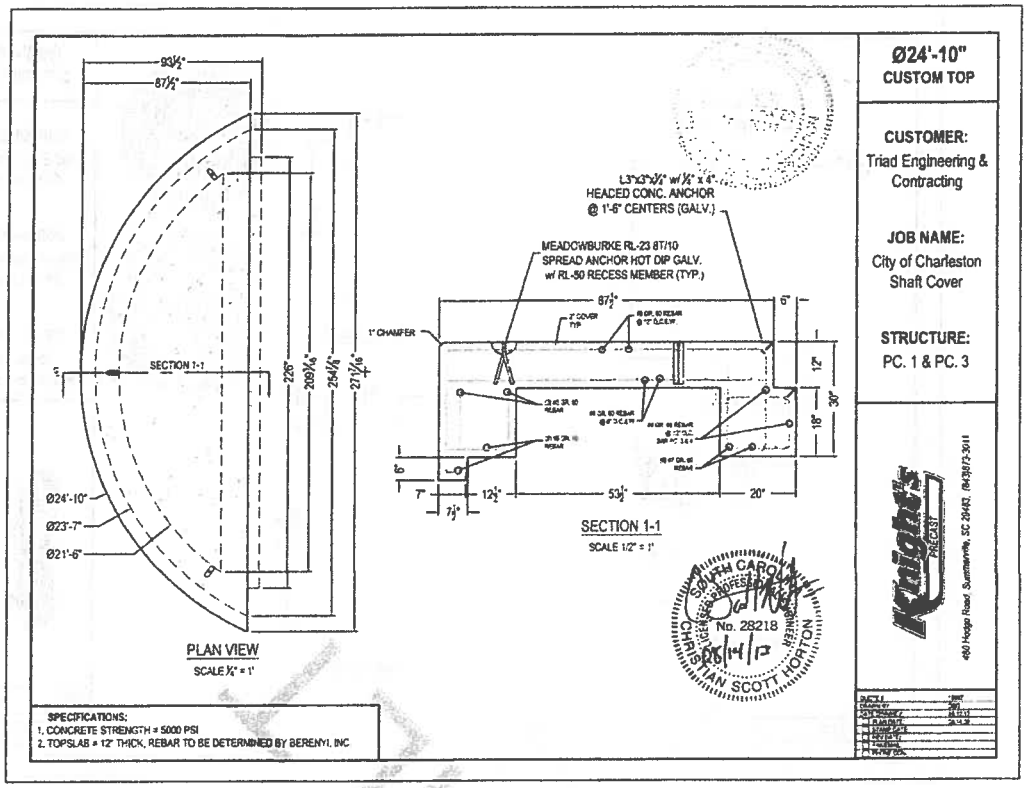
SK-9

G:\Jobs0d6\30407-02\Division II\CE\SK-9_Shaft_Grate_Security_Rebar.dwg, 9/30/2014 5:18:55 PM, Michael A. Putnam

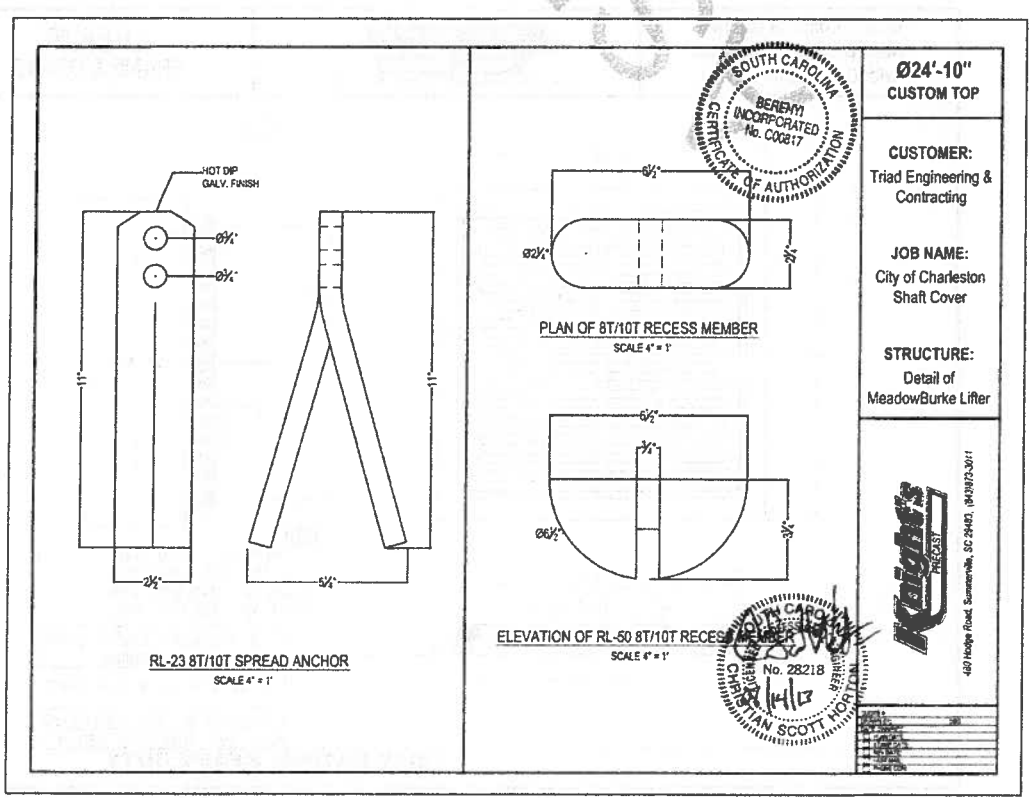

Ø24'-10"
CUSTOM TOP
CUSTOMER:
Triad Engineering & Contracting
JOB NAME:
City of Charleston Shaft Cover
STRUCTURE:
Overall Plan View
296"
121"
80"
65"
36"
87½"
87½"
72"
80"
34"
PC. 1
PC. 2
PC. 3
Ø24'-10"
Ø23'-7"
Ø21'-6"
19"
1" GAP (TYP.)
APPROXIMATE LOCATION OF PROJECT BENCH MARK SEE PLAN AND PROFILE SHEETS FOR LOCATION COORDINATES
PLAN VIEW
SCALE ¼" = 1'
SPECIFICATIONS:
1. CONCRETE STRENGTH = 5000 PSI
2. TOPSLAB = 12" THICK, REBAR TO BE DETERMINED BY BERENYI, INC.
SOUTH CAROLINA
BERENYI INCORPORATED
No. C00617
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 28218
CHRISTIAN SCOTT HORTON
08/14/13
Knights PRECAST
480 Hodge Road, Summerville, SC 29483, (843)873-3011

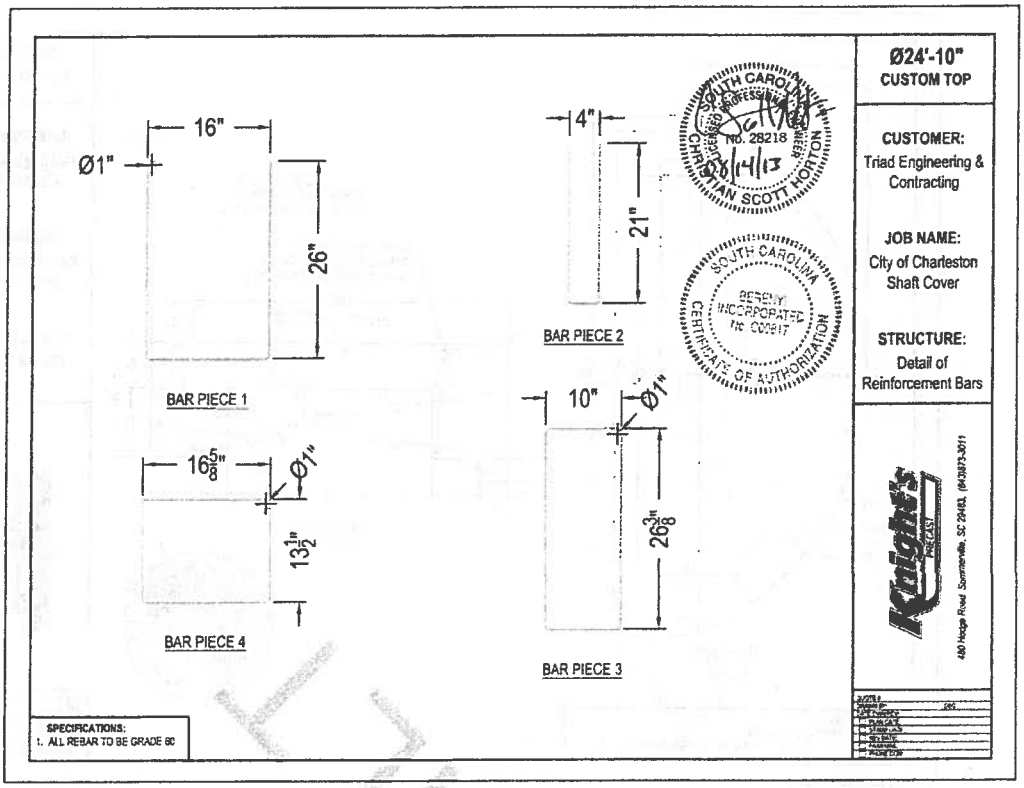
DRAWING 55


Ø24'-10"
CUSTOM TOP
CUSTOMER:
Triad Engineering & Contracting
JOB NAME:
City of Charleston Shaft Cover
STRUCTURE:
PC. 2
121"
80"
65"
36"
MEADOWBURKE RL-23 87/10 SPREAD ANCHOR HOT DIP GALV w/ RL-60 RECESS MEMBER (TYP.)
L3"x3"x¼" w/ ⅜" x 4" HEADED CONC. ANCHOR @ 1'-6" CENTERS (GALV.)
SECTION 1-1
SCALE 1/2" = 1'
SECTION 2-2
SCALE 1/2" = 1'
PLAN VIEW
SCALE ¼" = 1'
RECESSED AREAS FOR LIFTING ANCHOR FILLED WITH ASPHALT
1" CHAMFER
19"
SPECIFICATIONS:
1. CONCRETE STRENGTH = 5000 PSI
2. TOPSLAB = 12" THICK, REBAR TO BE DETERMINED BY BERENYI, INC.
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEER
No. 28218
CHRISTIAN SCOTT HORTON
08/14/13
Knights PRECAST
480 Hodge Road, Summerville, SC 29483, (843)873-3011


Ø24'-10"
CUSTOM TOP
CUSTOMER:
Triad Engineering & Contracting
JOB NAME:
City of Charleston Shaft Cover
STRUCTURE:
PC. 1 & PC. 3
PLAN VIEW
SCALE ¼" = 1'
SECTION 1-1
SCALE 1/2" = 1'
L3"x3"x¼" w/ ½" x 4" HEADED CONC. ANCHOR @ 1'-6" CENTERS (GALV.)
MEADOWBURKE RL-23 8T/10 SPREAD ANCHOR HOT DIP GALV. w/ RL-50 RECESS MEMBER (TYP.)
1" CHAMFER
Ø24'-10"
Ø23'-7"
Ø21'-6"
SPECIFICATIONS:
1. CONCRETE STRENGTH = 5000 PSI
2. TOPSLAB = 12" THICK, REBAR TO BE DETERMINED BY BERENYI, INC
SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 28218
CHRISTIAN SCOTT HORTON
Knight's PRECAST
400 Hodge Road, Summerville, SC 29483, (843)873-3011

DRAWING 56


Ø24'-10"
CUSTOM TOP
CUSTOMER:
Triad Engineering & Contracting
JOB NAME:
City of Charleston Shaft Cover
STRUCTURE:
Detail of MeadowBurke Lifter
HOT DIP GALV. FINISH
RL-23 8T/10T SPREAD ANCHOR
SCALE 4" = 1'
PLAN OF 8T/10T RECESS MEMBER
SCALE 4" = 1'
ELEVATION OF RL-50 8T/10T RECESS MEMBER
SCALE 4" = 1'
SOUTH CAROLINA
BERENYI INCORPORATED
No. C00817
CERTIFICATE OF AUTHORIZATION
SOUTH CAROLINA
PROFESSIONAL ENGINEER
No. 28218
CHRISTIAN SCOTT HORTON
Knight's PRECAST
400 Hodge Road, Summerville, SC 29483, (843)873-3011

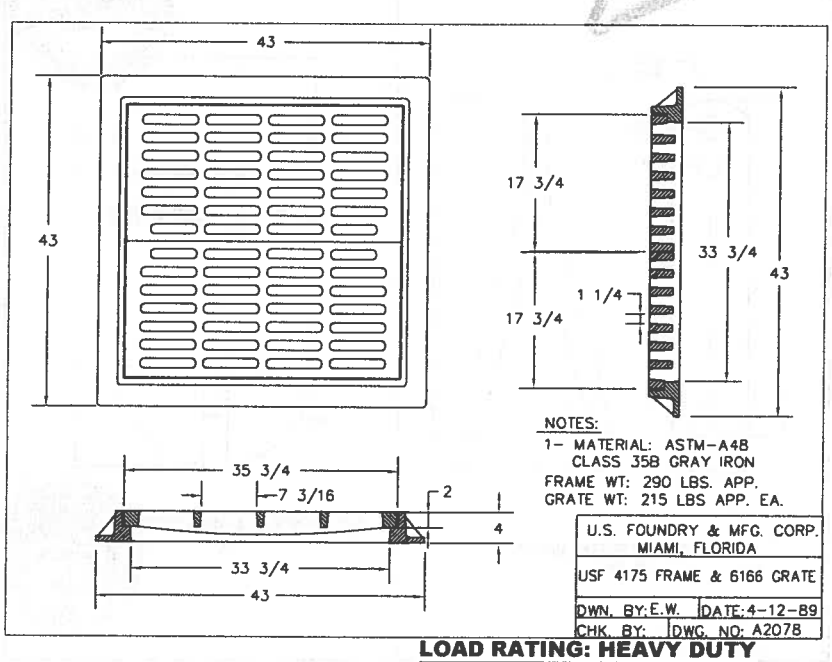



DRAWING 57

Quality Concrete Sanitary, Water & Drainage Products with Dependable Service

Knight's PRECAST
818 Central Avenue Summerville SC 29483 (843)873-3011

**4175-6166**
**FRAME & GRATE**



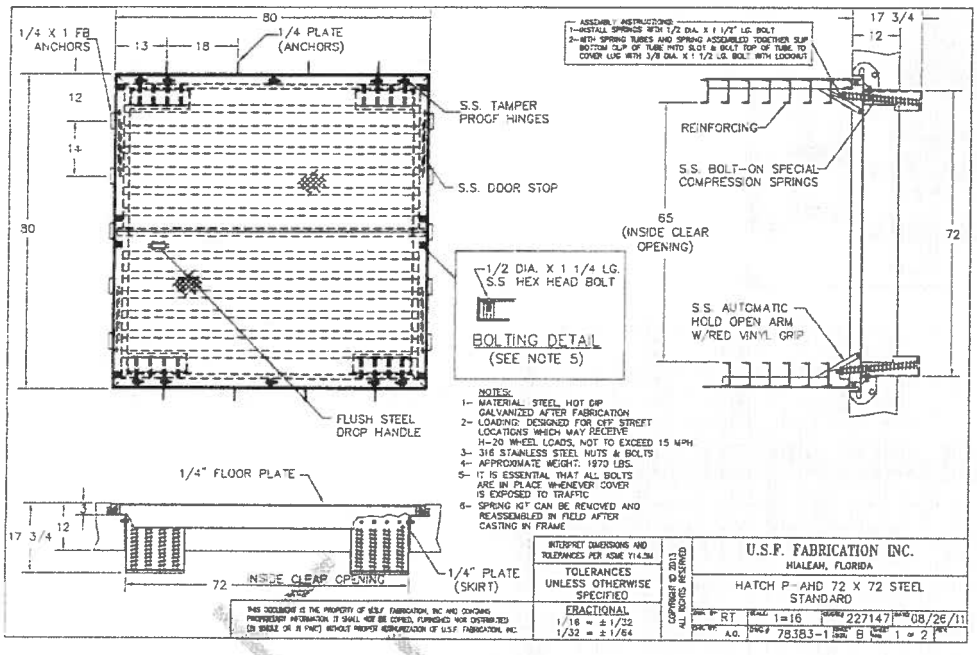

NOTES:
1- MATERIAL: ASTM-A48
CLASS 35B GRAY IRON
FRAME WT: 290 LBS. APP.
GRATE WT: 215 LBS APP. EA.

U.S. FOUNDRY & MFG. CORP.
MIAMI, FLORIDA

USF 4175 FRAME & 6166 GRATE

DWN. BY: E.W. | DATE: 4-12-89
CHK. BY: | DWG. NO: A2078

**LOAD RATING: HEAVY DUTY**




DRAWING 58

ASBCI

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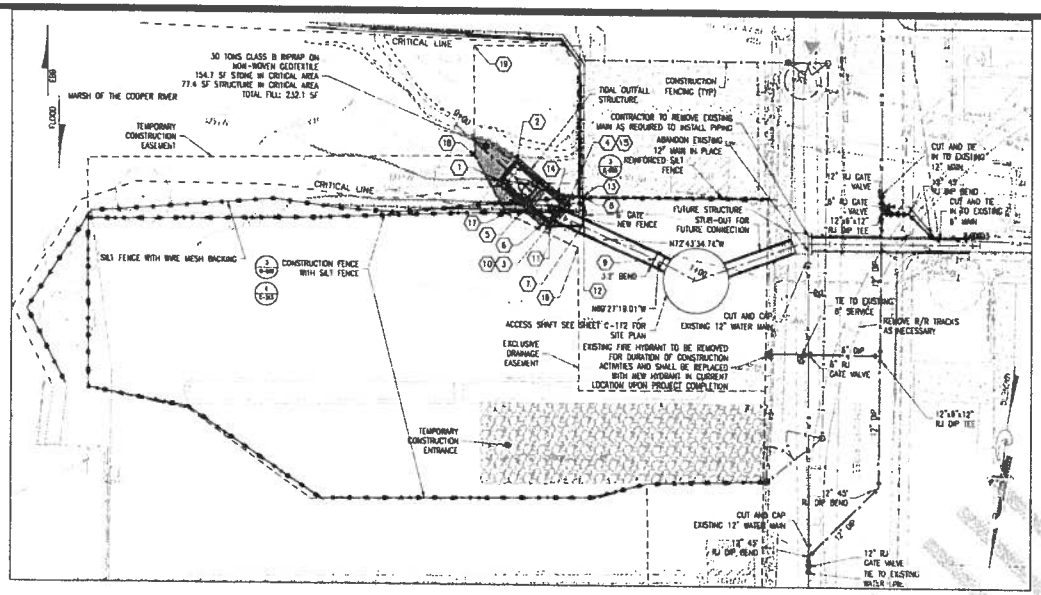
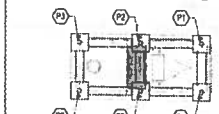



| BUILT AS SHOWN | OUTFALL STRUCTURE LAYOUT | | |
|---|---|---|---|
| POINT | NORTHING | EASTING | NOTES |
| 1 | 348850.04 | 2330223.28 | |
| 2 | 348842.18 | 2330217.96 | |
| 3 | 348683.09 | 2330203.83 | |
| 4 | 348655.21 | 2330198.82 | |
| BUILT AS SHOWN | FENCING LAYOUT | | |
| POINT | NORTHING | EASTING | NOTES |
| 5 | 348856.85 | 2330213.45 | TIE TO EXISTING FENCE |
| 6 | 348883.44 | 2330208.85 | |
| 7 | 348661.81 | 2330192.41 | |
| 8 | 348651.41 | 2330193.72 | TIE TO EXISTING FENCE |
| BUILT AS SHOWN | PIPING BEND LAYOUT | | |
| POINT | NORTHING | EASTING | NOTES |
| 9 | 348670.12 | 2330186.00 | 3.2° BEND |
| 8" CONCRETE PAD LAYOUT | | | |
| POINT | NORTHING | EASTING | NOTES |
| 10 | 348663.09 | 2330203.93 | STRUCTURE POINT 8 |
| 11 | 348663.58 | 2330203.87 | |
| 12 | 348662.04 | 2330191.85 | |
| 13 | 348651.37 | 2330193.22 | |
| 14 | 348652.58 | 2330202.54 | |
| 15 | 348655.91 | 2330198.82 | STRUCTURE POINT 4 |
| DRAINAGE EASEMENT LAYOUT | | | |
| POINT | NORTHING | EASTING | NOTES |
| 16 | 348869.68 | 2330192.99 | |
| 17 | 348880.81 | 2330218.82 | |
| 18 | 348842.32 | 2330232.82 | |
| 19 | 348804.08 | 2330237.81 | |

NOTE:
WHERE NEW FENCE POST FOUNDATIONS WILL INTERFERE WITH STORM PIPING, CONTRACTOR SHALL ATTACH FENCE POSTS TO 8" CONCRETE PAD SEE DETAIL THIS SHEET.

| OUTFALL STRUCTURE PILE LAYOUT | | | |
|---|---|---|---|
| POINT | NORTHING | EASTING | BOT TIP EL. |
| P1 | 348850.07 | 2330221.87 | +/- EL. -35.00 |
| P2 | 348842.57 | 2330213.73 | +/- EL. -35.00 |
| P3 | 348681.29 | 2330204.47 | +/- EL. -35.00 |
| P4 | 348843.61 | 2330217.50 | +/- EL. -35.00 |
| P5 | 348848.82 | 2330209.12 | +/- EL. -35.00 |
| P6 | 348855.46 | 2330199.72 | +/- EL. -35.00 |

NOTE: COORDINATES LISTED ARE TO CENTER OF PILE




OUTFALL STRUCTURE PILE LAYOUT DIAGRAM

GRAPHIC SCALE

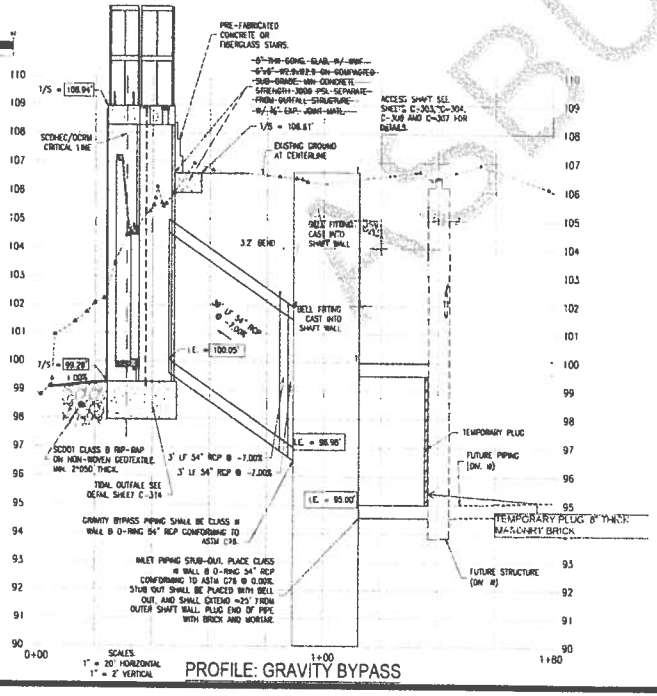
(IN FEET)
1 inch = 20 ft.

WATER RELOCATION NOTES:
1. NEW WATER MAIN TO BE INSTALLED TO A DEPTH OF 4' AS MEASURED FROM THE TOP OF PIPE TO EXISTING GRADE.
2. AFTER INSTALLATION, PIPING INSTALLED AS A PART OF THIS RELOCATION SHALL BE PRESSURE TESTED, DISINFECTED, AND SAMPLED AND ANALYZED FOR BACTERIA BY A SCDHEC APPROVED LABORATORY.
3. PIPE INSTALLATION AND TESTING SHALL BE PERFORMED BY CHARLESTON WATER SYSTEM APPROVED CONTRACTOR.
4. COPIES OF THE COMPLETED PRESSURE AND BACTERIAL TESTING SHALL BE PROVIDED TO CHARLESTON WATER SYSTEM.
5. ALL PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED.

WATER RELOCATION BID INCLUSIONS:

| ITEM | NUMBER |
|---|---|
| 6" GATE VALVE | 1 |
| 8" SOLID SLEEVE | 1 |
| 12" SOLID SLEEVE | 2 |
| 12"x8"x12" TEE | 1 |

NOTES:
1. ALL WORK ON ACCESS SHAFT SITE SHALL BE PERFORMED IN ACCORDANCE WITH THE EASEMENT AGREEMENT BETWEEN THE PROJECT OWNER AND SCSPA. SEE SPECIFICATION APPENDIX D AND SPECIFICATION SECTION 01 32 "SUPPLEMENTAL CONDITIONS."
2. TIDAL OUTFALL WORK WITHIN THE CRITICAL AREA SHALL BE PERFORMED IN ACCORDANCE WITH THE CRITICAL AREA PERMIT. SEE SPECIFICATION APPENDIX L




SCALES:
1" = 20' HORIZONTAL
1" = 2' VERTICAL

PROFILE: GRAVITY BYPASS

DRAWING 59

811 Know what's below. Call before you dig.

SOUTH CAROLINA NOTARY PUBLIC (LOTTIE) INC. No. C00138 CERTIFICATE OF

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 18073 MICHAEL NOTARY PUBLIC

DAVIS & FLOYD Engineering Architecture Environmental & Laboratory Services

URS

CITY OF CHARLESTON
CHARLESTON, SC

MARKET ST. DRAINAGE IMPROVEMENTS
DIVISION II TUNNELS AND SHAFTS

CIVIL

GRAVITY BYPASS PIPING PLAN AND PROFILE

DRAWING NO.

| NO. | REVISION | BY | DATE |
|---|---|---|---|
| 1 | ISSUED FOR BIDDING | BH | 01/17/13 |
| 2 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 3 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 4 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 5 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 6 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 7 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 8 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 9 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 10 | ADDED SHAFT SUPPORT | BH | 02/04/13 |
| 11 | ADDED SHAFT SUPPORT | BH | 02/04/13 |

DRAWN / CHKD: MAP / MAH
DESIGNED: BHH
DATE: JANUARY 2012
JOB NO.: 30-017.00
ISSUED: BIDDING
SHEET: C-313

SHEET 39 OF 39

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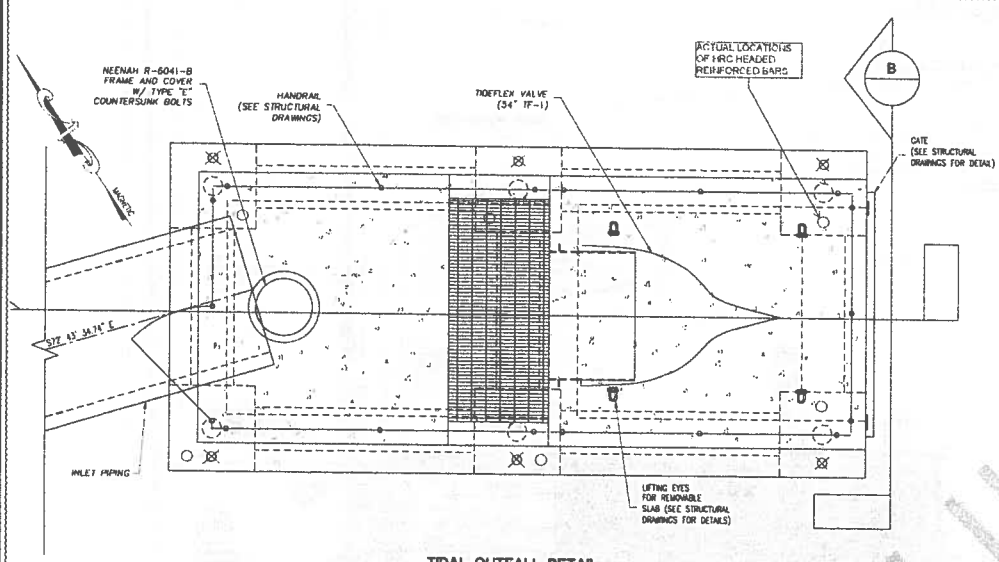
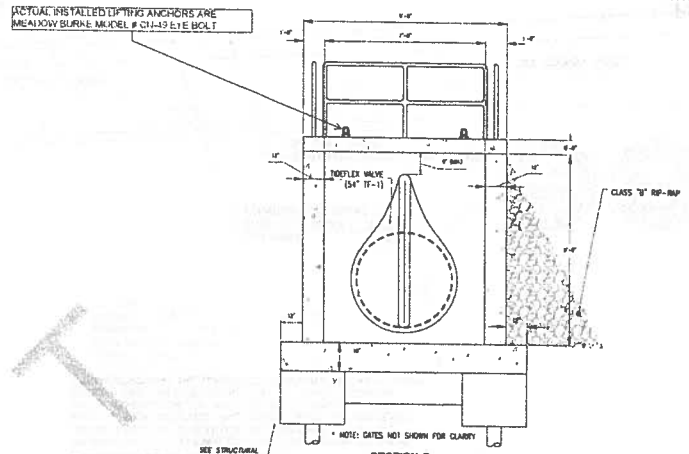
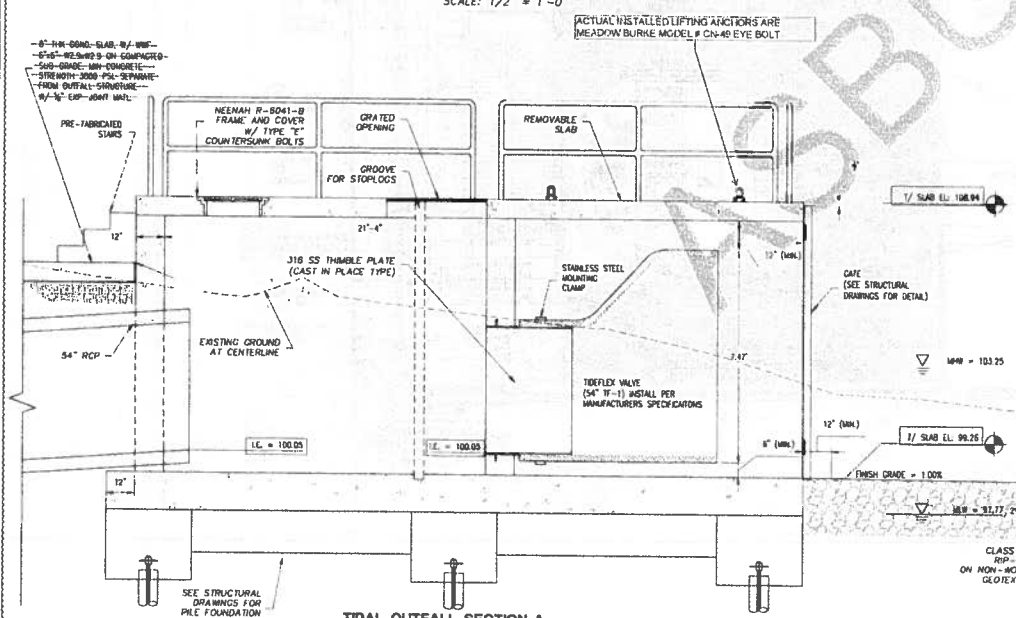


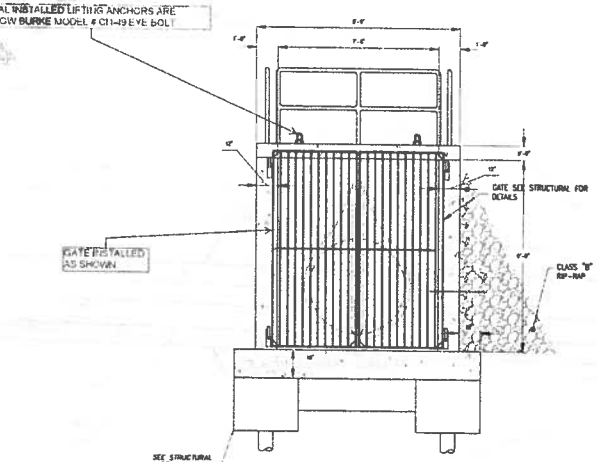

**TIDAL OUTFALL DETAIL**
SCALE: 1/2" = 1'-0"




**SECTION B**
SCALE: 3/8" = 1'-0"




**TIDAL OUTFALL SECTION A**
SCALE: 1/2" = 1'-0"




**TYP. GATE DETAIL**
SCALE: 3/8" = 1'-0"

DRAWING 60

AS BUILT

SOUTH CAROLINA DAVIS & FLOYD, INC. No. C0013B CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 18075 MICHAEL W. MONTON

DAVIS Engineering Architecture FLOYD Environmental & Laboratory Services

URS

CITY OF CHARLESTON
CHARLESTON, SC
MARKET ST. DRAINAGE IMPROVEMENTS DIVISION II TUNNELS AND SHAFTS

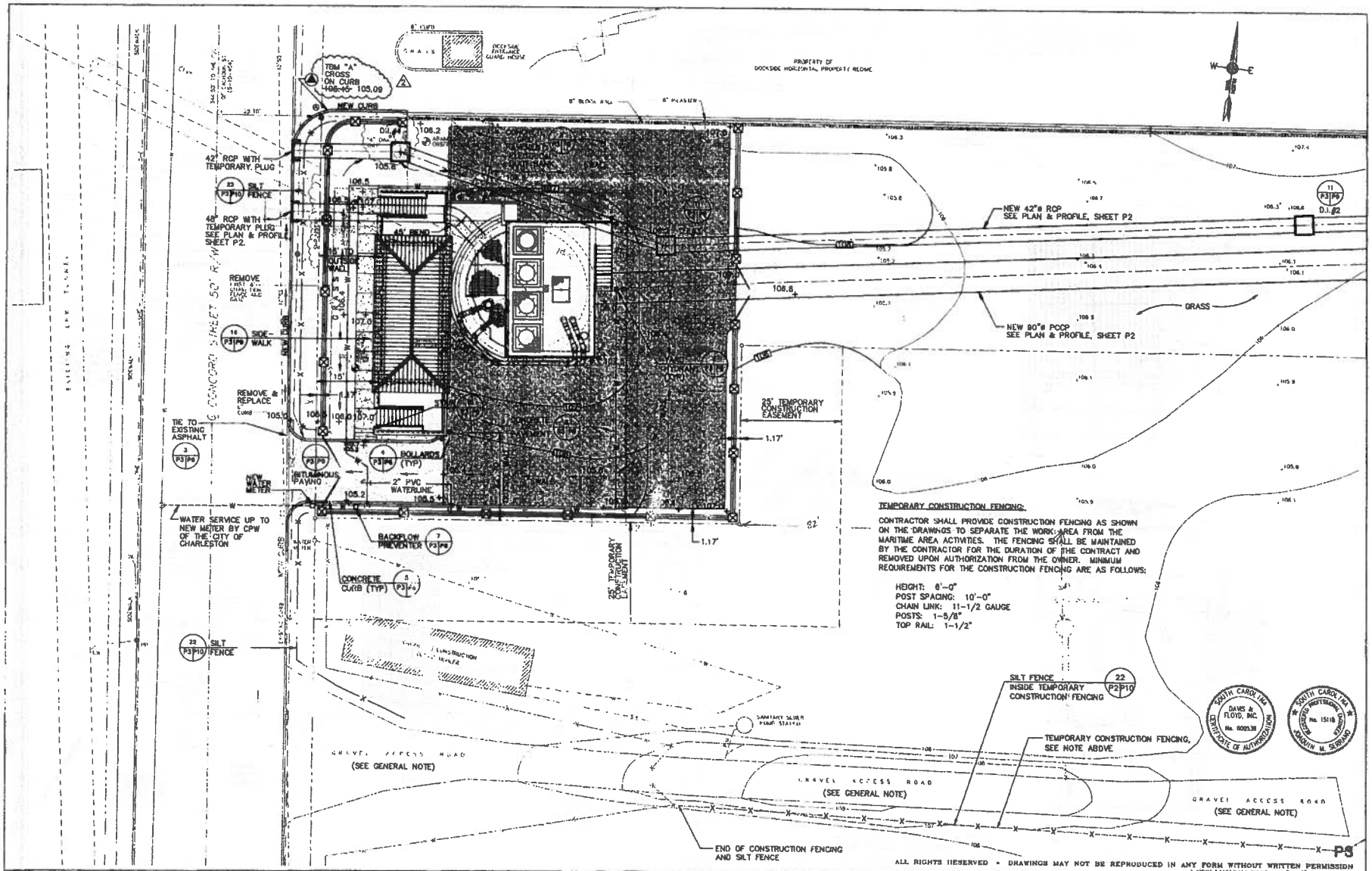
CIVIL

TIDAL OUTFALL STRUCTURE DETAILS

| NO. | REVISION | DATE | BY |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |

DESIGNED BWH
DRAWN BWH
CHECKED MAP
JOB NO. 30457.00
DATE JANUARY 2012

C-314
SHEET 30 OF 30

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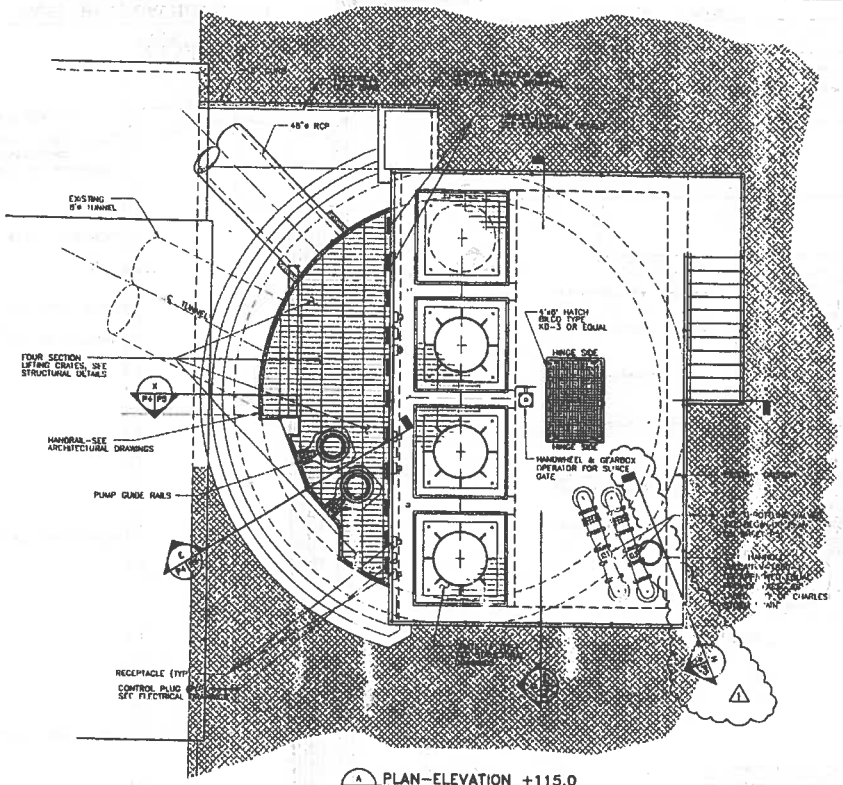
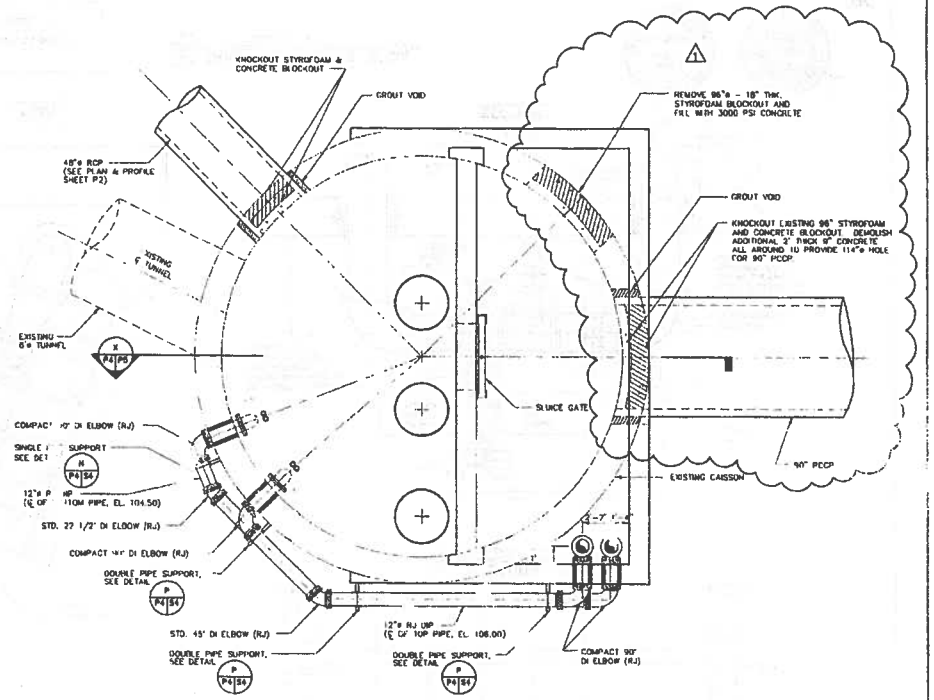
| | | | | | |
|---|---|---|---|---|---|
| EAST BAY / CALHOUN DIVISION II PUMP STATION | DAVIS & FLOYD ENGINEERS · ARCHITECTS · PLANNERS · SURVEYORS CHARLESTON · GREENWOOD · COLUMBIA | OWNER: CITY OF CHARLESTON | TITLE: PUMP STATION CIVIL SITE PLAN | DESIGNED: JAS/MVH; DRAWN: ALP; CHECKED: JAS; APPROVED: HWC | SCALE: 1" = 10'; DATE: SEPTEMBER 1996; CONTRACT NO: 8878.00; SHEET 3 OF 36 |

| DATE | REVISION | BY |
|---|---|---|
| 01/26/97 | REVISE TBM "A" | JAS |
| 10/8/96 | ACCORDING NO. 1 | JAS |
| 9/27/96 | DATE | JAS |

\JOBS\8455\NEW\TUBE "PLOT" 09/26 1:10




A P3|P4 PLAN-ELEVATION +115.0
SCALE: 1/4" = 1'-0"




B P3|P4 PLAN-ELEVATION +106.0
SCALE: 1/4" = 1'-0"

## 12" FORCE MAIN GENERAL NOTES

1. ALL BURIED 12" FORCE MAINS SHALL BE RESTRAINED JOINT DUCTILE IRON PIPE, PRESSURE CLASS 350 IN ACCORDANCE WITH THE SPECIFICATIONS. PROVIDE POLYETHYLENE ENCASEMENT OF DIP BELOW GROUND.
2. ALL NON-BURIED, EXPOSED 12" FORCE MAINS SHALL BE FLANGED DUCTILE IRON PIPE. MINIMUM THICKNESS CLASS 53.
3. ALL COMPACT DUCTILE IRON PIPE FITTINGS SHALL BE IN ACCORDANCE WITH ANSI/AWWA C153/A21.53, WITH WORKING PRESSURE RATING OF 350 PSI. FITTINGS SHALL HAVE ASPHALTIC OUTSIDE COATING AND CEMENT LINED AND SEAL COATED LINING IN THE INTERIOR IN ACCORDANCE WITH THE SPECIFICATIONS.
4. THE PIPING LAYOUT SHOP DRAWING AND THE PIPE HANGER SHOP DRAWING SHALL BE SUBMITTED FOR APPROVAL TOGETHER FOR EASE OF COORDINATION. THE BLOCKOUTS IN THE CONCRETE STRUCTURES MUST BE PROPERLY COORDINATED WITH APPROVED SHOP DRAWINGS.

SOUTH CAROLINA DAVIS & FLOYD, INC. No. 000538 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 15118 JOAQUIN M. SORIANO

P4

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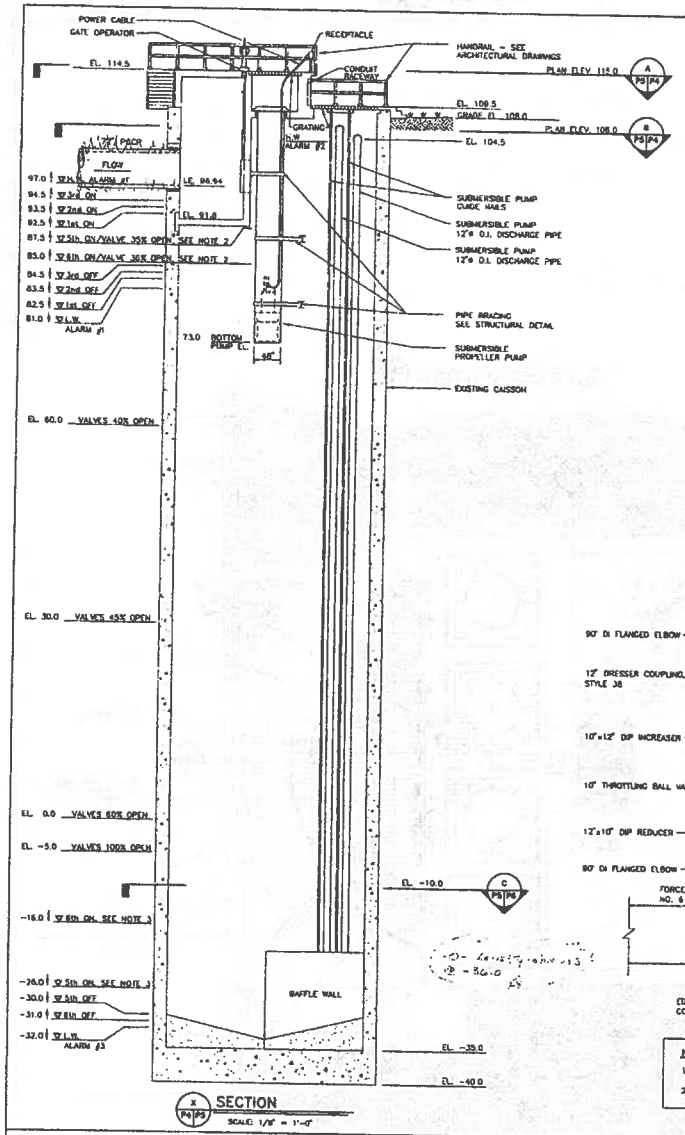
| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| EAST BAY/CALHOUN DIVISION II PUMP STATION | DAVIS & FLOYD CHARLESTON • GREENWOOD • COLUMBIA | OWNER: CITY OF CHARLESTON | TITLE: UPPER LEVEL WETWELL PLANS | DESIGNED: JMS/MVH | | | SCALE: AS SHOWN | CONTRACT NO. 8876.00 |
| | | | | DRAWN: DAR/ALP | | | | |
| | | | | CHECKED: JMS | 10/10/96 | △1 ADDENDUM NO. 4 | JMS | DATE: SEPTEMBER 1996 |
| | | | | APPROVED: HWG | 9/27/96 | BDS | JMS | SHEET 4 OF 36 |
| | | | | | DATE | REVISION | BY | |

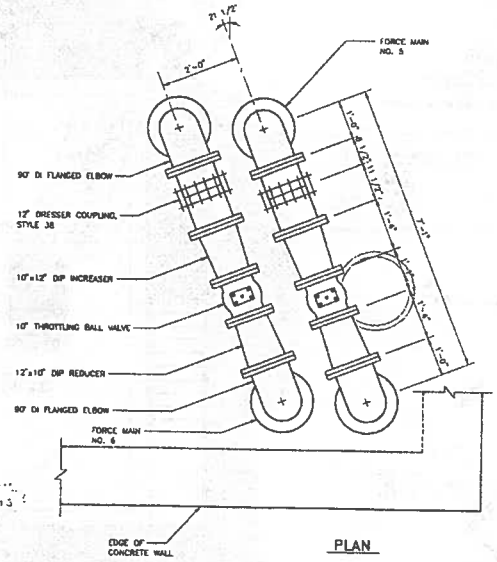



A P5/P4 B P5/P4 C P5/P4

X P4/P5 SECTION
SCALE: 1/8" = 1'-0"

## DEWATERING PUMP CONTROL AND THROTTLING VALVE NOTES:

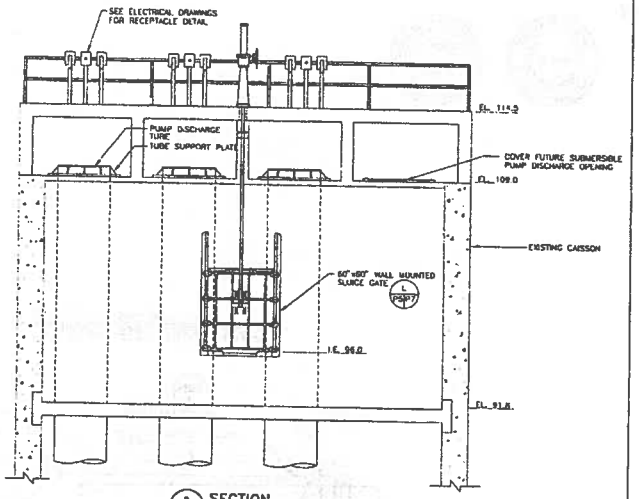
1. THE DEWATERING PUMPS (NO. 5 & NO. 6) SHALL BE TURNED OFF WHEN THE FIRST LARGE STORMWATER PUMP TURNS ON. THE DEWATERING PUMPS WILL REMAIN OFF WHEN ANY ONE OF THE LARGE STORMWATER PUMPS IS RUNNING.
2. AFTER A STORM CONDITION, THE DEWATERING PUMPS SHALL BE TURNED ON, AT ITS DESIGNATED ON-LEVEL, WHEN THE WATER LEVEL IN SHAFT NO. 1 IS LOWER THAN EL. 92.0 AND THE LAST RUNNING LARGE STORMWATER PUMP IS OFF FOR 2 HOURS.
3. DURING DRY WEATHER PERIODS AND BEFORE A STORM CONDITION, THE DEWATERING PUMPS SHALL BE TURNED ON, AT ITS DESIGNATED ON-LEVEL, WHEN THE WATER LEVEL EXCEEDS -26.0.
4. THE THROTTLING VALVES SHALL REMAIN CLOSED WHEN ITS CORRESPONDING DEWATERING PUMP IS NOT RUNNING. WHEN A DEWATERING PUMP IS CALLED TO RUN, THE CORRESPONDING THROTTLING VALVE WILL START SIMULTANEOUSLY TO OPEN AT THE DESIGNATED POSITION SET BY THE WATER LEVEL IN THE CAISSON.
5. WHEN A RUNNING DEWATERING PUMP IS READY TO BE TURNED OFF, THE CORRESPONDING THROTTLING VALVE WILL START TO CLOSE. THE DEWATERING PUMP WILL BE TURNED OFF BEFORE THE VALVE IS FULLY CLOSED (APPROX. 20% OPEN).
6. THE THROTTLING VALVES SHALL BE SET FOR A FAIL-OPEN MODE. A FAILURE MODE ON THE VALVE WILL SHUT THE CORRESPONDING DEWATERING PUMP OFF. THE DEWATERING PUMP MAY BE RESTARTED MANUALLY WITH A FAIL-OPEN VALVE.



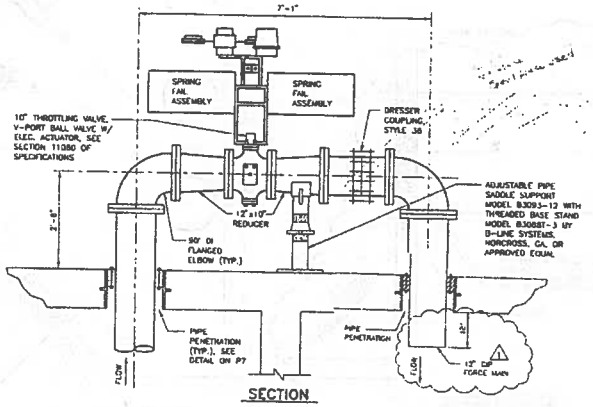

PLAN

NOTES:
1. REFER TO THE DUCTILE IRON FORCE MAIN NOTES ON SHEET P4.
2. VALVE ACTUATOR NOT SHOWN ON PLAN FOR CLARITY.

N P4/P5 THROTTLING VALVES DETAIL
SCALE: 3/4" = 1'-0"




B P4/P5 SECTION
SCALE: 1/4" = 1'-0"




SECTION

SOUTH CAROLINA DAVIS & FLOYD, INC. No. 8005338 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER 15118 WILLIAM M. SERRANO 7/24/96

P5

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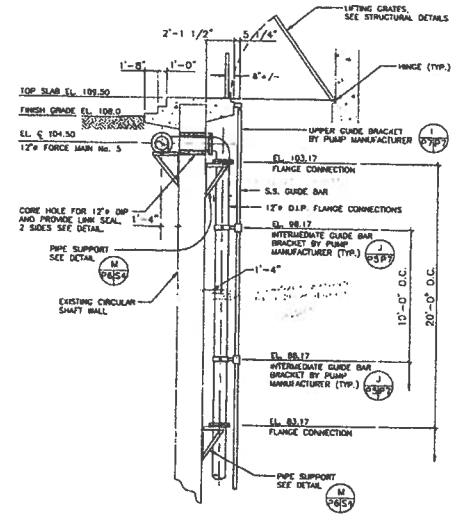
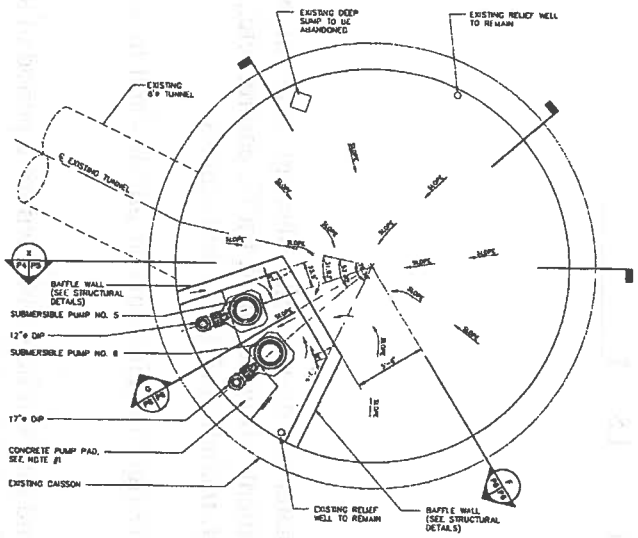
| | | | | | |
|---|---|---|---|---|---|
| EAST BAY/CALHOUN DIVISION II PUMP STATION | DAVIS & FLOYD CHARLESTON • GREENWOOD • COLUMBIA | OWNER: CITY OF CHARLESTON | TITLE: WETWELL SECTIONS & DETAILS | DESIGNED: JVS/MM; DRAWN: DAR/ALP; CHECKED: JVS; APPROVED: HWC | SCALE: AS SHOWN; DATE: SEPTEMBER 1996; CONTRACT NO. 8878.00; SHEET 5 OF 36 |
| | | | | 8/27/96 BDS JVS DATE REVISION BY | |



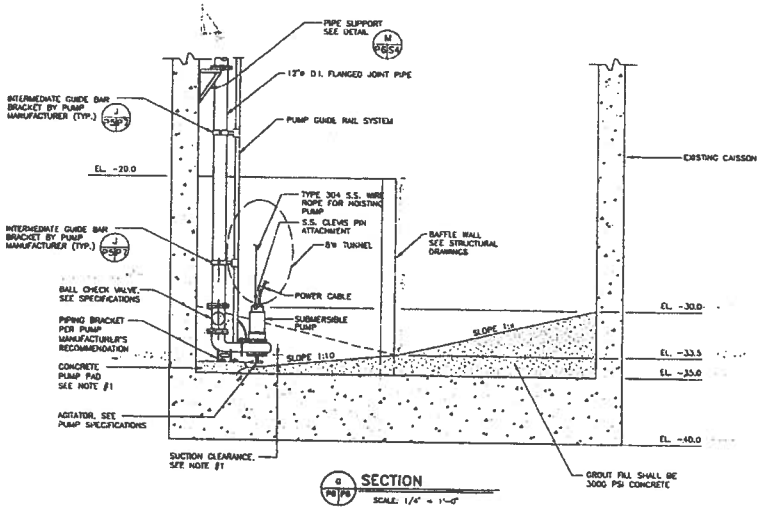

SECTION
SCALE: 1/4" = 1'-0"

## DEWATERING PUMP CONSTRUCTION NOTES:

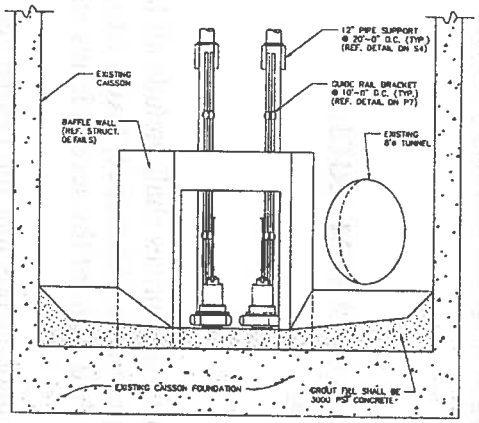
1. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR THE DEWATERING PUMPS, SHOWING THE REQUIRED CONCRETE PUMP PAD HEIGHT AND THE PUMP SUCTION CLEARANCE FOR APPROVAL BY THE ENGINEER. THE APPROVED HEIGHT AND CLEARANCE ON THE SHOP DRAWING AND ANY ADDITIONAL REQUIREMENT BY THE ENGINEER SHALL BE USED IN CONSTRUCTING THE SUMP FOR THE DEWATERING PUMPS.
2. THE CONTRACTOR SHALL VERIFY THE PUMP DIMENSIONS AND LAYOUT IN THE FIELD, TO ASSURE THAT THE PUMPS ARE EASILY RETRIEVABLE THROUGH THE GUIDE RAIL SYSTEM. A MINIMUM 8" CLEARANCE SHALL BE PROVIDED BETWEEN THE PUMPS, AND FROM THE PUMP TO THE WALLS AT THE BOTTOM OF THE CAISSON. THE CONTRACTOR SHALL SPECIFICALLY CHECK THAT ADEQUATE CLEARANCES (8" RECOMMENDED) IS PROVIDED FOR THE RETRIEVAL OF THE PUMPS THROUGH THE SLAB AT ELEVATION 109.0 BEFORE ANY PERMANENT MOUNTING OF THE FORCE MAINS, SUPPORTS AND GUIDE RAIL SYSTEM.
3. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF THE FORCE MAIN SUPPORTS AND PUMP GUIDE RAIL SYSTEM IN ACCORDANCE WITH THE PUMP SPECIFICATIONS FOR APPROVAL. THE MINIMUM INFORMATION REQUIRED ON THE SHOP DRAWING INCLUDES THE LAYOUT, SPACING, MATERIAL OF CONSTRUCTION AND DIMENSIONS OF EACH ITEM. ADDITIONAL SHOP DRAWING REQUIREMENTS ARE INCLUDED IN THE PUMP SPECIFICATIONS.




PLAN – ELEVATION (–10.0)
SCALE: 1/4" = 1'-0"




SECTION
SCALE: 1/4" = 1'-0"




SECTION
SCALE: 1/4" = 1'-0"

SOUTH CAROLINA DAVIS & FLOYD, INC. No. 0005338 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA No. 15318 REGISTERED PROFESSIONAL ENGINEER BENJAMIN M. SERRANO

P6

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| | | | | | |
|---|---|---|---|---|---|
| EAST BAY/CALHOUN DIVISION II PUMP STATION | DAVIS & FLOYD CHARLESTON • GREENWOOD • COLUMBIA | OWNER: CITY OF CHARLESTON | TITLE: UPPER AND LOWER LEVEL WETWELL PLAN & SECTIONS | DESIGNED: JMS/MVH<br>DRAWN: DAR/ALP<br>CHECKED: JMS<br>APPROVED: HWG | SCALE: AS SHOWN<br>DATE: SEPTEMBER 1996<br>CONTRACT NO. 8878.00<br>SHEET 6 OF 36 |

| DATE | REVISION | BY |
|---|---|---|
| 8/27/96 | JMS | JMS |

## SCHEDULE OF PRICES

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1. | Mobilization/Demobilization | 1 | LS | $_____ | $_____ |
| 2. | Ingress, egress, and safety service | 1 | LS | $_____ | $_____ |

**TOTAL LUMP SUM PRICE**
**$_____**

The above unit prices shall include all labor, materials, de-watering, shoring, removal, overhead, profit, permitting, insurance, taxes, fees, equipment, office supplies, traffic control, etc., to cover the finished work of the several kinds called for, including all plans and reports.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

## Vendor's Checklist

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

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

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

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

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

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

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

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

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

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

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

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

# EXHIBIT B


***City of Charleston***

*Procurement Division*

145 King Street, Suite 104
Charleston, SC 29401


## *Addendum #1 Questions & Answers*


T: (843) 724-7312
F:(843) 720-3872


**Date:** October 16, 2015
**To:** All Offerors
**From:** Robin Barrett-Robinson, Senior Buyer
**Subject:** Solicitation #15-P036R –Market/Concord Stormwater Deep Tunnel Inspection RFP

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This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

**I. Questions and Answers**:

**Q-1 What is the estimated value for this project?**

**A-1** The City does not wish to share the estimate.

**Q-2 Has a date and time for the site visit been selected yet?**

**A-2** A date has not yet been set.

**Q-3 In the specifications, part III "Materials and Methods", the contractor is expected to completely dewater the funnels. If the inspection equipment proposed can operate without dewatering the funnel, is this necessary? In other words, utilizing a sonar technology can provide qualitative and quantitative data in existing water.**

**A-3** The tunnel will need to be inspected by an inspection team consisting of representatives of the owner and of the engineer.

**Q-4 Does the City have any information about the amount of debris/sediments in the tunnels, turbidity of the water, flow velocity?**

**A-4** The City has no information on the turbidity of the water. The tunnels should be completely dewatered so there should be no flow during inspection. A minimal amount of debris and sedimentation is expected.

**Q-5 What is the City hoping to gain from this inspection? Are there any particular concerns such as structural, functional concerns?**

**A-5** The inspection is a warranty inspection approximately 1 year after the date of completion.

**Q-6 Where is the location of the conduit or storage for the water that would be pumped out of the tunnel?**

**A-6** The water pumped out of the tunnel flows to a headbox as shown on the drawings accompanying this advertisement.

**Q-7 Will there be a site visit? If so, what is the date and time?**

**A-7** A site visit will be arranged with the date and time to be determined.

**Q-8 On page 37, in the description of work, it is stated that the City will have 8 representatives that will need to be supported. Does this mean they desire to walk the tunnel? Is walking the tunnel required if the tunnel can be inspected remotely with no risk of loss of life?**

**A-8** Please see A-3. The advertised work is to provide safety and support services to allow and inspection team to safely inspect the tunnels.

**Q-9 Is it acceptable to propose alternatives to manned entry? Would the City prefer to have the tunnel inspected in surcharged or nearly surcharged conditions? If so, may I submit an alternative schedule of prices?**

**A-9** Please see A-3.

**Q-10 Are both sides of the tideflex valve and aluminum fence required to be inspection? If so, will the City open/remove the impediment to passage?**

**A-10** Both sides of the Tide-Flex valve will be inspected as part of this work. Access to the inside will be through the outfall structure as noted in the plans.

**Q-11 The access shaft appears to have a 90 degree bend and offset connection. Is there a detail of the connection to the tunnel? Does the tunnel contain weirs walls?**

**A-11** A detail of the connection can be provided. The tunnel does not contain weirs or weir walls.

**Respondent shall acknowledge receipt of this addendum by completing this section and returning it with the Bid Submittal. Failure to acknowledge this addendum may be cause for rejection.**

| | |
|---|---|
| Name of Company | Date |
| Authorized Representative | Title |

# EXHIBIT C

## ***INSURANCE REQUIREMENTS***

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

# EXHIBIT D

SALMONS

# SALMONS DREDGING CORPORATION

Marine Contractors Since 1919

Post Office Box 4
Charleston, SC 2940
Tel: (843) 722-292
Fax: (843) 723-463
www.salmonsdredging.cor

October 29, 2015

The City of Charleston Procurement Division
75 Calhoun Street, 3rd Floor
Charleston, SC 29401

Attn: Robin B. Robinson, Senior Buyer

Re: Solicitation No. 15-P036R – Market/Concord Stormwater Deep Tunnel Inspection

Mrs. Robinson:

Salmons Dredging Corporation is pleased to present our qualifications package for the Market/Concord Stormwater Deep Tunnel Inspection. We have a long history of providing quality service to the City of Charleston and our team is poised to meet and exceed all of the requirements of this solicitation.

Salmons is Charleston's oldest commercial diving company and a member of the Association of Diving Contractors International since 1990. Salmons Dive Teams are extensively trained and commercially certified. They have extensive experience with all types of commercial diving applications including: contaminated water, storm water, wastewater and potable water. We routinely provide services for/at municipal utility plants, marine and shipping terminals, hydroelectric and power plants, naval facilities, government entities, engineering firms and at various industrial and commercial plants.

Salmons Dredging Corporation is licensed by the South Carolina Department of Labor, Licensing and Regulation as a General Contractor (G-10213) in BR5, WL5, MR5 Group 5 – Unlimited.

Salmons Dive Teams hold the following approvals and certifications:

- Approved Dive Team – United States Army Corp of Engineers
- Approved Dive Team – United States Navy
- Approved Dive Team – United States Coast Guard
- Certified Dive Team – American Bureau of Shipping
- Certified Dive Team – Det norske Veritas
- Member in Good Standing – Association of Diving Contractors International

In 2003, Salmons performed top-side access/standby/rescue support to Davis & Floyd, Inc., during a previous inspection and survey of a portion of the East Bay/Calhoun Stormwater Deep Tunnel.

In 2010, Salmons performed a modification or retrofit to Shaft No. 4 – Alexander Street of the East Bay/Calhoun Stormwater Deep Tunnel as well as provided top-side access/standby/rescue support to AET Robotics during a robotic inspection of portions of the same tunnel.

In 2010/2011, Salmons performed dewatering and top-side access/standby/rescue to Charleston Water Systems and their engineers Black & Veatch Corporation, during inspection of the Plum Island Shafts No.1 & No.2 at Plum Island Wastewater Treatment Plant WW Tunnel Replacement Project, Phase V West Y.

After a complete review of the requirements of this solicitation, we recognize many significant challenges. Listed below are some of the items we have identified and why our firm is best qualified to perform this work.

- Access – Because the tunnels are located some 140 feet below the grade, access to the tunnels will be a major challenge for the project. Salmons can furnish multiple truck mounted cranes, certified man-personnel baskets, two-way communications and access equipment packages that will provide safe and ready access for inspectors and other support personnel in the tunnel. We have the capability of performing penetration or rescue in excess of 1500 feet in multiple directions.

- Confined Space Entry – We understand the significance and respect that confined space entry commands. Prior to engaging in confined space entry activities, each member of our team will undergo training/re-training in all applicable requirements of OSHA 1910.146. Throughout our years of experience working in tunnels and other confined spaces, our confined space competent supervisors have adopted specific procedures to ensure accountability and assure the safety of all those who enter under our watch.

- Safety – It is the sincere desire of Salmons Dredging Corporation to eliminate all occupational injuries/illnesses through job safety education and training. Salmons Dive Teams make safety a priority, and they will never compromise safety for any reason. All team members have received extensive training in OSHA and EM 385-1-1 regulations. All team members have current First Aid, CPR, AED and DAN Emergency Oxygen certifications and all have undergone thorough medical testing (fit-to-dive). Dive supervisors engage in extensive pre-dive planning and comply with both OSHA and ADCI consensus standards. Dive supervisors will prepare and submit all required project safety plans for approval, including a Job Safety Hazard Analysis (JHA).

- Weather Management – Because this project involves working in an active storm-water management system, Salmons dive supervisors will pay extremely close attention to local & regional weather forecasts including radar, for developing weather conditions. Tunnel operations will not be permitted if threatening weather is in the area. Dive supervisors carry mobile devices loaded with reliable weather applications that include hour by hour forecasting and radar imagery.

After review of the qualifications and documentation included in our submittal package, you will find that Salmons Dredging Corporation and Salmons Dive Team, is the logical choice to safely support the City's tunnel inspectors on this project.

- Long standing working history with the City of Charleston
- Intimate knowledge of local conditions
- Extensively trained and certified dive team
- Previous tunnel experience including access, inspection, construction, repair, standby and rescue support
- Confined space entry training for all team members, confined space competent supervisors
- Up-to-date, well maintained, commercial diving and rescue equipment
- Safety and Accident Prevention Master Plan, comprehensive safety training and daily focus on safe diving/operations,
- Unblemished safety record with documentation

Salmons Dredging Corporation is excited about this project and looks forward to a favorable selection by the City of Charleston. Our team has the knowledge, expertise and experience to deliver safe, professional, services on this project. We respectfully ask for an opportunity to do just that.

If you have any questions or desire additional information, please do not hesitate to call. We can be reached at 843-722-2921.

Best regards,
Salmons Dredging Corporation

Jack C. Harrelson, Jr.
Business Development

*City of Charleston*
Procurement Division
145 King Street, Suite 104
Charleston, SC 29401

T: (843) 724-7312
F:(843) 720-3872

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**Date:** October 16, 2015
**To:** All Offerors
**From:** Robin Barrett-Robinson, Senior Buyer
**Subject:** Solicitation #15-P036R –Market/Concord Stormwater Deep Tunnel Inspection RFP

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Salmons Dredging Corp. — Bus. Development
Offeror — Title

[illegible] — 10/29/2015
Authorized Representative — Date

**The City of Charlesto**
**Procurement Divisio**
75 Calhoun Street, 3rd Flo
Charleston, South Carolina 294
P) 843-724-7312 F) 843-720-387
www.charleston-sc.g

| | |
|---|---|
| **Proposal Number:** 15-P036R | **Proposals will be received until:** October 29, 2015 @ 12:00pm |
| **Proposal Title:** Market/Concord Stormwater Deep Tunnel Inspection | |
| **Mailing Date:** September 27, 2015 | **Direct Inquiries to:** Robin B. Robinson, Senior Buyer |
| **Vendor Name:** Salmons Dredging Corp. | **FEIN/SS#:** 57-0405903 |
| **Vendor Address:** P.O. Box 42 | |
| **City – State – Zip:** Charleston, SC 29402 | |
| **Telephone Number:** 843-722-2921 | **Fax Number:** 843-723-4630 |
| **Minority or Women Owned Business:** Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☒ No If so, please provide a copy of your certificate with your response. | |
| **Authorized Signature:** [signature] | **Title:** Bus. Development |
| **Date:** 10/29/15 | |

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

## IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any proposal or offer received after the Procurement Director 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 proposal opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Barrett-Robinson in **writing no later than 1:00pm on October 13, 2015**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

| | |
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| **Proposal Title:** Market/Concord Stormwater Deep Tunnel Inspection | |
| **Mailing Date:** September 27, 2015 | **Direct Inquiries to:** Robin B. Robinson, Senior Buyer |

## CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached proposal, and other applicable information to the City, which I verify to be true and correct to the best of my knowledge. I further certify that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, supplies, equipment or services in all respects, fair and without collusion or fraud. I agree to proposal by all conditions of this solicitation and certify that I am authorized to sign this proposal. ***By submission of a signed proposal, I certify, under penalty of perjury, that the company identified below complies with section 12-54-1020(B) for the SC Code of Law 1976, as amended, relating to payment of applicable taxes.*** I further certify all prices submitted shall remain effective for a minimum period of ninety (90) days, unless otherwise stated.

| | |
|---|---|
| Salmons Dredging Corp. | J C Harrelson Jr. |
| Company Name<br>As registered with the IRS | Authorized Signature |
| P.O. Box 42 | Jack C. Harrelson, Jr. |
| Correspondence Address | Printed Name |
| Charleston, SC 29402 | Bus. Development |
| City, State, Zip | Title |
| jack@salmonsdredging.com | 843-722-2921 |
| Email | Telephone Number/Toll Free Also (If Available) |
| 1884 Herbert Street | 843-723-4630 |
| Remittance Address | Fax Number |
| Charleston SC 29405 | 10/29/15 |
| City, State, Zip | Date |
| 57-0405903 | 2501787 6-6 |
| Federal Tax ID (FEIN)/SS Number | SC Sales Tax Number |

**Minority or Women-Owned Business:**

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

☐ Yes ☒ No

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

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 75 Calhoun Street, Charleston SC, 29401, (843) 973-7247.

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

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

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

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 75 Calhoun Street, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

**COMPLIANCE REQUIREMENTS:**

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

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

**AND**

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

**OR**

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

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

Name of Company: Salmons Dredging Corp.

J C Harrelson Jr.
Signature

10/29/15
Date

Jack C. Harrelson, Jr.
nt Name

Box. Development.
Title

April Bannean
Witness

# AFFIDAVIT C

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

Affidavit of SA/Morss Dredging Corp.
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Market/Concord Stormwater Deep Tunnel Inspection contract.
(Name of Project)

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

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

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

Date: 10/28/15 Name of Authorized Officer (Print/Type): Jack C. Harrelson Jr.

Signature: J C Harrelson Jr.

Title: Bus. Development

Sworn to before me this 28 day of October, 2015

Notary Public for the State of S.C.

My Commission Expires: 1-12-2025

Print Name: April Barrineau

Phone Number: 843 722-2921

Address: 1884 Herbert St.
CHAS SC 29405

Notary Seal:

# References

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

**Name:** Black & Veatch Corporation
**Address:** 418 King Street, Suite 301
Charleston, SC 29403
**Phone/Fax:** 843-266-0667 843-266-0669
**Email:** swartzg@bv.com

**Name:** Davis & Floyd, Inc.
**Address:** P.O. Box 61599
N. Charleston, SC 29419
**Phone/Fax:** 843-554-8602 843-747-6485
**Email:** mhooton@davisfloyd.com

**Name:** Western & Sampson
**Address:** 672 Marina Drive
Charleston, SC 29492
**Phone/Fax:** 843-881-9804 843-881-9807
**Email:** HornerR@wseinc.com

**Name:** Hussey Gay Bell
**Address:** 474 Wando Park Blvd, Suite 201
Mt. Pleasant, SC 29464
**Phone/Fax:** 843-849-7500 843-849-7502
**Email:** fsuggs@husseygaybell.com

# SALMONS COMMERCIAL DIVE TEAM

## DIVING REFERENCES

Kinder Morgan Bulk Terminals
1801 Milford Street
Charleston, SC 29405
Phone 843-722-2878
Cell 843-296-8000
POC: Mr. Lynn Horn
Email: hornl@kindermorgan.com

Chester Metro District Filter Plant
P. O. Box 550
155 Wyle Street
Chester, SC 29706
Phone 803-872-4418
Fax 803-872-4417
POC: Mr. David Sloan
Email: dsloan@cmdcsd.com

DDC Engineers, Inc.
1298 Professional Drive
Myrtle Beach, SC 29577
Phone 843-692-3200
Fax 843-696-3210
POC: Mr. Eric Sanford
Email: eks@ddcinc.com

Charleston Water System
P. O. Box B
Charleston, SC 29402
Phone 843-727-6800
Fax 843-727-7121
POC: Mr. Don Benjamin Email: benjamind@charlestoncpw.com
POC: Mr. Kin Hill Email: hillfk@charlestoncpw.com
POC: Mr. Paul Lemelin Email: lemelinpm@charlestoncpw.com

## Vendor's Checklist

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

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

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

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

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

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

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

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

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

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

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

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

SALMONS

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**Marine Contractors Since 1919**

Post Office Box 4
Charleston, SC 2940
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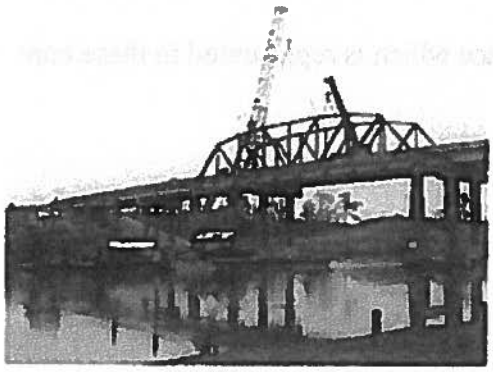
Fax: (843) 723-463
www.salmonsdredging.co

# ABOUT SALMONS DREDGING



Salmons Dredging Corporation was founded by Harry V. Salmons in 1919 to provide dredging and marine contracting services, and then managed by his son, Richard W. Salmons until 1992. Over its history, the company has evolved into a general, heavy marine construction company. The company has been owned and managed by Richard W. Salmons Jr. since 1992. Salmons Dredging Corporation specializes in marine construction and provides commercial diving, marine services, and marine terminal operations to the industrial, transportation, government, utility, and service sectors in the southeastern United States. Our reputation is founded on quality; building a superior product, through innovation and professionalism.

**Our Vision Statement:** Salmons Dredging Corporation is a marine services company that is bound by its core values. Dedication to these values, to customer expectations, and to the development of each employee, will preserve our longevity and strengthen the communities we serve.

## SALMONS DREDGING CORPORATION'S CORE VALUES

Salmons Dredging Corporation is committed to excellence which is represented in these core values:

### INTEGRITY

*Do what is right when no one is looking.*

### RESPECT

*Talk to others as you would want to be spoken to.*

### CUSTOMER SERVICE

*Exceed customer needs while maintaining company profits*

### LOYALTY

*Defend your company*

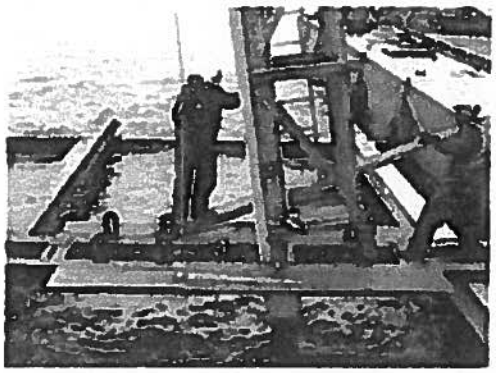
### PRIDE

*Be the face of your company*

### OWNERSHIP

*Take care of what your company entrusts to you (customers, staff, equipment*

# HEAVY MARINE CONSTRUCTION

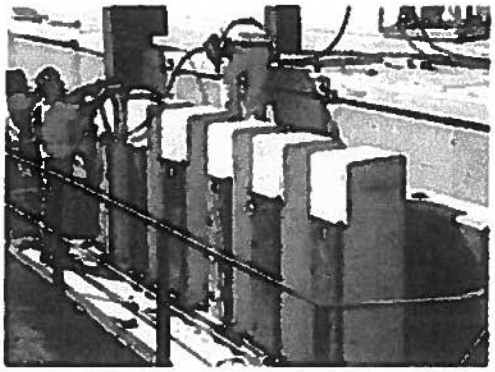


Salmons is a mid size, diversified marine contractor specializing in heavy marine construction. Our construction services include: pile driving, marine facility and structure construction, repair and maintenance, bridge building, marinas, submarine utilities, and demolition. We have built an excellent safety record over nearly 100 years of successful operations. Project contracts range from $25,000 to $5 million.

**WE SPECIALIZE IN:**

- Marinas
- Piers
- Fender systems
- Dolphins
- Bulkheads
- Marine railways
- Timber, steel and concrete bridges
- Mooring installations
- Aids to navigation
- Submarine pipelines
- Submarine communication & power cables

- Intakes, effluents, and spillways
- Pile driving
- Specialty concrete restoration



**WE INSTALL AND REPAIR:**

- Marine structures
- Bridges
- Utilities
- Foundations

# COMMERCIAL DIVING

Salmons Diving serves the inland market in the southeastern United States. Charleston's oldest commercial diving company and a member of the Association of Diving Contractors International since 1990, Salmons provides underwater services for vessel owners and operators, marine insurance carriers, government entities, engineering firms, utilities, and a wide variety of industrial companies. Our extensively trained, commercially-certified dive crews are ready 24 hours a day, 7 days a week to safely and efficiently meet our customers' needs.

## WE INSPECT, MAINTAIN AND REPAIR:

- Bridges and piers
- Dams and hydros
- Mill and plant structures
- Vessels of all classes

## WE SPECIALIZE IN:

- Contaminated diving services
- Potable water diving
- Aerator mooring systems
- Cathodic protection
- Clarifiers
- Gates and valves
- Intake and effluent structures
- Concrete repairs
- Trash racks
- Turbidity curtains
- Pipelines and tunnels
- Elevated tanks
- Cleaning and inspection

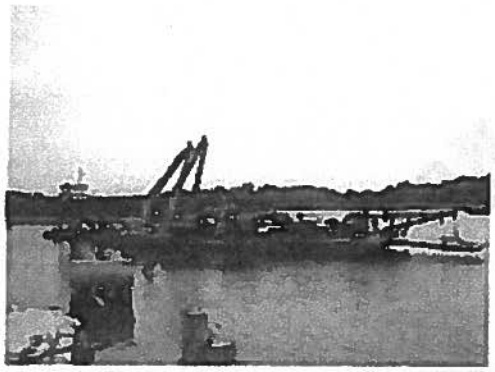
**OUR VESSEL SERVICES INCLUDE:**

- Cofferdam design and fabrication
- Non-destructive testing
- Underwater burning and welding
- Video and photographic inspections in lieu of drydocking
- Hull cleaning
- Pumping and recovery systems
- Salvage
- Owned and operated floating cranes, tugs, and barges
- Accreditation by major class societies

# MARINE SERVICES & TERMINAL

Salmons provides quality marine services throughout coastal South Carolina and in neighboring states. We have established long term relationships with our customer base by delivering outstanding service in a timely, safe, and cost-effective manner. Services include floating cranes, deck barges and tugs for hire, roll on roll off deliveries by barge, launch service, and delivery of ship stores.

Salmons Terminal is located on Shipyard River off of the Cooper River in Charleston, SC, in close proximity to Charleston Harbor and all major shipping terminals. Our 10-acre facility provides nearly 700 feet of pierside berthing, 800 feet of fleeting, staging areas, and a barge loading ramp, for vessel operators, contractors, and project logistics



# SALMONS DREDGING CORPORATION
# CORE VALUES

Salmons Dredging Corporation is committed to excellence which is represented in these core values:

***INTEGRITY***

Do what is right when no one is looking

***RESPECT***

Talk to others as you would want to be spoken to

***CUSTOMER SERVICE***

Exceed customer needs while maintaining company profits

***LOYALTY***

Defend your company

***PRIDE***

Be the face of your company

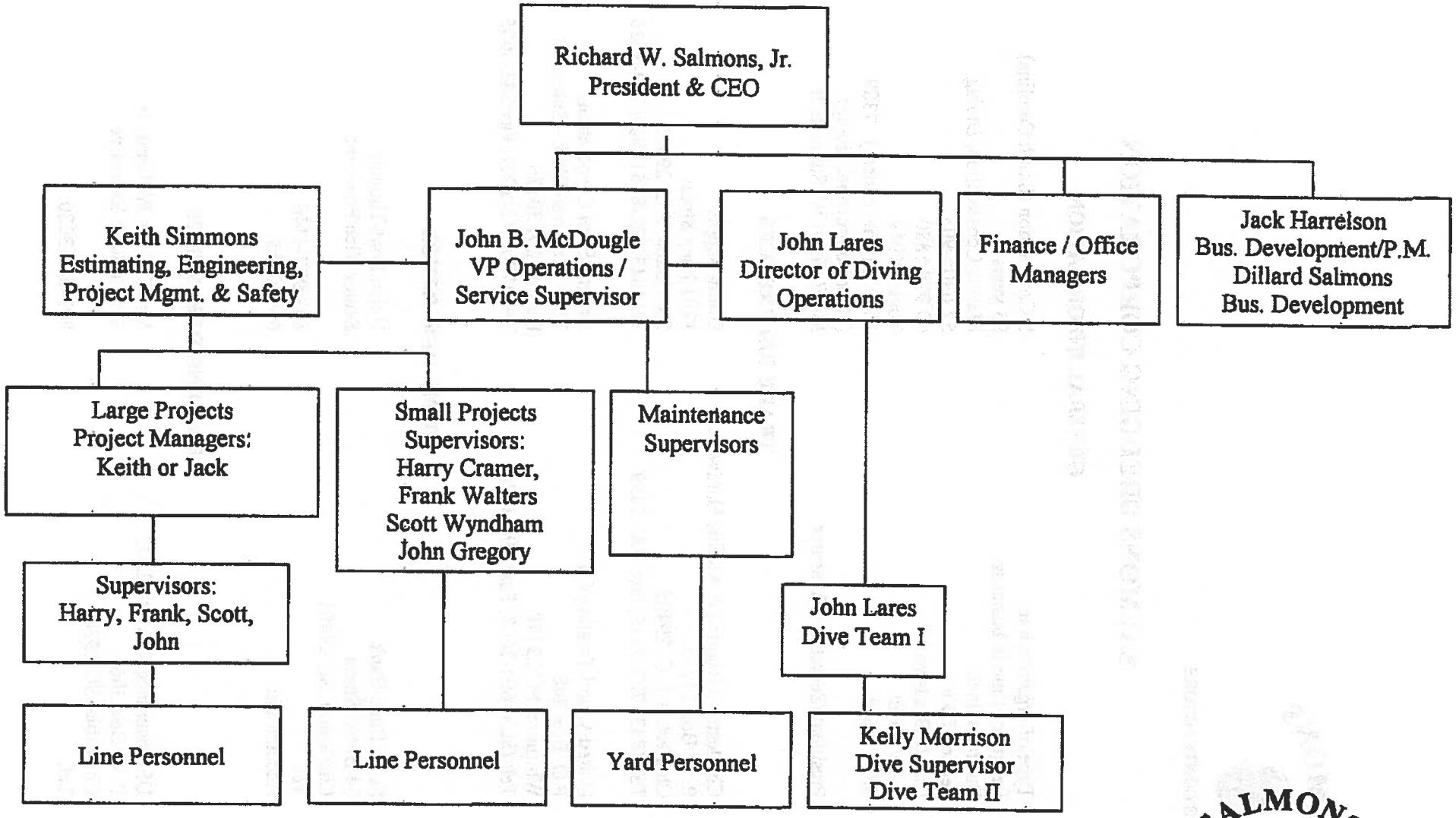
***OWNERSHIP***

Take care of what your company entrusts to you
(equipment, staff and customers)

Visit our website @ www.salmonsdredging.com

# SALMONS DREDGING CORPORATION

## FUNCTIONAL ORGANIZATION CHART




SALMONS

October 28, 2015

SALMONS

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

## GENERAL INFORMATION

| | |
|---|---|
| Type of organization: | S Corporation (South Carolina) |
| Length of time in business: | 95 years |
| Business lines: | Marine Construction, Diving |
| Federal ID # : | 57-0405-903 |
| Dun & Bradstreet # : | 00 978 6880 |
| Cage Code: | Cage 5K949 |
| SIC Codes: | 1629 (marine constr.); 7389 (other-commercial diving) |
| President /Secretary /Treasurer: | Mr. Richard W. Salmons Jr. |

## TRADE REFERENCES

Charleston's Rigging & Marine Hardware
P. O. Box 21255
Charleston, S.C. 29405
Tel: (843) 723-7145; Fax: 723-5859

Dillon Supply
1791 King Street
Charleston, S.C. 29405
Tel:(843)722-8851; Fax: 722-3038

United Wood Treating Co.
P.O. Box 248
Whitmire, SC 29178
Tel: (803) 694-3668; Fax: 694-3976

Skyline Steel Corporation
3200 Peachtree Blvd. - Suite 203
Duluth, GA 30136
Tel: (770)242-9007; Fax:242-0655

## BANK REFERENCE

| | |
|---|---|
| South State Bank<br>34 Broad Street<br>Charleston, SC 29401 | Helen Pratt-Thomas<br>Senior Vice President |
| Tel: | 843/937-4346 |
| Account No: | 60040515 |

## BONDING REFERENCE

| | |
|---|---|
| USI Insurance Services, LLC<br>P. O. Box 386<br>Columbia, SC 29202 | Mr. C. Criss Williams, Jr.<br>Senior Sales Executive |
| Tel: | 803-602-3020 |

SALMONS

SALMONS DREDGING CORPORATION
Marine Contractors Since 1919

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

# LICENSES, MEMBERSHIPS & APPROVALS

- S.C. Contractors' Licensing Board: Bidders Licenses. No. B-50936; Contractors Licenses. No. G-10213 (General Contracting -Marine, Bridges, Water & Sewer Lines)
- Associated Subcontractors Association of the Carolinas
- ABS (American Bureau of Shipping) certified
- Det norske Veritas Certified
- Maritime Association Port of Charleston – Current Board Member
- Member - Propeller Club Port of Charleston
- Member – North Carolina AWWA-WEA Slam Member
- Member – Water Environmental Association of South Carolina
- Member – Georgia Association of Water Professionals
- Member - Association of Diving Contractors International
- Approved Dive Team - United States ACOE
- Approved Dive Team - United States Navy
- Approved Dive Team - United States Coast Guard

# SALMONS DREDGING CORP.

**P. O. BOX 42**
**CHARLESTON, SC 29402**
**OFFICE 843-722-2921**
**FAX 843-723-4630**

## CONSTRUCTION, DIVING & SALVAGE
## 24 HOUR CONTACT INFORMATION

***CALL TO SCHEDULE PLANNED MAINTENANCE OR FOR ALL EMERGENCIES***

**DIVING SUPERVISOR:** **CAPT. JOHN LARES**
**OFFICE – 843-722-2921**
**CELL – 843-514-4783**

**OPERATION MANAGER:** **MR. JOHN MCDOUGLE**
**OFFICE – 843-722-2921**
**CELL - 843-200-6883**

**PROJECT ENGINEER:** **Mr. KEITH SIMMONS**
**OFFICE - 843-722-2921**
**CELL - 843-514-0257**

**PROJECT MGNT & SALES:** **Mr. JACK HARRELSON**
**OFFICE - 843-722-2921**
**CELL - 843-296-8116**

*** The qualifier on this license can be verified on our website at https://verify.llronline.com/LicLookup/LookupMain.aspx ***

**LICENSE RENEWALS:** Licenses expire on 10/31/20xx of every even-numbered year. Renewal website: https://renewals.llronline.com/RenLogin.asp - only availabl during the renewal year between the months of July – January 31. After renewals are over in January, the portal is closed and licenses not renewed must be reinstate submitting an initial application, Doc #165, from our website, www.llronline.com/pol/contractors, with a current financial statement and fee. Visit our websi http://www.llronline.com/pol.asp for all available online services.

*** **USERID:** 1896529 - **PASSWORD:** 52492 ***

LICENSE NUMBER: G10213 CCB1001539

State of South Carolina
Department of Labor, Licensing and Regulation
Contractor's Licensing Board

Certifies

SALMONS DREDGING CORP
1884 HERBERT STREET
CHARLESTON SC 29405

is a

GENERAL CONTRACTOR

Date of Issue: 07/10/2014
Expiration Date: 10/31/2016
Initial License Date: 01/01/1992

Administrator

CCB1001539

LICENSE NUMBER: G10213

SALMONS DREDGING CORP
is Licensed in the Classification(s) and Group# Limitation of:

HR5 WL5 MR5
Group 5 - $Unlimited

License Group Limitations:
Group #1 - $50,000 Group #3 - $350,000
Group #2 - $100,000 Group #4 - $750,000
Group #5 - $Unlimited

(The number after the 2-letter classification above is your Group#)
(See back of card for the 2-letter classification abbreviations)

*** * * * *BOTH PORTIONS OF THE ABOVE POCKETCARD MUST BE PRESENTED AT ALL TIMES* * * ***

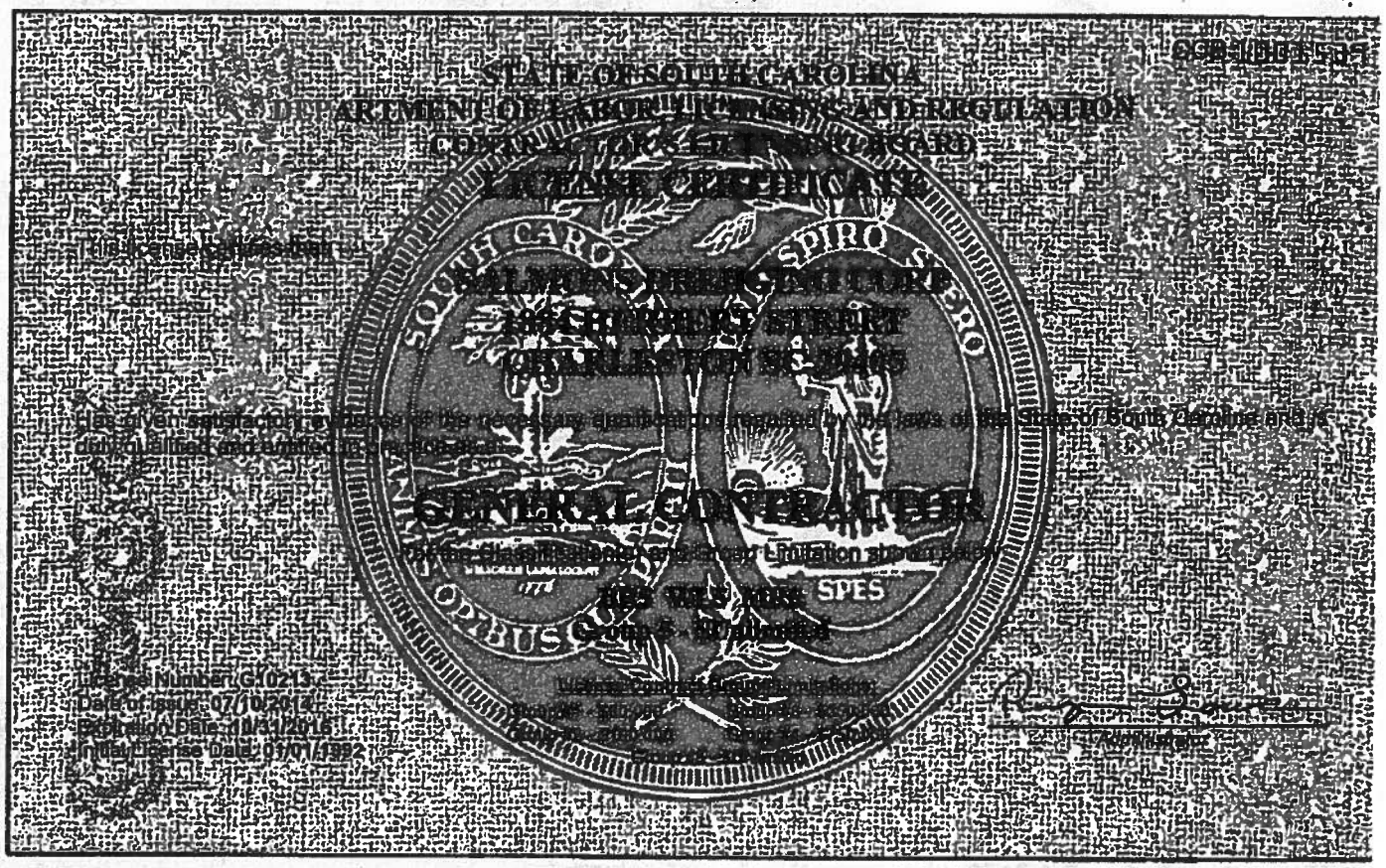
## *DO NOT PEEL CARD FROM A CORNER*

**To remove card from backing**

- Bend form back from the outside edge
- Pull card off backing

129

***WALL CERTIFICATE BELOW:***



ADC INTERNATIONAL

# Association of Diving Contractors International

HAVING TO PLEDGE TO SUPPORT THE PURPOSES OF THIS ASSOCIATION

# SALMONS DREDGING CORPORATION

IS RECOGNIZED AS A GENERAL MEMBER FOR THE CURRENT YEAR

SCOPE OF WORK: COMMERCIAL DIVING AND MARINE SERVICES

**2015**

MEMBER # 0457

Phil Newsum. Executive Director

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Dive résumé of John Patrick Lares

| | | |
|---|---|---|
| Employment history: | Nov. 1995 - present | Salmons Dredging Corporation |
| | Jan. 1996 | Completed company training program |
| | Nov. 1995 - present | Diver/Supervisor |
| | April 1995–Oct 1995 | Lares Undersea Contractors |
| | June 1989 – April 1995 | Eason Diving & Marine Contracting Inc. |
| | April - June 1989 | Cox Marine |
| | 1987 - April 1989 | Aquatic Marine Systems |
| Formal education: | 1983-1985 | Goose Creek High School |
| Other certifications: | Expires March 31, 2017 | American Heart Assoc BLS (Basic Life Support) for Healthcare Providers |
| | Expires March 5, 2016 | Dan Emergency Oxygen |
| | September 23, 2010 | OSHA Confined Space Entry Requirements |
| | February 2013 | USCG license Ref no 2601786 - Master of Towing Vessels Upon Near Coastal Waters; and Master of Steam or Motor Vessels of not more than 100 Gross Registered Tons Upon Inland Waters and Upon Near Coastal Waters. |
| | Expires May 31, 2018 | ADC Certification No. 4064 (Surface-supplied air diving supervisor) |
| | Expires July 14, 2015 | Kirby Morgan Dive Systems Certificate No. T-07024 Certified Maintenance and Repair Technician |
| | 1989 | PADI Open Water Certification |
| Medical: | November 18, 2014 | Fit to dive |

**Association of Diving Contractors International**

**Cert. # 4064**

**Expires 05/31/2018**

ADC INTERNATIONAL

**SURFACE-SUPPLIED AIR DIVING SUPERVISOR**

**JOHN P. LARES I.D. SC-008552002**

**Commercial Diver Certification Card**

HEARTSAVER PLUS

# Healthcare Provider

American Heart Association.

John Lares

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

| 03/2015 | 03/2017 |
|---|---|
| Issue Date- | Recommended Renewal Date |

**Meets ILCOR/AHA 2010 Guidelines**

**Name:** John Lares 2486714

**Certification Date:** 3/5/2014

**Instructor:** 13188 Charles Fox

(Card expires two years after certification date.)

This certification in oxygen first aid training includes the use of a demand-inhalator valve, nonrebreather mask, bag valve masks and/or a manually triggered ventilator.

DAN This person has met or exceeded the standards for this certification as set forth by: Divers Alert Network, 6 West Colony Place, Durham, NC 27705 phone 800-446-2671 or 919-684-2948 • fax 919-490-6630 • www.DAN.org

# Employment Examination
# Doctor's Care

Salmons Dredging Corp. — Employer

Nov. 13, 2014 — Date

☐ New Employee ☐ Re-employed ☑ Annual ☐ Special ☐ Retirement

Name John P. Lang Social Security # –

Address 122 Stewart St. Phone No.

Date of Birth 06/24/66 Sex Male Marital Status (S) M W D

Proposed Occupation Commercial Diver Previous Occupation Commercial Diver

PAST MEDICAL HISTORY

PHYSICAL EXAMINATION

DOCTOR: Please comment on any abnormalities or positive answers.

No concerning findings on history or exam, cleared for diving

CLASSIFICATION:

☒ RECOMMENDED FOR EMPLOYMENT ☐ NOT RECOMMENDED FOR EMPLOYMENT

Signature of Physician Simone C. Os

Form #1006-8/99

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Dive résumé of Joseph Kelly Morrison

| | | |
|---|---|---|
| Employment history: | June 2014 - present | Salmons Dredging Corporation |
| | Aug 2013 – June 2014 and Jan 2001 – Aug 2011 | 2W Diving, Inc.<br>Diving Supervisor / Diver |
| | March– Aug 2013 | R. L. Morrison & Sons, Inc.<br>Tugboat operator and diver |
| | Aug 2012 – Mar 2013 | Marinex Construction<br>Licensed Boatman |
| | January– Aug 2012 | R. L. Morrison & Sons, Inc.<br>Tugboat operator and diver |
| | Aug– December 2011 and Sept 1999– Feb 2001 | SanDia Commercial Fishing Boat<br>First Mate |
| | June 1994 – April 1998 | 2W Diving, Inc.<br>Diver / Tender |
| | June 1993 – May 1994 | Eason Diving & Marine Contractors, Inc.<br>Diver / Tender |
| Formal Education | 1988 | Archibald Rutledge Academy, McClellanville, SC |
| Other certification / training: | Expires 7-29-19 | ADCI Surface-Supplied Air Diving Supervisor<br>ID No. 008664526 |
| | April 22, 2014<br>(expires 4-22-16) | DAN Diving First Aid for Professional Divers (covers CPR, AED, First Aid issues, Emergency Oxygen Administration). |
| | May 21, 1993 | Graduate – Young Memorial Technical Institute, Morgan City, LA |
| | July 15, 2011 | USCG license Ref no 3339963 - Master of Steam or Motor Vessels of Not More Than 100 Gross Registered Tons Upon Near Coastal Waters. |
| Medical: | September 29, 2015 | Fit to dive |

# State of Louisiana

*Board of Elementary and Secondary Education*

*This Certifies That*

JOSEPH K. MORRISON

*has satisfactorily completed the Course of Study prescribed for*

COMMERCIAL DIVING - 360 HOURS

*and is hereby awarded this Diploma from the*

**Young Memorial Technical Institute**
**Morgan City**

Accredited by the Commission on Occupational Education Institutions
of the Southern Association of Colleges and Schools.

*an approved Technical Institute of Louisiana*

*Given this* 21ST *day of* MAY *, 1993.*

Raymond J. Cormier
STATE SUPERINTENDENT OF EDUCATION

John A. Bertrand
PRESIDENT, BOARD OF ELEMENTARY
AND SECONDARY EDUCATION

Gregory T. Garrett
INSTITUTE DIRECTOR

Professional Divers

- Pressure Immobilization Technique
- Severe Allergic Reaction
- Emergency Oxygen Administration
- Secondary Assessment
- Neurological Assessment
- Emergency Assistance Planning

PROVIDER

Meets ILCOR/AHA 2010 Guidelines

Name: Joseph K. Morrison 2495754

Certification Date: 4/22/2014

Instructor: 13188 Charles Fox

HCP (Card expires two years after certification date.)

DAN This person has met or exceeded the standards for this certification as set forth by: Divers Alert Network, 6 West Colony Place, Durham, NC 27705 phone 800-446-2671 or 919-684-2948 • fax 919-490-8630 • www.DAN.org

**Association of Diving Contractors International**

Cert. # 50083

Expires 07/29/2019

SURFACE-SUPPLIED AIR DIVING SUPERVISO

JOSEPH K. MORRISON I.D. 008664526

Commercial Diver Certification Card

Doctors Care

Northwoods
Immediate Care Facility

Date: 9/29/15

Provider: M. Phillips-Lee MD

Doctors Care
8091 Rivers Avenue
North Charleston, SC 29406
Ph. (843)572-7000
Fax. (843)572-4070

RE: Diving Physical Examination

To Whom It May Concern:

I examined Joseph Morrison on 9/29/15 for purposes of medical clearance for commercial diving and underwater operations. Based on the results of this evaluation, it is my opinion that Joseph Morrison is fit for diving and hyperbaric activities.

If you have any questions, please contact me.

Sincerely,

M Phillips-Lee MD

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Dive résumé of John Michael LEVORSE, Jr.

| | | |
|---|---|---|
| Employment history: | January 2014 - present | Salmons Dredging Corporation |
| | January – Dec 2013 | Randive, Inc.<br>Perth Amboy, NJ |
| Formal Education | 2 years | SUNY MARTIME COLLEGE<br>Bronx, NY |
| | Graduate | NEW EGYPT HIGH SCHOOL (New Egypt, NJ) |
| Other certification / training: | Expires March 31, 2017 | American Heart Assoc BLS (Basic Life Support) for Healthcare Providers |
| | Expires Feb. 16, 2017 | Divers Alert Network Emergency Oxygen |
| | January 25, 2013 | Graduate -Divers Academy International |
| | Expires March 3, 2020 | ADCI: Surface-Supplied Air Diver I.D. No. 6310 |
| | October 5, 2015 | Medical – Fit to Dive |

HEALTHCARE PROVIDER

# Healthcare Provider

American Heart Association.

John Lavorse

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

| 03/2015 | 03/2017 |
|---|---|
| Issue Date | Recommended Renewal Date |

**Meets ILCOR/AHA 2010 Guidelines**

Name: John M. Levorse, Jr. 2548631

Certification Date: 2/16/2015

Instructor: 13188 Charles Fox

(Card expires two years after certification date.)

This certification in oxygen first aid training includes the use of a demand inhalator valve, nonrebreather mask, bag valve masks and/or a manually triggered ventilator.

DAN This person has met or exceeded the standards for this certification as set forth by: Divers Alert Network, 6 West Colony Place, Durham, NC 27705 phone 919-684-2948 • fax 919-490-6630 • www.DAN.org

**Association of Diving Contractors International**

Cert. # 51397

Expires 03/03/2020

SURFACE-SUPPLIED AIR DIVER

JOHN LEVORSE I.D. 6310

Commercial Diver Certification Card

# DIVERS ACADEMY INTERNATIONAL

1500 Liberty Place • Erial, New Jersey

*Presents this Diploma to*

## *JOHN MICHAEL LEVORSE JR*

*This* 25th *day of* January, 2013

*Who has demonstrated the skill and proficiency with Surface Supplied Air and Helium Diving Equipment to ANSI / ACDE 01-2009 Standards to be eligible for graduation as a Commercial Deep Sea Diver.*

ANSI / ACDE 01 - 1998
720 HOURS

Training Director _____
Robert C. Murray

President/Director _____
Tamara M. Brown

ACCSCT ACCREDITING COMMISSION OF CAREER SCHOOLS AND COLLEGES OF TECHNOLOGY

ADC Association of Diving Contractors

DIVERS ACADEMY INTERNATIONAL

Association of Diving Contractors International

# PHYSICAL EXAMINATION FORM

| | | | |
|---|---|---|---|
| Employer: RANDFVE, INC. | Date: 7/15/2013 | Date of Birth: 03/09/1992 | Age: 21 |
| 1. Last Name: LEVORSE | First Name: JOHN JR. | Middle Name: MICHAEL | |
| 3. Height (inches): 67 | 4. Weight (pounds): 181 | 5. Body Fat (%) (Optional) | 6. BMI (Optional): 28.45 |
| 2. Temperature | | | |

Doctors Care

Northwoods
Immediate Care Facility

Date: 10/5/15

Provider: Misha Phillips-Lee MD

Doctors Care
8091 Rivers Avenue
North Charleston, SC 29406
Ph. (843)572-7000
Fax. (843)572-4070

RE: Diving Physical Examination

To Whom It May Concern:

I examined John Levorse on Oct 5, 2015 for purposes of medical clearance for commercial diving and underwater operations. Based on the results of this evaluation, it is my opinion that John Levorse is fit for diving and hyperbaric activities.

If you have any questions, please contact me.

Sincerely,

MD

M. Phillips-Lee MD

SALMONS

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Dive résumé of Andrew T. Crabtree

| | | |
|---|---|---|
| Employment history: | January 2015 - present | Salmons Dredging Corporation |
| | June 2013 – Dec 2014 | Hydro Corporation<br>Charleston, SC |
| | Oct 2011 – Aug 2012 | Eason Diving<br>Charleston, SC |
| | May 2007 – Sept 2010 | Captain's Getaway<br>Arnolds Park, IA |
| | Aug 2009 – Sept 2010 | Alger Customs<br>Milford, IA |
| Formal Education | Aug 2006 – May 2007 | Riverland Community College<br>Austin, MN |
| | August 2005 – May 2006 | Dakota State University<br>Madison, SD |
| | Graduate | Hayfield High School<br>Hayfield, MN |
| Other certification / training: | Expires February 28, 2016 | American Heart Assoc Heartsaver First Aid w Adult / Child CPR & AED |
| | Expires February 16, 2017 | Divers Alert Network Emergency Oxygen |
| | July 27, 2011 | Graduate - International Diving Institute |
| | Expires February 27, 2020 | ADCI Surface-Supplied Air Diver ID # 3902 |
| Medical: | May 27, 2015 | Fit to dive |

# International Diving Institute

Charleston, South Carolina

This

## Certificate

is awarded to

## Andrew T. Crabtree

for having successfully
completed and met all requirements of
the Institute's 640 hour course of study in

## Air/Mixed Gas Surface Supplied Diving

This Training Program meets
The American National Standards for Divers
Given July 27, 2011

ADC™ Member Association of Diving Contractors International

201104-001

Student ID #

President/CEO

V.P./Head Instructor

Certificate is invalid without the Institute's seal
Copyright 2005 by International Diving Institute

**Association of Diving Contractors International**

**Cert. # 51388**

**Expires 02/27/2020**

**SURFACE-SUPPLIED AIR DIVER**

**ANDREW T. CRABTREE I.D. 3902**

**Commercial Diver Certification Card**

**Meets ILCOR/AHA 2010 Guidelines**

**Name:** Andrew Crabtree 2548630

**Certification Date:** 2/16/2015

**Instructor:** 13188 Charles Fox

(Card expires two years after certification date.)

**This certification in oxygen first aid training includes the use of a demand inhalator valve, nonrebreather mask, bag valve masks and/or a manually triggered ventilator.**

DAN

This person has met or exceeded the standards for this certification as set forth by: Divers Alert Network, 6 West Colony Place, Durham, NC 27705 phone 800-446-2671 or 919-684-2948 • fax 919-490-6630 • www.DAN.org

HEARTSAVER FIRST AID CPR AED

Heartsaver®
First Aid CPR AED

American Heart Association.

PEEL HERE

Andrew Crabtree

This card certifies that the above individual has successfully completed the objectives and skills evaluations in accordance with the curriculum of the AHA Heartsaver First Aid CPR AED Program. Optional completed modules are those NOT marked out:

Child CPR AED | Infant CPR | Written test

2/2014 | 2/2016

Issue Date | Recommended Renewal Date

HEARTSAVER FIRST AID CPR AED

Training Center Name: LifeGuard Medical Solutions 866-932-2331 | TC ID #: TN20087

TC Info: 821 Fessiers Parkway, Nashville Tn, 37210 | Phone: 866-932-2331

Course Location: CharlestonCPR 843-442-7960

Instructor Name: JonAnne Sattler | Inst. ID #: 04070303620

Holder's Signature:

© 2011 American Heart Association Tampering with this card will alter its appearance. 90-1615

Strike through the modules *NOT* completed.

This card contains unique security features to protect against forgery.

90-1615 3/11

Bloodborne Pathogens
Certification Card

Andrew Thomas Crabtree
has successfully completed and competently performed the required knowledge and skill objectives for this program.

AMERICAN SAFETY & HEALTH INSTITUTE

ASHI-Approved Certification Card

Gregory Kent
Authorized Instructor (Print Name)

38594
Registry No.

4/23/2013
Class Completion Date

4/23/2015
Expiration Date

843 442 7960
Training Center Phone No.

LIF 84
Training Center I.D.

This card certifies the holder has completed the course requirements as provided by a currently authorized ASHI Instructor. Certification does not guarantee future performance, or imply licensure or credentialing. Course content assists in satisfying the information and training requirements of the U.S. Department of Labor (OSHA, MSHA) and other agencies. Certification period may not exceed 12 months from class completion date.

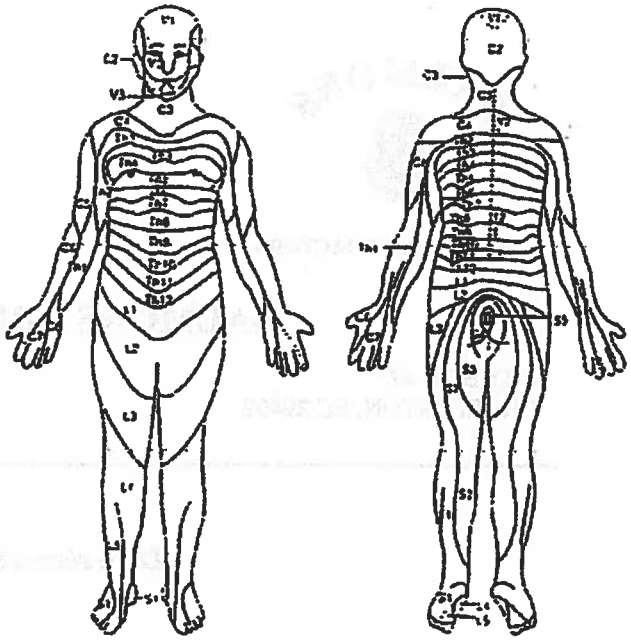
ADC

# Association of Diving Contractors International

## MEDICAL HISTORY FORM

| | | | | |
|---|---|---|---|---|
| Employer: Hydrocorporation | | Job Title: Diver | | Date: 6-13-14 |
| 1. Last Name: Crabtree | First Name: Andrew | Middle Name: Thomas | 2. Date of Birth: 11/13/86 | 3. Gender: M | 4. SSN or PASSPORT No.: 469-13-3902 |
| 5. Address (Number, Street): 5102 Thornton Drive | 6. City: Summerville | 7. State: SC | 8. Zip Code: 29485 | 9. Area Code – Phone Number: ( ) |
| 10. Emergency Contact Person – Relationship – Address – Telephone Number: Ashley Sawyer Girlfriend same address (843) 819-1916 | | | | 11. Cell Phone Number: (702) 438-4291 |

**52. MISCELLANEOUS REMARKS**



**LABORATORY FINDINGS**

**53. Urinalysis**

| | |
|---|---|
| Color | yellow |
| Appearance | clear |
| Sp. Gravity | 1.010 |
| Ph | 7 |

| | 0 | 1+ | 2+ | 3+ | 4+ |
|---|---|---|---|---|---|
| Sugar | ✓ | | | | |
| Blood | ✓ | | | | |
| Ketones | ✓ | | | | |
| Bilirubin | ✓ | | | | |
| Protein | ✓ | | | | |

**54. Blood Tests**

CBC
- Normal ☐
- Abnormal ☐

Sickle Cell ☐ Pos. ☐ Neg

Attach Reports

RPR ☐ Pos ☐ Neg

HIV ☐ Pos ☐ Neg

**55. Pulmonary Function**

FVC
FEV1
FEV1/FVC

**56. X-rays**

| | Normal | Abnormal | (Describe) |
|---|---|---|---|
| Chest | ☐ | ☐ | |
| Lumbar Spine | ☐ | ☐ | |
| Long Bone Series | ☐ | ☐ | |
| Other | ☐ | ☐ | |

**57. Electrocardiogram**

Static
Exercise Stress

**58. Audiogram**

| Hz | 500 | 1000 | 2000 | 3000 | 4000 | 6000 | 8000 |
|---|---|---|---|---|---|---|---|
| Left | | | | | | | |
| Right | | | | | | | |

**59. Comprehensive Metabolic Panel** — Attach Report
- Normal ☐
- Abnormal ☐

**Lipid Panel (if done)**
- Normal ☐
- Abnormal ☐

Comments:

**60. Drug Screen**
- ☐ Not collected
- ☐ Collected, results sent to employer

**Work Status:**
- ☒ Fit for diving
- ☐ Cleared for supervisor
- ☐ Cleared for topside work only
- ☐ Cleared with restrictions:
- ☐ Further evaluation needed:
- ☐ Unfit for diving:
- ☐ Unfit

Comments:

Examinee Signature: [signature]

Examinee Name: Andrew Crabtree

Physician Signature: Byron Williams, MD

Physician Name: Byron Williams, MD

Address: 3605 Meeting St Rd
Chas SC 29405

Phone Number: (843) 744-3500

Date of Examination: 5-27-15

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Dive résumé of Richard W. Salmons III

| | | |
|---|---|---|
| Employment history: | Mar. 2011 - present | Salmons Dredging Corporation |
| Formal Education | 2009 – 2010 | Queens University |
| | 2008 – 2009 | Charleston Collegiate School |
| | 2005 – 2007 | St. James School |
| Other certification / training: | Expires March 31, 2017 | American Heart Assoc Heartsaver BLS (Basic Life Support) for Healthcare Providers |
| | Expires March 5, 2016 | Dan Emergency Oxygen |
| | July 26, 2010 | Graduate - International Diving Institute |
| | Expires Aug. 12, 2019 | ADCI Surface-Supplied Air Diver ID no. 1606 |
| Medical: | October 28, 2015 | Fit to dive |

**Association of Diving Contractors International**

Cert. # 50103

Expires 08/12/2019

**SURFACE-SUPPLIED AIR DIVER**

**RICHARD W. SALMONS** **I.D. 1606**

**Commercial Diver Certification Card**

HEALTHCARE PROVIDER

# Healthcare Provider

American Heart Association.

**Richard Salmons III**

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

| 03/2015 | 03/2017 |
|---|---|
| Issue Date | Recommended Renewal Date |

**Meets ILCOR/AHA 2010 Guidelines**

**Name:** Richard Salmons 2486712

**Certification Date:** 3/5/2014

**Instructor:** 13188 Charles Fox

(Card expires two years after certification date.)

This certification in oxygen first aid training includes the use of a demand inhalator valve, nonrebreather mask, bag valve masks and/or a manually triggered ventilator.

DAN This person has met or exceeded the standards for this certification as set forth by: Divers Alert Network, 6 West Colony Place, Durham, NC 27705 phone 800-446-2671 or 919-684-2948 • fax 919-490-6630 • www.DAN.org

# International Diving Institute

Charleston, South Carolina

This

Certificate

is [illegible] to

Richard W. Salmons

[illegible] having [illegible]

[illegible] of

the [illegible] 40 hour [illegible] of study in

Air/Mixe[illegible] Surface [illegible]plied Diving

[illegible] Training Program [illegible]

The American National [illegible] Divers

[illegible] July [illegible]

Member
Association of
Diving Contractors
International

Sergio Smith
President/CEO

V.P./Head Instructor

Certificate is invalid without the Institutes Seal
© copyright 2005 by International Diving Institute LLC

# MDEA

THE MULTINATIONAL DIVING EDUCATORS ASSOCIATION

HAS AWARDED TO

## *Richard W. Salmons*

THE RATING OF

# LEVEL ONE DIVER

IN RECOGNITION OF SATISFACTORILY COMPLETING
A SANCTIONED COURSE OF STUDY

ON THIS 25th DAY OF June 2010

CERTIFYING INSTRUCTOR No.

TRAINING DIRECTOR No.

Northwoods
*Immediate Care Facility*

Date: 10/28/15

Provider: Doctors Care - Northwoods
Misha Phillips Lee, MD

Doctors Care
8091 Rivers Avenue
North Charleston, SC 29406
Ph. (843)572-7000
Fax. (843)572-4070

RE: Diving Physical Examination

To Whom It May Concern:

I examined Richard SALMONS III on 10/28/15 for purposes of medical clearance for commercial diving and underwater operations. Based on the results of this evaluation, it is my opinion that Richard Salmons III is fit for diving and hyperbaric activities.

If you have any questions, please contact me.

Sincerely,

MPLee MD

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Dive résumé of John W. Turner

| | | |
|---|---|---|
| Employment history: | May 2013 - present | Salmons Dredging Corporation |
| | Sept 2012 to March 2013 | Standard Diving (Charleston SC) |
| | April 2010 – Jan 2012 | Simmons Balancing (Charleston SC) |
| | May 2007 – March 2010 | Altamont Spray Welding (Altamont NY) |
| Formal Education | Graduate | Schoharie U Tech (Schoharie, NY) |
| | Graduate | Cobleskill / Richmondville High School (NY) |
| Other certification / training: | Expires March 31, 2017 | American Heart Assoc Heartsaver BLS (Basic Life Support) for Healthcare Providers |
| | Expires Feb. 16, 2017 | Divers Alert Network Emergency Oxygen |
| | July 2011 | Graduate-International Diving Institute |
| | Expires June 19, 2020 | ADCI: Entry Level Tender / Diver I.D. No. 7874 |
| | May 27, 2015 | Medical – Fit to Dive |

# International Diving Institute

Charleston, South Carolina

This

## Certificate

is awarded to

## John W. Turner

for having successfully
completed and met all requirements of
the Institute's 640 hour course of study in

## Air/Mixed Gas Surface Supplied Diving

This Training Program meets
The American National Standards for Divers
Given June 30, 2011

ADC™ Member
Association of
Diving Contractors
International

201103-002

Student ID #

President/CEO

V.P./Head Instructor

Certificate is invalid without the Institute's Seal
[illegible] International Diving Institute [illegible]

Association of Diving Contractors International

Cert. # 52191

Expires 06/19/2020

ADC INTERNATIONAL

SURFACE-SUPPLIED AIR DIVER

**JOHN W. TURNER** **I.D. 7874**

Commercial Diver Certification Card

# Healthcare Provider

American Heart Association.

John Turner

This card certifies that the above individual has successfully completed the cognitive and skills evaluations in accordance with the curriculum of the American Heart Association BLS for Healthcare Providers (CPR and AED) Program.

03/2015 — Issue Date

03/2017 — Recommended Renewal Date

---

**Meets ILCOR/AHA 2010 Guidelines**

Name: John Turner 2/4/1992

Certification Date: 2/16/2015

Instructor: 13188 Charles Fox

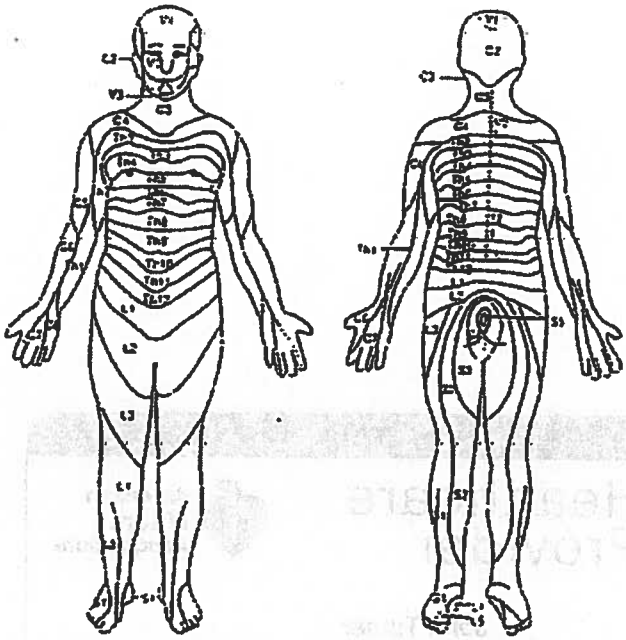
(Card expires two years after certification date)

This certification in oxygen first aid training includes the use of a demand inhalator valve, nonrebreather mask, bag valve masks and/or a manually triggered ventilator.

DAN

This person has met or exceeded the standards for this certification as set forth by: Divers Alert Network, 6 West Colony Place, Durham, NC 27705 phone 800-446-2671 or 919-684-2948 • fax 919-490-6630 • www.DAN.org

52. MISCELLANEOUS REMARKS



## LABORATORY FINDINGS

53. Urinalysis

| | | | 0 | 1+ | 2+ | 3+ | 4+ |
|---|---|---|---|---|---|---|---|
| Color | Yellow | Sugar | 0 | | | | |
| Appearance | WNL | Blood | 0 | | | | |
| Sp. Gravity | 1.025 | Ketones | 0 | | | | |
| Ph | 5 | Bilirubin | 0 | | | | |
| | | Protein | 0 | | | | |

54. Blood Tests
CBC
Normal ☐
Abnormal ☐
Sickle Cell ☐ Pos ☐ Neg

Attach Reports
RPR ☐ Pos ☐ Neg
HIV ☐ Pos ☐ Neg

55. Pulmonary Function
FVC
FEV1
FEV1/FVC

56. X-rays

| | Normal | Abnormal | (Describe) |
|---|---|---|---|
| Chest | ☐ | ☐ | |
| Lumbar Spine | ☐ | ☐ | |
| Long Bone Series | ☐ | ☐ | |
| Other | ☐ | ☐ | |

57. Electrocardiogram
Static
Exercise Stress

58. Audiogram

| Hz | 500 | 1000 | 2000 | 3000 | 4000 | 6000 | 8000 |
|---|---|---|---|---|---|---|---|
| Left | | | | | | | |
| Right | | | | | | | |

59. Comprehensive Metabolic Panel — Attach Report
Normal ☐
Abnormal ☐

Lipid Panel (if done)
Normal ☐
Abnormal ☐

Comments:

60. Drug Screen
☐ Not collected
☐ Collected, results sent to employer

Work Status:
☒ Fit for diving
☐ Cleared for supervisor
☐ Cleared for topside work only
☐ Cleared with restrictions:
☐ Further evaluation needed:
☐ Unfit for diving:
☐ Unfit

Comments:

Examinee Signature
Examinee Name John Turner
Physician Signature Byron Williams M.D.
Physician Name Byron Williams MD
Address 3005 Meeting St Rd
N. Charleston, SC, 29405
Phone Number (843) 744-3500

Date of Examination 5/27/15

SALMONS

MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Resumé of John B. McDougle

| | | |
|---|---|---|
| **Employment history:** | Jan.2000 - present | Salmons Dredging Corporation |
| | Oct 1978 – Jan 2000 | Misener Marine Construction, Inc.<br>Tampa, FL |
| | 1970 - 1978 | McDougle Construction |
| **Education:** | 1968 | Hialeah High School<br>Graduate |
| **Years construction experience:** | | 45 |
| **Present position:** | | Operations Manager |
| **Duties:** | | Construction management, operations and coordination of service work. |
| **Classification of completed work:** | | Construction of bridges, port and harbor works, pile driving, cofferdams, seawalls, marinas, docks, piers, dredging and site work. |
| **Notable projects:** | | Demo/disposal of existing deteriorated fixed piers & docks. Construction of 2000 LF of timber fixed pier, covered pier heads, concrete floating dock and marine gangway systems for Shem Creek Park, Phase One, Town of Mount Pleasant, SC |
| | | Perform major expansion of Carolina Yacht Club with addition of new wave attenuation and floating dock systems. Work included upgrade to electrical, mechanical and fire protection systems. |

Notable Projects – Cont'd

Kinder Morgan Bulk Terminals -
Replaced four deteriorated concrete breasting dolphins and three concrete mooring dolphins at North Charleston Facility, Kinder Morgan Bulk Terminals. Work included demolition, pile driving, false/form work, reinforcing and structural steel, marine concrete, marine gangway, mooring and fender systems, handrail systems, cathodic protection and electrical upgrade.

Hess Corporation -
Demo and reconstructed damaged concrete breasting dolphin. Modified and repaired the ship/barge fender system on the main loading platform and repaired the upper 6' feet of the main sheet pile cell by creating a 6" thick concrete protection cap using gunite shotcrete methodology at the Hess, North Charleston Terminal. The work included: demolition/disposal, commercial diving, pile driving, false/form work, reinforcing & structural steel, marine concrete, marine gangway, mooring and fender systems.

Kinder Morgan Bulk Terminals, Charleston, SC, Repairs to ship fender systems, pipeline expansion loops, catwalks, ship cleats/bollards, mooring structures and underwater piling.

Modification of the entire marine fender system at Wharf Alpha, Naval Weapons Station, Goose Creek, SC, The work included demo/disposal of the existing timber fender system and construction of a new composite fender system.

SC State Ports Authority – Columbus Street Terminal, Charleston, SC: Demo/disposal existing timber fender system and installation of a of H-pile & composite fender system.

T.C. Dock, Naval Weapons Station, Goose Creek, SC – Demo/disposal of an existing timber fender system and installation of a primary concrete pile supported foam filled fender system and secondary composite pile fender system.

Bristol Marina, Charleston, SC – Installation of 250 slip marina including wave attenuator floating docks, concrete & steel pipe piling, aluminum & timber fixed piers and specialty marine gangways.

Notable Projects – Cont'd

The City Marina Mega-Dock expansion, Charleston, SC - Installation of 1500' x 20' concrete floating dock anchored by 20" steel pipe piles.

East Lake Interchange, North Pinellas County, FL: $20 million project (1990) which included 6 bridges, 8 miles of roadways and drainage systems, and removal of 2 bridges; 400 feet of concrete seawall (sheet size 8" x 5' x 30') with two foot concrete cap.

US Coast Guard Base, Miami, FL: $4.2 million project (1985): 600 feet of PZ-35 sheet wall encapsulated with 12-ft high concrete sheet wall cap.

SC State Ports Authority – Wando Terminal: $18 million project (1981): 2000 feet of PZ-27 sheet pile wall (no concrete cap system) used to support sloping rock dike.

Norfolk, VA - $67 million project (1987-1988) to construct of 3.4 miles of bridges on I-664 across the James River.

Dominican Republic - $23 million project (1983) to construct 2400 ft. dock facility for port.

SALMONS
MARINE CONTRACTORS

# SALMONS DREDGING CORPORATION

P. O. BOX 42
CHARLESTON, SC 29402

TELEPHONE (843) 722-2921
FAX (843) 723-4630

## Resumé of Keith Simmons

| | | |
|---|---|---|
| Employment history: | May 2006 – Present | Salmons Dredging Corporation |
| | May 1996– May 2006 | The Industrial Company<br>Heavy Marine and Civil Group<br>Savannah, GA |
| Formal education: | May 1996 | Bachelor of Science – Civil Engineering<br>Clemson, SC |
| Certifications / Training: | | Adult CPR and First Aid Training<br>OSHA 40 Hour Safety Course<br>CQM – Corps of Engineers<br>Basic Rigging Safe Practices<br>Trenching and Excavation Training |
| | 1996 | Completion of the EIT – Engineering in Training examination |
| | September 23, 2010 | OSHA Confined Space Entry Requirements |
| Years of construction experience: | | 19 years |
| Present position: | | Project Manager |
| Duties: | | Construction management, field engineering / layout, and estimation. |
| Classification of completed work: | | Highway bridges, piers, pile driving, marine structures & fender systems and marinas. |
| Notable projects: | | Perform major expansion of Carolina Yacht Club with addition of new wave attenuation and floating dock systems. Work included upgrade to electrical, mechanical and fire protection systems.<br><br>Kinder Morgan Bulk Terminals - Replaced four deteriorated concrete breasting dolphins and three concrete mooring dolphins at North Charleston Facility, Kinder Morgan Bulk Terminals. Work included demolition, pile driving, false/form work, reinforcing and structural steel, marine concrete, marine |

Notable Projects – Cont'd

gangway, mooring and fender systems, handrail systems, cathodic protection and electrical upgrade.

Hess Corporation -
Demo and reconstructed damaged concrete breasting dolphins. Modified and repaired the ship/barge fender system on the main loading platform and repaired the upper 6' feet of the main sheet pile cell by creating a 6" thick concrete protection cap using gunite shotcrete methodology at the Hess, North Charleston Terminal. The work included: demolition/disposal, commercial diving, pile driving, false/form work, reinforcing & structural steel, marine concrete, marine gangway, mooring and fender systems.

Demo/disposal of existing deteriorated fixed piers and docks. Construction of 2000 LF of timber fixed pier, covered pier heads, concrete floating dock and marine gangway systems for Shem Creek Park, Phase One, Town of Mount Pleasant, SC

Repairs to ship fender systems, pipeline expansion loop, catwalks, ship cleats/bollards, mooring structures and underwater piling at Kinder Morgan Bulk Terminals, Charleston, SC

Repairs to ship fender systems, ship cleats/bollards, pile driving and misc. concrete repairs at South Carolina State Ports Authority, Charleston, SC

Modification of the entire marine fender system at Wharf Alpha, Naval Weapons Station, Charleston, SC. The work included demo/disposal of the existing timber fender system and construction of a new composite fender system.

Construction of a floating training facility for (FLETC) Federal Law Enforcement Training Center, Charleston, SC. The work included installation of concrete floating docks, marine gangway system and custom pier-to-dock overhead access.

Construction of a boat launching facility with sheet pile wall, fixed timber pier and marine gangway system for B. P. Amoco Chemical Company, Berkeley County Plant, Huger, SC

Notable Projects – Cont'd

Installation of a multi-level floating dock and gangway system for busy harbor tour boat docking facility, Fort Sumter Tours, Charleston, SC

Construction of the Georgetown Harborwalk Marina, Georgetown, SC. The work included pile driving and installation of a custom wood floating dock & marine gangway system.

Rehabilitation of Harbor River and Lady's Island Swing Bridges for SCDOT, Beaufort, SC. $7 million project to refurbish the mechanical and electrical drive components on the bridges.

Rehabilitation of Ashley River Draw Bridges on US-17 for SCDOT, Charleston, SC. $12 million project to provide architectural, structural, mechanical, and electrical upgrades on the bridges.

Landside Dock for Southern LNG, Savannah, GA. $8 million project to construct concrete breasting dolphins, mooring dolphins, and unloading piers for liquid natural gas facility.

# SALMONS DREDGING CORPORATION
## MAJOR WORK EXPERIENCE
UPDATED: JANUARY 2015

***Commercial Diving - Water & Wastewater Treatment / Intakes / Pipelines / Outfall Structures / Power Plants / Industrial Facilities***

| Prime | Sub | Location | Project Description | Owner | Contact | Amount ($000) | Year(s) | In Progress |
|---|---|---|---|---|---|---|---|---|
| x | | Charleston, SC | Removed Bypass Pump at Plum Island WWT Plant | Charleston Water System | Don Benjamin | $17 | 2015 | |
| x | | Charleston, SC | Underwater Repairs to 24" Transmission Main, Charleston Harbor | Charleston Water System | Don Benjamin | $160 | 2014 | |
| x | | Summerville, SC | Performed Underwater Inspection of Fire Surppression Water Storage Tank | Zapp Precision Wire, Inc. | Joseph Milligan | $4 | 2014 | |
| x | | Chester, SC | Provide Underwater Cleaning of Floc Chambers @ Chester Metro WT Plant | Chester Metro District | David Sloan | $14 | 2015 | |
| x | | Savannah, GA | Install UW Cables and Turnbuckles at Raw Water Intake Facility | City of Savannah | Phil Douglas | $9 | 2015 | |
| x | | North Charleston, SC | Install Cathodic Protection on Breasting Dolphin Piling | Buckeye Partners, LP | Lee Samuelson, Tom Nash | $26 | 2015 | 25% |
| x | | Youngs Island, SC | Perform Repairs to Marine Railways | Stevens Towing/Shipyard | Robert Hope | $30 | 2015 | 0% |
| x | | Goose Creek, SC | Underwater Inspection of Outfall and Diffusers, Replace Bolts in Flanges | Sun Chemical | Chester Seamon | $9 | 2014 | |
| x | | Charleston, SC | Underwater Piling Inspection, Dock #4 | Kinder Morgan Bulk Terminal | Derek Abney | $51 | 2014 | |
| | x | Isle of Palms, SC | Perform Underwater Inspection of Select Docks in Wild Dunes Marina | Wild Dunes | JGT Engineers-Chris Moore | $5 | 2014 | |
| x | | Chester, SC | Clean & Inspect Sluice Gate, Chester Metro Water Plant | Chester Metro District | David Sloan | $5 | 2014 | |
| x | | Martinez, GA | Work on Gate Seals/Lock at Stevens Creek Hydro Station | SCANA Corp. - SCEG | Joe McGill | $60 | 2014 | |
| | x | Roxboro, NC | Modifications to Power Plant Cooling Tower and Structures | Duke Energy/Progress Energy | GEA Heat Exchangers-K. McCollum | $1.135 Mil | 2014-2015 | |
| x | | Charleston, SC | Clean Shaft @ Barre Street | Charleston Water System | Don Benjamin | $40 | 2014 | |
| | x | Atlanta, Ga | Nancy Creek Pump Station Phase 1 Upgrade | City of Atlanta | Western Summit-Shane Rutledge | $97 | 2014 | |
| | x | Atlanta, Ga | West Area CSO Phase 1, Pump Station Maintenance | City of Atlanta | GSC Atlanta - Robert Wood | $197 | 2014 | |

**SALMONS DREDGING CORPORATION**
**MAJOR WORK EXPERIENCE**
UPDATED: JANUARY 2015

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | x | Atlanta, Ga | West Area CSO Phase 2, Pump Station Maintenance | City of Atlanta | Western Summit-Shane Rutledge | $136 | 2014 & 2015 | 30% |
| | x | Atlanta, Ga | Nancy Creek Pump Station Phase 2 Upgrade | City of Atlanta | Western Summit-Shane Rutledge | $159 | 2014 | |
| x | | Orangeburg, SC | Clean and Inspect Finish Water Clearwell Structure | City of Orangeburg, Department of Utilities | Hank Rutland | $24 | 2014 | |
| x | | Charleston, SC | Underwater and Above Water Piling & Deck Inspection, Dock #1 & #2 | Kinder Morgan Bulk Terminal | Lynn Horn & Rafael Iturriaga | $184 | 2014 | |
| x | | Charleston, SC | Clean Out Daniel Island Shaft | Charleston Water System | Greg Daniels | $115 | 2014 | |
| x | | Charleston, SC | Clean Out & Inspect West Ashley Pump Station | Charleston Water System | Allan Clum | $30 | 2014 | |
| x | | Charleston, SC | Install Flow Meter @ Hanahan Water Treatment Plant | Charleston Water System | Pete Holbreck | $58 | 2014 | |
| x | | Charleston, SC | Clean & Inspect Three Potable Water Ground Storage Tanks | Charleston Water System | Lynn Shelton | $5 | 2014 | |
| | x | Mrytle Beach, SC | Perform Underwater Inspection of Existing Ocean Outfalls | City of Myrtle Beach, SC | Eric Sanford, DDC Engineering | $40 | 2015 | 0% |
| | x | Myrtle Beach, SC | Perform Underwater Construction Inspection of New Ocean Outfall | City of Myrtle Beach, SC | Eric Sanford, DDC Engineering | $40 | 2015 | 0% |
| | x | North Myrtle Beach, SC | Perfrom Underwater Inspection of Existing Ocean Outfalls | City of North Myrtle Beach, SC | Eric Sanford, DDC Engineering | $40 | 2014 | |
| | x | North Myrtle Beach, SC | Perfrom Underwater Construction Inspection of New Ocean Outfall | City of North Myrtle Beach, SC | Eric Sanford, DDC Engineering | $65 | 2013-2014 | |
| | x | Mount Gilead, NC | Raw Water Intake Stabilization | Montgomery County, NC | John N. Gilbert, Gilbert Engineering | $96 | 2013-2014 | |
| | x | Union, SC | Remove Stop Logs from Emergency Gate, Neal Shoals Hydro | South Carolina Electric & Gas - SCANA | Hal Riddle | $30 | 2013 | |
| x | | Martinez, GA | Replace Gate Seals on Lock at Stevens Creek Hydro Station | South Carolina Electric & Gas - SCANA | Joe McGill | $33 | 2013 | |
| x | | Georgetown, SC | Investigate Campfield Arcadia Underwater Transmission Line | Santee Cooper | Adam Taylor | $57 | 2013 | |
| x | | Charleston, SC | Debris Removal West Ashley Pump Station & Removal of Epoxy at Bulkhead | Charleston Water Systems | Paul Lemelin | $340 | 2013 | |

# SALMONS DREDGING CORPORATION
## MAJOR WORK EXPERIENCE
UPDATED: JANUARY 2015

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | x | Atlanta, GA | Black & Veatch - Inspection of Raw Water Intake in Lake Lanier, Shoal Creek Raw Water Pump Station | Gwinnett County, GA | Black & Veatch, Dan Shaw | $50 | 2013 | |
| x | | Atlanta, GA | Western Summit - Nancy Creek Pump Station, Phase 1, Clear Debris/Change Pumps in Wet Well | City of Atlanta, GA | Shane Rutledge, Western Summit | $189 | 2013 | |
| x | | Charleston, SC | Crosstown Shaft Cleaning | Charleston Water Systems | Don Benjamin | $100 | 2012-2013 | |
| x | | Hanahan, SC | Inspect 84" Line. Perform Welding Repairs | Charleston Water Systems | Don Benjamin | $40 | 2012-2013 | |
| x | | Chester, SC | Provide Underwater Cleaning of Floc Chambers @ Chester Metro WT Plant | City of Chester, SC - Chester Metro District Filter Plant | Jak Krehan | $12 | 2013 | |
| x | | Union, SC | Installed Stop Logs in Emergency Gate for Neal Shoals Hydro Plant | SCANA Corp. - SCEG | Hal Riddle | $49 | 2012 | |
| x | | Augusta, GA | Performed Repairs on Seals to Gates for Stephens Creek Hydro Plant | SCANA Corp. - SCEG | Joe McGill | $48 | 2012 | |
| x | | Mount Pleasant, SC | Performed Underwater Repairs to Diffusers on Effluent Outfall | Town of Mount Pleasant, SC | Greg Hill | $36 | 2012 | |
| x | | Charleston, SC | Remove Debris from Calhoun Street Shaft | Charleston Water Systems | Greg Daniel | $10 | 2012 | |
| x | | James Island, SC | Clean Blockage from West Ashley Pump Station | Charleston Water Systems | Claudet Parker Blanks | $12 | 2012 | |
| x | | Hanahan, SC | Remove and Replace Bar Screens on McCulloug Pump Station | Charleston Water Systems | Jonathan Walker | $12 | 2012 | |
| x | | Goose Creek, SC | Remove and Replace Bar Screens on Bushey Park Raw Water Pump Station | Charleston Water Systems | Jonathan Walker | $55 | 2012 | |
| x | | Daniel Island, SC | Clean Shaft & Pipeline | Charleston Water Systems | Greg Daniel | $39 | 2012 | |
| x | | Charleston, SC | Explore Sediment inVarious Shafts | Charleston Water Systems | Greg Daniel | $36 | 2012 | |
| | x | Mount Pleasant, SC | Install New Chain Assemblies for Dock & Wave Attenuator Moorings | Brothers Property - Charleston Harbor Hilton Marina | Richard Coen | $514 | 2012 | |
| | x | Surfside Beach, SC | Dive Inspection on Timber Piling, Surfside Beach Fishing Pier | Town of Surfside Beach, SC | DDC Engineering, Eric Sanford | $12 | 2012 | |
| x | | Charleston, SC | Inspection and Repair to Seals on Hopper Barges | Weeks Marine | Paul Stewart | $7 | 2011 | |

**SALMONS DREDGING CORPORATION**
**MAJOR WORK EXPERIENCE**
UPDATED: JANUARY 2015

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| x | | Wilmington, NC | Hull Survey on Ship | USS Chartering LLC | Wayne Alley | $13 | 2011 | |
| x | | Charleston, SC | Hull Survey and Underwater Repairs to Ship and Barges | Stevens Towing | Benjamin Smith | $28 | 2011 | |
| x | | Moncks Corner, SC | Assist with Dewatering of Locks at Jefferies Hydro | South Carolina Public Service Authority | Tom Henderson | $17 | 2011 | |
| | x | Athens, GA | Inspect & Clean (8) Potable Water Storage Tanks | Athens / Clark County, GA | Chuck Barnes | $74 | 2011 | |
| x | | Habersham County, GA | Inspect & Clean (2) Potable Water Storage Tanks | Habersham County Water | Gary Crocker | $8 | 2011 | |
| x | | Bennettsville, SC | Remove Floating Marine Grass From Plant Intake Screen Assemblies | Domtar Paper Company | Gerald Butler | $34 | 2011 | |
| x | | Chester, SC | Inspect / Clean Intake Facility Bar Screen Assembly | Chester Metro District | Jak Krehan | $16 | 2011 | |
| x | | Charleston, SC | Contaminated Diving Harbor Tunnel and Vortex Collection Shafts | Charleston Water System | Paul Lemelin | $196 | 2011 | |
| x | | Fort Mott, SC | Assist with Removal of Cassion Drill Equipment | Case Atlantic | Brian Moricz | $12 | 2011 | |
| x | | Charleston, SC | Underwater Inspection & Repair on Various Structures/Vessels | Steven Towing Company | Benjamin Smith | $15 | 2010 | |
| x | | Seabrook Island, SC | Clean and Inspect (2) Ground Storage & (1) Elevated Potable Water Tank | Seabrook Island Utilities | Tommy West | $14 | 2010 | |
| x | | Charleston, SC | Underwater Welding for Piling Removal | PCL Civil Constructors, Inc. | Andy Bennett | $19 | 2010 | |
| x | | Charleston, SC | Plum Island/West Ashley Pump Station Inspection | Charleston Water Systems | McClam Associates | $22 | 2010 | |
| x | | Charleston, SC | Underwater Inspections and Construction Services | Kinder Morgan Bulk Terminal | Stuart Schasteen | $50 | 2010 | |

# SALMONS DREDGING CORPORATION
## MAJOR WORK EXPERIENCE
UPDATED: JANUARY 2015

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| x | | Sumter, SC | Inspect and Clean Sediment From Elevated Potable Water Tank | City of Sumter | Allen Catoe | $6 | 2010 | |
| | x | Savannah, GA | Underwater Inspection a (2) Marinas, Concrete & Timber Piling | Applied Technology & Management, The Landings, Savannah, GA | Kirby Marshall | $9 | 2010 | |
| x | | Augusta, GA | Provide Diving Services at Stevens Creek Hydro Facility | South Carolina Electric & Gas - SCANA | Joe McGill | $25 | 2010 | |
| x | | Moncks Corner & Iva, SC | Provide Diving Services at Jefferies & Rainey Generation Stations | South Carolina Public Service Authority | David Roell & Keith Smith | $56 | 2010 | |
| x | | Aiken, SC | Provided Diving Services to Remove & Replace Bolts in Spent Fuel Rod Pool, L-Area, Savannah River Nuclear Plant | Savannah River Nuclear Solutions | Lorri Wright | $65 | 2010 | |
| | x | Columbia, SC | Provide Diving Services to Install Effluent Outfall Pipe at Westinghouse Plant | Foundation Repair Services | | $20 | 2010 | |
| | x | Charleston, SC | Provide Diving Services to Extend Drop Shaft in Storm Water Turinel | City of Charleston | Davis & Floyd, Mike Horton | $24 | 2010 | |
| x | | Chester, SC | Provide Diving Services to Remove Traveling Screen and Clean Clearwell | Chester Metro District | Jak Krehan | $45 | 2010 | |
| x | | Charleston, SC | Provide Diving Services, Plum Island, Ashley Crossing, Huger Street Shaft | Charleston Water System | McCabe, Benjamin, Parker-Blanks | $218 | 2010 | |
| x | | Charleston, SC | Provide Diving Services to Rig Dredge Pipe for Atlantic Dredging Co. | Atlantic Dredging | Operations Dept. | $16 | 2010 | |
| x | | Charleston, SC | Provide Diving Services on Barge, Tug & Ships at Salmons & Stevens Yards | Stevens Towing | Operations Dept. | $23 | 2009 | |
| x | | Monck Corner, SC | Provide Diving Services to Jefferies Generation Station | South Carolina Public Service Authority | David Roell | $49 | 2009 | |
| x | | Savannah, GA | Provide Diving Services to Rig Failed Concrete Mooring Structure | Peeples Industries | Frank Peeples | $33 | 2009 | |
| | x | Charleston, SC | Provide Diving Services for Outfall Inspection @ Plum Island WWT Plant | Charleston Water System | Hazen & Sawyer Engineers | $25 | 2009 | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| x | | Charleston, SC | Provide Diving Services for Piling Inspection and Wrapping | Kinder Morgan Bulk Terminal | Stuart Schasteen | $514 | 2009-2010 | |
| x | | Mrytle Beach, SC | Provide Diving Services on Dredge | Great Lakes Dock & Dredge | Engineering | $27 | 2009 | |
| x | | Charleston, SC | Provide Diving Services to Plum Island WWT Plant & West Ashley Pump Station | Charleston Water System | McCabe, Benjamin, Parker-Blanks | $293 | 2009 | |
| x | | Garden City , SC | Dive Inspection on Timber Piling, Garden City Beach Fishing Pier | Greenwall Construction | Garden City Fishing Pier | $7 | 2009 | |
| | x | Charleston, SC | Provide Diving Services to Remove Potable Water Pipeline From Stono River | Charleston Water System | Chandler Construction Co. | $173 | 2009 | |
| x | | Moncks Corner, SC | Provide Diving Services to Jefferies Generation Station | South Carolina Public Service Authority | David Roell | $45 | 2008 | |
| x | | Charleston, SC | Provide Diving Inspections at Kinder Morgan Bulk Terminals | Kinder Morgan Bulk Terminal | Stuart Schasteen | $43 | 2008 | |
| x | | Charleston, SC | Providing Diving Services on Dredge | Great Lakes Dock & Dredge | Russ Zimmerman | $75 | 2008 | |
| x | | Charleston, SC | Providing services to locate and repair 24" HDPE water main break at Fort Johnson | Charleston Water System | Larry Drolet | $384 | 2008 | |
| x | | Charleston, SC | Provide Diving Services at Huger & Limehouse Street Shaft. | Affholder, Inc. | Affholder Incorporated, 636-532-2622 | $47 | 2008 | |
| x | | Charleston, SC | Provide Diving Services to Plum Island WWT Plant and at Rantowles Creek. | Charleston Water System | McCabe, Benjamin, Parker-Blanks | $126 | 2007 | |
| | x | Cross, SC | Provide Diving Services to Support Reynolds, Inc. at Cross Generation Station | Reynolds, Inc. | Tim Porter | $55 | 2007 | |
| x | | Moncks Corner & Cross, SC | Provide Diving & Construction Services at Jefferies and Cross Generation Stations | South Carolina Public Service Authority | Santee Cooper Engineering | $121 | 2007 | |
| x | | Charleston, SC | Diving Services on USCG Cutters "Yellow Fin" & "Oak" | United States Coast Guard | Sector Charleston | $7 | 2007 | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | x | Charleston, SC | Providing diving services at Colonial Lake Vortex (Rutledge Avenue and Queen Street) | Affholder, Inc. | Affholder Incorporated | $127 | 2007 | |
| | x | Garden City , SC | Diving Inspection on Gardeh City Fishing Pier | Greenwall Construction Services | Dave Zabeck | $5 | 2006 | |
| | x | Charleston, SC | Ashley River Sewer tunnel isolation. | Affholder, Inc. | Affholder Incorporated | | 2006 | |
| | x | Charleston, SC | Ashley River Sewer tunnel dewatering | Affholder, Inc. | Affholder Incorporated | | 2006 | |
| x | | Charleston, SC | Diving, crane, and tug services to assist with permanent repairs to 24" submarine pipeline in Stono River | Charleston Water System, Charleston, SC | Larry Drolet | $113 | 2006 | |
| x | | Charleston, SC | Diving services at Barre Street, Plum Island, South Street Terminal, Harbor Tunnel Pump Station | Commissioners of Public Works, Charleston, SC | Larry Drolet 843-727-6875 | $238 | 2004 | |
| x | | Isle of Palms, SC | Dive Inspection on Timber Piling, Seacabins III Fishing Pier | Seacabins III | | $2 | 2204 | |
| | x | Myrtle Beach SC | 25th Avenue South Ocean Outfall - Inspect Stormwater Outfall | DDC Engineering, Inc. | John Pellenz | | 2003 | |
| x | | Charleston, SC | Diving services at Barre Street, Plum Island, South Adgers Wharf, and Huger Street - Inspect tunnels and shafts | Commissioners of Public Works, Charleston, SC | Larry Drolet 843-727-6875 | | 2002-2003 | |
| x | | Charleston, SC | Inspect tunnels and shafts, seal bulkhead doors. | Commissioners of Public Works, Charleston, SC | Larry Drolet 843-727-6876 | | 1999-2000 | |
| | x | Charleston, SC | Croghan Shaft modifications P. O. SC 9901 Subcontractor to Triad Engineering & Contracting, Contract/CPW # 9277-004 Diving services for "Wastewater Tunnel Inspection and Repair Projedt Plum Island and Limehouse Street Tunnel Shafts" - Diving services; carrier pipeline repair in tunnels; concrete placement. | Commissioners of Public Works, Charleston, SC | Triad Engineering & Contracting 7575 Northfield Road, Walton Hills, OH 44146 | | 1999 - 2001 | |
| | x | Charleston, SC | Limehouse Street Shaft - Diving services; tie-in for new wastewater shaft and tunnel. | Commissioners of Public Works, Charleston, SC | Affholder Incorporated, 636-532-2622 | | 2001-2002 | |

May 4, 2015

Richard W. Salmons, President
Salmons Dredging Corporation
P. O. Box 42
Charleston, SC 29402

RE: Signal Mutual Perfect Record Safety Award 2013-2014

Dear Mr. Salmons,

Congratulations! It is our pleasure to present your company with the enclosed certificate, "Perfect Record Award", signifying your accomplishment of zero claims in the Signal Mutual 2013-2014 Membership Year.

Your outstanding safety performance is not only a credit to your company, but to the whole Signal Mutual family of companies. It is through the dedication to safety by companies like yours that employees are kept safe while at work and return home to their families each day.

Your commitment to safety is one of the reasons Signal Mutual has been successful for over 29 years. We wish you a continued safe and prosperous 2015.

Sincerely,

**Gunther Hoock**
**Vice President of Safety Resources**
**Signal Administration, Inc.,**
8144 Walnut Hill Lane Suite 1600
Dallas, Texas 75231
T: +1 (972) 865-8054
M: +1 (214) 641-8515
gunther.hoock@signal-ct.com

/ts

# SIGNAL MUTUAL INDEMNITY

# SALMONS DREDGING

# PERFECT RECORD AWARD

THIS CERTIFICATE IS AWARDED FOR
THEIR OUTSTANDING ACHIEVEMENTS:

## ZERO CLAIMS FOR THE
## 2013-2014 MEMBERSHIP YEAR

PRESENTED ON
MAY 4, 2015

Signal

Charles Taylor

Gunther Hoock

Gunther Hoock, Vice President Safety Resources
Signal Administration, Inc.

Arrive Home Alive

SALMO-2 OP ID: P

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/28/2015

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

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

PRODUCER
Commonwealth - Brown & Brown
7515 Northside Dr. Suite 150
North Charleston, SC 29420
Griffin Wise

CONTACT NAME: Griffin Wise
PHONE (A/C, No, Ext): 843-572-4567 FAX (A/C, No): 843-572-4547
E-MAIL ADDRESS: gwise@cbbins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Sentinel Insurance Company Ltd | 11000 |
| INSURER B: Continental Insurance Co. | 35289 |
| INSURER C: Arch Insurance Company | 11150 |
| INSURER D: Endurance American Specialty | 41718 |
| INSURER E: Signal Mutual Indemnity | |
| INSURER F: | |

INSURED
Salmons Dredging Corp.
PO Box 42
Charleston, SC 29402

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| B | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Marine Liability<br>X Contractual Liab<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | ML9780147 | 06/24/2015 | 06/24/2016 | EACH OCCURRENCE | $ 1,000,00 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,00 |
| | | | | | | | MED EXP (Any one person) | $ 5,00 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,00 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,00 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,00 |
| | | | | | | | Emp Ben. | $ 1,000,00 |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS X SCHEDULED AUTOS<br>X HIRED AUTOS X NON-OWNED AUTOS | | | 22UECNI4781 | 06/24/2015 | 06/24/2016 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,00 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| D | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 25,000 | | | OMX10007270300 | 06/24/2015 | 06/24/2016 | EACH OCCURRENCE | $ 10,000,00 |
| | | | | | | | AGGREGATE | $ 10,000,00 |
| | | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | ZAWCI9914000 | 10/01/2015 | 10/01/2016 | X PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,00 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,00 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,00 |
| E | USL&H | | | 24200 | 10/01/2015 | 10/01/2016 | Statutory Limits | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CICHA-4

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Gif Wi

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$1,000,000 Maritime Employers Liability Any One Accident or Illness
Carrier: Lloyds of London
Policy Number: GT301050J Policy Term: 06/24/2015 to 06/24/2016

$1,000,000 CSL Protection & Indemnity Per Occurrence
$750,000 Marine Hull & Machinery
Carrier: Continental Insurance Co
Policy Number: H0877334 Policy Term: 06/24/2015 to 06/24/2016

$5,000,000 Vessel Pollution Per Occurrence
Carrier: Starr Indemnity & Liability Co
Policy Number: V1390115 Policy Term: 06/24/2015 to 06/24/2016

Excess Policy is over Auto Liability, Vessel Pollution, Marine General Liability, Protection & Indemnity, Employers Liability, Maritime Employers Liability

**Commonwealth Brown & Brown**
**7515 Northside Drive**
**Suite 150**
**North Charleston, SC 29420**

September 2, 2015

Richard W. Salmons, Jr
Salmons Dredging Corp.
PO Box 42
Charleston, SC 29402

Re: Policy Type: Worker's Compensation
Policy Number: ZAWCI9892500
Insurance Company: Arch Insurance Company

Dear Richard:

The Experience Modification Rate (EMR) effective 10/01/2015 to 10/01/2016 is .92.

Thank you for your valued account.

Sincerely,

Griffin Wise
Account Executive

COMMONWEALTH
Brown & Brown
7515 Northside Drive, Suite 150 • N. Charleston, SC 29420
Office: (843) 572-4567 Fax: (843) 572-4547
A division of: Brown & Brown INSURANCE

WILLIAM M. MEANS COMPANY
INSURANCE
64 Broad Street
Charleston, South Carolina 29401
Telephone: 843-577-0585
Fax: 843-577-2873

RICHARD W. HUTSON, JR.

RICHARD W. HUTSON
(1925-1993)

September 11 2014

Richard W Salmons Jr
Salmons Dredging Corp
PO Box 42
Charleston, SC 29402

RE: Worker's Compensation
ARCH INSURANCE COMPANY
ZAWCI9831401

Dear Richard:

The Experience Modification Rate (EMR) effective 10/1/14 – 10/1/15 is -.94.

Thank you for your valued account.

Sincerely,

Richard W Hutson Jr
RWH: nb

WILLIAM M. MEANS COMPANY
INSURANCE
64 Broad Street
Charleston, South Carolina 29401
Telephone: 843-577-0585
Fax: 843-577-2873

RICHARD W. HUTSON, JR.

RICHARD W. HUTSON
(1925-1993)

September 18 2013

Richard W Salmons Jr
Salmons Dredging Corp
PO Box 42
Charleston, SC 29402

RE: Worker's Compensation
ARCH INSURANCE COMPANY
ZAWCI9831401

Dear Richard:

The Experience Modification Rate (EMR) effective 10/1/13 – 10/1/14 is -.96.

Thank you for your valued account.

Sincerely,

Richard W Hutson Jr
RWH: nb

WILLIAM M. MEANS COMPANY
INSURANCE
64 Broad Street
Charleston, South Carolina 29401
Telephone: 843-577-0585
Fax: 843-577-2873

RICHARD W. HUTSON, JR.

RICHARD W. HUTSON
(1925-1993)

September 17 2012

Richard W Salmons Jr
Salmons Dredging Corp
PO Box 42
Charleston, SC 29402

RE: Worker's Compensation
ARCH INSURANCE COMPANY
ZAWCI9831401

Dear Richard:

The Experience Modification Rate (EMR) effective 10/1/12 – 10/1/13 is -.97.

Thank you for your valued account.

Sincerely,

Richard W Hutson Jr
RWH:nb

OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 14

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

*You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*

Establishment name: Salmons Dredging Corp

City: Charleston State: SC

| Identify the person | | | Describe the case | | | Classify the case (SELECT ONLY ONE box for each case based on the most serious outcome for that case) | | | | Enter the number of days the injured or ill worker was: | | Select the "injury" column or choose one type of illness: (M) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (A) Case no. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness (e.g., 2/10) | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | Death (G) | Days away from work (H) | Remained at Work: Job transfer or restriction (I) | Remained at Work: Other recordable cases (J) | Away from work (K) | On job transfer or restriction (L) | Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6) |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | / month / day | | | ○ | ○ | ○ | ○ | days | days | ○ | ○ | ○ | ○ | ○ | ○ |
| | | | | | Page totals ▶ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | (1) | (2) | (3) | (4) | (5) | (6) |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Save Input | Add a Form Page

OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 2014

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

Total number of . . . (M)

| | | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

***Post this Summary page from February 1 to April 30 of the year following the year covered by the form.***

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

**Establishment information**

Your establishment name: Salmons Dredging Corporation

Street: 1884 Herbert Street

City: Charleston State: SC Zip: 29405

Industry description (e.g., *Manufacture of motor truck trailers*)

Marine Construction

Standard Industrial Classification (SIC), if known (e.g., *3715*)

1629

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

237990

**Employment information** *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 25

Total hours worked by all employees last year: 51131

**Sign here**

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

April Bennett — Office Manager

Company executive — Title

Phone 843.722.2921 Date 1/12/2015

Save Input

OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

2013

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

Total number of . . .

| | (M) | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form.**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment Information

Your establishment name: SIMONS Dredging Corp

Street: 1664 Herbert St

City: CHAS State: SC ZIP: 29405

Industry description (e.g., Manufacture of motor truck trailers): Marine Construction

Standard Industrial Classification (SIC), if known (e.g., 3715): 1629

OR

North American Industrial Classification (NAICS), if known (e.g., 336212): 237990

### Employment Information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees: 22

Total hours worked by all employees last year: 46448.73

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

April Bonnoa Office Manager
Company executive Title

843 722 2921 1/6/2014
Phone Date

OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2013

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Salmons Dredging Corp
City CHAS State SC

| Identify the person | | | Describe the case | | | Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case) | | | | Enter the number of days the injured or ill worker was: Away from work (K) | On job transfer or restriction (L) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (A) Case no. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | (1) Injury | (2) Skin disorder | (3) Respiratory condition | (4) Poisoning | (5) Hearing loss | (6) All other illnesses | |
| | | | / month/day | | | | | | | days | days | |
| | | | / month/day | | | | | | | days | days | |
| | | | / month/day | | | | | | | days | days | |
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.



Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

uploaded PCA 2/4/13

# OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 1 2

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*

Establishment name Salmons Dredging Corporation

City Charleston State SC

| Identify the person | | | Describe the case | | | Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case) | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: (M) | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (A) Case No. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | Death (G) | Days away from work (H) | Remained at Work: Job transfer or restriction (I) | Remained at Work: Other recordable cases (J) | Away from work (K) | On job transfer or restriction (L) | Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6) |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | month/day | | | ☐ | ☐ | ☐ | ☐ | days | days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | | | **Page totals** ➤ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | Injury | Skin disorder | Respiratory condition | Poisoning | Hearing loss | All other illnesses |

*Be sure to transfer these totals to the Summary page (Form 300A) before you post it.*

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue NW, Washington, DC 20210. Do not send the completed forms to this office.



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OSHA Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 20 1 2

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

Total number of . . .

| | (M) | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form.**

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment Information

Your establishment name Salmons Dredging Corporation

Street 1884 Herbert Street

City Charleston State SC Zip 29405

Industry description (e.g., *Manufacture of motor truck trailers*)
Marine Construction

Standard Industrial Classification (SIC), if known (e.g., *3715*)
1 6 2 9

OR

North American Industrial Classification (NAICS), if known (e.g. 336212)
_ _ _ _ _ _

## Employment Information

*(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees 23.25

Total hours worked by all employees last year 47334

## Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Richard Salmons Jr. President
Company executive Title

(843) 722-2921 / 01/31/2012
Phone Date

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OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 20 1 1

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 1 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 94 |
| (K) | (L) |

## Injury and Illness Types

Total number of . . . (M)

| | | | |
|---|---|---|---|
| (1) Injuries | 1 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

***Post this Summary page from February 1 to April 30 of the year following the year covered by the form.***

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment Information

Your establishment name: Salmons Dredging Corporation

Street: 1884 Herbert Street

City: Charleston State: SC ZIP: 29405

Industry description (e.g., *Manufacture of motor truck trailers*): Marine Construction

Standard Industrial Classification (SIC), if known (e.g., *3715*): 1 6 2 9

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment Information

*(If you don't have these figures, see the Worksheet on the back of this page to estimate.)*

Annual average number of employees: 26.5

Total hours worked by all employees last year: 50683.11

### Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

April Barrineau — Office Manager
Company executive — Title

843 , 722-2921 — 01 01 2012
Phone — Date

OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2011

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

*You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*

Establishment name Salmons Dredging Corp
City Charleston State SC

| Identify the person | | | Describe the case | | | Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case) | | | | Enter the number of days the injured or ill worker was: | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| (A) Case no. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | (G) Death | (H) Days away from work | (I) Job transfer or restriction | (J) Other recordable cases | (K) Away from work | (L) On job transfer or restriction |
| 01/2011 | Robert Harrell | Labor | 07 / 29 month/day | Shem Creek Shrimpboat Lane | Right Foot Heel Fracture | | X | | | days | 94 days |
| | | | / month/day | | | | | | | days | days |
| | | | / month/day | | | | | | | days | days |
| | | | / month/day | | | | | | | days | days |
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

| Injury | Skin disorder | Respiratory condition | Poisoning | Hearing loss | All other illnesses |
|---|---|---|---|---|---|
| 1 | 0 | 0 | 0 | 0 | 0 |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical

SALMONS

SALMONS DREDGING CORPORATION
Marine Contractors Since 1919

Post Office Box 4
Charleston, SC 294(
Tel: (843) 722-29
Fax: (843) 723-46
www.salmonsdredging.co

# SALMONS DREDGING CORPORATION

## SAFETY AND ACCIDENT PREVENTION MASTER PROGRAM

## SAFETY STATEMENT

It is the sincere desire of Salmons Dredging Corporation to eliminate all occupational injuries/illnesses through job safety education and training, to protect the general public at all times and at all costs and to reduce the possibility of damage to equipment and property by strictly following the guidelines set forth in this safety and accident prevention plan.

## 1. PROJECTS

Work on all Salmons Project Sites, including but not limited to:
Buckeye Partners, LP Terminals,
Kinder Morgan Bulk Terminals,
International Paper,
SCE&G Sites,
B.P Amoco,
Kapstone Paper,
Naval Weapons Station NPTU
City of Charleston

## 2. DEFINABLE FEATURES OF WORK (DFOW)

Define features of work (DFOW) are site specific and will be identified for each individual project after project award.

1.
2.
3.
4.
5.
6.
7.
8.
9.
10.

## 3. ACCIDENT PREVENTION RESPONSIBILITIES

(a) All supervisors will be furnished a copy of Salmons approved Accident Prevention Plan which they will be directly responsible to help enforce. All work will be performed in accordance with the U.S. Army Corps of Engineers **SAFETY AND HEALTH REQUIREMENTS MANUAL EM385-1-1, Occupational Safety and Health Standards, 29 CFR Part 1926** and all other applicable federal, state and local requirements.

(b) All supervisory personnel (superintendent and foreman) will be informed as to the nature and limits of their accident prevention responsibilities. It will also be stressed to each employee, that the purpose of this safety program is the prevention of unsafe conditions, rather than the correction of deficiencies after they have been found to exist. Safety should never be sacrificed for production. Safety is an integral part of quality control, cost reduction, and job efficiency.

(c) Each individual employee will be encouraged to be on the alert and report any unsafe conditions/situations, immediate or foreseen, to their immediate supervisor, which might render any part of their job unsafe. No employee will be required to work in surroundings or conditions that are unsafe or dangerous to their health. Every employee has the specific right and obligation to stop any task or item of work which is not clearly established or understood. Employees will not be reprimanded for issuing a "Stop Work Intervention". Work will not resume until all issues or concerns have been adequately addresses to the satisfaction of all involved persons. Stop work training will be provided to each employee during initial safety orientation. Employees are encouraged by management to follow the Stop Work Authority Process: Stop, Notify, Correct and Resume. Supervisors will document and review all Stop Work Interventions. At a minimum, the review will include the reason for the stop work intervention, parties effected, corrective actions taken, identification of lessons learned, opportunities for improvement going forward, and sharing of learned lessons with others. Management will conduct additional investigations as may be necessary to identify and address root causes of all safety concerns.

(d) Weekly on-site safety meetings will be conducted with all personnel by the job site superintendents. Daily, weekly and monthly on-site safety inspections will be conducted by the Job Site Safety and Health Representative as needed, to ensure that the projects accident prevention responsibilities are being carried out.

(e) Employee work behavior will be continually monitored by management, supervisory personnel and peer-based employee observers. Employee observations both positive and negative will be discussed with the employee immediately following a period of observation and again during weekly Employee Evaluations "EE", this in an effort to provide a safe and positive work environment for all concerned. Employees should be aware that they are subject to supervisory observation at all times.

(f) As a part of the weekly Employee Evaluations "EE", both positive and negative safety behavior observations will be discussed with the applicable employee and be recorded in writing on the "EE" forms for future statistical comparison. As relevant comparisons are compiled, the subject data will be used by management to effect positive change in corporate safety/policy.

(g) Trends, both positive and negative, will be brought to the attention of employees during Salmons annual safety meeting typically held around January 15th of each year. If it is determined that subject trend information is critical to the immediate safety mission of the company, then said information will be disseminated during "EE" or daily, weekly and or monthly "Tool Box" safety meetings.

(h) Trend data will be used by management to evaluate unsafe behaviors and develop action plans to effect positive change. The goal being to impact Safe Behavior, Quality Related Behavior, Productive Related Behavior, Efficient Behavior, Time-Saving Behavior, as well as Life Saving Behavior.

(i) Salmons Safety Director will designate responsibilities concerning development of all future action plans to combat unsafe behaviors including; roles/responsibilities, timeframes/schedules, implementation/roll-out and analysis of effectiveness.

## 4. SUBSTANCE ABUSE PROGRAM

### (a) Policy

The use of illicit drugs and alcohol, both on and off the premises, can seriously affect an employee's performance. Moreover, illicit drugs and alcohol use can endanger the safety of other employees and the customers we serve. Therefore, the company has adopted the following policy:

Employees may not possess, bring onto company property, be under the influence of, use, transfer, or attempt to sell any form of narcotic, depressant, stimulant or hallucinogen, the possession, use, transfer or sale of which is prohibited by law.

Employees may not possess, bring onto company property, be under the influence of (alcohol concentration of .02% or higher), use, transfer, or attempt to sell any form of alcohol or alcohol beverage.

Employees must notify their supervisors if they are taking any prescription medication or over-the-counter medication, which may affect their ability to work or otherwise affect workplace safety. Intentional misuse of prescribed medications, over-the-counter medications or other substances that might affect the employee's ability to perform work safely and competently are a violation of this policy. Being unfit for work due to the effect of the legitimate use of prescription or over-the-counter medications are a violation of this policy.

Any and all violations of Salmons Substance Abuse Policy is grounds for immediate dismissal.

### (b) Testing

Salmons may utilize multiple methods of testing for substance abuse. These include:
Pre-Employment or Pre-Access Testing
Post-Accident Testing
Reasonable Cause Testing
Random Testing

Employees may be asked at any time during their employment to submit to a urinalysis or blood test to screen for dangerous drug use or alcohol use beyond the allowed concentration of .02%. Salmons utilizes a credentialed and certified (ACOEM) Occupational and Environmental Medicine Facility for all substance abuse testing. Employees who refuse to submit to a drug screen will be discharged.

Some candidates for employment (Divers, Tug Captains, Crane Operators, etc…) may be required to pass a pre-employment drug screen within 60 days immediately preceding employment.

Some employees may be required to pass an annual drug screen such as for renewal of license or for re-certification, (Divers, Tug Captains, Crane Operators). Testing will follow the specific guidelines and requirements of the applicable agency i.e. (United Stated Coast Guard, Department of Transportation, Association of Diving Contractors International, Federal Energy Regulatory Commission, etc…).

Substance abuse testing is required after an accident, incident or close call. Post-accident testing will be performed as soon as reasonably possible. Alcohol testing no more than two hours post-accident/incident and drug testing within 8 hours post-accident/incident.

Employees will be required to complete a drug or alcohol test when a competent company official determines that there is reasonable suspicion or reasonable cause to suspect a worker of being under the influence of a prohibited substance.

Employees will be exposed to random selection for substance abuse testing as generated by the Occupational and Environmental Medicine Facility.

Records of testing will be retained for five years by both the Occupational and Environmental Medicine Facility and Salmons Office. Statistics will be reviewed semi-annually.

If the results of testing shows that an employee has used illegal drugs or otherwise has violated the company's substance abuse policy, the employee will be subject to immediate dismissal. No employee will be allowed to work on a client or host site, if unacceptable results have been received and verified.
Note: All confirmed positive test results will undergo an independent review process for quality assurance by a qualified Medical Review Officer (MRO). The MRO will be a licensed physician accredited by the American College of Occupational and Environmental Medicine (ACOEM).

The company will assist in finding counseling for substance abuse.

**(c) Training**
Supervisors will undergo in-house-training to assist them to recognize the signs of employee substance abuse. Training will be documented and updated as required

**(d) Acknowledgement**
Employees are required to acknowledge in writing, that they have completely read and fully understand the Salmons Dredging Corporation Substance Abuse Policy, they understand it's requirements, and consent to testing as applicable. They also consent and agree that test results may be shared with Salmons Customers on an as-need-basis.

## 5. SUBCONTRACTOR'S RESPONSIBILITIES

(a) On occasion, Salmons will utilize licensed subcontractors to accomplish tasks that are not self-performed, or are "Specialized" in nature. Salmons will pre-qualify subcontractors based on their capability and competency to perform assigned work in a safe and environmentally sound manner. Subcontractors must possess the appropriate licenses as required to satisfy federal, state, and local regulations for the tasks they will be performing. Subcontractors will be required to furnish proof of licensing, proof of insurance, current and past safety records (OSHA 300 Logs which include metrics such as TRIR, EMR, DART, Fatality Rate), past & present records of OSHA or MSHA violations, Health and Safety Plans and industry references, all of which Salmons will utilize to pre-qualify and select subcontractors.

(b) Subcontractors and their respective on-site supervisory personnel, (PM, Supt., Foreman, QA or QC), will be invited to attend pre-mobilization coordination and safety meetings where they will be furnished a copy of Salmons Safety and Accident Prevention Plan. Each supervisor will be fully informed of their accident prevention responsibilities, owner project requirements, lines of communication, reporting and responsibility, standards for the work, quality control measures, project documentation, work hours, safety meeting schedules, etc… prior to the commencement of work on site.

(c) Subcontractors will be subject to, and be required to, abide by the Salmons Safety and Accident Prevention Plan, the U.S. Army Corps of Engineers Safety Requirements Manual and the Federal Standards as outlined in the Occupational Safety and Health Act
(OSHA) for construction, including amendments. These rules and regulations will be strictly adhered to and enforced by Salmons project management and jobsite superintendence.

(d) It is mandatory that subcontractors attend pre-mobilization, daily and weekly tool box safety meetings where jobsite and activity hazards will be identified/analyzed, safety guidelines and procedures established, safety inspections scheduled, emergency response capabilities and action plan/procedures established and responsibilities assigned.

(e) Subcontractor safety performance will be continually monitored during the course of the work by Salmons project management. Deficiencies will be identified and action steps will be implemented as necessary, to ensure compliance with all job regulations and work-specific requirements. Salmons project management has the responsibility and authority to issue a "Stop Work" to any subcontractor who is **not** in compliance with safety regulations. Subcontractors will not be allowed to resume work until compliance is verified.

(f) Salmons project management will conduct post-project reviews on all subcontractors as a means of establishing a list of competent and qualified subcontractors for future projects.

(g) Subcontractors will adhere to the requirements of Salmons Short Service Employee Program, and will manage their Short Service Employees accordingly.

(h) All provisions of this plan apply equally to the General Contractor and all Subcontractors.

## 6. SAFETY EDUCATION REQUIREMENTS

(a) The job site supervisor will instruct all new personnel in the Company's safety policies and guidelines. He/She will provide the initial indoctrination regarding Salmons Safety Program including on-the-job training, to enable the employee to conduct his/her work in a safe manner.

1. Short Service Employees, (employees with less than 6 months of experience or service in their present role) may not work alone. Crews of less than five employees, may not have more than one Short Service Employee. Salmons job site supervisors will notify the project manager or contact person at Client or Host Facilities when Short Service Employees will be working at their site. Short Service Employees will be visibly identifiable as they will be required to wear an orange stripe on their hard hat. Client or Host Facility contacts will be made aware of this requirement. Short Service Employees will be trained, mentored and monitored by experienced and knowledgeable employees and supervisors for compliance with all safety and accident prevention and environmental policies/procedures. A mentor will be assigned to each Short Service Employee. When the Short Service Employee demonstrates competency, the visibility identifier requirement will be removed.

(b) "Tool Box" safety meetings will be conducted at least one time each week. Attendance will be recorded by signing the meeting minutes. Topics will be varied and relevant to the tasks at hand.

(c) Employee Evaluations "EE" - Training will be provided to all employees and supervisory personnel including but not limited too; proper observation/evaluation techniques, how to fill out Employee Evaluation "EE" forms, techniques for constructive criticism and positive correction of negative behaviors, positive reinforcement/praise for exemplary behaviors and addressing unacceptable behaviors or unsafe and careless acts that endanger others.

## 7. FIRST AID

(a) Arrangements have been made with an area doctor to treat injured employees. The following information will be made available to all supervisory personnel as well as be posted on the job site bulletin board. This information concerns an available physician, ambulance service and local area hospital.

| Doctor | Ambulance | Hospitals |
|---|---|---|
| Coastal Occupational Med. | | Roper Hospital |
| 3605-C Meeting St. Road | EMS 911 | 316 Calhoun Street |
| North Charleston, SC | | Charleston, SC |
| 843-744-3500 | | 843-724-2000 |

(b) Transportation will be available at all times during working hours to take an injured employee to the doctor or hospital. Prospective operators of readily available transportation will be familiar with the location of designated medical facilities in the area. Written directions and maps to each facility are available in the Salmons Office.

(c) Salmons, along with each subcontractor, will provide (as a minimum) one first aid kit each, during working hours. The type and size of the first aid kit will be determined by the actual number of personnel employed during peak periods and the type defined by the anticipated work environment. The minimum size requirement for all first aid kits - will serve 15 persons.

(d) First aid kits are located inside tool trailers (out of the weather) on each crane barge, as well as Salmons Dive Locker and Salmons Main Office. First aid kits include sterile eye wash fluid and eye wash cups for use in flushing contaminants from eyes. A minimum of five gallons of potable water is available on each crane barge to wash-off corrosive materials if exposed. A shower is located in the main wash room at Salmons Terminal.

(e) First aid kits will be inspected by jobsite supervisors on a weekly basis to ensure adequate inventories of first aid supplies. Resupply orders should be promptly submitted to Salmons Office.

(f) Salmons supervisors and key personnel holding valid first aid training certifications (American Red Cross or equivalent training), are responsible for rendering first aid assistance to all person(s) in need, until professional medical assistance arrives on site. This requirement is especially applicable when work sites are not reasonably located close to convenient, professional, first-aid/medical facilities. Certificates of first aid training including: Standard First Aid, AED-Adult, CPR-Adult and Oxygen Admin will be kept on file in Salmons office, and will be made available to all that require documentation evidence.

## 8. ACCIDENT REPORTING, RECORDKEEPING & INVESTIGATION

(a) Job site supervisors will immediately notify Salmons Safety Director and Operations Manager concerning any jobsite fatality, serious injury or illness, so appropriate actions can be taken to prevent recurrences.

(b) All injuries, regardless of how slight, will be reported immediately to the job site supervisor. A complete written description as to how the accident happened, the extent of the injury or illness, the type of aid required, i.e.... first aid or medical aid, and the remedial action being taken to prevent such recurrence, will be documented. Recordkeeping forms will be kept on file for a minimum of five years.

(c) The contractor is responsible for notifying all applicable parties, concerning serious accidents. Within 8 hours of notification of a fatality or hospitalization of three or more employees from a work related incident, Salmons will notify the area office of OSHA or the Central OSHA Telephone @ 1-800 321-6742 with an oral report. If the office is closed (nights, weekends, and holidays) leave a voice message with all related data and contact information. The notification period for the applicable host facility or client is within 24 hours.

(d) Any recordable injuries or illnesses or property damage in excess of $2,000 will be reported by the job supervisor to Salmon Safety Director within 4 hours.

(e) Recordable injuries or illnesses will be documented on OSHA Form 300 within 7 calendar days of receiving notification of occurrence. Annual OSHA 300 Logs will be signed by a company official and will be posted on the company bulletin board from February 1st through April 30th of each calendar year.

(f) The Salmons Management Team consisting of: President, V-President/Operations Manager, Safety Director, Project Manager & Safety/Insurance Consultants will investigate incidents to the appropriate level with regard to incident severity.

(g) All incidents, whether a near miss or an actual injury-related event, will be investigated. Near miss reporting and investigation allow us to identify and control hazards before they cause a more serious incident. Accident/incident investigations are a tool for uncovering hazards that either were missed earlier or have managed to slip out of the controls planned for them. It is useful only when done with the aim of discovering every contributing factor to the accident/incident to "foolproof" the condition and/or activity and prevent future occurrences. Salmons objective is to identify root causes, not to primarily set blame. Initial identification of evidence immediately after an incident should include the names of all involved parties, witnesses, series of events, list of equipment & materials, weather conditions, restrictions, lighting, physical factors, medical conditions, outside influences, etc…

(h) Definitions:

ACCIDENT - The National Safety Council defines an accident as an undesired event that results in personal injury or property damage.

INCIDENT - An incident is an unplanned, undesired event that adversely affects completion of a task.

NEAR MISS - Near misses describe incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

(i) No one should investigate incidents without appropriate accident investigation training or equipment. The training guide "Effective Accident Investigation" by Geigle Communications, LLC, Incident/Accident Analysis, found on the web at www.oshatrain.org/workbooks/otn702w.ppt will be utilized to train personnel in their responsibilities and incident investigation techniques.

(j) Six key questions should be answered: who, what, when, where, why, and how. Fact should be distinguished from opinion, and both should be presented carefully and clearly. The investigative report should include thorough interviews with everyone with any knowledge of the incident. Interviews should be conducted in a nearby comfortable, private setting to encourage the accurate, honest and unbiased exchange of information. Statements from all witnesses should be safeguarded throughout the investigation to protect all parties. Contact information for all witnesses should be verified for accuracy. Follow-up interviews should be conducted as often a necessary by the investigative team to ensure that all contributing information/facts have been revealed. A good investigation is likely to reveal several contributing factors, and it probably will recommend several

preventive actions. The investigation team should avoid the trap of laying sole blame on the injured employee. Even if injured workers openly blame themselves for making a mistake or not following prescribed procedures, the accident investigators must not be satisfied that all contributing causes have been identified. The error made by the employee may not be even the most important contributing cause. The employee who has not followed prescribed procedures may have been encouraged directly or indirectly by a supervisor or production quotas to "cut corners." The prescribed procedures may not be practical, or even safe, in the eyes of the employee(s). Sometimes where elaborate and difficult procedures are required, engineering redesign might be a better answer. In such cases, management errors -- not employee error -- may be the most important contributing causes.

Supervisors and others who investigate incidents should be held accountable for describing causes carefully and clearly. When reviewing accident investigation reports, the safety department or in-house safety expert should be on the lookout for catch-phrases, for example, "Employee did not plan job properly." While such a statement may suggest an underlying problem with this worker, it is not conducive to identifying all possible causes, preventions, and controls. Evidence collected by investigators should be collected and safeguarded as part of permanent recordkeeping.

(k) Recommended preventive actions should make it very difficult, if not impossible, for the incident to recur. The investigative report should include as a minimum: Background, Description of the Accident Process, Interviews, Evidence Collection, Findings and Justifications, Recommendations and Results, Summary, Review and Follow-up Actions, and Attachments. The investigative report should list all the ways to "foolproof" the condition or activity. Considerations of cost or engineering should not enter at this stage. The primary purpose of accident investigations is to initiate corrective actions to prevent future occurrences. Beyond this immediate purpose, the information obtained through the investigation should be used to update and revise the inventory of hazards, and/or the program for hazard prevention and control. For example, the Job Safety Analysis should be revised and employees retrained to the extent that it fully reflects the recommendations made by an incident report. Implications from the root causes of the accident need to be analyzed for their impact on all other operations and procedures.

## 9. PERSONAL PROTECTIVE EQUIPMENT AND APPAREL

Personal protective equipment is designed as an effective barrier between a person and potentially dangerous object, substances, processes, etc. and shall be kept in a sanitary or reliable condition.

I. General

A. When the Site Manager and/or Safety Manual dictate protective equipment, the use of such equipment is mandatory.
B. Management it to monitor and evaluate the use and effectiveness of all personal protective equipment and recommend improvements where indicated.
C. All employees shall be trained to wear the proper PPE and shall be retrained if the workplace changes. All PPE training will be documented.
D. Employee owned PPE is not allowed.

II. Basic Personal Protective Equipment

A. The following personal protective equipment is to be available prior to the start of the construction activities:
   1. Supply of Salmons hard hats (meeting ANSI Z.89-1981 standard).
   2. Supply of safety glasses (meeting ANSI Z.87-1981 standard).
   3. Safety harnesses when elevated work is required. Body harnesses, lifelines and lanyards, as specified in EM 385-1-1, will be used by employees when a particular type of work requires their use.

4. Respiratory protective equipment as dictated by hazard; to include, but not limited to, respirators, hoods, masks, etc.
5. Goggles
6. Hearing protection
7. Safety toed footwear
8. Cutting goggles if cutting operations are anticipated
9. Welding hoods and lens
10. Gloves
11. Welding jackets and sleeves
12. Full face shields (for operations producing flying chips, particles, or sparks)
13. Rubber boots and gloves (for special operations)

## III. Selecting Personal Protective Equipment

Personal protective equipment must meet accepted standards for performance and materials, i.e, American National Standards Institute (ANSI), National Institute for Occupational Safety and Health (NIOSH). All PPE must fitted to each employee and receive the proper maintenance. All defective PPE must be immediately taken out of service.

## IV. Eye Protection

A. All employees and visitors on jobsites are required to wear safety glasses meeting ANSI Z87-1981 standard.
B. Face and eye protection shall be kept clean and in good repair.
C. Employees whose vision requires the use of corrective lenses and who are required to wear eye protection shall be protected by goggles or spectacles of one of the following types:
   1. Spectacles with ANSI Z87-1981 approved corrective lenses.
   2. Goggles that can be worn over corrective lenses.
   3. Goggles with corrective lenses mounted behind the protective lenses.
D. All safety glasses shall have protective side shields. Side shields may be permanently mounted or of the "slide on" type.
E. Welding and cutting operations
   1. Welder helmets shall be used during arc welding or arc cutting operations, excluding submerged arc welding.
   2. Appropriately shaded spectacles with side shields and cup or cover-type goggles may be used for all gas welding and cutting operations.
   3. Transparent shields and goggles may be used for resistance welding or resistance brazing.
   4. Helmets shall be provided with window lenses and filter cover plates.
   5. Goggles shall be ventilated to prevent fogging of the lenses.
   6. Lenses shall bear a permanent distinctive marking by which the shade may be readily identified.
   7. Helmets and goggles shall be kept clean and in good repair.
   8. Fire extinguishers will be readily accessible during all welding and cutting operations. A minimum of two 20 lb ABC Dry Chemical extinguishers will be located within 50 feet.
   9. Employees in the immediate area where welding is being performed, will be protected from the arc by screening or by appropriate eye protection as outlined in OSHA standards.

## V. Foot Protection

Employees in construction areas are required to wear study safety toed shoes or boots which will provide adequate protection against injury to the feet. Lace-up boots are recommended as they provide added support to the ankles. The wearing of safety-toed footwear on all jobsites by all

personnel, except office employees who do not go into construction or protection areas, is a condition of employment. All safety-toed footwear shall meet ANSI Z-41-1983.

## VI. Protective Headgear

All employees and visitors on jobsites are required to wear protective headgear which meets ANSI Z89-1981. Employees shall wear hardhats issued by Salmons.

## VII. Marine Construction

### A. Work Vests

1. All employees working on barges, floating pipelines, pontoons, rafts, or on structures adjacent to or extending over water, are to wear US Coast Guard approved International Orange personal flotation devices, Type III, Type V, or better.
2. All employees working on skiffs, small boats, or launches are to wear Coast Guard approved international orange personal floatation devices, Type III, Type V, or better.

### B. Ring Buoys

1. Ring buoys are to be Coast Guard approved and have at least 90' of 3/8" solid braided polypropylene or equal attached.
2. Ring buoys are to be readily available and provided at the following locations:
   - At least one on each safety skiff
   - At least one on each motor boat up to 40' and two on motor boats exceeding 40'.
   - At least two on any floating plant or barge up to 100' and two additional ring buoys for each additional 100' increment.
   - At least one for every 200 foot interval along pipeline, walkways, piers, and similar structures adjacent to or extending over water.

### C. Safety Skiffs

1. At least one skiff is to be immediately available where employees are working over or immediately adjacent to water.
2. Employees are to be trained in launching and operating the safety skiff.
3. Skiffs are to be kept ready for immediate launching at all times during work hours.
4. Skiffs are to be equipped as follows:
   a. Four oars, or two oars and a motor
   b. Oarlocks attached to the gunwales
   c. One ball-pointed boat hook
   d. One ring buoy with 90' of 3/8" solid braid polypropylene line attached.
   e. Personal flotation devices equaling the skiff rating for the maximum number of personnel allowed on board.
5. In locations where waters are rough or swift, or where normally operated boats are not practical, a power boat suitable for the water is to be provided and equipped for lifesaving.
6. Required equipment must be on board and meet or exceed US Coast Guard requirements.

### D. Access to Barges

1. Ramps for access of vehicles to or between barges are to be adequate strength, provided with sideboards, maintained and properly secured.
2. Unless employees can step safely to or from the wharf, float, barge, or towboat, a ramp or safe walkway is to be provided.

3. Gangway and ramps are to be a minimum of 16" wide, with two handrails at 42', and a mid rail. The rails may be tensioned wire rope. All ramps, gangways, and access ramps are to be provided with a non-slip surface.

E. Working Surfaces of Barges

1. Decks and other working surfaces are to be maintained in a safe condition.
2. Employees are not to walk along the sides of barges with coamings more than 5 feet high, unless there is a three foot clear walkway, or a grabrail or taut handline is provided.
3. Employees are not to walk over, around, or through deck loads, unless a safe passage is provided.
4. All deck fittings and similar obstructions which present tripping hazards are to be painted yellow.

VIII. Training of PPE

All PPE training shall be documented and kept in the corporate office. This training includes what forms of PPE are available, when PPE shall be worn, and how to properly fit oneself for the selected PPE. Proper fit of PPE is essential in providing the maximum safety barrier for the employee. All employees receive training that discuss the limitations, proper care, proper maintenance, useful life & disposal of PPE. If the work site changes, each employee is re-trained making the earlier training obsolete. Re-training also occurs when the employee shows lack of use, improper use, or insufficient skill or understanding. All training or retraining shall include the employee's name, date of training, and the certification subject.

IV. Hazard & Risk Assessment for PPE's

(a) Before beginning each major definable feature of work, an Activity Hazard Analysis will be prepared by Salmons or an approved subcontractor. The Activity Hazard Analysis will include the name, title, date and signatures of the responsible person charged with determining if hazards are present or are likely present, which necessitate the use of specific PPE's.

(b) The analysis will address the recognized hazards associated with each activity to be performed in that phase, and will present procedures and safeguards to eliminate the hazards or reduce the risk to an acceptable level. The hazard assessment will include recommendations and mandates for use of specific PPE's.

(c) The Activity Hazard Analysis will be reviewed with all concerned parties and constant updates will be made as hazard conditions change.

(d) Each employee and subcontractor is responsible for complying with safety requirements, wearing prescribed personal protection equipment and preventing avoidable accidents and property damage.

(e) The AHA is shared with each employee prior to starting the work. A record of this meeting is signed and dated by all crew members.

## 10. PUBLIC PROTECTION

(a) Appropriate signage designating the construction area (i.e. Keep Out, Watch for Trucks, Hard Hat Area, NO Smoking, High Voltage, etc...) will be used as required to safeguard pedestrians, employees, vehicles, traffic and visitor at the job site.

(b) Caution tape, traffic cones and barricades will be employed as needed to keep unauthorized persons from entering the Construction Area.

(c) Various types of safety posters will be placed on the bulletin board as a reminder that safety is everybody's business, and the Williams-Steiger posters will remain on the bulletin board during the entire job.

## 11. ACTIVITY HAZARD ANALYSIS AND RISK ASSESSMENT

(a) Before starting a new project or before beginning each major Definable Feature of Work (DFOW), an Activity Hazard Analysis will be prepared by Salmons or the applicable subcontractor. The Activity Hazard Analysis will include the name, title, date and signatures of the responsible person charged with determining if hazards are present or are likely present.

(b) The analysis will address the recognized hazards associated with each activity to be performed in that phase, will classify or rank hazards based on severity and will present procedures and safeguards to eliminate the hazards or reduce the risk to an acceptable level.

(c) The Activity Hazard Analysis will be reviewed with all concerned parties and constant updates will be made as hazard conditions change. The Activity Hazard Analysis will be shared with each employee prior to starting a DFOW. A written record of this meeting will be signed and dated by all crew members.

(d) Each employee and subcontractor is actively responsible for identification of hazards, for complying with all safety requirements, wearing prescribed personal protection equipment (PPE's) and preventing avoidable accidents and property damage.

(e) Hazard Identification, Risk Assessment & Risk Mitigation
Hazard Identification - is carried out in order to identify the hazards in the organizational systems and operational environments, and to determine their effects.

A hazard is anything with the potential to cause harm.

A hazard is any condition, event, or circumstance which could induce an accident.

A hazard is any existing or potential condition that can lead to injury, illness, or death to people; damage to or loss of a system, equipment, or property; or damage to the environment.

A hazard is a condition that is a prerequisite to an accident or incident.

Hazard identification is the process used to determine all possible situations, events and circumstances that may expose people to injury, illness, disease or death or may cause damage or loss of equipment and property, or damage to the environment.
Hazard Identification Sources - includes safety occurrence reporting through mandatory and voluntary reporting schemes; internal investigation of safety occurrences; safety occurrence trend analysis; information provided by personnel and from operational perspective and training.

Hazard Identification Methods –
**Reactive hazard identification methods** - hazards are recognized through trend monitoring and investigation of safety occurrences. Incidents and accidents are clear indicators of systems' deficiencies and should be therefore investigated to determine the hazards that played a role in that event.

**Proactive hazard identification methods** - hazards are identified analyzing systems' performance and functions for intrinsic threats and potential failures. The most commonly applied proactive methods are the safety surveys, operational safety audits, safety monitoring and safety assessments. Both reactive and proactive methods provide an effective means of hazard identification. Incident investigation is one of the largest contributors in identifying hazards. In successful safety

management systems, the proactive approach for hazard identification is utilized extensively, so the hazard is recognized and addressed before it could turn into an occurrence.

The hazard severity and its likelihood of occurrence are used to assess the risk that a hazard can pose to operations and eventually to human life. A structured approach to the identification of hazards ensures that, to the extent possible, all potential hazards are identified and assessed. The assessment of hazards should take into consideration all possible outcomes - from the least likely to the most likely. Hazard identification determines to a great extent the effectiveness of an organization's risk management process, as it provides the input for both Risk Assessment and Risk Mitigation.

Risk Assessment - the probability of occurrence and the severity of the hazard effects are analyzed and assessed, the magnitude of the risk and its acceptability are determined.

Risk Mitigation - is to identify measures which when implemented will minimize the risk or even remove it from the system. When a risk has been found to be unacceptable, control measures will be introduced. The level of risk can be lowered by: reducing the severity of potential consequences; reducing the probability of occurrence harmful effects
and reducing the exposure to that risk. The optimum solution may vary depending on the operational environment, local circumstances and urgency of the situation.

Mitigation Strategies - an organization should identify the most appropriate strategy (or strategies) to control the risks associated with the services provided. Examples of such strategies are:
Exposure avoidance - risky task, practice, operation or activity is avoided if the associated risk is determined to exceed the benefits.
Loss reduction - measures are taken to reduce the frequency of occurrence of unsafe (unwanted) events or the severity of their effects (consequences).
Control of exposure - by separation or duplication, action is taken to isolate the risks or to ensure redundancy to protect against the risks.

Establishing effective risk mitigation strategies and measures is a challenging task. Experience and knowledge of the particular operational environment is often not
sufficient to select the best possible solution. Open mind, creativity and ability to think "outside the box" are needed to overcome the rigid mindsets and biases of those who are closest to the problem. Not all risks are manageable to the extent that they are no longer a factor. Generally, risks have to be managed to a level known as "as low as reasonably
practicable" or ALARP. This means that the risk must be balanced against the time, cost and difficulty of taking measures to reduce or eliminate the risk.

Risk Mitigation Measures - risk mitigation measures are introduced with the objective to: eliminate the risk; or mitigate the risk, if elimination is not feasible; and or cope with it, if neither elimination nor mitigation is feasible. The identification of appropriate risk mitigation measures requires a good understanding of the hazard and the factors contributing to its occurrence, since any mechanism that will be effective in reducing risk will have to modify one or more of these factors. Risk mitigation measures may work by reducing the probability of occurrence, or the severity of the consequences, or both. Achieving the desired level of risk reduction may require the implementation of more than one mitigation measure.

The possible approaches to risk mitigation include:
Revision of the system design (before system implementation); modification of operational procedures; changes to staffing arrangements; and training of personnel to deal with the hazard. The expected safety improvement potential of any proposed risk mitigation measure must be assessed by examining closely whether the implementation of the mitigation measure might introduce new risk in the system. This is done by applying the hazard identification and risk assessment steps and evaluating the acceptability of the risk with the proposed mitigation measures in place. Furthermore, safety performance monitoring should be used to evaluate the effect from the implementation of the

risk mitigation measures. It is important to verify that the mitigation measures are working as intended.

(f) Employees will receive periodic training during daily, weekly and monthly "Tool Box" safety meetings in methods helpful in identification of hazards and in procedures critical in making certain that identified hazards have been assessed, addresses and mitigated.

(g) Site-specific DFOW are identified in Article 2 of this document.

## 12. HAZARDOUS MATERIALS PROGRAM

(a) The job site supervisor is designated the "key person" to direct the Hazardous Materials Program on the job site.

(b) Employees will be provided training as required, will have their training updated when needed and will be made fully aware of the proper routine and emergency procedures, for working with "Hazardous Materials" on the job site.

(c) Material Safety Data Sheets (MSDS) pertinent to this project, will be kept on-hand and will be made available to all employees at all times.

(d) MSDS will be stored in three ring binders located on the floating crane platform as applicable.

## 13. LOCKOUT / TAGOUT

(a) Whenever service or maintenance on a system where the unexpected energizing, start up or release of stored energy could occur and cause injury or damage, the system shall be isolated in accordance with the requirements of EM 385-1-1, Section 12.

(b) Training shall be provided to all authorized employees to ensure that said employees recognize workplace energy sources and the method and means to isolate and control said sources.

(c) Lockout and tagout shall be performed only by authorized employees.

(d) All employees effected by lockout and tagout shall be notified, before and upon completion of, the application and removal of lockout or tagout devices.

(e) Sources of energy that can be isolated by locking devices shall be so controlled.

(f) Sources of energy that are not capable of being isolated by locking devices will be tagged out and de-energized at the point where a locking device would have been installed, or at the point of origin of said energy, and boldly labeled ***"Warning – Do Not Operate", May Cause Injury or Death.***

(g) Lockout and tagout devices can only be removed with full authorization of the authorized employee and shall never be ignored or defeated.

## 14. FIRE PROTECTION AND PREVENTION

(a) Local, State and Federal Fire regulations will be complied with at all times.

(b) Fire prevention and protection measures will be followed throughout all phases of a project. A Fire Watch will be trained and will be utilized during "Hot Work" activities.

(c) A "Hot Work Permit" will be secured prior to the start of any hot work operation.

(d) Suitable fire-fighting equipment will be readily available and conspicuously located at all times. Monthly inspections will be performed on all fire fighting equipment.

(e) A fire extinguisher rated not less than 20BC will be provided within 50 feet of wherever more than five gallons of flammable or combustible liquids or five pounds of flammable gas are being used on the job site.

(f) "No Smoking" signs will be placed in conspicuous locations and smoking will be only authorized in designated areas.

## 15. SANITATION

(a.) Covered water coolers with spigots and disposable paper cups will be available on the job site to all employees. Water coolers will be cleaned and refilled on a daily basis. Cups will be disposed of in appropriate containers.

(b) Any outlet dispensing "non potable water" will be conspicuously posted as "Water Unfit for Drinking".

(c) Chemical toilets will be provided on the job site as outlined in the OSHA Standards, (one toilet with urinal per twenty employees).

(d) Chemical toilets will be cleaned and emptied once a week, or as often as may be required by use.

(e) New or un-sterilized water systems will be marked as "Unfit to Drink".

## 16. HOUSEKEEPING AND STORAGE OF MATERIALS

(a) All scrap material and debris will be kept in neat piles until disposal or removal from the job site.

(b) All scrap, waste material, debris and or rubbish, will be disposed of in accordance with Federal, State and Local Laws.

(c) The working area and general premises will be kept in an orderly condition.

(d) All materials will be protected from the weather as necessary and will be stored safely in designated areas, so as to prevent sliding, falling or collapse.

(e) Waste material, scrap, or rubbish will not be thrown from upper levels to the ground.

(f) Tools, materials, and equipment subject to displacement or falling will be adequately secured.

(g) Access roads will be kept free of debris at all times.

## 17. EQUIPMENT SAFETY INSPECTIONS

(a) All equipment will be inspected on both a daily & monthly basis, and items considered to be unsafe will be brought to the attention of the job site supervisor immediately.

(b) Items considered unsafe will be immediately tagged out or removed from the job site until it is restored to a safe operating condition (i.e. crane booms, cable, hooks, slings, etc.).

(c) Completed daily and monthly equipment inspection checklists will be retained on the rig barge(s) for the duration of the project.

(d) Fire extinguishers that are part of the equipment will also be checked monthly (NFPA loa, 1970) to insure that a proper charge is maintained.

## 18. CONSTRUCTION EQUIPMENT

(a) All equipment will be thoroughly inspected and tested, as applicable, before being transferring to the project, to see that safety requirements are fully met.

(b) No safeguards such a guarding, backup alarms, etc… will be removed. No equipment will be used for any purpose other that what it was designed for.

(c) No employee will operate any machinery that he or she is not qualified to operate, unless he or she is under the direct supervision of a qualified operator.

(d) All equipment shall meet Federal and State Occupational Safety and Health Administration standards.

(e) Rollover protection, seatbelts and audible warning devices will be installed as required on all applicable equipment.

(f) The lifting capacity and operating speed of all equipment will be as designated by the manufacturer. Lifting charts will be conspicuously posted as required and will never be exceeded.

(g) No one will stand or walk under a suspended load and riding a load is prohibited.

(h) Tag lines will be used to control loads that have a tendency to swing.

(i) Lasers shall be located and targeted at levels above or below the typical line of workers sight. Eye protection shall be used when workers are exposed to sources greater that five milliwatts. Standard warning placards will be posted in areas where lasers are used.

## 19. OIL SPILLS

(a) Sorbent pads and booms will be kept onboard Salmons Floating Crane Rig at all times. Any spillage will be immediately cleared by experienced and trained personnel. Disposal will be in accordance with all local, state and federal regulations.

## 20. MOTOR VEHICLES

(a) All vehicles will be safety inspected as required by the state in which the vehicle is registered, and will comply with current regulations regarding safety inspection and registration. Vehicles will be maintained in a safe working order at all times.

(b) All vehicles will be parked in a properly designated area and will be properly secured when the vehicle is left unattended.

(c) Only authorized employees will be allowed to operate company motor vehicles.

(d) Authorized employees must have in their possession a valid and current operator's license which specifically allows for legal operation of the type of motor vehicle that the employee will operate.

(e) Authorized operators are forbidden to operate a company motor vehicle while under the influence of alcohol, illegal drugs or certain medications.

(f) All persons in company vehicles will wear seat belts at all times

(g) No persons will ride in the back of any vehicle at any time.

(h) Company motor vehicles will be of the correct size/type and be designed for their intended use. Payloads will be properly secured at all times to prevent shifting. Loading will be in compliance with the manufacturer's recommendations and the legal limits imposed by local, state and federal regulators.

(i) Only safe driving behaviors will be tolerated. Authorized operators will obey all posted speed limits, traffic signage and directions by law enforcement and emergency personnel. Employees should refrain from distractions that may increase the opportunity for accidents such as inappropriate cell phone usage, manipulation of radio or navigation devices, use of laptops or computing devices, use of photo or video devices, excessive talking, eating while driving, etc…

(j) Authorized operators of company motor vehicles will report all traffic violations and accidents, no matter how minor/slight, to their immediate supervisor at first opportunity.

## 21. SCAFFOLDS AND LADDERS

(a) Ladders and stairways shall be employed when there is a break in elevation of 9 inches.

(b) All ladders will be of the approved type and will be equipped with shoes and/or tied off at the top and bottom when in use.

(c) All scaffolds will be equipped with hand rails and toe boards as outlined in OSHA standards and will be inspected on a daily basis to insure safe usage.

(d) Employees will not be allowed to work or walk under erected scaffolding unless adequate overhead protection is provided.

(e) All ladders must be capable of supporting the loads that are imposed upon them and be used for the intended purpose.

(f) Ladder rungs, cleats, and steps shall be parallel, level, and uniformly spaced. Ladders must meet OSHA / ANSI standards.

(g) A visual inspection of each ladder must be conducted prior to use. If deficiencies are found, the ladder must be tagged out of service and this information must be reported to the Supervisor.

(h) Portable ladder rungs shall not be spaced less than 10 inches apart and not more than 14 inches apart.

(i) Portable ladders: side rail minimum clearance is 11.5 inches.

(j) Ladders are to be erected on stable / level surfaces. The last two rungs of the ladder are not to be stood on. Do not carry supplies when climbing a ladder. Three points of contact should always be in place when climbing a ladder.

(k) Always extend a ladder 3 feet beyond the landing surface. Extension ladders are to be erected with a 4:1 ratio.

(l) Painting of wood ladders is prohibited.

(m) Ladder components should remain smooth as to prevent lacerations or snagging of clothing.

## 22. FALL PROTECTION

(a) All employees will be provided with fall protection training. Training will include the correct care and use of the fall protection equipment, including operating characteristics, application limits, routine inspection and the consequences of improper use.

(b) Since the most likely hazard on this project is falls from the pier into the water, all employees will be issued and be required to wear a personal floatation device (Life Jacket) while working on or near the water.

(c) Life rings will be located on the barge or pier as applicable.

(d) A safety boat will be available at the site as required.

(e) In accordance with EM 385-1-1, standard height guardrails (42") and or personal fall protection devices will be utilized as required.

(f) It is thought that a fall from the edge of the pier into the water while wearing an approved personal floatation device (Life Jacket) when the height of the fall is 6' or even slightly more, is greatly preferred to an arrested fall in which the personnel will most likely be subjected to heavy contact with concrete or marine growth (oyster shells) in which the person could receive severe cuts and abrasions. Under the allowance of 29 CFR 1926.501 b (2) Note: whereby an employer can assess the hazards and determine that using one of the following systems creates a greater hazard, the employer can establish that it is appropriate to implement a alternate fall protection system (allowing the employee to enter the water wearing approved personal floatation device; Life Jacket) in lieu of an arresting fall protection device.

(g) Personal fall protection devices will be full-body safety harnesses with back mounted D rings equipped with 6' shock absorbing lanyards and locking snap-hooks. Self retracting lanyards such as SafeWaze MS-11 with self locking carabineer (stops within 3 inches) may be used if working directly over barge or other hard surfaces that do not allow for a 6' free fall plus deceleration distance (total arresting distance, 9.5 feet). Tie-offs to a single anchor point or a horizontal lifeline system will be designed at 5000 lbs per person. Removable/reusable anchor points such as "SafeClaw 4015" may be utilized during the work. The maximum combined weight on a standard safety harness system will be limited to 310 lbs. A personal fall arrest system shall arrest the user's fall with a maximum arresting force of 1800 lbs. while limiting the free fall to six feet or less.

(h) Horizontal lifeline systems will be designed by a competent, qualified person. The system will utilize wire rope that includes a safety factor of 5:1 on the wire rope breaking strength and a safety factor of 2 on the entire system. Wire rope will be sized to accommodate the number of persons using the system. The system will be designed to support 5000 lbs. per person plus the required strength of each anchor point. Anchor points will be certified and recertified as required by a competent structural engineer. Tension will be maintained with a minimum of deflection.

(i) A thorough inspection of all fall protection equipment will be performed by a competent person prior to being placed into service. Any component found to have significant wear, cuts, tears, cracks, abrasions, alterations or any component found to be damaged by contact with corrosives, lubricants, acids of other chemicals, will be immediately removed from service, tagged unusable and or destroyed. The inspection will include all components of the equipment including labels,

buckles, webbing, rings, snap hooks, stitching, grommets, wire rope, clips, etc... A record of all such inspections will be documented in an Inspection and Maintenance Log. Inspection of all fall protection equipment is required prior to each use by a trained user and at least once a year by a competent person.

(j) In the event of an arrested fall, rescue assistance can be obtained by any of the following:

a. Self rescue.
b. Manually by other nearby employees.
c. By safety boat if subject is in the water.
d. By crane with man basket if within reach.
e. by forklift with access scaffold basket.
f. By other outside safety sources such as fire and rescue, police, etc...

First aid will be rendered if required. First aid kits are located on all crane barges as well as at the project field office. Emergency phone numbers are posted on the project bulletin board along with a map to area hospital and doctors office. Similar information has been included in the project Safety and Accident Prevention Plan, located at the project field office.
All equipment involved in the fall must be immediately removed from service, tagged unusable and held for proper disposal.

## 23. ELECTRICITY AND WIRING

(a) All temporary wiring will be in accordance with Local, State and National Electric Codes. Wiring will be properly sized and be installed by qualified personnel.

(b) All extension cords will be of the three-(3) wire polarity type.

(c) All tools will be inspected, tested and determined to be in a safe operating condition prior to their use.

(d) All electric tools will be properly grounded at all times when in use.

(e) All self-insulating tools will have UL labels.

(f) All tools will be maintained in a safe condition, be promptly repaired when needed or be removed from the job site when defects are detected.

(g) Power tools will not be returned to a storage shed and or toolbox with known defects. Tools will be properly identified and labeled as needing repair.

## 24. WELDING, CUTTING, HOT WORK

Welding and burning operations have a high potential for personal injury and fire. By following these guidelines for safe operations, personal injury and fire losses may be avoided.

The primary hazards associated with welding and burning operations are:

- Electric Shock
- Burns
- Radiant Energy
- Exposure to toxic fumes
- Fire
- Explosion

(a) General

1. All employees involved in welding and burning operations shall be trained prior to beginning these operations. These employees must be properly instructed and qualified to operate welding and burning equipment.
2. Special precautions must be taken to ensure proper ventilation when burning or welding.
3. When burning or welding on coated surfaces, special precautions need to be taken. The coating must be removed four (4) inches in every direction around the weld area.
4. When burning or welding, employees are to wear personal protective equipment. This may include gloves, safety boots, leathers, hard hats and eye protection.
5. Before starting to burn or weld, the work area is to be inspected to ensure that sparks or molten metal will not contact flammable or combustible materials.
6. Fire extinguishing equipment will be provided in each work area where hot work is being performed.
7. Burning and welding equipment will be visually inspected before each use and maintained in safe operation condition.
8. Employees must never weld or burn on barrels, tanks, piping, or other systems that may have contained either combustible or unknown products, without first obtaining clearance from their supervisor.
9. Hoses shall be disconnected from the manifold and stored properly after each shift. Do not store in areas where gases may accumulate.
10. Flash back arrestors shall be installed on all oxygen, acetylene rigs, preferably at the valve, not at the torch. Some torches may have this feature built into the torch.
11. Safety is paramount. If welding and cutting operations cannot be conducted safely, then the work shall not be performed.
12. First Aid equipment shall be available at all times.
13. Equipment defects or safety hazards shall be reported immediately and taken out of use until properly repaired by qualified personnel.
14. Workman assigned to operate welding and burning equipment must be familiar with OSHA 1910.254 and 1910.252 (a), (b), & (c).

(b) Electrical Shock

Electrical shock has long been an occupational risk for welders, and has been assumed to be an acceptable nuisance rather that a hazard. Although shock for welder secondary circuits is "low voltage" and often causes only a mild reaction from the worker, the shock can be fatal under certain conditions.

The welding machines utilized on industrial construction projects have sufficient voltage in both their primary circuits (electrical supply cables) and their secondary circuit (welding leads) to deliver a lethal shock. Electrical shock causes harm in many ways including:

- Reaction to a mild shock causing fall or injury form reflexive action
- Mild shock aggravating an existing heart or other medical condition
- Shock severe enough to cause muscle seizure or even heart fibrillation resulting in death.

The purpose of this section is to make the case that electrical shock to the workforce and to welders is preventable at all levels through training, use of appropriate safe work practices, use of appropriate personal protective equipment, and proper maintenance of equipment, including safety grounding.

1. Grounding of Tools and Equipment

   a. All cord and plug connected tools, fans, lighting systems, extension cords, etc., are to be tested, labeled, and inspected per assured grounding program
   b. Ground-Fault Circuit Interrupter (GFCI) protection is to be used for extension cords and for tools and equipment fed from 120-volt receptacles. An exception to GFCI

protection requirement may be made for receptacles used to supply equipment that would create a greater hazard that electrical shock if the power were to be interrupted.

2. Grounding of Welding Machines

   a. Electrically Powered Welding Machines

      (i) Electrically powered welding machines are considered to be portable electrical equipment and are to be grounded through the equipment grounding conductor within the electric supply cord.

      (ii) The electrical supply cord to a single portable welder, or to a "pack" of welders wired from a single electrical box mounted on the rack, is to be inspected and tested for continuity of ground conductor per assured grounding program.

      (iii) The equipment grounding conductor in the electrical supply cord(s) is bonded to the non-current carrying metallic parts of the welders and the rack. This provides both shock protection for personnel and a path for fault current to flow back to the circuit source and to operate circuit breakers or fuses.

      (iv) Making an additional connection to a driven ground rod at the welder location will not provide additional protection to workers or to the welding equipment and is not required.

   b. Engine Driven Welding Machines

      (i) Engine driven welding machines are considered to be portable generators and a ground connection from the welder frame to a driven grounding electrode (rod) is not required. Making a connection to a driven ground rod at the welder location will not provide additional protection to workers or to the welding equipment.

      (ii) In portable generators serving only equipment mounted on the generator, and/or cord and plug connected equipment through receptacles mounted on the generator frame, the generator frame is the return point to the electrical source of the generator windings. When the ground terminals of generator mounted receptacles are bonded to the generator from there is a shock protection for personnel using plugged in equipment and a return path for fault current.

3. Shock From Welding Machine Secondary Circuits

   When performing welding operations there is potential for electrical shock any time there is simultaneous contact with the work piece and with the energized electrode. This shock can be prevented by use of safe work practices, correct welding techniques, and use of personal protective equipment (PPE).

   a. Factors affecting risk and severity of electric shock in secondary circuits:

      (i) Moisture from perspiration, weather, or other source.

      (ii) Level of insulation between the welder, the electrode, and the work piece.

      (iii) Worker position and path of current flow. Current passing across the heart is very dangerous.

   b. Safe Work Practices for Shock Protection

      (i) Always include risk of electric shock in task planning and hazard assessment. Identify measures to minimize the risk of electric shock.

      (ii) Wear dry welding gloves in good condition (no holes or rips) while welding or when handling electrodes.

      (iii) Remove electrodes when not welding. Collect stub ends per project procedures.

      (iv) Utilize dry leather cushions, apparel, or heat resistant blankets to provide both electrical and thermal insulation from the work piece.

      (v) Perspiration is an excellent conductor, and can greatly increase the severity of electric shock. Hot weather, humidity, and confined spaces contribute to perspiration. Clothing, including gloves, must be changed when wet.

(vi) Any environment where the welder cannot keep dry must be considered to prevent a severe hazard of electric shock.

(vii) Inspect welding machine and leads prior to use. Ensure insulation is not damaged and energized parts are not exposed.

(viii) Inspect electrode holders for cracked or broken insulation. Discard or repair damaged insulation.

(ix) Tape together connectors of welding leads to avoid separation of leads while pulling or handling.

4. Shock Protection From Primary Circuits

a. Disconnect power supply to welding machine before performing maintenance or opening / removal of covers or guards.

(i) Know the location of the circuit-disconnecting device for your welding machine.

(a) In multi-pack welders it will be a circuit breaker or switch located in a panel on the pack frame.

(b) For individually powered welding machines it will be a disconnecting switch and receptacle into which the welding machine supply cable is plugged.

- Never try to remove the plug from a welding receptacle while the receptacle is energized. Always open the disconnect switch before attempting to unplug the welding machine.
- Some welding receptacles are designed with an internal disconnect switch which opens when the plug is pushed and twisted in the receptacle.

(ii) Know the location of the power supply terminals within your welding machine and treat them as energized at any time electrical supply circuit conductors are connected to the machine.

(a) Electrical Safety Policy prohibits work on or near exposed energized parts except by qualified persons working under an energized equipment work permit issued for that task.

(c) Welding

1. When involved in any welding operation, employees must wear approved hard hats with welding hood and eye protection. The use of soft hoods for specific operations must be approved prior to use.
2. When exposed to flying objects, such as when chipping slag, or other weld-cleaning activity, employees must wear approved eye protection.
3. When arc-welding near other workers, all workers are to be warned of the arc rays.
4. Special precautions shall be taken during TIG welding operations to ensure that inert gases do not collect in adjacent low-lying areas or confined spaces.

(d) Burning and Cutting

1. Do not use matches or lighters to ignite torches. Spark igniters must be used. Torches shall not be used to light smoking materials.
2. When a wrench is required to operate the acetylene cylinder valve, the wrench shall be kept in position on the valve while the cylinder is in use. Use only appropriate tools to open and close cylinder valves to prevent damage.

3. Do not use oxygen to blow off clothes or clean welds: serious skin burns or death may result.
4. Air arcing may require hearing protection.
5. Turn off all valves and gauges when not in use, and disconnect hoses at the end of each shift.

(e) Environmental Monitoring

When performing inert gas welding in confined spaces, portable and/or fixed oxygen analyzers are to be provided. Continuous oxygen monitoring devices may be required in areas designated by the Site Manager.

(f) Ventilation and Protection

1. Welding, burning, and heating performed in confined spaces may require general mechanical or local exhaust ventilation to reduce the concentrations of smoke and fumes to acceptable levels.
2. If adequate ventilation cannot be provided, employees will be provided with, and required to use, respiratory protection appropriate for the type of work and exposure.
3. Approved respiratory protections must be worn welding, cutting, or heating metals having toxic significance, such as zinc, lead, cadmium, or chromium-bearing metals.
4. Oxygen must never be used for ventilation.

(g) Welding Procedures and Permits

The purpose of this procedure is to control ignition sources during construction and to minimize fire hazards.

1. The Supervisor assigning the job is responsible for ensuring that the welder has adequate equipment and training before the work begins, as well as supervision during the job.
2. The Site Manager and Supervisor are responsible for reviewing the job to outline precautions to be taken during the welding operations.
3. All welding operations in an operating area of a plant will be accomplished by a minimum of two people (a welder and another person as fire watch who shall watch for sparks, hot metal particles, etc.) while the welding is in progress. At the site of welding operations there will be a fire extinguisher suitable for the local hazards and a fire permit authoring the welding in the particular area.
4. A thorough check of the welding area shall be made at the end of the welding operation to ensure that no fires have been started (maintain watch ½ hour after welding and burning operations cease). All movable fire hazards shall be removed prior to beginning the work. Erect guards to confine heat, sparks and slag to protect the immovable fire hazards.
5. If required by the client, a Hot Work Permit will be completed and signed as required. The Site Manager will keep copies of these permits on file. All permits shall be requested at least one day prior to the work to be performed.
6. Any employee assigned to be a fire watch person shall be trained in the use of fire extinguishing equipment. This training includes the proper use and care of ABC hand held fire extinguishing equipment only.
7. Five conditions that require a fire watch:
   (a) Locations where other than a minor fire might develop.
   (b) Combustible materials closer than 35 feet to point of operation.
   (c) Combustibles that are 35 feet or more away but are easily ignited.
   (d) Wall or floor openings within 35 feet radius expose combustible materials.
   (e) Combustible materials are adjacent to the opposite side of metal partitions, ceilings, or roofs.

(h) Storage and Handling of Cylinders

1. General Procedure

Employees whose work involves the use of compressed gas cylinders are to be trained in the safe method of their handling, storage and use. This subject is to be covered at the new hire orientation.

2. Storage Requirements

a. All compressed gas cylinders shall be clearly marked at to their contents.
b. Cylinders shall be visually inspected before they are transported or placed into service.
c. Cylinder shall be kept away from all heat sources
d. Cylinders shall be stored in a well ventilated, well protected, dry location at least 20' from highly combustible materials such as oil or excelsior. Cylinders should be stored in assigned places away from elevators, stairs or gangways. Assigned storage spaces shall be clearly marked and shall be located where cylinders will not be knocked over or damaged by passing or falling objects or subject to tampering by unauthorized persons.
e. Empty cylinders shall have their valves closed and caps secured.
f. Empty cylinders shall be stored separate from fully charged cylinders. Storage areas will be clearly marked "Full" or "Empty".
g. Valve protection caps, where the cylinder is designed to accept a cap, shall always be in place and hand tight.
h. Protection from solar radiant heat shall be provided where cylinders are directly exposed to sunlight.
i. Compressed gas cylinders are to be secured in an upright position at all times. Cylinders must be transported in an upright position secured in a cylinder cart or on a hand truck.
j. A fire extinguisher of appropriate rated capacity and type shall be no closer than 25' but not farther than 50' from storage areas.
k. If storage area is at dock height, appropriate guard railing and safe access shall be provided.
l. When cylinders are raised and lowered to another elevation by cranes, cherry pickers, etc., a rack must be used; using a wire rope choker directly around the cylinder is not acceptable.
m. Employees are not to use oily rags, WD-40, or other oil-based products to lubricate caps, valves, or gauges. If a protective cap cannot be removed, the cylinder shall be marked as "defective" and shall be returned to the vendor.
n. Oxygen and acetylene cylinders are to be stored with their valve ends up.
o. If a leak is detected, remove the cylinder to a safe location and notify your supervisor. Do not attempt to repair the leak. The cylinder should be returned to the vendor tagged "defective".
p. Cylinders that are no longer needed should be tagged for "Pick-up" and be returned to the vendor as soon as possible.

3. Fuel Gas Cylinder Requirements

a. Warning signs shall be conspicuously placed and shall read "Danger – No Smoking, Matches or Open Lights or Flames," or other equivalent wording.
b. Inside a building, cylinders, except those in actual use or attached for use, shall be limited to a total gas capacity of 2,000 cubic feet or 300 pounds of liquefied petroleum gas. (Follow fire protection guidelines for LPG storage and precautions).

4. Oxygen Storage

a. Oxygen cylinders in storage shall be separated from fuel or gas cylinders or combustible materials (especially oil and grease) a minimum of 20' or by a noncombustible barrier at least five feet high having a fire-resistance rating of at least one-half (1/2) hour.

b. Warning signs shall be conspicuously placed and shall read "D anger – No Smoking, Matches or Open Lights or Flames," or other equivalent wording.

5. Protection of Cylinders in Work Areas

a. Covers shall be attached to the cylinder cart that protects the valves and gauges from falling materials.
b. Cylinders may be secured to columns and overhead protection attached to the column.

6. Use of Gas Regulators and Torches

a. Always use a pressure reducing regulator approved for the gas being used. Delivery of gas from cylinders shall be through a gas regulator labeled for use with that particular gas.
b. Visually inspect gas pressure regulators, pressure gauges, torches, hoses and connections for visible signs of damage or leaks. If damage is noted, tag "out-of-service" until repaired by authorized repair facility.
c. Make certain the threads on regulators or other auxiliary equipment are the same as those on the cylinder valve outlet. Connections shall not be forced to fit.
d. Make sure the pressure diaphragm is working properly on gas regulators and pressure can be adjusted to desired limits.
e. Pressure gauges must be in working order without cracks or obvious signs of damage. Use of gauge protectors is required.
f. Flash arresting backflow check valves must be utilized at either the torch connection or at the gas regulator connection.
g. Torches shall be in good repair with properly working valves and properly fitting cutting tips. If a torch valve shows signs of leakage, immediately tag the torch "out-of-service" until properly repaired by an authorized repair facility.

## 25. HAND & POWER TOOLS

Hand and power tools are very useful in the construction industry designed to make our work easier. Only through proper training and proper use can an employee gain the full potential of the tool's capabilities.

General

1. All hand and power tools shall be maintained in a safe operating condition. All defective equipment shall be taken out of service (tagged and locked out) immediately and the supervisor shall be notified.
2. Before using hand tools and power tools, the proper PPE must be selected and be worn by the employee to prevent the hazards of: falling, flying, abrasive, and splashing objects. Proper PPE must be used to prevent inhalation of dusts, fumes, or vapors. A pre-job hazardous analysis shall identify the proper PPE that shall be used.
3. All power tools that are designed to accommodate guards shall be used at all times. Guards shall meet the requirements as set forth in the American National Standards Institute (ANSI).
4. Hand tools including pipe wrenches, adjustable wrenches, and socket wrenches shall be not used if the jaws of the wrench are worn causing slippage.

## 26. EMERGENCY ACTION PLAN GUIDE

Salmons Emergency Action Plan considers actions planned or required as a result of potential natural or man-made emergencies that could disrupt the workplace. Common sources of

emergencies could include; fires, explosions, floods, tornados, tropical depressions/storms, hurricanes, toxic material releases, fuel or oil spills, marine vessel sinking, man over-board, injury or illness, workplace violence, etc… Please note that emergencies can be both internal and external in nature.

1. Emergency Action Plans are considered site specific and must be customized for each work location.

   a. When working at Salmons Terminal, the "Salmons Terminal Emergency Action Plan" will be followed.

   b. When working at government installations, industrial plants, private marine/oil terminals such as Hess Corporation, Kinder Morgan or BP Amoco, the Owner's Emergency Action Plan will be ***Primary*** and Salmons Emergency Action Plan ***Secondary***, as related to emergency notifications, evacuation procedures, rescue procedures, evacuation routes, assembly areas, incident reporting and media notifications are concerned.

2. Typical Emergencies – Reporting and Response

   a. Emergencies/impacts that occur suddenly and with little or no warning such as; fire, tornados, earthquakes, toxic material releases, fuel or oil spills, marine vessel sinking, man over-board, entrapment, medical injury/illness, etc… require immediate reporting and reactionary response by all internal available trained employees and in most cases, response by external trained emergency response teams including; Police, Fire/Rescue, HazMat, EMS, ER/Hospital, Company Physician, USGC, Spill Response, etc… Internal alarms will be sounded by direct connect radio and cell phones (Nextel/Sprint) and external alarms will be sounded by dialing 911 or the appropriate emergency numbers listed below.

   b. Emergencies/impacts that occur with or after advance warnings such as tropical weather depressions, storms, hurricanes, significant rain events, flooding, etc…can be greatly mitigated by coordinating with both internal trained employees and external information sources; Local/National News & Weather Media, Police, Fire/Rescue, ER/Hospital, USCG, NOAA, County or City Emergency Operations Center, Maritime Authorities, etc… Internal coordination and response by direct connect radio and cell phones (Nextel/Sprint) and external coordination by the appropriate emergency numbers and websites listed below:

SALMONS DREDGING CORPORATION
"INTERNAL EMERGENCY LIST"

| ***Contact*** | ***Direct Connect*** |
|---|---|
| President | 843-200-6882 |
| VP/Operations | 843-200-6883 |
| Engineering/Project Management | 843-514-0257 |
| Project Management/Sales/Safety/ | 843-296-8116 |
| Diving Supervisor | 843-514-4783 |
| Supt (FW) | 843-514-8670 |
| Foreman (JG) | 843-200-1544 |
| Supt (HC) | 843-514-4803 |
| Foreman (SW) | 843-296-0131 |
| Crane Op (WC) | 843-297-1103 |
| Dive Lead (DN) | 843-514-7809 |

SALMONS DREDGING CORPORATION
"EXTERNAL EMERGENCY CONTACT LIST"

***State & Local Emergency Contacts***

Charleston City Police Department . . . . . 843-577-7074
Charleston Fire Department . . . . . 843-745-5573

North Charleston City Police Department ..... 843-740-2800
North Charleston Fire Department ..... 843-745-1015
Highway Patrol (www.schp.org) ..... 803-896-7920
Highway Patrol Emergency Only (South Carolina only) ..... 800-768-1501
South Carolina Official Website ..... http://sc.gov
South Carolina Division of Emergency Management (www.scemd.org) ... 803-737-8500
Department of Transportation (www.dot.state.sc.us) ..... 803-737-2314
South Carolina Road Conditions ..... www.dot.state.sc.us/getting/roadcondition.shtml
Governor's Office (www.governor.sc.gov/Pages/index.aspx) ..... 803-734-2100
Attorney General (www.scattorneygeneral.org) ..... 803-734-3970
Department of Employment and Workforce (www.sces.org) ..... 803-737-3071
Department of Health and Environmental Control (www.scdhec.gov) .... 803-898-3432
Chemical Emergency (SCDHEC) ..... 888-481-0125
National Weather Service Forecast Office (Charleston, SC Office) .....
(www.erh.noaa.gov/chs/) 843-744-0303
National Weather Service Forecast Office (Columbia, SC Office .....
(www.erh.noaa.gov/er/cae/) 803-822-8135
SCE&G (www.sceg.com).... Power Outage 1-888-333-4465, Gas Leak 1-800-815-0083
US Coast Guard, Charleston, SC ..... 843-724-7616

***National Emergency Contacts***

American Red Cross 1-866-438-4636 ..... www.redcross.org
Centers for Disease Control ..... www.cdc.gov
Environmental Protection Agency ..... www.epa.gov
Federal Emergency Management Agency (FEMA) ..... 1-800-621-FEMA (3362)
National Oceanic and Atmospheric Administration (NOAA) ..... www.noaa.gov
National Weather Service ..... www.nws.noaa.gov
National Data Buoy Center ..... www.ndbc.noaa.gov
National Hurricane Center ..... www.nhc.noaa.gov
National Oceanographic Data Center ..... www.nodc.noaa.gov
National Coastal Data Development Center ..... www.ncddc.noaa.gov
NOAA Coastal Services Center ..... www.csc.noaa.gov
National Environmental Satellite, Data, and Information Service (NESDIS)
..... www.nhc.noaa.gov/satellite.shtml
US Department of Homeland Security ..... www.dhs.gov/index.shtm
US Coast Guard, 7th District (www.uscg.mil/D7/) ..... 1-800-874-7561

3. Employee training will be held at the time a new plan is developed or when new employees are hired. The Salmons Terminal Emergency Action Plan will be reviewed with all new employees.

a. Additional training or re-training will be conducted during the first "Tool Box" safety meeting held at a new work site location or when modifications or changes are made that have a direct impact on the effectiveness of an existing plan. Practice drills will be held on an annual basis and anytime significant changes are made to any plan.

b. Since Salmons has more than 10 employees, copies of Emergency Action Plans will be made available in written format for all employees to review.

(i) The Salmons Terminal Emergency Action Plan will be housed in a three ring binder located in the copy room at Salmons Terminal Office.

(ii) Site specific Emergency Action Plans will be housed in a three ring binder located on each project site. See site supervisor for actual location.

c. General training will include:

(i) Individual roles and responsibilities
(ii) Threats, hazards and protective actions
(iii) Notification, warning and communication procedures
(iv) Emergency response procedures
(v) Evacuation and accountability procedures

(vi) Location and use of typical emergency equipment
(vii) Emergency shutdown and startup

4. Emergency Notification, Evacuation, Assembly – Employees will be immediately notified by Direct Contact and Cell Phone (Nextel /Sprint) of any unfolding emergency situation by Salmons Management/Staff. This could include Salmons President, Operations Manager, Engineer/Estimator, Project Manager, Director of Sales, Director of Diving, Office Staff or Field Supervisory Staff. Cell phone and direct contact lists have been distributed to all employees. Employees will assist each other as well as visitors, subcontractors, clients, customers, vendors, etc… to access established evacuation routes and to safety at the designated assembly point.

a. Available, trained, (Red Cross First Aid Safety Training, Adult-CPR, Adult-AED, Oxygen Admin.) internal emergency responders will be summoned to assist with treatment of injured if close-at-hand and situation is "NON TOXIC" and "NON DANGEROUS" to responders.

b. In case of major fire or toxic spill, employees will be directed to evacuate by either land or water leaving fire fighting and cleanup to professionals. Operators and supervisors should secure all equipment and lead their employees as follows:

(i) Salmons Terminal: Evacuate Upwind if Toxic - access concrete dock to south side of property then go west on Herbert Street to assembly point at Gibson Tire Service, use main drive (Herbert Street) to same assembly point at Gibson Tire Service, access Tekna Property via Gate (0464 Lock) to the north then west to Cherry Hill Lane then South to Gibson Tire Service, by water - take tug/work boats upwind on Shipyard Creek to access adjacent properties then call on Nextel/Sprint to arrange pickup/ride to assembly point at Gibson Tire Service.

(ii) Industrial plants, private marine/oil terminals, government installations, etc… Evacuate according to Owner's plan or Upwind if Toxic. Follow routes established and discussed during training at "Tool Box" safety meeting and assemble at the designated spot or at gate to facility.

(iii) A headcount will be taken at the designated assembly point in an effort to account for all employees. The count will be certified by Salmons Operations Manager, Mr. John McDougle.

(iv) Contact Salmons Office Manager, Ms April Barrineau at 843-722-2921 for emergency employee information.

c. In case of minor fires or spills, available, trained, employees can utilize handheld fire extinguishers (located throughout the terminal) or spill containment kits (located in warehouse and on floating rigs) to contain the situation until professional assistance arrives.

d. Toxic spills will be left to professional HazMat responders.

e. Alarms for man over-board or marine vessel sinking will be by broadcast on VHS Marine Radio Emergency Channel 16 and Bridge to Bridge Channel 13, as well as on Salmons direct radio link and employee cell phones (Nextel/Sprint). Assistance from all near-by or close-at-hand responders will be requested. Salmons employees trained in hydrocarbon recovery off water will be dispatched to contain fuel or oil leakage until professional assistance arrives. Spill response kits with oil sorbent pads and containment booms will be utilized.

f. As soon as the "all clear" is given, Salmons operators and supervisors will re-check and secure all equipment.

5. Additional information on plan duties or responsibilities can be obtained from Salmons Operations Director, Mr. John McDougle @ Office 843-722-2921 or Cell 843-200-6883.

## 27. BENZENE AWARNESS

Salmons Benzene Awareness Program is essential to the safety of our employees when working at facilities that produce, load, transport, pipe, store or refine Benzene or Benzene related products.

The purpose of our Benzene Awareness Program is to inform personnel of the dangers of Benzene. Training will be conducted annually.

1. Benzene is a clear, colorless liquid with a distinctive sweet odor. Its boiling point is 176 degrees F and its flash point is 12 degrees F. The flammable limits in air are 1.3% for the low end and 7.5% for the high end. Benzene is a flammable liquid. Its vapors can form explosive mixtures. All ignition sources must be controlled when Benzene is used, handled, or stored. Where liquid or vapor may be released, should be considered as a hazardous location.

2. Benzene vapors are heavier than air and the vapors can travel along the ground and be ignited by open flames or sparks. All locations where Benzene may be present should be designated as "No Smoking" areas. A trained fire watch and fire extinguishers must be ready and available at all times.

3. Benzene is classified as a 1 B flammable liquid. A concentration exceeding 3,250 ppm is considered a potential fire explosion hazard. Locations where Benzene may be present in quantities sufficient to produce explosive or ignitable mixtures are considered Class 1 Group D as relates to 29 CFR 1910.309

4. Benzene is primarily an inhalation hazard. Systemic absorption may cause depression of the hematopoietic system, pancytopenia, aplastic anemia, and leukemia. Inhalation of high concentrations can affect the function of the central nervous system. Aspiration of even small amounts of liquid Benzene immediately cause pulmonary edema and hemorrhage of pulmonary tissue. There is some absorption through the skin and high concentrations irritate the eyes and the mucous membranes of the nose and respiratory tract. Direct skin contact may cause erythema. Repeated or prolonged contact with Benzene may result in drying, scaling dermatitis or development of secondary skin infections.

5. Benzene may initially cause exhilaration, drowsiness, nausea, headaches, dizziness, skin irritation or fatigue. A sensation of tightness in the chest accompanied by breathlessness may occur and a loose of consciousness may follow. Tremors, convulsions and death may follow from respiratory paralysis or circulatory collapse within minutes or hours of severe exposures.

6. The permissible exposure limits for Benzene are as follows:

a. **Airborne**: The maximum time-weighted average (TWA) exposure limit is 1 part Benzene vapor per million parts of air (1 ppm) for an 8-hour workday and the maximum short-term exposure limit (STEL) is 5 ppm for any 15-minute period.

b. **Dermal**: Eye and skin contact shall be prevented.

7. Personal Protective Equipment (PPE) must be utilized when work with or coming in contact with Benzene. Use respiratory, eye and face, boots, gloves and apron protection.

8. Emergency Medical Procedures include contacting on-site responders and 911. Follow site-specific emergency plans as detailed in Article 25.1.a and 25.4.b.ii above.

a. **Inhalation**: If inhaled, move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration.

b. **Skin Contact**: In case of skin contact, flush with copious amounts of water for at least 15 minutes. Remove contaminated clothing and shoes.

c. **Eye Contact**: If in contact with eyes, flush with large amounts of water for at least 15 minutes. Assure adequate flushing by separating eyelids with fingers.

d. **Ingestion**: If swallowed, wash out mouth with water.

## 28. HEAT ILLNESS PREVENTION

Employees working outdoors or in other areas and at times when the environmental risk factors for heat illness are present, are at risk for developing heat illnesses if they do not protect themselves appropriately. Salmons objective is employee awareness regarding heat illness symptoms, ways to prevent heat illness, and what to do if symptoms occur.

1. Definitions -

a. Environmental risk factors for heat illness – The working conditions that create the possibility that heat illness could occur, including air temperature, relative humidity, radiant heat from the sun and other sources, conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing and personnel protective equipment worn by employees.

b. Heat illness -- A serious medical condition resulting from the body's inability to cope with a particular heat load, and includes heat cramps, heat exhaustion, heat syncope, and heat stroke.

c. Personal risk factors for heat illness -- Factors such as an individual's age, degree of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, and use of prescription medications that affect the body's water retention or other physiological responses to heat.

d. Preventative recovery period -- A period of time to recover from the heat in order to prevent heat illness.

e. Shade -- The blockage of direct sunlight. Canopies, umbrellas, and other temporary structures or devices may be used to provide shade. One indicator that blockage is sufficient is when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is to allow the body to cool.

2. Accountability -

a. Salmons will provide training to all potentially impacted employees and their supervisors on the risks and prevention of heat illness, including how to recognize symptoms and respond when they appear. Training will be provided annually during tool box safety meetings as a refresher prior to the start of the summer season.

b. Salmons will identify all employees who are required to work outdoors where potential heat illness could occur.

c. Salmons will assure that adequate potable drinking water is available to all employees, especially when the environmental risk factors for heat illness are present.

d. Salmons will assure that suitable shade is available to prevent or recover from heat related symptoms, when the environmental risk factors for heat illness are present.

e. Employees should continually watch for the signs and symptoms of heat stress on co-workers. Immediately report heat related illness symptoms to your supervisor and seek medical attention as may be necessary.

3. Mandate –

a. Employees will have access to potable drinking water and be encouraged to frequently consume small amounts of water throughout the day - up to 4 cups per hour depending on heat condition. Employees suffering from heat related illnesses or in need of a recovery period from the heat will be provided with access to an area of shade that is either open to

the air or provided with ventilation/cooling until symptoms are relieved. Access to shade will be permitted at all times.

4. Training -

a. Training will be provided for supervisors and employees working on job tasks where environmental risk factors for heat illness are present. Refresher training will be provided annually. All employees working on job tasks where environmental risk factors for heat illness are present will receive instruction before being assigned to work tasks. Supervisors will consider personal and physical work factors before assigning tasks to employees. Training topics shall include the following as a minimum:

1. Environmental and personal risk factors for heat illness.
2. Procedures for identifying, evaluating, and controlling exposures to the environmental and personal risk factors for heat illness.
3. Employees who experience excessive sweating require frequent consumption of small quantities of water, up to 4 cups per hour when working in extreme conditions of heat.
4. Importance of acclimatization.
5. Different types, signs, and symptoms of heat illness.
6. Importance of immediately reporting symptoms or signs of heat illness in themselves or in coworkers to their supervisor.
7. Procedures for responding to symptoms of possible heat related illness including emergency response procedures and jobsite first aid treatment, and contacting professional emergency medical services should it become necessary.

b. Supervisors will receive training on the following topics prior to being assigned to supervise outdoor employees:

Heat Stress Facts

1. High temperatures and humidity stress the body's ability to cool itself, and heat illness becomes a special concern during hot weather. There are three major forms of heat illnesses: heat cramps, heat exhaustion, and heat stroke, with heat stroke being a life threatening condition.

2. Heat cramps are muscle spasms which usually affect the arms, legs, or stomach. Frequently they don't occur until sometime later after work, at night, or when relaxing. Heat cramps are caused by heavy sweating, especially when water is replaced by drinking, but not salt or potassium. Although heat cramps can be quite painful, they usually don't result in permanent damage. To prevent them, drink electrolyte solutions such as Gatorade during the day and try eating more fruits like bananas.

3. Heat exhaustion is more serious than heat cramps. It occurs when the body's internal air-conditioning system is overworked, but hasn't completely shut down. In heat exhaustion, the surface blood vessels and capillaries, which originally enlarged to cool the blood, collapse from loss of body fluids and necessary minerals. This happens when you don't drink enough fluids to replace what you're sweating away. The symptoms of heat exhaustion include: headache, heavy sweating, intense thirst, dizziness, fatigue, loss of coordination, nausea, impaired judgment, loss of appetite, hyperventilation, tingling in hands or feet, anxiety, cool moist skin, weak and rapid pulse (120-200), and low to normal blood pressure. Somebody suffering these symptoms should be moved to a cool location such as a shaded area or air-conditioned building. Have them lie down with their feet slightly elevated. Loosen their clothing, apply cool, wet cloths or fan them. Have them drink water or electrolyte drinks. Try to cool them down, and have them checked by medical personnel. Victims of heat exhaustion should avoid strenuous activity for at least a day, and they should continue to drink water to replace lost body fluids.

4. Heat stroke is a life threatening illness with a high death rate. It occurs when the body has depleted its supply of water and salt, and the victim's body temperature rises to deadly levels. A heat stroke victim may first suffer heat cramps and/or the heat exhaustion before progressing into the heat stroke stage, but this is not always the case. It should be noted that, on the job, heat stroke is sometimes mistaken for heart attack. It is therefore very important to be able to recognize the signs and symptoms
of heat stroke - and to check for them anytime an employee collapses while working in a hot environment.

The early symptoms of heat stroke include a high body temperature (103 degrees F); a distinct absence of sweating (usually); hot red or flushed dry skin; rapid pulse; difficulty breathing; constricted pupils; any/all the signs or symptoms of heat exhaustion such as dizziness, headache, nausea, vomiting, or confusion, but more severe; bizarre behavior; and high blood pressure. Advance symptoms may be seizure or convulsions, collapse, loss of consciousness, and a body temperature of over 108 degrees F.

It is vital to lower a heat stroke victim's body temperature. Seconds count. Pour water on them, fan them, or apply cold packs. Seek immediate medical assistance.

5. Precautions -Take these precautions to prevent heat-related illnesses:

a. Condition yourself for working in hot environments. Start slowly then build up to more physical work. Allow your body to adjust over a few days.

b. Drink lots of liquids. Don't wait until you're thirsty! By then, there's a good chance that you're already on your way to being dehydrated. Electrolyte drinks are good for replacing both water and minerals lost through sweating. Never drink alcohol, and avoid caffeinated beverages like coffee and soft drinks.

c. Take frequent breaks, especially if you notice you're getting a headache or you start feeling overheated. Cool off for a few minutes before going back to work.

d. Wear lightweight, light colored clothing when working out in the sun. Take advantage of fans and air-conditioners.
With a little caution and a lot of common sense, you can avoid heat related illnesses.

## 29. JOB COMPETENCY

1. The success of any company depends on its employees. Salmon's has established and distributed an organizational chart that reflects the management structure of the corporation. Included, is a detailed listing of all positions and their respective responsibilities. The listing includes the minimum qualifications and/or requirements that have been identified for each position/employee. The organizational chart and listing can be found in the Salmons Employee Handbook, which is given to all current employees and new hires.

2. Minimum requirements for each position are include in the following:
Job Description Summary, Reporting Relationships, Education, Licenses, Registrations, Certifications, Experience, Skills/Knowledge – Language, Mathematical, Reasoning Ability, Physical Demands, Mental Requirements, Duties and Measures of Performance.

3. Employees must clearly demonstrate that they meet the minimum qualifications / requirements for their respective position. The hiring supervisor will verify and document acceptable standards by reviewing related application or resume, holding face to face

interviews, contacting past employers, viewing license, registration and certification documentation, and by putting the employee though practical skill demonstrations. If it is determined that the employee lacks job specific required skills, Salmons will train the employee using our in-house-training-guide "The Salmons Way". Employees will not be allowed to perform task independently until such time as the managing supervisor can verified that competency has been achieved in all required areas of responsibility.

## 30. PROCESS SAFETY MANAGEMENT – CONTRACTOR RESPONSIBILITIES

1. Purpose -

The purpose of Process Safety Management (PSM) is to prevent or minimize consequences of catastrophic releases of toxic, reactive, flammable or explosive chemicals in various industries such as refineries or processing plants. The requirements of a Process Safety Management Program are outlined in 29 CFR 1910.119. Salmons Dredging Corporation employees may perform work at job sites that are covered by this standard. Therefore, the purpose of this written program is to ensure our employees are trained in the practices necessary to conduct their work at PSM covered work sites and to ensure they abide by the safe work practices of the employers that hire us to perform various jobs.

2. General -

Contractors under the Process Safety Management program are those who are involved in the installation or maintenance of equipment and systems at a facility that has one of the following:

- A process which involves a chemical at or above the specified threshold quantities listed in Appendix A to this section.
- A process which involves a flammable liquid or gas (as defined in 1910.1200) on site in one location, in a quantity of 10,000 pounds (4535.9 kg) or more.
- Hydrocarbon fuels used solely for workplace consumption as a fuel (e.g., propane used for comfort heating, gasoline for vehicle refueling), if such fuels are not a part of a process containing another highly hazardous chemical covered by this standard.
- Flammable liquids stored in atmospheric tanks or transferred, which are kept below their normal boiling point without benefit of chilling or refrigeration.

As contractors covered under the PSM Program, we must be provided necessary information concerning the hazardous process, equipment, and procedures of the particular job site our employees are working at.

3. Specific Requirements -

Pre-Work Review: Prior to allowing Salmons Dredging Corporation employees to commence work in a process covered under PSM, the following requirements must be completed by the PSM Company we will be doing work for:

- Review Salmons Dredging Corporations Safety & Accident Prevention Master Program.
- Inform Salmons Dredging Corporation's Safety Managers, Project Manager and Site Supervisor in writing, of the known potential fire, explosion, or toxic release hazards related to the work area and processes of the PSM Company.

- Explain the applicable provisions of the PSM Company emergency action plan to Salmons Dredging Corporation Safety Managers, Project Manager and Site Supervisor.

- Provide Salmons Dredging Corporation Safety Managers, Project Manager and Site Supervisor with copies of local safety programs, safety and emergency procedures and a copy of the PSM program.

- Confirm to Salmons Dredging Corporation that a periodic performance evaluation will be conducted during the course of the contract work, to ensure our employees are fulfilling our obligations.

- Confirm to Salmons Dredging Corporation that a contract employee injury and illness log related to our work in process areas, must be maintained on site for the duration of the contract work.

Salmons Dredging Corporation will provide information to the Contract Employer relating to any unique hazards presented by our employee's work or any hazards found by our employees.

4. Training -

Prior to the start of any work at a facility covered under the PSM standard, Salmons Dredging Corporation will assure that each employee is trained in the work practices necessary to safely perform his or her job. Salmons Dredging Corporation will provide the following documentation to each PSM covered facility that we will be performing work at:

- Salmons Dredging Corporation Safety & Accident Prevention Master Program.

- Certification that we have informed our employees that potential fire, explosion, or toxic release hazards may exist at or near their work area at the PSM covered facility, and that we have explained the contract Company's Emergency Action Plan to our employees. Material Safety Data Sheets will be used to discuss process safety information for the particular site we will be working at.

- Training documentation concerning training provided to our employees to ensure they understand the safe work practices necessary to safely perform tasks.

- Certification that we have explained the Hot Works Permit Program of the Company we are working for and other permits the Company uses that will be needed during their time on company property.

- Agreement to advise the Company we are working for of any unique hazards presented by our work and found during our work.

- If applicable, certification that materials, parts and equipment to be installed meet industry and engineering standards for the application in which they will be used.

Salmons Dredging Corporation will assure that our employees have been instructed in known potential fire, explosion, or toxic release hazards related to his/her job. The Site Supervisor will be responsible for ensuring that each employee has received and understood the required training. Training will be documented and will consist of the employee's name, the date of training, and the means used to verify that the employee understood the training.

5. Safe Work Practices -

Salmons Dredging Corporation employees will be required to abide by PSM employer's safety work practices during operations such as lockout/tagout, confined space entry, opening process equipment or piping, and controls over entrance to the facility. Safe work practices will be covered during site-specific training. Training will be documented.

6. Hot Work -

Before cutting or welding is permitted at a work site, the area must be inspected by the individual responsible for authorizing cutting and welding operations at the Company we are performing work for. Salmons Dredging Corporation employees will not be allowed to perform hot work until a hot work permit is obtained from the employer's designated representative. The permit shall document that provisions of CFR 1910.252 (a) have been met.

7. Incident Investigations -

Employees must immediately report all accidents, injuries and near misses to their Site Supervisor, who will then notify the correct Company individuals. An incident investigation must be initiated within 48 hours. Resolutions and corrective actions must be documented and maintained for five years.

8. Trade Secrets -

Salmons Dredging Corporation employees will respect the confidentiality of trade secret information when any Process Safety Information is released to them.

## 30. DISCIPLINARY PROGRAM

1. It is the sincere desire of Salmons Dredging Corporation to eliminate all occupational injuries/illnesses through job safety education and training, to protect the general public at all times and at all costs and to reduce the possibility of damage to equipment and property by strictly following the guidelines set forth in this safety and accident prevention plan. Salmons Dredging Corporation supervisors are committed to providing all employees a safe environment to work. It is the responsibility of each supervisor to enforce and ensure that the corporate safety program is strictly adhered to the highest degree. Upper management shall conduct quarterly reviews of the safety program to ensure that the most up to date regulations are being followed. These quarterly reviews are unannounced to the job-sites. Violations found on the job-sites indicate a lack of commitment to the company safety goals and upper management shall be held responsible for implementing immediate corrective actions. Upper management team members shall be disciplined accordingly for lack of implementation and adherence to the corporate safety plan.

2. All employees are encouraged to provide input concerning the corporate safety program. Our safety program is enforced through various levels of employment. The President, Operations Manager, Safety Manager / Project Manager, and Project Superintendent / Foreman are all responsible for enforcing the safety program. We encourage all employees to make safety part of their daily lives. At the job-site level, the project superintendent is responsible on a daily basis to ensure that the safety program is being followed. This includes site specific safety plans as well as corporate safety plans. The Safety Manger / Project Manager perform weekly inspections and also helps enforce the safety program. Any deficient items pertaining to safety are quickly addressed and remedied to provide a safe working environment for all employees. The Operations Manager and President receive weekly safety statistics from the job-sites. All near misses are examined in detail to provide a learning experience for all employees.

**3. A safety violation occurs when a corporate or job-site specific regulation has been breached. The corporate safety manual and job-site specific safety manual provide the rules for safety. Not following written or verbal safety procedures is a safety violation. This can range from not wearing the proper PPE safety gear, horseplay on the job-sites, improper lifting procedures, faulty rigging, and abuse of selected PPE.**

**4. If a safety violation occurs, the Superintendent schedules an appointment with the violator and informs the individual of the rule or procedure that was violated. This violation is recorded in the employee's personnel file. This consultation is recorded and signed by the employee. The consultation may include the following individuals from the company: Superintendent, Safety Manager / Project Manager, and Operations Manager. At this meeting, the safety rule that was violated is clearly explained to the employee and a detailed corrective action process also explained. It is the company's sincere desire to eliminate all accidents.**

SALMONS DREDGING CORPORATION

**Richard W. Salmons, Jr.**
**President**

Date: July 30, 2015

# Salmons Dredging Corporation

## SAFE RIGGING PRACTICES

**January 1, 2015**

**TO:** All Concerned

**PROJECT:** Salmons Dredging Terminal and All Project Locations

The following practices should be strictly followed by all personnel performing rigging operations. Violations of these practices can cause serious injury or death.

1. Do not guess, play hunches or take chances with rigging operations. If there is anything you are not sure about, consult the project Rigging Supervisor or Superintendent.

2. Report defects in rigging materials or practices to the project Rigging Supervisor, Superintendent or Job Site Safety and Health Representative. Any rigging materials found to be defective will be immediately tagged-out and removed from service. Do not tolerate the unsafe practices of anyone.

3. Do not work aloft if you feel sick, nervous or extremely cold.

4. Wear trim fitting clothing: No baggy shirts, jackets or pants. No torn cuffs or loose ends.

5. Wear applicable personal safety protection equipment; boots, gloves, safety glasses, ear protection, fall protection, etc… as required. Make sure your hard hat fits snugly.

6. Use approved personal fall protection equipment/devices when required by work conditions in accordance with OSHA

requirements.

7. Practice good housekeeping. Keep your gear picked up, clean and in safe condition. Remove all rigging materials from the immediate work area when not in use. Properly store all rigging materials in accordance with manufacturer's recommendations.

8. All rigging equipment shall be inspected as specified by the manufacturer by a competent person, before and during each work shift as often as required to ensure its safe condition.

9. Do not ride any load. Use only approved and inspected man-baskets.

10. Stay out from under suspended loads, scaffolding or ladders. Never work under suspended loads.

11. Do not swing a load over anyone without warning.

12. Keep your hands off suspended loads whenever possible.

13. Use tag lines on all loads where one end may rise suddenly due to an off-center lift.

14. Use tag lines on all loads when required by high wind conditions.

15. Determine the safe working load of all rigging materials and do not exceed the safe working load under any condition. Shackles shall not be eccentrically loaded. Do not use a bent shackle or bent shackle-pin.

16. Never allow metallic or wet rigging to approach within ten feet of an energized electric line. This includes booms, loads, wire rope and manila taglines,etc… Use a trained spotter during all operations around energized electric lines. Get the power lines relocated or de-energized as necessary.

17. Before critical lifts, check the weight of the lift and consult the capacity of the crane at the required boom-radius, per the load-rating chart. Prepare a critical lift plan as required. Make a trial lift in the open, using the greatest boom radius that will be used during the lift. Test the brakes after raising the load a few inches.

18. Do not pull the load-block to one side to attach it to the load. Center the boom point directly over the load before hooking up.

19. Make certain that the load-rating chart is visible from the crane operator's seat at all times.

20. Use only approved, recognized, hand signals during a lift.

21. Never oil, fuel, check the water or adjust moving parts of a crane, while it is in motion.

22. Use only access ladders provided by the manufacturer for climbing up or down cranes.

23. Operate cranes on firm level ground or use mats if required.

24. Keep your hands out of pinch-points when hooking, coupling or hitching rigging.

25. Keep manila rope tag lines dry and clean. Protect from acid. Routinely inspect the center strands for rotting.

26. Protect rope from short bends by using wood softeners or other padding. Protect it from chafing and kinks. Make sure kinks are pulled into slings as the load-block goes up.

27. Allow a safety factor of at least four for slings in good condition. Allow a safety factor of at least six for slings in fair condition. Never use a sling in poor condition.

28. Keep welding leads and electrodes away from wire rope. Report burned rope immediately.

29. The larger the angle between bridle-slings, the more stress in each sling and the more compression in the load. Double check rigging when the sling angle exceeds 60 degrees.

30. Coil and uncoil wire rope as if it were tape. The coil or real must revolve if coiling is done properly.

31. Never pull sideways on a lifting lug. Be particularly careful of this when turning loads.

32. Make certain that safety latches are in place on all load-blocks/snatch-blocks/balls/hooks, etc… and that they are in good working order. Inspect safety latches frequently. Keep all blocks clean and well lubricated. Stay out of the bite of a line formed by a snatch-block.

33. Do not leave a handle in a jack when it is under a load.

34. Most importantly, ALWAYS BE ALERT.

Richard W. Salmons, Jr.
President

**Salmons Dredging Corporation**

**Confined Space Entry Program**

# ***Master Plan***

## Purpose

This Confined Space Entry Program is provided to protect authorized employees who will enter confined spaces and may be exposed to hazardous atmospheres, engulfment in materials, conditions which may trap or asphyxiate due to converging or sloping walls, or contains any other safety or health hazards. Reference: *OSHA-Permit-Required Confined Spaces* (29 CFR 1910.146, 29 CFR 1915 Subpart B and NAVSEA). For the purpose of this program, we consider all confined spaces to be Permit Required Confined Spaces (PRCS) and not Non-Permit Required Confined Spaces (NPRCS).

## Responsibilities

### Management – Confined Space Competent Person (CSCP)

- CSCP has thorough knowledge of OSHA's Confined Space Standard, 29 CFR 1910.146 and ANSI Z117.1
- Has full authority to supervise and influence work in confined spaces
- Ensure confined space assessments have been conducted
- Ensure all permit required confined spaces are posted
- Enforce confined space permits for entry into PRCS
- Evaluate Rescue Teams/Local Responders to ensure they are capable of rescue from specific confined spaces
- Ensure proper training for entry & rescue teams
- Provide proper equipment for entry & rescue teams
- Ensure rescue team at access during entry into spaces with IDLH atmosphere
- Annually review this program and all Entry Permits

### Employees

- Follow program requirements
- Report any previously un-identified hazards associated with confined spaces

**Entry Supervisor – (Can be CSCP)**

Entry supervisors are responsible for the overall permit space entry and must coordinate all entry procedures, tests, permits, equipment and other relevant activities. The following entry supervisor duties are required:

- Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure
- Verifies, by checking that the appropriate entries have been made on the permit, all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin
- Terminate the entry and cancel the permit when the entry is complete and there is a need for terminating the permit
- Verify that rescue services are available and that the means for summoning them are operable
- Remove unauthorized persons who enter or attempt to enter the space during entry operations
- Determine whenever responsibility for a permit space entry operation is transferred and at intervals dictated by the hazards and operations performed within the space that entry operations remain consistent with the permit terms and that acceptable entry conditions are maintained.

**Entry Attendants – (Can be CSCP)**

At least one attendant is required outside the permit space into which entry is authorized for the duration of the entry operation. Responsibilities include:

- To know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure
- To be aware of possible behavioral effects of hazard exposure on entrants
- To continuously maintain an accurate count of entrants in the permit space and ensures a means to accurately identify authorized entrants
- To remain outside the permit space during entry operations until relieved by another attendant (once properly relieved, they may participate in other permit space activities, including rescue if they are properly trained and equipped).
- To communicate with entrants as necessary to monitor entrant status and alert entrants of the need to evacuate.
- To monitor activities inside and outside the space to determine if it is safe for entrants to remain in the space and orders the entrants to immediately evacuate if: the attendant detects a prohibited condition, detects entrant behavioral effects of hazard exposure, detects a situation outside the space that could endanger the entrants; or if the attendant cannot effectively and safely perform all the attendant duties.
- To summon rescue and other emergency services as soon as the attendant determines the entrants need assistance to escape the permit space hazards.

- To perform non-entry rescues as specified by that rescue procedure and entry supervisor
- Not to perform duties that might interfere with the attendants' primary duty to monitor and protect the entrants.
- To take the following action when unauthorized persons approach or enter a permit space while entry is under way:
    1. Warn the unauthorized persons that they must stay away from the permit space,
    2. Advise unauthorized persons that they must exit immediately if they have entered the space, and
    3. Inform the authorized entrants and the entry supervisor if unauthorized persons have entered the permit space.

**Entrants**

All entrants must be authorized by the entry supervisor to enter permit spaces, have received the required training, used the proper equipment, and observes the entry procedures and permit. The following entrant duties are required:

- Know the hazards that may be faced during entry, including information on the mode, signs or symptoms, and consequences of the exposure;
- Properly use the equipment required for safe entry;
- Communicate with the attendant as necessary to enable the attendant to monitor the status of the entrants and to enable the attendant to alert the entrants of the need to evacuate the space if necessary;
- Alert the attendant whenever; the entrant recognizes any warning signs or symptoms of exposure to a dangerous situation, or any prohibited condition is detected; and
- Exit the permit space as quickly as possible whenever; the attendant or entry supervisor gives an order to evacuate the permit space, the entrant recognized any warning signs or symptoms of exposure to a dangerous situation, the entrant detects a prohibited condition, or an evacuation alarm activated.

## Hazards

- Explosive / Flammable Atmospheres
- Toxic Atmospheres
- Engulfment
- Asphyxiation
- Entrapment
- Slips & falls
- Chemical Exposure
- Electric Shock
- Thermal / Chemical Burns
- Noise & Vibration

## Hazard Control

### Engineering Controls

- Locked entry points
- Temporary ventilation
- Temporary Lighting

### Administrative Controls

- Signs
- Employee training
- Entry procedures
- Atmospheric Monitoring
- Rescue procedures
- Use of prescribed PPE

## Definitions

**Confined space:**

Is large enough or so configured that an employee can bodily enter and perform work.

Has limited or restricted means for entry or exit (i.e. tanks, vessels, silos, storage bins, hoppers, vaults, and pits are spaces that may have limited means of entry).

Is not designed for continuous employee occupancy.

**Permit required confined space (permit space),** is a confined space that has one or more of the following characteristics:

1. Contains or has a potential to contain a hazardous atmosphere.
2. Contains a material that has the potential for engulfing an entrant.
3. Has an internal configuration such that an entrant could be trapped or asphyxiated by inwardly covering walls or by a floor which slopes downward and tapers to a smaller cross-section.
4. Contains any other recognized serious safety or health hazard.

Each Permit-Required Confined Space should be marked "Confined Space - Entry Permit Required".

## Entry Standard Operating Procedures

A Standard Operating Procedure (SOP) has been developed for each space to standardize the entry procedure. The SOP outlines:

- Hazards
- Hazard Control & Abatement
- Acceptable Entry Conditions
- Means of Entry
- Entry Equipment Required
- Emergency Procedures

## Permit Required Confined Space Entry General Rules

During all Confined Space Entries, the following Safety Rules must be strictly enforced:

1. Only Authorized and Trained Employees may enter a Confined Space or act as Safety Watchmen.

2. No Smoking is permitted in a Confined Space or near entrance/exit area.

3. During Confined Space Entries, a Safety Watchmen must be present at all times.

4. Constant visual or voice communication will be maintained between the Safety Watchmen and Employees entering a Confined Space.

5. No bottom or side entry will be made or work conducted below the level any hanging material or material which could cause engulfment.

6. Air and Oxygen Monitoring is required before entering any Permit-Required Confined Space. Oxygen levels in a Confined Space must be between 19.5 and 23.5 percent. Levels above or below will require the use of an SCBA or other approved air supplied respirator. Additional ventilation and Oxygen Level Monitoring is required when welding is performed. The monitoring will check Oxygen Levels, Explosive Gas Levels and Carbon Monoxide Levels. Entry will not be permitted if explosive gas is detected above 10% the Lower Explosive Limit (LEL).

7. To prevent injuries to others, all openings to Confined Spaces will be protected by a barricade when covers are removed.

## Confined Space Entry Procedures

Each employee who enters or is involved in the entry must:

1. Understand the procedures for confined Space Entry

2. Know the Hazards of the specific space

3. Review the specific procedures for each entry

4. Understand how to use entry and rescue equipment

## Confined Space Entry Permits

Confined Space Entry Permits must be completed before any Employee enters a Permit-Required Confined Space. The Permit must be completed and signed by an Authorized Member of Management before entry.

- Permits will expire before the completion of the shift or if any pre-entry conditions change. Permits will be maintained on file for 12 months.

## Contractor Entry

All work by non-company employees that involves the entry into confined spaces will follow the procedures of this program. The information of this program and specific hazards of the confined spaces to be entered will be provided to Contractor Management prior to commencing entry or work.

## Training

Training for Confined Space Entry includes:

1. Duties of Entry Supervisor, Entrant and Attendants
2. Confined Space Entry permits
3. Hazards of Confined Spaces
4. Use of Air Monitoring Equipment
5. First Aid and CPR Training
6. Emergency Action & Rescue Procedures
7. Confined Space Entry & Rescue Equipment
8. Rescue Training, including entry and removal from representative spaces

## Confined Space Hazards

### Flammable Atmospheres

A flammable atmosphere generally arises from enriched oxygen atmospheres, vaporization of flammable liquids, byproducts of work, chemical reactions, concentrations of combustible dusts, and desorption of chemical from inner surfaces of the confined space.

An atmosphere becomes flammable when the ratio of oxygen to combustible material in the air is neither too rich nor too lean for combustion to occur. Combustible gases or vapors will accumulate when there is inadequate ventilation in areas such as a confined space. Flammable gases such as acetylene, butane, propane, hydrogen, methane, natural or manufactured gases or vapors from liquid hydrocarbons can be trapped in confined spaces, and since many gases are heavier than air, they will seek lower levels as in pits, sewers, and various types of storage tanks and vessels. In a closed top tank, it should also be noted that lighter than air gases may rise and develop a flammable concentration if trapped above the opening.

The byproducts of work procedures can generate flammable or explosive conditions within a confined space. Specific kinds of work such as spray painting can result in the release of explosive gases or vapors. Welding in a confined space is a major cause of explosions in areas that contain combustible gas.

Chemical reactions forming flammable atmospheres occur when surfaces are initially exposed to the atmosphere, or when chemicals combine to form flammable gases. This condition arises when dilute sulfuric acid reacts with iron to form hydrogen or when calcium carbide makes contact with water to form acetylene. Other examples of spontaneous chemical reactions that may produce explosions from small amounts of unstable compounds are acetylene-metal compounds, peroxides, and nitrates. In a dry state, these compounds have the potential to explode upon percussion or exposure to increased temperature. Another class of chemical reactions that form flammable atmospheres arise from deposits of pyrophoric substances (carbon, ferrous oxide, ferrous sulfate, iron, etc.) that can be found in tanks used by the chemical and petroleum industry. These tanks containing flammable deposits will spontaneously ignite upon exposure to air.

Combustible dust concentrations are usually found during the process of loading, unloading, and conveying grain products, nitrated fertilizers, finely ground chemical products, and any other combustible material. High charges of static electricity which rapidly accumulate during periods of relatively low humidity (below 50%), can cause certain substances to accumulate electrostatic charges of sufficient energy to produce sparks and ignite a flammable atmosphere. These sparks may also cause explosions when the right air or oxygen to dust or gas mixture is present.

**Toxic Atmospheres**

The substances to be regarded as toxic in a confined space can cover the entire spectrum of gases, vapors, and finely-divided airborne dust in industry. The sources of toxic atmospheres encountered may arise from the following:

1. The manufacturing process (for example, in producing polyvinyl chloride, hydrogen chloride is used as will as vinyl chloride monomer, which is carcinogenic).

2. The product stored [removing decomposed organic material from a tank can liberate toxic substances, such as hydrogen sulfide ($H_2S$)].
3. The operation performed in the confined space (for example, welding or brazing with metals capable of producing toxic fumes).

During loading, unloading, formulation, and production, mechanical and/or human error may also produce toxic gases which are not part of the planned operation.

Carbon monoxide (CO) is a hazardous gas that may build up in a confined space. This odorless, colorless gas that has approximately the same density as air is formed from incomplete combustion of organic materials such as wood, coal, gas, oil, and gasoline; it can be formed from microbial decomposition of organic matter in sewers, silos, and fermentation tanks. Carbon monoxide is an insidious toxic gas because of its poor warning properties. Early stages of CO intoxication are nausea and headache. Carbon monoxide may be fatal at 1000 ppm in air, and is considered dangerous at 200 ppm, because it forms carboxyhemoglobin in the blood which prevents the distribution of oxygen in the body.

Carbon monoxide is a relatively abundant colorless, odorless gas, therefore, any untested atmosphere must be suspect. It must also be noted that a safe reading on a combustible gas indicator does not ensure that CO is not present. Carbon monoxide must be tested for specifically. The formation of CO may result from chemical reactions or work activities, therefore fatalities due to CO poisoning are not confined to any particular industry. There have been fatal accidents in sewage treatment plants due to decomposition products and lack of ventilation in confined spaces. Another area where CO results as a product of decomposition is in the formation of silo gas in grain storage elevators. In another area, the paint industry, varnish is manufactured by introducing the various ingredients into a kettle, and heating them in an inert atmosphere, usually town gas, which is a mixture of carbon dioxide and nitrogen.

In welding operations, oxides of nitrogen and ozone are gases of major toxicologic importance, and incomplete oxidation may occur and carbon monoxide can form as a byproduct.

Another poor work practice, which has led to fatalities, is the recirculation of diesel exhaust emissions. Increased CO levels can be prevented by strict control of the ventilation and the use of catalytic convertors.

**Irritant (Corrosive) Atmospheres**

Irritant or corrosive atmospheres can be divided into primary and secondary groups. The primary irritants exert no systemic toxic effects (effects on the entire body). Examples of primary irritants are chlorine, ozone, hydrochloric acid, hydrofluoric acid, sulfuric acid, nitrogen dioxide, ammonia, and sulfur dioxide. A secondary irritant is one that may produce systemic toxic effects in addition to surface irritation. Examples of secondary

irritants include benzene, carbon tetrachloride, ethyl chloride, trichloroethane, trichloroethylene, and chloropropene.

Irritant gases vary widely among all areas of industrial activity. They can be found in plastics plants, chemical plants, the petroleum industry, tanneries, refrigeration industries, paint manufacturing, and mining operations.

Prolonged exposure at irritant or corrosive concentrations in a confined space may produce little or no evidence of irritation. This may result in a general weakening of the defense reflexes from changes in sensitivity. The danger in this situation is that the worker is usually not aware of any increase in his/her exposure to toxic substances.

**Asphyxiating Atmospheres**

The normal atmosphere is composed approximately of 20.9% oxygen and 78.1% nitrogen, and 1% argon with small amounts of various other gases. Reduction of oxygen in a confined space may be the result of either consumption or displacement.

The consumption of oxygen takes place during combustion of flammable substances, as in welding, heating, cutting, and brazing. A more subtle consumption of oxygen occurs during bacterial action, as in the fermentation process. Oxygen may also be consumed during chemical reactions as in the formation of rust on the exposed surface of the confined space (iron oxide). The number of people working in a confined space and the amount of their physical activity will also influence the oxygen consumption rate.

A second factor in oxygen deficiency is displacement by another gas. Examples of gases that are used to displace air, and therefore reduce the oxygen level are helium, argon, and nitrogen. Carbon dioxide may also be used to displace air and can occur naturally in sewers, storage bins, wells, tunnels, wine vats, and grain elevators. Aside from the natural development of these gases, or their use in the chemical process, certain gases are also used as inerting agents to displace flammable substances and retard pyrophoric reactions. Gases such as nitrogen, argon, helium, and carbon dioxide, are frequently referred to as non-toxic inert gases but have claimed many lives. The use of nitrogen to inert a confined space has claimed more lives than carbon dioxide. The total displacement of oxygen by nitrogen will cause immediate collapse and death. Carbon dioxide and argon, with specific gravities greater than air, may lie in a tank or manhole for hours or days after opening. Since these gases are colorless and odorless, they pose an immediate hazard to health unless appropriate oxygen measurements and ventilation are adequately carried out.

Oxygen deprivation is one form of asphyxiation. While it is desirable to maintain the atmospheric oxygen level at 21% by volume, the body can tolerate deviation from this ideal. When the oxygen level falls to 17%, the first sign of hypoxia is a deterioration to night vision which is not noticeable until a normal oxygen concentration is restored. Physiologic effects are increased breathing volume and accelerated heartbeat. Between 14-16% physiologic effects are increased breathing volume, accelerated heartbeat, very

poor muscular coordination, rapid fatigue, and intermittent respiration. Between 6-10% the effects are nausea, vomiting, inability to perform, and unconsciousness. Less than 6%, spasmatic breathing, convulsive movements, and death in minutes.

**Mechanical Hazards**

If activation of electrical or mechanical equipment would cause injury, each piece of equipment should be manually isolated to prevent inadvertent activation before workers enter or while they work in a confined space. The interplay of hazards associated with a confined space, such as the potential of flammable vapors or gases being present, and the build-up of static charge due to mechanical cleaning, such as abrasive blasting, all influence the precautions which must be taken.

To prevent vapor leaks, flashbacks, and other hazards, workers should completely isolate the space. To completely isolate a confined space, the closing of valves is not sufficient. All pipes must be physically disconnected or isolation blanks bolted in place. Other special precautions must be taken in cases where flammable liquids or vapors may re-contaminate the confined space. The pipes blanked or disconnected should be inspected and tested for leakage to check the effectiveness of the procedure. Other areas of concern are steam valves, pressure lines, and chemical transfer pipes. A less apparent hazard is the space referred to as a void, such as double walled vessels, which must be given special consideration in blanking off and inerting.

***Thermal Effects***

Four factors influence the interchange of heat between people and their environment. They are: (1) air temperature, (2) air velocity, (3) moisture contained in the air, and (4) radiant heat. Because of the nature and design of most confined spaces, moisture content and radiant heat are difficult to control. As the body temperature rises progressively, workers will continue to function until the body temperature reaches approximately 102°F. When this body temperature is exceeded, the workers are less efficient, and are prone to heat exhaustion, heat cramps, or heat stroke. In a cold environment, certain physiologic mechanisms come into play, which tend to limit heat loss and increase heat production. The most severe strain in cold conditions is chilling of the extremities so that activity is restricted. Special precautions must be taken in cold environments to prevent frostbite, trench foot, and general hypothermia.

Protective insulated clothing for both hot and cold environments will add additional bulk to the worker and must be considered in allowing for movement in the confined space and exit time. Therefore, air temperature of the environment becomes an important consideration when evaluating working conditions in confined spaces.

***Noise***

Noise problems are usually intensified in confined spaces because the interior tends to cause sound to reverberate and thus expose the worker to higher sound levels than those

found in an open environment. This intensified noise increases the risk of hearing damage to workers which could result in temporary or permanent loss of hearing. Noise in a confined space which may not be intense enough to cause hearing damage may still disrupt verbal communication with the emergency standby person on the exterior of the confined space. If the workers inside are not able to hear commands or danger signals due to excessive noise, the probability of severe accidents can increase.

***Vibration***

Whole body vibration may affect multiple body parts and organs depending upon the vibration characteristics. Segmental vibration, unlike whole body vibration, appears to be more localized in creating injury to the fingers and hands of workers using tools, such as pneumatic hammers, rotary grinders or other hand tools which cause vibration.

***Other Hazards***

Some physical hazards cannot be eliminated because of the nature of the confined space or the work to be performed. These hazards include such items as scaffolding, surface residues, and structural hazards. The use of scaffolding in confined spaces has contributed to many accidents caused by workers or materials falling, improper use of guard rails, and lack of maintenance to insure worker safety. The choice of material used for scaffolding depends upon the type of work to be performed, the calculated weight to be supported, the surface on which the scaffolding is placed, and the substance previously stored in the confined space.

Surface residues in confined spaces can increase the already hazardous conditions of electrical shock, reaction of incompatible materials, liberation of toxic substances, and bodily injury due to slips and falls. Without protective clothing, additional hazards to health may arise due to surface residues.

Structural hazards within a confined space such as baffles in horizontal tanks, trays in vertical towers, curves or bends in tunnels, overhead structural members, or scaffolding installed for maintenance constitute physical hazards, which are exacerbated by the physical surroundings. In dealing with structural hazards, workers must review and enforce safety precautions to assure safety.

Salmons Dredging Corporation

Richard W. Salmons, Jr.
President

# SALMONS CONFINED SPACE ENTRY PERMIT

Date:

Site location or description:

Purpose of entry:

| Supervisor(s) in charge of crews: | Type of crew (welding, plumbing, etc) | Phone #: |
|---|---|---|
| | | |
| | | |

Permit duration:

Communication procedures (including equipment):

Rescue procedures (also see emergency contact phone numbers at end of form):

| REQUIREMENTS COMPLETED (Put N/A if item doesn't apply) | DATE | TIME | REQUIREMENTS COMPLETED (Put N/A if item doesn't apply) | DATE | TIME |
|---|---|---|---|---|---|
| Lockout/De-energize/Try-out | | | Supplied Air Respirator (N/A if alternate entry) | | |
| Line(s) Broken-Capped-Blank | | | Respirator(s) (Air Purifying) | | |
| Purge-Flush and Vent | | | Protective Clothing | | |
| Ventilation | | | Full Body Harness w/ "D" ring | | |
| Secure Area (Post and Flag) | | | Emergency Escape Retrieval Equip | | |
| Lighting (Explosive Proof) | | | Lifelines | | |
| Hotwork Permit | | | Standby safety personnel (N/A if alternate entry) | | |
| Fire Extinguishers | | | Resuscitator—Inhalator (N/A if alternate entry) | | |

**Add other specific information, if needed, or attach additional instructions or requirements. See the following examples in bold print.**

| | | | |
|---|---|---|---|
| **Line(s) to be bled/blanked:** | | | |
| **Ventilation equipment:** | | | |
| **PPE clothing:** | | | |
| **Respirator(s):** | | | |
| **Fire extinguisher(s):** | | | |
| **Emergency retrieval equipment:** | | | |

# SALMONS CONFINED SPACE ENTRY PERMIT

| AIR MONITORING | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| **Substance Monitored** | | **Permissible Levels** | | **Monitoring Results** | | | | | | |
| Time monitored (put time)<br>Percent Oxygen | | Record the time<br>19.5% to 23.5% | | | | | | | | |
| LEL/LFL | | Under 10% | | | | | | | | |
| Toxic 1: | | _____ PEL | ____STEL | | | | | | | |
| Toxic 2: | | _____ PEL | ____STEL | | | | | | | |
| Toxic 3: | | _____ PEL | ____STEL | | | | | | | |
| Toxic 4: | | _____ PEL | ____STEL | | | | | | | |
| | | | | | | | | | | |

**REMARKS:**

_____

_____

| Air Tester Name | ID# | Instrument(s) Used<br>(For example: oxygen meter, combustible gas indicator, etc.) | Model # or Type | Serial# or Unit |
|---|---|---|---|---|
| | | | | |
| | | | | |

**ATTENDANTS AND ENTRANTS**

| Attendant(s)<br>(Required for all confined space work except alternate entry) | ID# | Confined Space Entrant(s) | ID# |
|---|---|---|---|
| | | | |
| | | | |

**REMARKS:**

_____

_____

**SUPERVISOR AUTHORIZATION - ALL CONDITIONS SATISFIED**

Department or phone number: _____

**EMERGENCY CONTACT PHONE NUMBERS:**

AMBULANCE: _____ FIRE: _____ SAFETY: _____ RESCUE TEAM: _____ OTHER: _____

LET IT BE KNOWN THAT

JOHN D. LARES

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

DUSTIN NICHOLSON

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

MIKE WELLWITZ

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

CLINT CHALMERS

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.

Instructor 9/23/10 Date

LET IT BE KNOWN THAT

KEITH SIMMONS

has successfully completed a Training Seminar in the Federal OSHA Confined Space Entry Requirements (Part 1910.146) including Entry Supervisor Responsibilities.


**SAFETY CONCEPTS**

SAFETY DOESN T COST, SAFETY PAYS

Box 231

10612-D Providence Road

Charlotte, NC 28277

704-577-3985


Remember-YOU dictate the safety for all and can act on all needs as they arrise.

NOTE: The information discussed includes Federal OSHA regulations 1910.146 - confined space entry. State, County or local regulations may supercede these Federal OSHA standards.

SALMONS

# SALMONS DREDGING CORPORATION

Marine Contractors Since 1919

Post Office Box
Charleston, SC 294
Tel: (843) 722-29
Fax: (843) 723-46
www.salmonsdredging.c

## CONFINED SPACE EQUIPMENT SPECS

1. Ram Fan Ventilation Blower. Model # EG8200/EFI 150- 16" Ventilator 115 volts. Will only run off of Big Honda Generator (Honda em6500SX).
   4,459 cfm free air flow
   3,179 cfm with one 90$^0$ turn in reinforced ventilation duct.
2. Reinforced Ventilation Duct. Part # FDT-162 Standard 16" reinforced duct 25' sections. We have (seven) sections.
3. 16" Reinforced Duct Coupling. Part # DC1616" Duct Coupler. We have (six)
4. Interspiro Divator MK II Face Mask. A low volume positive pressure breathing air mask with two way communications. We have (four).
5. Divers breathing hose, we have four 3/8"umbilicals by two different manufacturers.
   (1) Armstrong Hose, Part # TB130hy-2500. Working Pressure 250 psi, Burst Pressure 1000 psi.
   (2) Cortland Hose, Part # FBL06, size 3/8" with a working pressure of 500 psi.
6. Gas Meters; Manufactured by BW Technologies a division of Honeywell. Is a Quatro Four Gas Meter, capable of continuous monitoring with an audio alarm.
7. Dive Compressors:
   (1) Quincy 340 shallow air package capable of 23 cfm of free air.
   (2) Quincy 325 Shallow Air Package capable of 19 cfm of free air.
8. Safewaze Fall Protection:
   (1) Safewaze Full Body Harness, model # 3M 1052 Feather Harness
   (2) Safewaze Universal Harness, Part # 10910
   (3) 11 Foot Retractable Lanyard, Part # 3M THOR MS-11.
   (4) 50 Foot Retractable Lanyard, Part # Class B Model 205G-50.
   (5) Tripod, Model # Safewaze M-10
9. Atlantic VHF Radios
10. Amron Diver Radios to be used in conjunction with the diver's umbilical's and Interspiro Divator MK II Full Face Mask. Models 2825 & 2810.

**SAFETY CONCEPTS INC.**
KNOWLEDGE. EQUIPMENT. ATTITUDE.

# CERTIFICATE OF CALIBRATION

Date: February 19, 2015

Company Name: **Salmon's Dredging**
Service work order: **2191501**

Manufacturer: **BW Technologies**
Model: **GasAlert Quattro**
Serial Number: **QA110-021232**

The above referred instrument has been calibrated in accordance with the manufacturer's specifications outlined in the manual. The instrument has passed all start-up diagnostics and is responding.
The instrument was calibrated in an office environment (avg. 75° F) using BW Technologies CG-Q34-4 Quad Gas (25 ppm H2S, 100 ppm CO, 2.5% CH4 [50% LEL], 18.0% O2, N2 balance).

*The following parts required replacement:

| Part Number | Description |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

**Final Calibration Results**

| | 2/19/2015 | | NIST LOT# |
|---|---|---|---|
| O2 | 18.0% | | CAP-421-3 |
| LEL | 50 ppm | | CAP-421-3 |
| CO | 100 ppm | | CAP-421-3 |
| H2S | 25 ppm | | CAP-421-3 |
| | | | |

Calibration gas expiration date: May 2016.

Service Technican: Brian Blazek

| Safety Concepts Service Centers | | Phone |
|---|---|---|
| Charlotte, NC | 10612-D Providence Road #231 Charlotte, NC 28277 | 704-577-3985 |
| Charleston, SC | 1643B Savannah Hwy. #187 Charleston, SC | 843-810-9977 |

# JOB HAZARD ANALYSIS

SAMPLE

SALMONS DREDGING CORP.
P.O. BOX 42
CHARLESTON S.C. 29402

| | Job or Task | Job Hazard Analysis For AET / City Of Charleston Storm Water Tunnel Repairs | | | |
|---|---|---|---|---|---|
| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
| 1 | Safety Meeting | Miscommunication between surface support personnel and welders in the tunnel. | A pre-job meeting will be conducted prior to any work, explaining the scope of work and all assigned tasks for each individual and any on-site | | J. Lares |
| 2 | Set up of work stations | Tripping hazards, personnel injury and confined space entry procedures | All equipment shall be secured in such a way as to prevent any tripping hazards, and injury to personnel or damaging of any equipment. Traffic control will remain in place until scope of work is completed. Traffic control shall include the concrete barriers, which are currently in place. | Stop all pruduction and assess the situation. If required, administer first aid and / or make necessary repairs to traffic control. If the emergency egress system is damaged the welding crew will evacuate the tunnel immediately | All |
| 3 | Safety equipment | Personal injury | All personal shall wear hard hats, steel toe boots, safety glasses, and hand protection. Access into confined space locations with permit or proper breathing apparatus only. | | |
| | | | Tag out procedure will be followed on all underwater mechanical devices | No diving operations is permitted until all underwater equipment is de-energized and tagged out with dive supervisors lock. | |
| | | Fouling or entanglement | Study dive area and anticipate obstructions, such as pumps and traveling screen frame and debris. Diver should remember which side of an obstruction he passed and return the same way. | Standby diver / Tender to assist, and watch divers work locations to help keep divers umbilical clear. | All |
| 4 | Equipment Check | Equipment Failure | All diving equipment will be op-checked prior to diving operations. Should any piece of dive equipment fail during dive operations , the dive shall be terminated until proper repairs are made. | | All |
| 5 | Diving Operations | Injury to diver or top-side personnel. | No diving operations shall be conducted when the risk to diver or top-side personnel is evident. All personnel will perform assigned job tasks in accordance with OSHA regulations 29CFR1910, Subpart T | | J. Lares |

# JOB HAZARD ANALYSIS

| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
|---|---|---|---|---|---|
| | | Entrance and exiting the water | Divers will access the work site by means of the steel ladder rungs cast into the concrete wall of the intake structure. While working above the waterline inside the traveling screen, divers will place scaffold boards on the existing screen frames and will exercise 100% tie off procedures in accordance with OSHA standars in fall protection. | | Diver |
| | | Underwater Burning | Divers will be using a Broco Ultrathermic underwater cutting torch to cut through the steel frames of the traveling screen. The broco torch will be hooked to a knife switch which breaks the current and will be stowed in an open position. The knife switch will be closed only at the divers request by the diver directing top-side personnel to make it hot. When done cutting the given piece, the diver willl then give the order to make it cold and top-side personnel will open the knife switch breaking the current to the divers torch. The radio operator will be the only person to operate the knife switch and will be operated in a well ventilated area on the upper level of the intake structure. | If for any reason the traveling screen becomes unstable during the removal of the steel frames, the dive will be terminated until the traveling screen can be stabilized and the diver can work on it in a safe manner. | J.Lares |
| | | Dropping of Tools or Plugs on diver | The diver will travel to the work site and rig each piece of steel frame work seperatly and in such a way that it will not become loose from the rigging and fall back into the water. The debris will only be removed with the divers request and will be completely removed from overhead of the diver before becoming untied from the rigging. | Verify through voice communications that diver is O.K. If not, then dive will be terminated. | All |

# JOB HAZARD ANALYSIS

| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
|---|---|---|---|---|---|
| | | | | | All |
| | | Drowning | Adequate training, periodic drills in emergency procedures, utilize proper equipment and assure that it is in good condition. Insure tenders and stand-by diver are competent and that appropriate stages and access are utilized. Support personnel will wear personal flotation devices while working on the lower level grating and directly above the waterline | Administer CPR, along with oxygen and get medical help immediately. Refer to Sec.8, Emergency Management Numbers,of the Dive Plan for all emergency contacts. In the event that an air evacuation is required the victim will be moved by medical personnel to a cleared area where the helicopter can safely land to transport the patient. | Diver |
| | | Loss of primary air supply | In the event that the diver loses his primary air supply, top-side personnel will switch to the back up air supply connected to the divers control station. If the problem is on the divers end of the umbilical the diver will then switch to his emergency bail out system, consisting of a 40 or 50 cu. ft scuba bottle, and will immediately exit the water. The pressure on the bail out bottle will be checked prior to the diver entering the water. | | Diver/ Crew |
| | | Loss of diver to top-side communications. | In case of loss of communications, the dive team shall switch to line pull signals and the diver shall exit the water immediately. | Repair communications wire on divers umbilical and /or replace communication module in divers helmet. If necessary, switch to back up dive radio. | All |
| | | Hypothermia | Dress appropriately for underwater temperature. | Change into dry clothes and gradually bring body temperature up. | Diver |
| | | Overexertion or exhaustion | Diver should know his limitations. Frequent breaks may be necessary to keep from becoming exhausted. | | Diver |

# JOB HAZARD ANALYSIS

| # | Basic Job Steps | Potential Hazards | Recommended Safe Procedures/ Means of Prevention | Action in case | Responsibility |
|---|---|---|---|---|---|
| | | Entrapment | Assess conditions before diving above or below gates, bulkheads, valves, etc., and be assured that safe clearance procedures are in effect. Tether all divers. | Stand-by diver assist when necessary. Give very careful attention to time and depths while diver is fouled to determine the need for recompression and treat as necessary. | All |
| | | Squeeze | Be knowledgeable regarding the many types of squeeze, sinus, lung, body masks, suits, etc., and always ensure that equalization is possible. | If the diver is unable to clear he will be removed from the water and the next diver in rotation will enter the water to continue production. Various treatments depending on type of squeeze. Refer to U.S. Navy Dive Manual. | Diver |
| | | | | | |
| | | Air Embolism | Diver shall be in good physical condition with no lung disorders. Diver will not be allowed to dive when experiencing pain in chest or colds. Breathe normally when diving. | Recompression in recompression chamber by trained personnel. | |
| | Prepared By: John Lares | | Reviewed By: Richard Salmons | | 3/5/2010 |

# EXHIBIT E

## SCHEDULE OF PRICES

| ITEM | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1. | Mobilization/Demobilization | 1 | LS | $ 49,675 | $ 49,675 |
| 2. | Ingress, egress, and safety service | 1 | ~~LS~~ Day | $ 19,225 | $ 19,225 |
| | **TOTAL LUMP SUM PRICE** | | | | $ 68,900.00 |

The above unit prices shall include all labor, materials, de-watering, shoring, removal, overhead, profit, permitting, insurance, taxes, fees, equipment, office supplies, traffic control, etc., to cover the finished work of the several kinds called for, including all plans and reports.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this Bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closed time for receiving bids.

3e.)

# COMMITTEE / COUNCIL AGENDA

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Steve Bedard **DEPT.** BFRC

**SUBJECT:** PREVENTATIVE MAINTENANCE SERVICES FOR THE GAILLARD CENTER

**REQUEST:** Approval to purchase Preventative Maintenance Services for the Gaillard Center from Johnson Controls, Inc., 4415 Sea Ray Drive, Charleston, SC 29405-8401.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | ☐ | ☐ | | ☐ |
| Cap. Proj. Cmte. Chair | ☐ | ☐ | | ☐ |
| BFRC | X | ☐ | | ☐ |
| Procurement Director | X | ☐ | Gary Cox | ☐ |

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

If yes, provide the following: Dept./Div.: 171310 Account #: 52206

Balance in Account $151,260.66 Amount needed for this item * $105,650.00

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

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

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:*** *This is a five year contract with an incremental increase each year. Amount needed is for the 1st year of the contract. By approving this contract, Council is approving the 5 year contract with incremental increase each year, as noted on page 21 of the contract.

**Mayor's Signature:** _____
Joseph P. Riley, Jr., 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:** Parks

**PRODUCT:** Maintenance for the Gaillard Center

**REQUISITION NUMBER:**

**VENDOR:** Johnson Controls

**DATE:**

1. Please state the use for this/these service(s).
   Provide interim facility preventative maintenance services at The Gaillard Center.

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

   The Gaillard Center's heating, ventilating and air conditioning systems consist of a significant amount of Johnson Controls equipment including chillers, fan coil units, split systems, and VAV boxes. Also, Johnson Controls currently has an existing agreement to provide premium maintenance services in 28 city operated facilities.

3. Please explain in detail why this product is considered a sole source.

   The Gaillard Center consists of a Johnson Controls Metasys Facility Management System (FMS). Johnson Controls is the sole manufacturer of this system. It is vital to the long term operation of the Gaillard Center. Johnson Controls is the most qualified provider to develop and maintain the HVAC Systems located throughout this facility..

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

   ____YES or NO ____

   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.

   Please see item number three.

SIGNATURE _____ TITLE Director / Building operations

# Planned Service

| | |
|---|---|
| CUSTOMER<br>**GAILLARD MANAGEMENT CENTER** | |
| LOCAL JOHNSON CONTROLS OFFICE<br>**4415 SEA RAY DR**<br>**CHARLESTON , SC 29405-8401** | |
| AGREEMENT START DATE:<br>**1/18/2016** | |
| PROPOSAL DATE:<br>**12/8/2015** | |
| ESTIMATE NO:<br>**1-BKPQ031** | |

## Partnering with you to deliver value-driven solutions

**A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.**

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

YORK BY JOHNSON CONTROLS

METASYS BY JOHNSON CONTROLS

Johnson Controls

# Executive Summary

PLANNED SERVICE PROPOSAL FOR GAILLARD MANAGEMENT CENTER

Dear Ed Anderson,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 year with 4 one year options - starting 1/18/2016 and ending 12/31/2016.
- The agreement price for first year is $105,650.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Jack P. Mills
Account Executive

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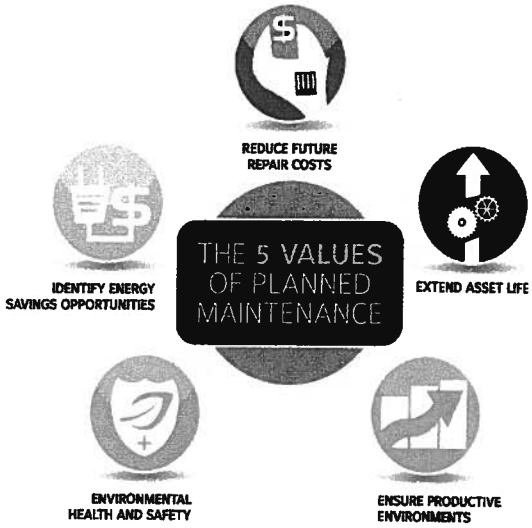
# Benefits of Planned Service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.




With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify Energy Savings Opportunities**
   Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce Future Repair Costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend Asset Life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure Productive Environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished

5. **Promote Environmental Health and Safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

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## Personalized Account Management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

## A Culture of Safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

## Commitment to Customer Satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

## Energy & Sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

## The Value of Integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, *Corporate Responsibility Magazine* recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

# Service Plan Methodology

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As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

## Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

## Emergency Services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

## Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

## Approval Process for Non-Covered Items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

## Chiller Condenser Coil Cleaning

Dirty, damaged and/or oxidized condenser coils can impair the unit's ability to reject heat to its surroundings. This can have a negative impact on occupant comfort as the unit will trip one of its safeties when it is needed most (i.e. during the hottest months of the year). Condensers with dirty coils require more energy to generate the same cooling capacity. Dirty coils also raise the compressor winding temperatures which may ultimately reduce the life of the equipment.

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Johnson Controls technicians will clean the condenser coils on a regular schedule, improving efficiency and minimizing potential issues caused by elevated temperatures.

### Condenser Coil Cleaning

Johnson Controls technicians will clean the condenser coils on a regular basis. Dirty, damaged and/or oxidized condenser coils can impair the unit's ability to reject heat to its surroundings. This can have a negative impact on occupant comfort as the unit will trip one of its safeties when it is needed most (i.e. during the hottest months of the year). Condensers with dirty coils require more energy to generate the same cooling capacity. Dirty coils can also raise the compressor winding temperature, which may ultimately reduce the life of the equipment.

### Filter Replacement

Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

## Summary of Services and Options

### Comprehensive and Operational Inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

## Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

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We'll be your building technology services partner

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## Planned Service Agreement

Customer Name: GAILLARD MANAGEMENT CENTER
Address: 77 CALHOUN ST CHARLESTON SC 29401-3506
Proposal Date: 12/8/2015
Estimate #: 1-BKPQ031

## Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

## Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

## Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

## Term / Automatic Renewal

This Agreement takes effect on 1/18/2016 and will continue until 12/31/2016 ("Original Term"). The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term".

## Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

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## Price and Payment Terms

The total Contract Price for JCI's Services during the 1st year is $105,650.00. This amount will be paid to JCI in Monthly installments. Pricing for each subsequent year is set forth in the Supplemental Price and Payment Terms. All payments will be due and payable within 30 days of the invoice date and such timely payment by Customer shall be a condition precedent to JCI's obligation to perform its Services. A penalty of one and a half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date.

Invoices will be sent to the following location:

City Of Charleston
Attn: Accounts Payable
Po Box 853
Charleston SC 29402

**This proposal is valid until 12/31/2015.**

**JOHNSON CONTROLS Inc.**

**By:** Jack Mills

**Signature** :

**Title: Account Executive** **Date:**

**Signature:**

**Title:** **Date:**

**By:**

**Signature:**

**Title:** **Date:**

**Customer PO#:**

**JCI Branch:** JOHNSON CONTROLS CHARLESTON SC CB - 0N94

**Address:** 4415 SEA RAY DR
CHARLESTON SC 29405-8401

**Branch Phone:** (866) 818-5463

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Schedule A

**Equipment List (Selected Equipment to be serviced)**

| Site | | | Address | | |
|---|---|---|---|---|---|
| GAILLARD MANAGEMENT CENTER | | | 77 CALHOUN ST CHARLESTON SC 29401-3506 | | |
| **Qty** | **Equipment** | **Services Provided** | **# Per Year** | **Coverage Type** | **Extended Coverage** |
| 2 | Chiller, Air Cooled, VSD Screw, 251-400 Tons | | | Basic | NA |
| | | Operational | 3 | | |
| | | Condenser Coil Cleaning (with louvers) | 1 | | |
| | | Comprehensive | 1 | | |
| | | VSD Coolant Change | 1 | | |
| | | Vibration Analysis | 1 | | |
| | | Oil Analysis (2 Circuits) | 1 | | |
| 4 | Air Handling Unit (AHU), Variable Frequency Drive (VFD), <15 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 2 | Air Handling Unit (AHU), Mixed Air, <15 HP | | | Basic | NA |

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| | | | | | |
|---|---|---|---|---|---|
| | | Operational | 3 | | |
| | | Standard Pleated Filter Change | 4 | | |
| | | Comprehensive | 1 | | |
| 6 | Air Handling Unit (AHU), Variable Frequency Drive (VFD), 15-30 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 3 | Air Handling Unit (AHU), Mixed Air, 15-30 HP | | | Basic | NA |
| | | Standard Pleated Filter Change | 4 | | |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 4 | Air Handling Unit (AHU), Variable Frequency Drive (VFD), >60 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 2 | Air Handling Unit (AHU), Mixed Air, >60 HP | | | Basic | NA |
| | | Standard Pleated Filter Change | 4 | | |
| | | Operational | 3 | | |

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| | | | | | |
|---|---|---|---|---|---|
| | | Comprehensive | 1 | | |
| 1 | Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Standard Pleated Filter Change | 4 | | |
| | | Comprehensive | 1 | | |
| 7 | Fan, Exhaust Fan, Ceiling Mounted, 0 - 5HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| | | Belt Change | 1 | | |
| 12 | Fan, Exhaust Fan, Roof Mounted, 0-5 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| | | Belt Change | 1 | | |
| 1 | Fan, Exhaust Fan, Roof Mounted, 6-15 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| | | Belt Change | 1 | | |

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| | | | | | |
|---|---|---|---|---|---|
| 4 | Pump, Chilled Water, 11-50 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 4 | Pump, Variable Frequency Drive (VFD), 15-30 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 2 | Pump, Variable Frequency Drive (VFD), 15-30 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 2 | Heat Pump, Air Cooled, 0-5 Tons | | | Basic | NA |
| | | Condenser Coil Cleaning | 1 | | |
| | | Return Air Filter Change | 4 | | |
| | | Operational (Mid Season) | 2 | | |
| | | Cooling Comprehensive | 1 | | |
| | | Heating Comprehensive | 1 | | |
| 1 | Heat Pump, Air Cooled, 5.5-10 Tons | | | Basic | NA |
| | | Heating Comprehensive | 1 | | |
| | | Condenser Coil Cleaning | 1 | | |

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| | | | | | |
|---|---|---|---|---|---|
| | | Return Air Filter Change | 4 | | |
| | | Cooling Comprehensive | 1 | | |
| | | Operational (Mid Season) | 2 | | |
| 5 | Humidifier All | | | Basic | NA |
| | | Operational | 1 | | |
| | | Comprehensive | 1 | | |
| 78 | VAV Box, All Types | | | Basic | NA |
| | | Operational | 1 | | |
| | | Comprehensive | 1 | | |
| 1 | Cooling Tower, Spray Distribution, <300 Tons | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 1 | Block Hours - Mechanical Heavy | | | Basic | NA |
| | | Preventive Maintenance | 4 | | |
| 4 | Controls (Controller/End Devices), Supervisory/Server/UI, Johnson Controls, 0-25000 points | | | Basic | NA |
| | | Operational | 4 | | |
| 2 | Controls (Controller/End Devices), Central Cooling Plant, Johnson Controls, 0-50 points | | | Basic | NA |

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| | | | | | |
|---|---|---|---|---|---|
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 7 | Controls (Controller/End Devices), Air Handling Unit (AHU), Johnson Controls, 21-60 points | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 3 | Controls (Controller/End Devices), Roof Top Unit (RTU), 3rd Party, 0-20 points | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 78 | Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points | | | Basic | NA |
| | | Operational | 1 | | |
| | | Comprehensive - Full Inspection | 1 | | |
| 3 | Controls (Controller/End Devices), Heat Pump, Johnson Controls, 0-50 points | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |

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| | | | | | |
|---|---|---|---|---|---|
| 20 | Controls (Controller/End Devices), Generic Input/Output, Johnson Controls, 0-20 points | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 1 | Block Hours - Controls | | | Basic | NA |
| 2 | Terminal Product, Fan Coil Unit (FCU), Horizontal Air Flow, 300-1200 CFM | | | Basic | NA |
| | | Operational | 3 | | |
| | | Air Filter Change | 4 | | |
| | | Comprehensive | 1 | | |

| Site | Address |
|---|---|
| GAILLARD MOB | 2 GEORGE ST CHARLESTON SC 29401-3582 |

| Qty | Equipment | Services Provided | # Per Year | Coverage Type | Extended Coverage |
|---|---|---|---|---|---|
| 1 | Roof Top Unit (RTU), Cooling/Electric Heating, with Economizer, 25.5-60 Tons | | | Basic | NA |
| | | Electric Heating Comprehensive (with Economizer) | 1 | | |
| | | Condenser Coil Cleaning | 1 | | |

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| | | | | | |
|---|---|---|---|---|---|
| | | Return Air Filter Change | 4 | | |
| | | Cooling Comprehensive (with Economizer) | 1 | | |
| | | Operational (Mid Season - Cooling/Heating with Economizer) | 2 | | |
| | | Belt Change | 1 | | |
| 1 | Air Handling Unit (AHU), Make-Up Air Unit (MAU), 15-30 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Standard Pleated Filter Change | 4 | | |
| | | Comprehensive | 1 | | |
| | | Evaporator Coil Cleaning | 1 | | |
| 6 | Packaged, Commercial, Self Contained, <40 Tons | | | Basic | NA |
| | | Operational | 3 | | |
| | | Return Air Filter Change | 4 | | |
| | | Comprehensive | 1 | | |
| | | Belt Change | 1 | | |
| | | Evaporator Coil Cleaning | 1 | | |
| 2 | Pump, Circulating, 11-50 HP | | | Basic | NA |

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| | | | | | |
|---|---|---|---|---|---|
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 1 | Computer Room Unit, with Remote Condenser, 5-12.5 Tons | | | Basic | NA |
| | | Comprehensive | 1 | | |
| | | Condenser Coil Cleaning | 1 | | |
| | | Standard Pleated Filter Change | 4 | | |
| | | Operational | 3 | | |
| 114 | VAV Box, All Types | | | Basic | NA |
| | | Operational | 1 | | |
| | | Comprehensive | 1 | | |
| 6 | Controls (Controller/End Devices), Air Handling Unit (AHU), 3rd Party, 0-20 points | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |
| 1 | Controls (Controller/End Devices), Roof Top Unit (RTU), 3rd Party, 0-20 points | | | Basic | NA |
| | | Operational | 3 | | |
| | | Comprehensive | 1 | | |

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| | | | | | |
|---|---|---|---|---|---|
| 114 | Controls (Controller/End Devices), Variable Air Volume (VAV), Johnson Controls, 0-25 points | | | Basic | NA |
| | | Operational | 1 | | |
| | | Comprehensive - Full Inspection | 1 | | |
| 1 | Controls Software, Supervisory/Server/UI, Johnson Controls, ADS | | | Basic | NA |
| | | Install ADS & NxE software (supplied with Software Upgrade/Subscription) - 1 to 5 NxE's | 1 | | |
| | | ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only | 1 | | |
| 1 | Air Handling Unit (AHU), Make-Up Air Unit (MAU), <15 HP | | | Basic | NA |
| | | Operational | 3 | | |
| | | Standard Pleated Filter Change | 4 | | |
| | | Comprehensive | 1 | | |

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## Supplemental Price & Payment Terms

| Year | Total Annual Dollar Amount | Payment Frequency |
|---|---|---|
| Year1 | $105,650.00 | Monthly |
| Year2 | $108,819.00 | Monthly |
| Year3 | $112,084.00 | Monthly |
| Year4 | $115,446.00 | Monthly |
| Year5 | $118,910.00 | Monthly |

## Special Additions & Exceptions

Additional service will be available upon request at our regular rates less 10%.
After hours, weekend, and Holiday service will be available at our overtime and Sunday & Holiday rate.

Regular rates:

| | | | |
|---|---|---|---|
| Chiller | $125.00 | Less 10% | $112.50 |
| Mechanic | $109.00 | Less 10% | $ 98.10 |
| Controls Technician | $171.00 | Less 10% | $153.90 |

Overtime Rates:

| | | | |
|---|---|---|---|
| Chiller | $187.50 | Less 10% | $168.75 |
| Mechanic | $163.50 | Less 10% | $147.15 |
| Controls Technician | $256.50 | Less 10% | $230.85 |

Sunday & Holiday Rates:

| | | | |
|---|---|---|---|
| Chiller | $250.00 | Less 10% | $225.00 |
| Mechanic | $218.00 | Less 10% | $196.20 |
| Controls Technician | $342.00 | Less 10% | $307.80 |

Note: Rates valid for 2016 only.

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**[END OF DOCUMENT]**

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# COMMITTEE / COUNCIL AGENDA

3f.)

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Wes Ratterree **DEPT.** Information Technology

**SUBJECT:** REMOTE HOSTING SERVICES FOR DISASTER RECOVERY

**REQUEST:** APPROVAL OF RENEWAL OF REMOTE HOSTING SERVICES OF CITY DATA AND SYSTEMS IN SUPPORT OF DISASTER RECOVERY OPERATIONS.

STATE CONTRACT #: 4400002985.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Information Technology | x | | | x |
| Procurement | x | | | x |
| | | | | |
| | | | | |

***FUNDING:*** Was funding previously approved? Yes [x] No [ ] N/A [ ]

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

Balance in Account $67,866.00 Amount needed for this item $67,866.00

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

***NOTES:*** Provides for the renewal of redundant storage of primary City systems at a remote site (Greenville, SC) to allow continued City operations in the event of a natural or man-made disaster that impacts City computer systems. Invoiced monthly at $5,655.50 for an annual total of $67,866.00.

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:***

**Mayor's Signature:**

**Joseph P. Riley, Jr., 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.**

Immedion
Cloud | Colocation | Managed Services

| Bill To: |
|---|
| City of Charleston<br>Attn: Wes Ratterree<br>Accounts Payable<br>32 Ann Street<br>Charleston, SC 29403 |

| Date | Invoice |
|---|---|
| 01/01/2016 | 38323 |

| Terms | Due Date | PO Number | Reference |
|---|---|---|---|
| Net 15 days | 01/16/2016 | P133179 | Monthly Billing for January |

| | Quantity | Price | Amount |
|---|---|---|---|
| Agreement: 1861 | | | |
| MGD-CUSTOM-CHS: Custom Managed Solution | 17.00 | $35.00 | $595.00 |
| BW-IP-AVL: IP addresses | 8.00 | $1.00 | $8.00 |
| SEC-MFWUNL-AVL: Managed Firewall - Security Plus Bundle - Unlimited Node License | 1.00 | $250.00 | $250.00 |
| CLD-HYBRIDXCONN-AVL: Hybrid Cloud Data Center Cross Connect | 1.00 | $35.00 | $35.00 |
| BW-BST1000-AVL: Internet Bandwidth Burstable to 1000Mb/sec | 100.00 | $4.00 | $400.00 |
| COLO-RCKUNIT-AVL: Single Rack Unit Colocation in Shared Cabinet | 1.00 | $49.00 | $49.00 |
| Agreement: 2521 | | | |
| CLD-ERC-CHS: Server 1<br>Enterprise Recovery Cloud | 1.00 | $4,318.50 | $4,318.50 |

| Remit check payments to the following address: | | |
|---|---|---|
| Immedion LLC<br>CL 900048<br>PO Box 100125<br>Columbia, SC 29202-3125 | **Invoice Subtotal:** | $5,655.50 |
| | **Sales Tax:** | $0.00 |
| | **Invoice Total:** | **$5,655.50** |

We value our customers and appreciate your business.
Questions about your invoice? Contact our accounting office at 864.908.3000 or by email to AR@Immedion.com.

Immedion

Immedion, LLC
78 Global Dr.
Suite 100
Greenville, SC 29607

# IMMEDION, LLC
# MASTER SERVICE AGREEMENT ("MSA")

These General Terms and Conditions are incorporated by reference into each Service Order Form between Immedion, LLC ("Immedion") and Client. In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions**

(a) Agreement. "Agreement" means a Service Order Form. these General Terms and Conditions, and any exhibits and/or appendices attached thereto or hereto. Notwithstanding the fact that these General Terms and Conditions may be incorporated by reference into more than one Service Order Form, each Agreement is a separate and distinct contract.

(b) Client. "Client" means the client identified on the Service Order Form.

(c) Client Equipment. "Client Equipment" means all Equipment other than Immedion Equipment.

(d) Confidential Information. See Section 3.

(e) Equipment. "Equipment" means all hardware, software, equipment, tools, or other tangible personal property.

(f) Immedion Equipment. "Immedion Equipment" means all Equipment supplied or used by Immedion in connection with performance of the Services.

(g) Service Order Form. "Service Order Form" means a separately executed document that describes Services to be purchased by Client, including any fees, charges, and additional terms that may apply.

(h) Services. "Services" means those services that Immedion provides to Client pursuant to, and as more fully described in, the Service Order Form.

**2. Fees and Payments**

(a) Fees. For the Services, Client shall pay the fees set forth on the Service Order Form. Except as set forth on the Service Order Form, regardless of whether Client has commenced use of the Services, Client's payment obligations for the Services shall commence on the date on which the applicable Service is first provisioned by Immedion and made available for use by Client. Notwithstanding the foregoing, to the extent Immedion's power company increases Immedion's power costs, Immedion has the right to increase the fees charged to Client hereunder in direct proportion to the power cost increase, effective as of the next calendar month following the power cost increase. Immedion shall provide adequate supporting documentation to Client prior to any price increase

(b) Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of Immedion.

(c) Payment Terms. All recurring charges shall be due and payable in advance no later than the first business day of the month. All non-recurring charges shall be due immediately as of the date on which Immedion commences providing the applicable Service. Client shall pay all charges upon receipt of the invoice from Immedion, and payment shall be past due if not paid as of ten (10) days after the due date. Late payments will accrue interest at the lower of 1.5% per month or the highest rate permitted by law. If Client is late with more than one payment, Immedion may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. All costs associated with collecting delinquent payments, including reasonable attorney's fees, shall be added to the unpaid balance and paid by Client.

**3. Confidentiality**

(a) Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (ii) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information of Immedion includes, without limitation, the pricing and terms of this Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information. This Agreement is intended to cover Confidential Information received by the receiving party both prior and subsequent to the date hereof.

(b) Exceptions. Notwithstanding the above, the term "Confidential Information" shall not include any information that is:

(i) available from public sources or in the public domain, through no fault of the receiving party; or

(ii) received at any time from any third party who, to the best of the receiving party's knowledge, has no non-disclosure obligation to the disclosing party; or

(iii) readily discernible from publicly-available products or literature; or

(iv) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

(c) Compelled Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

(d) Survival. Notwithstanding anything else to the contrary in this Agreement, all obligations created by this Agreement shall survive for the longer of (i) two (2) years from the date hereof, or (ii) two (2) years from any termination or expiration of the last-to-expire Agreement. Notwithstanding the foregoing, with respect to Confidential Information described in this Section 3, the provisions of this Agreement shall survive indefinitely.

**4. Warranties, Disclaimers, and Indemnification**

(a) Equipment. If Client purchases any Equipment from Immedion, the Equipment is provided to Client "as is, where is." If the manufacturer provides a warranty on the Equipment, Client shall be considered the record owner of the Equipment for purposes of such warranty, to the extent such warranty follows the Equipment. Client's only recourse for any issue with the Equipment lies with the manufacturer.

(b) Disclaimer. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE SERVICES AND ANY IMMEDION EQUIPMENT OR FACILITIES IS AT ITS OWN RISK. IMMEDION DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESSLY DESCRIBED ELSEWHERE IN AN AGREEMENT, CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE ASSOCIATED WITH THE SERVICES, INCLUDING ANY LOSS OR DAMAGE TO DATA STORED AT OR TRANSFERRED THROUGH ANY IMMEDION FACILITY OR IMMEDION EQUIPMENT. The Services do not constitute a bailment.

(c) Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or Equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

(d) Limitation of Liability. Except for the willful misconduct or gross negligence of Immedion, Immedion will not be liable for unauthorized access to Client's Equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method. Immedion's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to Immedion in respect of the Services giving rise to the claim.

(e) Indemnification. Client shall be responsible for any and all liability, damages, expenses, causes of action, suits, claims or judgments arising during the Term of this Agreement from injury to person or property as a result the conduct of the Client, its officers and its employees in the performance of its obligations under this Agreement. The Client acknowledges that it is insured to the limits set forth in the South Carolina Tort Claims Act (S.C. Code Ann. Sec. 15-8-10 et seq., as amended).

**5. Term and Termination**

(a) Term. The term of this Agreement will commence on the Effective Date set forth on the Service Order Form and continue for the initial term set forth on the Service Order Form (the "Initial Term"), except that, if the Initial Term would ordinarily expire other than on the last day of a calendar month, the Initial Term shall extend through the end of that calendar month. Thereafter, this Agreement shall renew for successive additional terms of one (1) year (each a "Renewal Term"), upon written consent of both parties. The fees applicable to any Renewal Term shall be Immedion's standard fees for the applicable Services as of the start of the Renewal Term.

(b) Termination.

(i) Either party may terminate an Agreement if the other party materially breaches any term or condition of the Agreement and fails to cure such breach, if capable of cure, within thirty (30) days after receipt of written notice of the same. If Immedion terminates an Agreement on account of a breach by Client, Client shall pay a termination fee equal to the minimum monthly charges hereunder multiplied by the number of months remaining in the then current term.

(ii) Upon the effective date of expiration or termination of an Agreement, (a) Immedion will immediately cease providing the Services, and (b) any and all payment obligations of Client under this Agreement will become due and payable in full immediately.

**6. General**

(a) Usage of Immedion Facilities. With respect to Immedion's physical premises, Client (including its employees, agents, contractors, or customers) shall at all times abide by Immedion's Acceptable Use Policy, as it shall be amended from time to time by Immedion in its sole discretion. The Acceptable Use Policy is currently posted on Immedion's website.

(b) Acceptable Use of Internet. Client (including its employees, agents, contractors, or customers) is responsible for abiding by Immedion's Acceptable Use as it shall be amended from time to time by Immedion in its sole discretion. The Acceptable Use Policy is currently posted on Immedion's website.

(c) Third Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, Immedion and Client, and this Agreement will not be deemed to create any rights in third parties.

(d) Force Majeure. Immedion shall be excused from any delay or failure to perform hereunder caused by reason of any occurrence or contingency beyond its reasonable control, provided that either party shall have the right to terminate the affected Service Order Form(s) in the event such delay or failure continues for more than two (2) full days.

(e) Governing Law; Dispute Resolution. This Agreement shall be governed by the substantive laws of the United States of America, State of South Carolina, without regard to its or any other jurisdiction's laws governing conflicts of law.

(f) Assignment or Transfer. This Agreement may not be assigned by either party in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Immedion may assign this MSA to an affiliate or division so long as Immedion exercises management control over or owns a controlling interest in or is under common control with such affiliate or division. In addition, both Immedion and Customer have the unrestricted right to assign its rights and obligations under this MSA to any individual, corporation or other business entity which acquires all or substantially all of its shares or assets, and upon such assignment, the assigning party shall be released of all its obligations under this Agreement arising from and after the date of such assignment.

(g) Independent Relationship. Neither party shall have the authority to enter into any contract on behalf of the other party without that party's express written consent. Neither party shall make any representation or incur any obligation in the name of or on behalf of the other party. Nothing in this Agreement shall be construed as or constitute an appointment of either party as the agent for the other.

(h) Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if mailed, certified mail, return receipt requested, with postage prepaid, to the addresses listed on the Service Order Form or to such other address as either party may notify the other in writing.

(i) Waiver. No waiver of any breach of this Agreement will be deemed to constitute a waiver of any subsequent breach of the same or any other provision. A failure or delay of either party to enforce at any time any of the provisions of this Agreement, or to require at any time performance of any of the provisions hereof, shall in no way be construed as a waiver of such provision of this Agreement.

(j) Entire Agreement. This Agreement, together with the exhibits and appendices attached to it, if any, constitutes the entire agreement of the parties with respect to the matters described herein, superseding in all respects any and all prior proposals, negotiations, understandings and other agreements, oral or written, between the parties. In the event of a conflict between the terms and conditions set forth these General Terms and Conditions and any other part of an Agreement, the provisions of these General Terms and Conditions shall control, except only to the extent that the parties expressly provide otherwise in writing by reference to their intent to override this paragraph.

(k) Amendment. This Agreement may be amended only by the written agreement of both parties.

(l) Survival of Certain Provisions. Each party hereto covenants and agrees that the provisions in Sections 1, 4, and 6, in addition to any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement, shall survive the expiration or termination of this Agreement.

**IMMEDION, LLC**

By: _____

Print: _____

Title: _____

Date: _____

**CITY OF CHARLESTON**

By: _____

Print: _____

Title: Stephen A. Bedard
Chief Financial Officer
City of Charleston

Date: 1/29/10

# COMMITTEE / COUNCIL AGENDA

4.)

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Stephen A. Bedard **DEPT.** BFRC

**SUBJECT:** POLICE DEPARTMENT- SC DEPARTMENT OF PUBLIC SAFETY

**REQUEST:** To approve submission of the 2016 Justice Assistance Grant (JAG) SC Department of Public Safety grant application in the amount of $76,347 to continue funding the Criminal Domestic Violence Investigator, travel, training and supplies.

**COMMITTEE OF COUNCIL:** W&M **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | ☒ | ☐ | | ☒ |
| Cap. Proj. Cmte. Chair | ☐ | ☐ | | ☐ |
| Police Department | ☒ | ☐ | | ☐ |
| Grants Manager | ☒ | ☐ | | ☐ |

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

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

Balance in Account _____ Amount needed for this item _____

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

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

**CFO's Signature:** Amy Wharam

***FISCAL IMPACT:***

A city match is required in the amount of $7,635

**Mayor's Signature:** _____
Joseph P. Riley, Jr. Mayor

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

# STATE OF SOUTH CAROLINA
# DEPARTMENT OF PUBLIC SAFETY
## Office of Highway Safety and Justice Programs
### Justice Assistance Grant Program

Grant #

App # T16139

### To Be Completed by Project Director

**Section 1**

County Name: 10 - CHARLESTON

Other county/counties this project will serve: 08-Berkeley

**Section 2**

Grant Period: 1 Year

Begin: 7/1/2016

End: 6/30/2017

**Section 3**

Project Title: Domestic Violence Investigator: Continuation

**Section 4**

Project Summary (max. 300 characters):

The purpose of this project is to continue the progress realized by the grant-funded DV Investigator in the previous 2 years. The project goals are:

a) Increase the number and quality of DV cases considered by the department,
b) Introduce knowledge and procedures that institutionalize proactive treatment of DV incidents and victim needs.

The Investigator will continue to refine, build and enhance processes and relationship between the courts, officers, and victims.

**Section 5**

Type of Application

a. Continuation

b. Year of Funds : 1

Other:(Specify)

c. Reimbursable

**Section 6**

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 01,06

**Section 7**

Agency DUNS number*: (fedgov.dnb.com/webform) 077990786

Has your agency registered with Central Contractor Registration (CCR)?* **Yes** (www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN:

57-6000226

Agency Name: Charleston Police Department

Address: 180 Lockwood Drive

City: Charleston

State: South Carolina

(Please use the Name/Address above instead of this field) Name and Address of Implementing Agency:

10 Digit Zip: 29403-5152

(Area) Phone #: 843-720-3782

(Area) Fax #: 843-579-7518

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

Section 8

## BUDGET

Use whole dollars only (For example: $1,500 not $1,500.00)

| a. BUDGET CATEGORIES | GRANTOR | AGENCY MATCH | TOTAL |
|---|---|---|---|
| Personnel | $64,701 | $7,189 | $71,890 |
| Contractual Services | $0 | $0 | $0 |
| Travel | $1,582 | $176 | $1,758 |
| Equipment | $0 | $0 | $0 |
| Other | $2,429 | $270 | $2,699 |
| TOTAL: | $68,712 | $7,635 | $76,347 |
| b. PERCENTAGE: | 90 % | 10 % | 100 % |

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: City

Other (Explain):

WHOLE DOLLARS ONLY

**BUDGET DESCRIPTION**

Page 2

MATCHING FUNDS CATEGORIES

| | | | GRANTOR | CASH | TOTAL |
|---|---|---|---|---|---|
| **PERSONNEL** | | | | | |
| SALARIES<br>Position Title | % of Time On Project | Quantity | | | |
| Domestic Violence Investigator | 100 | 1 | $46,436 | $5,160 | $51,595 |
| | | TOTAL SALARIES: | $46,436 | $5,160 | $51,595 |
| **EMPLOYER CONTRIBUTIONS (Fringe Benefits)** | | | | | |
| | % or Rate | X Base | | | |
| Social Security & Medicare (FICA) | 7.65 | 1 | $3,707 | $412 | $3,947 |
| Retirement | 13.74 | 1 | $6,658 | $740 | $7,089 |
| Worker's Compensation Insurance | 2.80 | 1 | $1,302 | $145 | $1,447 |
| Unemployment Insurance (on first $7,000 only) | .1512 | 1 | $74 | $8 | $78 |
| Health Insurance | 14.66 | 1 | $8,501 | $945 | $7,565 |
| Dental Insurance | | | $0 | $0 | $0 |
| Pre-Retirement Death Benefit | | | $0 | $0 | $0 |
| Accident Death Benefit (Police Officers) | .1376 | 1 | $67 | $7 | $71 |
| Other Employer Contributions (Itemize) | .19 | 1 | $92 | $10 | $98 |
| **TOTAL EMPLOYER CONTRIBUTIONS:** | | | $18,266 | $2,030 | $20,295 |
| | | TOTAL PERSONNEL: | $64,701 | $7,189 | $71,890 |
| **CONTRACTUAL SERVICES:** | | | | | |
| (Itemize - DO NOT include professional fees for doctors, psychologists, etc. ) | | | | | |
| | | | $0 | $0 | $0 |
| | | TOTAL CONTRACTUAL SERVICES | $0 | $0 | $0 |
| **TRAVEL:** | | | | | |
| (Itemize-include mileage, airline cost, lodging, per diem, parking, car rental) | | | | | |
| Per Diem | | | $230 | $26 | $256 |
| Ground Transport | | | $126 | $14 | $140 |
| Flight | | | $675 | $75 | $750 |
| Lodging | | | $551 | $61 | $612 |
| | | TOTAL TRAVEL: | $1,582 | $176 | $1,758 |

Show Section 2-A **Disabled**

USE WHOLE DOLLARS ONLY

**BUDGET DESCRIPTION**

Page 3

**MATCHING FUNDS**

**CATEGORIES**

**EQUIPMENT ($1,000 or more per Unit):**

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software

| ITEM | QUANTITY | GRANTOR | CASH | TOTAL |
|---|---|---|---|---|
| | | $0 | $0 | $0 |
| | TOTAL EQUIPMENT: | $0 | $0 | $0 |

**Other:**

| | | | | |
|---|---|---|---|---|
| Training & Registration Fees | 1 | $495 | $55 | $550 |
| Presentation & Printing Materials | 1 | $540 | $60 | $600 |
| Cellular Data Service | 1 | $1,394 | $155 | $1,549 |
| | TOTAL OTHER: | $2,429 | $270 | $2,699 |

# BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

Budget Narrative

Personnel

Salaries
The salary rates reflected will be used to fund a Domestic Violence (DV) Investigator for 100% time and effort. The base salary reflects the promotion that the DV Investigator received in September 2015. The base salary includes a 2% 2016 COLA increase. Base salaries for officers are also projected to increase by 5% in 2016. This estimate is also reflected in the base salary. No overtime is requested in this application.

Fringe Benefits
The grant will provide the following for the DV Investigator. The fringes are as follows: Social Security and Medicare (FICA), Retirement, Worker's Compensation Insurance, Health/Dental Insurance, Disability, Life Insurance, and Unemployment. The benefits reflect the 2016 City Budget rates.

Travel

Per Diem
The per diem would cover meals and incidentals for the DV Investigator while away on training. The $64/day estimate for 4 days is based on the 2016 GSA rates for San Diego, CA.

Ground Transport
These funds would cover the cost of a rental car or public transport for the DV Investigator while away on training.

Flight
These funds would purchase 1 roundtrip ticket with baggage and fees to San Diego, CA from Charleston, SC. The location for the Winter 2016 strangulation training is used as an estimate for flight expenses.

Lodging
These funds would cover hotel costs for the DV Investigator while away on training. The $153/day estimate for 4 days is based on the 2016 GSA rates for San Diego, CA.

Other

Training Registration Fees
The registration fees would be used to enroll in training that would enhance the knowledge, skills and abilities of the DV Investigator. The requested training is an Advanced Strangulation course hosted by the Strangulation Training Institute.

Presentation & Printing Materials
The funds would be used to print in-car Quick Reference Guide and DV Law Guidebooks. In addition, they would be used to purchase materials to educate and engage community partners at DV vigil and awareness events.

Cell Phone Service
This line item would fund the wireless data service contract for 12 months for the grant-funded cellular devices and the computer aircard. These devices are used exclusively by the DV Investigator.

## BUDGET NARRATIVE (Continued)

GRANT NO. [ ]



## ACCEPTANCE OF AUDIT REQUIREMENTS

**PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes**

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning [January 1, 2016] Ending [December 31, 2016]
2. Audit will be submitted to Accounting - Grants by: [September 30, 2017] (Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**

# PROGRAM NARRATIVE

1) **PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

Jurisdiction

There are an estimated 133,579 residents living within the corporate limits of the City of Charleston [2]. This makes her the 2nd largest and fastest growing city in South Carolina. The Charleston Metropolitan Statistical Area (MSA), comprising Charleston, Berkeley, and Dorchester Counties (Tricounty area), has a population of over 712,000. The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Residents of the Tricounty area commute to the City of Charleston for work, business, recreation, and worship on a regular basis. Additionally, the City of Charleston has been named the #1 city to visit in the United States by Conde Nast and Travel & Leisure magazines for the past 3 years. This distinction has rapidly increased the city's tourism and urbanization, drawing over 5 million visitors annually. Finally, the distinction has contributed to increased overall growth. Charleston is 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

Problem Statement

Despite the level of investment in our city, education and opportunities in the area, domestic violence cases have maintained steady numbers over the past 3 years. While this may be a positive indicator considering the 43 citizens per day population increase, the Family Violence Unit (FVU) and the Charleston Police Department (CPD) wants to see these numbers dramatically decrease [1]. Overall, violent crime has decreased over the past 10 years in the City of Charleston [SEE: Violent Crime]. However, CPD domestic violence aggravated assaults have met or will exceed the 2013 totals by the end of 2015 [SEE: YTD Incident Data].

South Carolina ranks worst in the nation for men killing women [6]. As of 2012, at least 22.6% of murder victims were related to or intimate with the offender [4]. According to the Violence Policy Center in Washington, 57 women were killed by men in South Carolina in 2013. Furthermore, Charleston County was ranked in the top 5 counties in every category of domestic violence, except domestic homicide victimization, in 2012 [5]. Like the case with many South Carolinian families, gun ownership increases the likelihood of domestic violence homicides. The Surgeon General states that domestic violence is more injurious to women than common threats such as vehicular accidents and cancer. Considering the fact that the SC Attorney General counted more than 36,000 DV reports, one can argue that DV is a significant health crisis to South Carolinian women, and to Charlestonians in particular [3].

Homicides notwithstanding, domestic sexual violence is extremely high. According to the latest SLED data, 28.4% of forcible rape cases in South Carolina in 2012 were between a family member and/or an intimate partner [4]. Furthermore, we can assume this statistic is lower than actual rates considering that it uses the historical definition of rape and considering the likelihood of victim non-reporting. Charleston County ranked #5 in the state in domestic sexual violence in 2012 [5]. That ranking has likely worsened. To dismiss this form of domestic violence/violent crime as a small portion of the issue would be inaccurate. The rate of rape per 10,000 inhabitants is 3.6, in comparison to the national average of 2.7. If one were to use the revised definition of rape, the rate would increase to 5.09 [4]. The high instance of rape in South Carolina and its likelihood of also being a DV crime make the investigation of domestic violence ever more urgent.

Proposed Solution

The City of Charleston Police Department's Family Violence Unit (FVU) was activated in February 2009 and reorganized in 2013. Its mission is to investigate missing persons, prosecute cases of domestic violence, child abuse, elder/vulnerable adult abuse, and sexual assault; and to provide services for victims of these crimes. The unit is composed of (3) Victim's Advocates, (1) Sergeant, (5) Investigators, and (1) Mental Health Counselor.

In October 2014, the CPD was awarded a grant to fund an investigator to work specifically on DV cases. In her first year of this role, Detective Sally Pranger has taken on a tremendous amount of cases and challenges. Detective Pranger works closely with the victim advocates and clinician in the FVU to connect victims with the resources they need. She has had extensive interaction with the City of Charleston Municipal Courts to provide well documented cases of prior DV history, pre-recorded victim testimony and 911 tapes, revoked bonds and upcharges where possible.

There is still work to be done. Primarily, the rate of domestic violence is still very high in the Charleston area, as detailed in the narrative above and in the CPD statistics below. The volume of cases requires more than 100% of a DV Investigator's time and effort. Secondly, the DV Investigator continues to enforce habits and understanding with the municipal courts. This requires policing the prosecutor and the offender's attorney to notify the CPD when the offender wishes to obtain pre-trial intervention or a lower conviction (1G13048 Final Report). It also requires that offenses are recorded in NCIC in a timely manner. In conclusion, project continuation is vital for lasting change. According to the data collected by CPD records management system (RMS), there were 2,338 criminal domestic

violence incidents reported in the City of Charleston:

2010: 386
2011: 458
2012: 473
2013: 362
2014: 379
2015: 280*

*Calendar Quarter to Date (Jan. 1, 2015-Sept. 30, 2015)
The CDV incidents reported included aggravated assaults, simple assaults and threats/intimidation. The caseloads of the DV Investigator is assigned to the unit are detailed below:

2015 FVU Cases Assigned* CDV Inv. Sally Pranger: 152
*Grant Year to Date (July 1, 2015-Dec. 15,2015)

Sources:
1. Boyter, Kayla. "5 Economic Trends for Charleston, SC. " Charleston Regional Development Alliance. April 10, 2015. Accessed December 8, 2015. http://www.crda.org/news/blog/5-economic-trends-for-charleston-sc-usa/.
2. City of Charleston. "City of Charleston Fast Facts: 2015." Demographics. Accessed December 8, 2015. http://www.charleston-sc.gov/index.aspx?nid=106.
3. South Carolina Coalition against Domestic Violence and Sexual Assault. "#SCSaysNoMore Domestic Violence Description and Statistics." Accessed December 8, 2015. http://www.sccadvasa.org/sc-says-no-more/statistics/domestic-violence/.
4. South Carolina Department of Public Safety. South Carolina Criminal and Juvenile Justice Trends. Blythewood, SC: Office of Highway Safety and Justice Programs Statistical Analysis Center, 2013.
5. South Carolina Department of Public Safety. The Rule of Thumb: A Five Year Overview of Domestic Violence in South Carolina 2008-2012. Edited by Rob McManus. Blythewood, SC: Office of Highway Safety and Justice Programs Statistical Analysis Center, 2014. Accessed December 8, 2015. http://www.scdps.gov/ohsjp/stats/DomesticViolence/2014%20DV%205%20yr%20Report%20v20.pdf.
6. "When Men Murder Women: An Analysis of 2013 Homicide Data." Violence Policy Center. (September 2015). Accessed December 8, 2015. http://www.vpc.org/studies/wmmw2015.pdf.

# PROGRAM NARRATIVE

**PROJECT PURPOSE:** First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

The purpose of this project is to continue the progress realized by the grant-funded DV Investigator in the previous 2 years. The project goals are:

a) Increase the number and quality of DV cases considered by the department,
b) Introduce knowledge and procedures that institutionalize proactive treatment of DV incidents and victim needs.

These two results will remain the overarching goals of this project. The investigator will continue to refine, build and enhance processes and relationship between the courts, officers, and victims.

Year 1 & 2 Activity Summary
The CPD will continue the efforts established by the grant-funded Domestic Violence (DV) Investigator. The DV Investigator has attended 2 years of specialized training on DV investigation and victim behavior. This included shadowing the Oklahoma City Special Investigations unit and adopting their lethality assessment. Detective Pranger also attended LGBT sensitivity training and the National Institute of Crime Prevention Conference on DV and Sexual Assault.

The DV Investigator established a series of processes and practices that positioned the CPD as a proactive player on identifying, charging and preparing cases on DV offenders. Examples of these efforts are:

- Tracking charts on cases with dependents for child welfare referrals and services
- Standard DV "lethality assessment" for responding officers
- FVU resource card with contact information for investigators and advocates
- Offender ID sheet to include with each case file
- DV law Quick Reference Guide
- Practice of including 911 recordings and prior DV history (if available) with case for general sessions court

The Investigator initiated outreach and education on DV with community partners. For example, all CPD officers, representatives from My Sisters House and the Solicitors Office attended the Master Roll Call on the use of the new lethality assessment. She hosted a panel with the North Charleston Police command staff and shared reports and training materials with the Charleston County Sheriff's Office. The CPD most recently underwent a series of promotions for mid-career officers. Since these officers are returning to the field after the new DV laws were passed, the investigator hosted an afternoon training for them on the new DV law. Finally the investigator attended numerous community events to build a rapport with citizens and to encourage victims of DV to report crime.

Year 3 Activity Plan
If awarded, the 3rd and final grant-funded period would include a continuation of existing efforts and enforcing the habit and use of the DV-related forms and practices. In addition to these activities, the DV Investigator will pursue several, more specific activities.
The DV Investigator will finalize and print the DV Guidebook for use in the CPD. This guide will outline procedures, provide suggestions, and detail explanations on the DV and its applicability within the Department's procedures. It will also include a Quick Reference Guide of community partners and the victim advocates. It will include tips on the use of body cameras in DV calls and heat maps on DV violence. The DV Investigator will also update the in-car Quick Reference guide provided to all patrol officers.

The Investigator will continue her efforts on researching and enhancing DV cases, committing 100% of time and effort on the job duty. This will include maintenance of data summaries and the variables therein.

Additionally, the DV Investigator will continue her efforts in community outreach. The investigator will schedule conference calls or in-person meetings with the Charleston County, Town of Summerville, and Richland County Sheriff's Department to share best practices and recommendations. The investigator will participate in FVU awareness events to encourage citizen referrals and reporting. Finally, the investigator intends to hold a workgroup with members of the municipal court and 9th Circuit Solicitor's Office to share ideas on how practices and funding could be leveraged to enhance DV and particularly, victimless, prosecution. The courts, area LEA's, and other justice organizations are participating in a Charleston County-led, MacArthur Foundation Justice & Innovation Challenge that could dramatically improve court process for every participant. It is the right time to insert considerations that would help DV prosecution or automated DV data collection.

Finally, the DV Investigator will attend professional development courses that could enhance her abilities, detailed in the training section of this application.

## PROGRAM NARRATIVE

**PROJECT OBJECTIVE(S):** Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the Problem Statement and Project Purpose outlined on Pages 7 and 8.

The Project Director has identified 5 project objectives:

1. Increase the investigator's knowledge, skills, and abilities related to domestic violence and case process improvement.

2. Maintain good records of CPD DV cases.

3. Visual representation of high-DV case areas in the CPD jurisdiction.

4. Provide training for department officers and other law enforcement agencies on domestic violence laws, indicators and processes.

5. Raise awareness of the public and community organizations regarding the problem of domestic violence and encouraging the services provided by the FVU.

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## PROGRAM NARRATIVE

**PERFORMANCE INDICATOR(S):** State exactly how each objective will be measured. **Performance indicators must be matched to each specific program objective on Page 9** (i.e., if there are **5** objectives, then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

The Project Director has identified 4 performance indicators:

1. Records of training and seminar attendance and samples of work produced.
   a. Participation in at least 1 training or seminar.
   b. In-car DV Law guide produced.

2. Investigator's personal case records and data summaries.

3. Number of heat maps produced for predictive policing, high-DV crime areas.

4. Roll calls, training reports, and work samples that are scheduled or produced for the officer's benefit.
   a. Law guide work sample.
   b. At least 1 internal officer training or development on DV law.

5. Record of community outreach representation and event participation.
   a. Host or participate in at least 2 community events.

# PROGRAM NARRATIVE

**PROJECT EVALUATION:** This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. **The plan or process must be completed and submitted on this page.**

The project evaluation will be conducted by the Project Director. The Captain Naomi Broughton, commanding officer for central investigations, will serve as the project director [SEE: Org Chart]. Each objective will be evaluated using the performance indicators listed in this grant application.

Data Collection
The Department's RMS database and the DV Investigator maintain records of DV cases and notes on offender history, when possible. The DV Investigator will summarize this data for each progress report and will provide qualitative analysis on the measures that she has found successful or challenging in enhancing investigation. The Crime Analysis Unit and City GIS will produce several heat maps with historical DV data using RMS and Census data on vulnerable populations.

The project director will maintain records of professional development and training that the DV Investigator receives. The project director will maintain work samples and support the organization's dissemination and adoption of materials. The project director will ensure that the project is initiated expeditiously and completed within the grant period of performance.

Evaluation
Evaluation will be based the extent to which the project meets or exceeds the performance metrics mentioned above.

Document Retention and Reporting
The CPD grants coordinator will maintain copies of training records, work samples, procurement records and data summaries provided by the DV Investigator and project director. The grants coordinator will compile the quarterly PMT and semi-annual progress reports. Concerns regarding compliance, budget revisions or other adjustments will be reviewed by the City's Grants Compliance Manager and Senior Accountant prior to the obligation of funds.

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## PROGRAM NARRATIVE

Total Population for county(ies):

Or City/Town: 133,579

Site source of information http://www.charleston-sc.gov/index.aspx?ni

Agency Information: (for Law Enforcement Agencies ONLY)

Number of regular full-time officers in implementing agency: 458

Number of regular part-time officers in implementing agency: 0

Number of reserve officers in implementing agency: 4

**Total number of personnel in implementing agency:** 578

**GRANT-FUNDED PERSONNEL TRAINING:** A formal training plan should be prepared for grant-funded personnel to provide qualification training necessary to adequately implement the first year of the grant project. For continuation grant projects, sustainment-training needs are encouraged and expected. Cite the training plan and training courses below.

Thanks to the initial and second-year grant-funding, the DV Investigator has attended specialized training in DV investigation and DV sociology.

The CPD has requested funding in this grant application for the DV Investigator to receive specialized training in strangulation. The Training Institute on Strangulation Prevention offers and advanced course that covers medical signs and investigative measures. The course is held around the country. However, budget estimates are based on the 2016 course offered in San Diego, CA [SEE: Advanced Strangulation].

**PROJECT CONTINUATION POTENTIAL:** Explain how the project activity will be continued after federal assistance is no longer available.

The Charleston Police Department will fold the DV Investigator salary and benefits into its general operating budget in order to continue this position in the Family Violence Unit.

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| Implementation Tasks | Person Responsible | Implementation Proposed (Proposed Quarters) 1 Qtr | 2 Qtr | 3 Qtr | 4 Qtr |
|---|---|---|---|---|---|
| Acceptance of Grant and Special Conditions | Grants Coordinator | X | | | |
| Continuation of DV Investigator Position | Project Director/HR | X | | | |
| Schedule Job-Related Training | DV Investigator | | X | | |
| Draft and Gain Approval of DV Information Materials | DV Investigator | | X | X | |
| Print and Disseminate DV Booklets to Officers | DV Investigator | | | | X |
| Comply with Quarterly and Annual Reporting | Grants Coordinator | X | X | X | X |

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

1. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.

2. **Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.

4. **Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.**

5. **Civil Rights Compliance:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, and; the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C,D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. Depending on the funding source, the subgrantee must be in compliance with the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974 and the Victims of Crime Act of 1984, or other applicable DOJ program statutes which provide funding from the SFA to the subgrantee. Subgrantees are also subject to the provisions of Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38; Exec. Order No. 13,559, 75 Fed. Reg. 71,319 (Nov. 17, 2010 – Fundamental Principals and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations), and; Ex. Order No. 13,279, 67 Fed. Reg. 77,141 (Dec. 12, 2002 – Equal Protection of the Laws for Faith-Based and Community Organizations). All grant-funded personnel, and their supervisors, shall view the civil rights training presentation located at www.scdps.gov/ohsjp within the first quarter of each grant award.

6. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:

a. Advice: No official or employee of a state or unit of local government or of non-government grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

1) Using his or her official position for private gain;

2) Giving preferential treatment to any person;

3) Losing complete independence or impartiality;

4) Making an official decision outside official channels; or

5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

9. **Project Implementation:** The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.

10. **Written Approval of Changes:** Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

11. **Contract Approval Requirements:** The Subgrantee must receive approval of all contract agreements for services and products from the SFA prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first.

In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of $450.00 per day.

13. **Dual Employment Compensation:** Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. **Sole Source Procurement:** Use of sole source procurement is discouraged. Sole source purchases will be awarded **only under exceptional circumstances** and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit **prior written approval** of the SFA.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

15. **Bidding Requirements:** Bidding must be done in accordance with SCDPS procurement procedures. These procedures are posted online at www.scdps.gov/ohsjp/oag.asp.

16. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. Travel costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed upto the maximum allowable rate, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provide mileage and per diem rates.

17. **Rental Cost:** The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds $10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. **Obligation of Grant Funds:** Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. **Recording and Documentation of Receipts and Expenditures:** Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

21. **Financial Responsibility:** The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

22. **Reports:** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. **Program Income:** All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. **Property Control:** Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

26. **Performance:** This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. **Deobligation of Grant Funds:** All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. **Project Evaluation Report:** The formal evaluation report must be received by the SFA not later than 45 days after the end of the grant funding period. The report is in addition to the cumulative Final Progress Report also due 45 days after the end of the grant funded period.

29. **Copyright:** Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

a. the copyright in any work developed under this grant or through a contract under this grant; and,

b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. **Cash Depositories:** Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. **Furniture Purchase Requirements** (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. **Americans with Disabilities Act of 1990 (ADA):** The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

33. **Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. **Utilization of Minority Businesses:** Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. **Confidential Information:** Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. **Debarment Certification:** The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is $25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. **Drug-Free Workplace Certification:** This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification** by all **subgrantees receiving $50,000 or more**. The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of $500,000 or more.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

40. **Publications:** The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant #_____, (refer to the Grant Award for the Federal Formula Grant Number which can be found immediately after the CFDA No.) awarded by the Bureau of Justice Assistance, U.S. Department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U. S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. **Non-Profit Organization Special Requirement:** In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to $250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the $250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

44. **Compliance Agreement:** The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

45. **Higher Education Institutions:** Where cash match is required subgrantees must show the applicable percentage match for each line item entry on the respective budget pages. An exception is made for institutions of higher education operating in accordance with OMB Circular A-21. In those instances the subgrantee may show an aggregate, bottom line match rather than a lime item match. However, eligible applications utilizing this option must document in their Request For Payments some amount of match on at least a quarterly basis. They also must fulfill the total match amounts required under the grant prior to disbursement of the final payment from the Department of Public Safety to the subgrantee.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

46. **Suspension or Termination of Funding:** The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.

d. Failure to submit reports.

e. Filing a false certification in this application or other report or document.

f. Other good cause shown.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

47. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

The Office of Highway Safety and Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions apply to the grantee for any OJP funded meth lab operations:

A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.

B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.

C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special condition in all subgrants: (See below)

1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specified duties; equip the personnel with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from site(s) of each seized laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

48. **Active DUNS number and Central Contractor Registration (CCR) registration required for federal reporting purposes**

**A DUNS number is required following an award:** A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1–866–705–5711 or by applying online at fedgov.dnb.com/webform. Individuals are exempt from this requirement.

**Central Contractor Registration (CCR) is required following an award:** A CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements, and other forms of federal assistance. Whether applying for assistance awards, contracts, or other

business opportunities, all entities are considered "registrants". For **Central Contractor Registration (CCR) handbook** click here.

49. All recipients of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement.

**1. LOBBYING:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR -

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES **RECEIVING $50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees -

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.** As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees -

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO.

## CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Major
First Name: Naomi
Middle Name:
Last Name: Broughton
Suffix:
Title: Major
Agency: Charleston Police Department
Mailing Address 180 Lockwood Blvd
City: Charleston
State: South Carolina
10 Digit Zip: 29403-5152
Phone Number: 843-720-2418
Fax Number: 843-579-7518
E-Mail Address: broughtonn@charleston-sc.gov
Signature:
Bonded: **Yes**

## CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mr.
First Name: Stephen
Middle Name: A.
Last Name: Bedard
Suffix:
Title: Chief Financial Officer
Agency: City of Charleston
Mailing Address 116 Meeting Street
City: Charleston
State: South Carolina
10 Digit Zip: 29401-2260
Phone Number: 843-579-7529

| | |
|---|---|
| Fax Number: | 843-720-3901 |
| E-Mail Address: | bedards@charleston-sc.gov |
| Signature: | |
| Bonded: | **Yes** |

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO.

## CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

| | |
|---|---|
| Prefix: | The Honorable |
| First Name: | John |
| Middle Name: | |
| Last Name: | Tecklenburg |
| Suffix: | |
| Title: | Mayor |
| Agency: | City of Charleston |
| Mailing Address: | 80 Broad Street |
| City: | Charleston |
| State: | South Carolina |
| 10 Digit Zip: | 29401-2260 |
| Phone Number: | 843-724-3739 |
| Fax Number: | 843-720-3827 |
| E-Mail Address: | tecklenburgj@charleston-sc.gov |
| Signature: | |

Bonded: **Yes**

* **NOTE**: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

# REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date:

SUBGRANTEE : Charleston Police Department

GRANT TITLE : Domestic Violence Investigator: Continuation

Type of Request:

☐ Programmatic Revision

☐ Budget Revision:

## ☐ 1. REQUEST FOR EXTENSION

| | | |
|---|---|---|
| Last Approved Grant Period: | Begin Date: | End Date: |
| Proposed Grant Period: | Begin Date: | End Date: |

Section 1a.

JUSTIFICATION FOR PROPOSED EXTENSION:

## ☐ 2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION

| Specific Area(s) to be revised | Current Approved Federal Amount | Requested Amount | Difference (+) (-) |
|---|---|---|---|
| Personnel | $0 | $0 | $0 |
| Contractual Services | $0 | $0 | $0 |
| Travel | $0 | $0 | $0 |
| Equipment | $0 | $0 | $0 |
| Other | $0 | $0 | $0 |
| Total | $0 | $0 | $0 |

JUSTIFICATION FOR THE REQUESTED REVISION:

PAGE NUMBER(S) OF REVISED GRANT PAGES:

## 3. SUBGRANTEE GRANT OFFICIAL:

Print Name:

Signature: (Signature not required for Electronic Submissions)

## FOR STATE FUNDING AGENCY ONLY:

Senior Accountant

Date

Initial

Program Coordinator

Date

Initial

Availability of Funds:

Date

Initial

Comments:

# COMMITTEE / COUNCIL AGENDA

5.)

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Stephen A. Bedard **DEPT.** BFRC

**SUBJECT:** POLICE DEPARTMENT- SC DEPARTMENT OF PUBLIC SAFETY-OFFICE OF JUSTICE PROGRAMS

**REQUEST:** To approve submission of the 2016 Justice Assistance Grant (JAG) SC Department of Public Safety grant application in the amount of $15,063 for CPD Forensic Services Division's Thermal Print Imaging System and laboratory furniture.

**COMMITTEE OF COUNCIL:** W&M **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | ✓ | | | ✓ |
| Cap. Proj. Cmte. Chair | | | | |
| Police Department | ✓ | | | |
| Grants Manager | ✓ | | Cleone Ann Cate | |

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

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

Balance in Account _____ Amount needed for this item _____

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

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

**CFO's Signature:** Amy Wharm

***FISCAL IMPACT***: This application requires a 10% match of $1,507.

**Mayor's Signature:** _____

**Joseph P. Riley, Jr., Mayor**

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

# STATE OF SOUTH CAROLINA
# DEPARTMENT OF PUBLIC SAFETY
## Office of Highway Safety and Justice Programs
### Justice Assistance Grant Program

Grant #
App # T16141

**To Be Completed by Project Director**

**Section 1**

County Name: 10 - CHARLESTON
Other county/counties this project will serve: 08-BERKELEY

**Section 2**

Grant Period: 1 Year
Begin: 7/1/2016
End: 6/30/2017

**Section 3**

Project Title: Latent Print System Enhancement Grant

**Section 4**

Project Summary (max. 300 characters): Improved technology will bridge the gap between the recovery rates, increase the yield of prints from the thermosensitive side of the paper, and improve safety. In fact, there is new technology that is specifically designed for the examination of thermal paper. A thermal print system would provide a safe and effective digital solution to print recovery for the City of Charleston Police Department's Forensics Services Unit.

**Section 5**

Type of Application

a. Initial
b. Year of Funds : 1
Other:(Specify)
c. Reimbursable

**Section 6**

a. Organization Type : City
Other:(Specify)
b. U. S. Congressional District 01,06

**Section 7**

Agency DUNS number*: (fedgov.dnb.com/webform) 077990786

Has your agency registered with Central Contractor Registration (CCR)?* **Yes** (www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000226

Agency Name Charleston Police Department
Address 180 Lockwood Blvd

City: Charleston
State: South Carolina

(Please use the Name/Address above instead of this field)
Name and Address of Implementing Agency:

10 Digit Zip: 29403-5152
(Area) Phone #: 843-577-7434
(Area) Fax #: 843-579-7518

**COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

Section 8

## BUDGET

Use whole dollars only (For example: $1,500 not $1,500.00)

| a. BUDGET CATEGORIES | GRANTOR | AGENCY MATCH | TOTAL |
|---|---|---|---|
| Personnel | $0 | $0 | $0 |
| Contractual Services | $0 | $0 | $0 |
| Travel | $0 | $0 | $0 |
| Equipment | $8,979 | $998 | $9,977 |
| Other | $4,577 | $509 | $5,086 |
| TOTAL: | $13,556 | $1,507 | $15,063 |
| b. PERCENTAGE: | 90 % | 10 % | 100 % |

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS: City

Other (Explain):

WHOLE DOLLARS ONLY

## BUDGET DESCRIPTION

Page 2

MATCHING FUNDS

| CATEGORIES | | | GRANTOR | CASH | TOTAL |
|---|---|---|---|---|---|
| **PERSONNEL** | | | | | |
| SALARIES | | | | | |
| Position Title | % of Time On Project | Quantity | | | |
| | | | $0 | $0 | $0 |
| | | TOTAL SALARIES: | $0 | $0 | $0 |
| **EMPLOYER CONTRIBUTIONS (Fringe Benefits)** | | | | | |
| | % or Rate | X Base | | | |
| Social Security & Medicare (FICA) | | | $0 | $0 | $0 |
| Retirement | | | $0 | $0 | $0 |
| Worker's Compensation Insurance | | | $0 | $0 | $0 |
| Unemployment Insurance (on first $7,000 only) | | | $0 | $0 | $0 |
| Health Insurance | | | $0 | $0 | $0 |
| Dental Insurance | | | $0 | $0 | $0 |
| Pre-Retirement Death Benefit | | | $0 | $0 | $0 |
| Accident Death Benefit (Police Officers) | | | $0 | $0 | $0 |
| Other Employer Contributions (Itemize) | | | $0 | $0 | $0 |
| **TOTAL EMPLOYER CONTRIBUTIONS:** | | | $0 | $0 | $0 |
| | | TOTAL PERSONNEL: | $0 | $0 | $0 |
| **CONTRACTUAL SERVICES:** | | | | | |
| (Itemize - DO NOT include professional fees for doctors, psychologists, etc. ) | | | | | |
| | | | $0 | $0 | $0 |
| | | TOTAL CONTRACTUAL SERVICES | $0 | $0 | $0 |
| **TRAVEL:** | | | | | |
| (Itemize-include mileage, airline cost, lodging, per diem, parking, car rental) | | | | | |
| | | | $0 | $0 | $0 |
| | | TOTAL TRAVEL: | $0 | $0 | $0 |

Show Section 2-A **Disabled**

USE WHOLE DOLLARS ONLY

**BUDGET DESCRIPTION**

Page 3

**MATCHING FUNDS**

**CATEGORIES**

**EQUIPMENT ($1,000 or more per Unit):**

(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased, rented items or software

| ITEM | QUANTITY | GRANTOR | CASH | TOTAL |
|---|---|---|---|---|
| Thermal Print Imaging System | 1 | $8,979 | $998 | $9,977 |
| | TOTAL EQUIPMENT: | $8,979 | $998 | $9,977 |

**Other:**

| | | | | |
|---|---|---|---|---|
| Rolling Adjustable Laptop Cart | 2 | $274 | $30 | $304 |
| Adjustable Lab Chair | 3 | $1,022 | $114 | $1,136 |
| LED Desk Light | 3 | $644 | $72 | $716 |
| Height Adjustable Standing Desks | 3 | $2,637 | $293 | $2,930 |
| | TOTAL OTHER: | $4,577 | $509 | $5,086 |

# BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided

The City of Charleston understands that the 2015 Justice Assistance Grant Program is 90% federally funded and requires a 10% cash match. The City is prepared to provide that match. No funding is requested for personnel, contractual services or travel.

Equipment:
Thermal Paper Fingerprint Enhancement System (1 count):
Fund will be used to purchase a machine that enables an examiner to recover latent fingerprints from paper. The system is designed and optimized specifically for the recovery of fingerprints from thermal paper.

Other:
Ergonomic Laboratory Tables & Chairs (3 tables & 3 chairs)
The Latent Print Examiners examine the latent prints received from the Recovery Specialist for comparison and identification. The laboratory is in need of a 3rd workstation for the newest Examiner. The 2 existing workstations are aged, small, damaged, not easily decontaminated, and are not ergonomically designed. When bent over the print results, Examiners should have the option to remain standing for healthy posture. Larger workstations are also needed to accommodate the digital imaging equipment including a monitors and Cintiq tablets. The recipient would assess the availability of these supplies with SC Prison Industries.

LED Desk Lights (3 count)
Each of the 3 Examiner Workstations would include an LED Desk Light. In addition to complying with occupational safety standards, the LED desk lights would improve the ability of the examiners to compare the fine ridge detail and pore patterns of latent prints with or without a magnifying glass. Ideally, the examiners will be equipped with lights that can be adjusted along the Kelvin spectrum from warm white to cool white in order to optimize the output for visualizing prints on different substrates.

Rolling Laboratory Carts (2 count):
The 2 carts would a) provide a surface to place the thermal print system and computer and; b) create a more ergonomic work environment where the Specialist can remain standing for both print retrieval and data entry.

## BUDGET NARRATIVE (Continued)

GRANT NO.

Page 6

# ACCEPTANCE OF AUDIT REQUIREMENTS

**PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form. Please enter "NA" in the boxes**

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($300,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Stephen Fulmer, Manager
Accounting - Grants
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning January 1, 2016 Ending December 31, 2016
2. Audit will be submitted to Accounting - Grants by: September 30, 2017 (Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite specifically that the audit was done in accordance OMB A-133. Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

**Failure to complete this form will result in your grant award being delayed and/or cancelled.**

# PROGRAM NARRATIVE

1) **PROBLEM STATEMENT:** First, define the problem exactly as it exists in your particular community. Describe the nature and magnitude of the problem using valid, updated statistical data, and cite the source and date of your information. Prior data may be used to show changes in the magnitude or severity of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Second, identify your existing efforts, current resources and programs being utilized to deal with the problem.

JURISDICTION:
An estimated 133,579 residents live within the corporate limits of the City of Charleston (2015 "Fast Facts") – making her the 2nd largest and fastest growing city in South Carolina. The Charleston Metropolitan Statistical Area (MSA), comprising Charleston, Berkeley, and Dorchester Counties (Tricounty area), has a population of over 712,000. The City of Charleston Police Department's (CPD) jurisdiction covers 131 square miles of territory in Charleston and Berkeley counties. Residents of the Tricounty area commute to the City of Charleston for work, business, recreation, and worship on a regular basis. Additionally, the City of Charleston has been named the #1 city to visit in the United States by Conde Nast and Travel & Leisure magazines for the past 3 years. This distinction has rapidly increased the city's tourism and urbanization, drawing over 5 million visitors annually. Finally, the distinction has contributed to increased overall growth. Charleston is 1 of 3 fastest growing metropolitan areas on the Atlantic coast.

The draw for tourists, students, and businesses has incidentally attracted a corresponding criminal element. While violent crime has decreased over the past 10 years in Charleston, burglary, larceny and white collar crime are on the rise [SEE: Violent Crime & Incident Data]. It is up to the Forensic Services Division to stay one step ahead.

PROBLEM STATEMENT:
Officers are tackling an increasing amount of theft and financial crime cases. Offenders are targeting the growing number of unsuspecting tourists, students and local businesses. Fortunately for the police, many of these offenders leave a paper trail of evidence – mainly in the form of receipts, or thermal paper. Thermal paper is most commonly used for receipts issued by stores and banks. Thermal paper is also used in fax machines, automatic teller machines, and machines that issue lottery tickets and airline boarding passes. It is not surprising that it is often collected as evidence. It is a valuable source of latent fingerprints, but also a valuable investigative tool because of the information recorded therein.

Take the case of a stolen vehicle, for example. Offenders often grab a quick meal at a fast-food restaurant drive-through and leave the receipt with greasy fingerprints on the floor of the victim's car. When the vehicle is later recovered, the crime scene unit collects this paper for fingerprint analysis.

Consider now an ongoing case of debit and credit card fraud. The CPD is investigating a case where offenders use thermal paper to cover the shield of their ATM skimmer. In addition, they are collecting (though not consistently) the receipts of those fraudulent transactions. Forensic Services continues to analyze the evidence as it arrives in hopes of recovering and identifying a print. In conclusion, crimes such as auto-theft, ATM skimming, purse snatching or break-ins, produce a wealth of fingerprinted paper evidence.

Unfortunately for the CPD, the Forensic Services Division [SEE: Org. Chart] is unable to recover the majority of fingerprints from paper evidence using its current methods. In spite of a large caseload, the 2.98% recovery rate (2014) hampers the interdiction of criminals. Since 2012, the laboratory has received 345 pieces of evidence printed on thermal paper and submitted for the recovery of latent fingerprints. The laboratory was successful in developing latent images on 12 or 3.48% of the items.

The Print Recovery Specialist uses muriatic acid to treat the thermal side of each receipt for 3-5 minutes. This requires the full attention of the Specialist while the evidence is treated one at a time. At best, the evidence is received within 24 hours of the original print for effective print recovery. Nevertheless, the small percentage of evidence that makes it to the lab within 24 hours will not necessarily yield a comparable print. Furthermore, organic solvents can wash away or fade the information recorded on the evidence itself, so receipt information must be properly preserved and recorded prior to exposing the evidence to acid. Whether the Specialist treats the paper correctly or not, the muriatic acid destroys the paper. Therefore, this one-time opportunity cannot be repeated. The ability to reprocess a print for a cold case is not possible with the acid treatment. Finally, and most importantly, muriatic acid is highly corrosive and dangerous to humans. Even with a highly trained staff, Print Recovery Specialist Mary Phillips acknowledges that there is always the potential for human error.

Finally, the office area in which prints are compared and analyzed is substandard. The prints, whether digitized or not, must still be partially analyzed with a magnifying glass. Low, uneven desks, bad lighting and little surface area leads to back pain and eyestrain. Examiners are constantly standing, sitting or hunching over the material. The Print Examiners were awarded funding for advanced print analysis. Funds have been allocated in the CPD 2016 budget for the acquisition of digital imaging equipment and software to enhance the comparison and identification of latent prints. Unfortunately, the workspace is not configured properly to maximize the efficiency and effectiveness of the new technology. Simple, adjustable workstations are badly needed.

Thermal Paper Evidence

| Year | Total | Recovery Rate** |
|---|---|---|
| 2012 | 67 | 5.97% |
| 2013 | 100 | 4% |
| 2014 | 67 | 2.98% |
| 2015* | 111 | 1.8% |

*Year to date (January-November 2015)
**Thermal side only

SOLUTION:
Improved technology will bridge this gap between the recovery rates, increase the yield of prints from the thermosensitive side of the paper, and improve safety. In fact, there is new technology that is specifically designed for the examination of thermal paper. A thermal print system would provide a safe and effective digital solution to print recovery [SEE: HPS Quote and HPS Datasheet].

The digital thermal print system is similar to that of a digital scanner from a typical office. It is electronic, chemical-free, and requires little training or oversight. The machine heats the paper and records a digital image of prints on both thermal and non-thermal sides of paper. The technology can recover old prints and does not destroy the paper in the process. The optical reading capability of the thermal print machine recovers more prints of a higher quality. A print that is of "comparable" or "AFIS quality" means that it can be compared with a suspect's prints or digitally matched in the AFIS database for a "cold hit" on a suspect.

Finally, the Forensic Services Division would purchase 3 workstations for the Latent Print Examiners on which to analyze the results of the thermal print system. Each workstation would comprise of a height adjustable table, chair and LED light. Uniform, height-adjustable, lab-appropriate supplies would be simple to decontaminate and comfortable for examiners to analyze the small fingerprints. An LED light at each workstation would prevent eyestrain when comparing print ridges. These purchases overall would make for a more ergonomic and clean working environment.

LEVERAGED INVESTMENTS:
In recalling, the old adage, "if you put garbage in, you'll get garbage out," the CPD Forensic Services team has strived to improve its print recovery input and print identification output. In fact, it is leveraging this request with others for a total process improvement. This three-pronged approach is detailed below:

Step 1: Print Data Input (Pending)
Subject: Print Recovery
Solution: Upgrade to Thermal Print Imaging System
Funding: Grant funding

Step 2: Print Data Output
A) Subject: Print Identification (Secured)
Solution: Advanced training: Palm Print Comparison and Ridgeology courses
Funding: FY15 Coverdell Forensic Improvement Grant

B) Subject: Print Comparison (Pending)
Solution: Adequate Workspace: 3 new workstations and appropriate lighting
Funding: Grant funding

Step 3: Print Data Sharing (Secured)
Subject: Digitizing prints into large sharable slides
Solution: Digital Imaging System
Funding: Pending final approval in 2016 City Budget for Capitalized Computer Equipment Assets

As shown in the list above, the CPD has secured funding for 2 out of 4 upgrades for an overall improvement to print identification. The Forensic Services Director advocated for both the digital imaging system and thermal print system this budget year. The multi-department investment on the digitizer was elevated to municipal budget process. However other investments, such as safety upgrades and MDT's took precedence in the department's budget caucus over the smaller, though costly, thermal print system.

# PROGRAM NARRATIVE

**PROJECT PURPOSE:** First, describe the broad goals of your project. Then describe a specific plan for conducting the project and a rationale for the tasks and activities to be employed to address the problem outlined on Page 7.

Project Goals:
The goals of this project are to:
1. Strengthen CPD investigations with enhance print evidence and;
2. Decrease employee exposure to muriatic acid.
3. Improve the workspace of the Latent Print Examiners

Project Plan:
Overview:
The Charleston Police Forensic Services Division is tasked with recovering latent fingerprints from evidence. The Crime Scene Unit is staffed by ten (10) people and provides coverage 24 hours per day. There are 2 Latent Print Recovery Specialists and 3 Latent Examiners. If awarded, the CPD would purchase and validate the thermal print system. Once retrieved by Recovery Specialists from the thermal print machine, print images would be submitted to examiners for comparison and case preparation. If the quality is good enough, the prints would be entered into the Automated Fingerprint Identification System (AFIS). Each step of this process is performed by well-trained professionals operating within an environment of robust training, documented policies and procedures and a strong quality assurance program.

Accreditation:
The Forensic Services Division's records and procedures are guided by accreditation standards. The labwas accredited by the American Society of Crime Laboratory Directors Laboratory Accreditation Board (ASCLD/LAB) in 1998 and has maintained that accreditation without a problem or interruption ever since. In May 2014, the Forensic Services Division achieved ASCLD/LAB-International accreditation in numerous disciplines including latent prints. In addition, the members of the Forensic Services Division hold individual certifications from the International Association for Identification (IAI) and the American Board of Criminalistics (ABC). The laboratory does not carry a significant backlog.

Procurement:
The City of Charleston Office of Procurement will purchase the thermal print system according to established local, state and federal guidelines. The equipment does not require specialized installation. The Latent Recovery Specialist will be responsible for validating the methodology and writing the applicable policies and procedures for use on casework.

In procuring the Print Examiner Workstations, the Grants Coordinator and Project Director will work together to select the supplies that are appropriate for laboratory work and that comply with SCDPS procurement guidelines. All equipment and supplies will be inventoried and labeled prior to installation.

Reporting:
All justice-related grants are managed with a Department-designated grants coordinator, charged with donor communications, asset management, progress reporting, and monitoring. The City has designated a Senior Grants Accountant that tracks grant-related procurement and financial reporting. The Senior Accountant and the Grants Coordinator will file the reporting for this project.

Data Collection:
The Forensic Services Division employs Forensic Advantage Laboratory Information Management System (LIMS) which will be used to record case details, evidence descriptors, chain of custody, and examination results. This data will be used to compile statistics and reports on the totals and success rates for recovery from thermal paper. The Print Recovery Specialist will add an additional drop-down label in the database for evidence that has been recovered using the thermal print system. The LIMS also allows a user to drill-down to the year, case number and type of evidence that passes through the lab.

## PROGRAM NARRATIVE

**PROJECT OBJECTIVE(S):** Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the Problem Statement and Project Purpose outlined on Pages 7 and 8.

The Forensic Services Division has identified 3 objectives to be achieved through project implementation. These objectives are as follows:

1. To purchase and validate a fingerprint recovery system for thermal paper.
2. To recover latent fingerprints from 15% of the paper evidence examined.
3. To increase the number of prints with a print quality of "comparable" or greater.

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## PROGRAM NARRATIVE

**PERFORMANCE INDICATOR(S):** State exactly how each objective will be measured. **Performance indicators must be matched to each specific program objective on Page 9** (i.e., if there are **5** objectives, then there must be 5 corresponding performance indicators). Performance indicators are based on quantitative (numbers) and qualitative (opinions organized in meaningful ways) data gathering procedures which evaluate and document your project.

The Forensics Services division will maintain the following data and data sources for performance reporting and evaluation purposes:

1. Completion of validation study and funds expended on purchase.
   a. Source: LIMS and OneSolution Financial Software

2. Collect semiannual print recovery rates using the formula:
   a. Total no. of YTD paper evidence / No. of "comparable" and "AFIS quality" prints = Recovery Rate
   b. Source: LIMS

3. Comparison of the drop in average number of non-comparable prints in 2017 from the average number of non-comparable prints in 2015.
   a. Source: LIMS

## PROGRAM NARRATIVE

**PROJECT EVALUATION:** This requirement is to: (1) establish an evaluation plan or process to assess the impact of your project on the drug and violent crime problem in your jurisdiction, (2) conduct the evaluation during the grant funded period, and (3) submit a formal written evaluation report at the close of the grant period. The purpose of evaluating each project is to assess how well it has been implemented in your jurisdiction and to assess the extent to which the activities funded have achieved the project's goals. The plan or process must describe how the evaluation will be accomplished and must describe the range of activities that will serve as vehicles for obtaining general qualitative and specific quantitative information. **The plan or process must be completed and submitted on this page.**

The Forensic Services Director [SEE: Resume] will serve as the Project Director for this program. Each objective will be evaluated by the Project Director using the performance indicators listed in this grant application.

Acquisition:
The Grants Compliance Manager will monitor progress and ensure that the City meets all guidelines and reporting requirements.

Validation:
The evaluation or "validation" process for lab equipment is pre-defined. The laboratory will document the validation studies for the new equipment as required by ISO 17025:2005 Standard 5.4 Test and Calibration Methods and Validation. Validation studies are performed to confirm that the equipment (or methods) is fit for the intended use. The analyst performing the validation study documents methodology and issues a statement on its fitness. All validation studies are maintained in our Laboratory Information Management System (LIMS) for accreditation purposes.

Evaluation:
The Director will conduct a comparative evaluation of the recovery rates before and after the acquisition of the thermal print device. The Director will also compare the difference in the number of prints that are "non-comparable," analyzing not only the general increased ability to acquire prints but also the quality of the prints retrieved. This evaluation would be performed on a semiannual basis during the grant's period of performance. The numerical results of the aforementioned performance indicators and the Director's analysis will be included in the semiannual and final report.

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## PROGRAM NARRATIVE

Total Population for county(ies):

Or City/Town: 133,579

Site source of information http://www.charleston-sc.gov/DocumentCer

Agency Information: (for Law Enforcement Agencies ONLY)

Number of regular full-time officers in implementing agency: 458

Number of regular part-time officers in implementing agency: 0

Number of reserve officers in implementing agency: 0

**Total number of personnel in implementing agency:** 578

**GRANT-FUNDED PERSONNEL TRAINING:** A formal training plan should be prepared for grant-funded personnel to provide qualification training necessary to adequately implement the first year of the grant project. For continuation grant projects, sustainment-training needs are encouraged and expected. Cite the training plan and training courses below.

No grant-funded personnel is requested with this grant application.

**PROJECT CONTINUATION POTENTIAL:** Explain how the project activity will be continued after federal assistance is no longer available.

This project is a one-time equipment investment that will require no additional maintenance or annual subscription. The City will adhere to SCDPS and federal guideline regarding the maintenance and retention of federally-funded assets.

Page 13

| Implementation Tasks | Person Responsible | Implementation Proposed (Proposed Quarters) 1 Qtr | 2 Qtr | 3 Qtr | 4 Qtr |
|---|---|---|---|---|---|
| Acceptance of grant and compliance with special conditions | Project Director | X | | | |
| Select vendor and prepare procurement documents | Project Director/Grants | X | | | |
| Purchase the equipment | Procurement | | X | | |
| Install and perform initial quality checks and verification/validation | Latent Recovery Specia | | X | | |
| "Notification of Improved Services" announcement to customers | Project Director | | X | | |
| LIMS reporting and data collection | Latent Recovery Specia | | X | X | X |
| Launch the equipment in laboratory casework | Latent Recovery Specia | | X | X | X |

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

1. **Availability of Federal Funds:** This grant award is contingent upon availability of federal funds approved by Congress.

2. **Applicable Federal Regulations:** The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. **Allowable Costs:** The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.

4. **Audit Requirements:** The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding for accounting services is not allowed.**

5. **Civil Rights Compliance:** No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, and; the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C,D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. Depending on the funding source, the subgrantee must be in compliance with the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 1974 and the Victims of Crime Act of 1984, or other applicable DOJ program statutes which provide funding from the SFA to the subgrantee. Subgrantees are also subject to the provisions of Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38; Exec. Order No. 13,559, 75 Fed. Reg. 71,319 (Nov. 17, 2010 – Fundamental Principals and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations), and; Ex. Order No. 13,279, 67 Fed. Reg. 77,141 (Dec. 12, 2002 – Equal Protection of the Laws for Faith-Based and Community Organizations). All grant-funded personnel, and their supervisors, shall view the civil rights training presentation located at www.scdps.gov/ohsjp within the first quarter of each grant award.

6. **Conflict Of Interest:** Personnel and other officials connected with this grant shall adhere to the requirements given below:

a. Advice: No official or employee of a state or unit of local government or of non-government grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

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b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

1) Using his or her official position for private gain;

2) Giving preferential treatment to any person;

3) Losing complete independence or impartiality;

4) Making an official decision outside official channels; or

5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding:** It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement:** The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the subgrantee must stop charging the grant for the new position. Upon filling the vacancy, the subgrantee may resume charging for the grant position.

9. **Project Implementation:** The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first quarterly report.

10. **Written Approval of Changes:** Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

11. **Contract Approval Requirements:** The Subgrantee must receive approval of all contract agreements for services and products from the SFA prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first.

In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file quarterly progress and fiscal reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants:** Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of $450.00 per day.

13. **Dual Employment Compensation:** Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. **Sole Source Procurement:** Use of sole source procurement is discouraged. Sole source purchases will be awarded **only under exceptional circumstances** and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit **prior written approval** of the SFA.

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15. **Bidding Requirements:** Bidding must be done in accordance with SCDPS procurement procedures. These procedures are posted online at www.scdps.gov/ohsjp/oag.asp.

16. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both federally financed and other activities of the agency. Travel costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed upto the maximum allowable rate, excluding taxes and surcharges. If travel costs are included in the grant application, a copy of the agency's policies and procedures manual or its Board's signed minutes must be submitted with the application which provide mileage and per diem rates.

17. **Rental Cost:** The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds $10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. **Obligation of Grant Funds:** Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. **Utilization and Payment of Grant Funds:** Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. **Recording and Documentation of Receipts and Expenditures:** Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

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21. **Financial Responsibility:** The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

22. **Reports:** The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. **Program Income:** All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. **Retention of Records:** Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. **Property Control:** Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

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26. **Performance:** This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. **Deobligation of Grant Funds:** All grants must be deobligated within forty-five (45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. **Project Evaluation Report:** The formal evaluation report must be received by the SFA not later than 45 days after the end of the grant funding period. The report is in addition to the cumulative Final Progress Report also due 45 days after the end of the grant funded period.

29. **Copyright:** Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

a. the copyright in any work developed under this grant or through a contract under this grant; and,

b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. **Cash Depositories:** Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. **Furniture Purchase Requirements** (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. **Americans with Disabilities Act of 1990 (ADA):** The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

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33. **Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped):** All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. **Utilization of Minority Businesses:** Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. **Confidential Information:** Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. **Political Activity:** None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. **Debarment Certification:** The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is $25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. **Drug-Free Workplace Certification:** This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification** by all **subgrantees receiving $50,000 or more**. The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. **Disclosure of Federal Participation:** In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of $500,000 or more.

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40. **Publications:** The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant #_____, (refer to the Grant Award for the Federal Formula Grant Number which can be found immediately after the CFDA No.) awarded by the Bureau of Justice Assistance, U.S. Department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U. S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. **Closed-Captioning of Public Service Announcements:** Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. **Non-Profit Organization Special Requirement:** In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to $250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the $250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. **Fiscal Regulations:** The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

44. **Compliance Agreement:** The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

45. **Higher Education Institutions:** Where cash match is required subgrantees must show the applicable percentage match for each line item entry on the respective budget pages. An exception is made for institutions of higher education operating in accordance with OMB Circular A-21. In those instances the subgrantee may show an aggregate, bottom line match rather than a lime item match. However, eligible applications utilizing this option must document in their Request For Payments some amount of match on at least a quarterly basis. They also must fulfill the total match amounts required under the grant prior to disbursement of the final payment from the Department of Public Safety to the subgrantee.

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46. **Suspension or Termination of Funding:** The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.

b. Failure to adhere to the requirements, standard conditions or special conditions.

c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.

d. Failure to submit reports.

e. Filing a false certification in this application or other report or document.

f. Other good cause shown.

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47. This special condition facilitates compliance with the provisions of the National Environmental Policy Act (NEPA) relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories [hereinafter, "meth lab operations"]. No monies from this award may be obligated to support meth lab operations unless the grantee implements this special condition.

The Office of Highway Safety and Justice Programs (OJP), in consultation with the Bureau of Justice Assistance, the Drug Enforcement Administration, and the Office for Community Oriented Policing Services, prepared a Program-level Environmental Assessment (Assessment) governing meth lab operations. The Assessment describes the adverse environmental, health, and safety impacts likely to be encountered by law enforcement agencies as they implement specific actions under their methamphetamine laboratory operations. Consistent with the Assessment, the following terms and conditions apply to the grantee for any OJP funded meth lab operations:

A. The grantee shall ensure compliance by OJP funded sub-grantees with federal, state and local environmental, health, and safety laws and regulations applicable to meth lab operations, to include the disposal of the chemicals, equipment, and wastes resulting from those operations.

B. The grantee shall have a Mitigation Plan in place that identifies and documents the processes and points of accountability within its state. This plan will be used to ensure that the adverse environmental, health, and safety impacts delineated in the Assessment are mitigated in a manner consistent with the requirements of this condition.

C. The grantee shall monitor OJP funded meth lab operations to ensure that they comply with the following nine mitigation measures identified in the Assessment and whose implementation is addressed in the grantee's Mitigation Plan. These mitigation measures must be included as special condition in all subgrants: (See below)

1. Provide medical screening of personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and all other personnel assigned to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specified duties; equip the personnel with OSHA required protective wear and other required safety equipment;
4. Assign properly trained personnel to prepare a comprehensive contamination report on each seized/closed laboratory;
5. Utilize qualified disposal personnel to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from site(s) of each seized laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes at properly licensed disposal facilities or, when allowable, at properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs numbered 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement a written agreement with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to (i) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and (ii) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
9. Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

48. **Active DUNS number and Central Contractor Registration (CCR) registration required for federal reporting purposes**

**A DUNS number is required following an award:** A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1–866–705–5711 or by applying online at fedgov.dnb.com/webform. Individuals are exempt from this requirement.

**Central Contractor Registration (CCR) is required following an award:** A CCR is the primary registrant database for the U.S. Federal Government. CCR collects, validates, stores, and disseminates data in support of agency acquisition missions, including Federal agency contract and assistance awards. Please note that the term "assistance awards" includes grants, cooperative agreements, and other forms of federal assistance. Whether applying for assistance awards, contracts, or other

business opportunities, all entities are considered "registrants". For **Central Contractor Registration (CCR) handbook** click here.

49. All recipients of awards of $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipients.

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## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement.

**1. LOBBYING:**

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)**

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR -

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application 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 antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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## CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES **RECEIVING $50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees -

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will -

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted -

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) -- **APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.** As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees -

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO.

## CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix:
First Name: Judy
Middle Name:
Last Name: Gordon
Suffix:
Title: Director of Forensics Services
Agency: City of Charleston Police Department
Mailing Address 180 Lockwood
City: Charleston
State: SC
10 Digit Zip: 29403-5152
Phone Number: 843-556-7270
Fax Number: 843-769-8267
E-Mail Address: gordonj@charleston-sc.gov
Signature:
Bonded: **Yes**

## CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this grant application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the fiscal terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

Prefix: Mr.
First Name: Stephen
Middle Name: A.
Last Name: Bedard
Suffix:
Title: Chief Financial Officer
Agency: City of Charleston
Mailing Address 116 Meeting Street
City: Charleston
State: South Carolina
10 Digit Zip: 29401-2260
Phone Number: 843-579-7529

| | |
|---|---|
| Fax Number: | 843-720-3827 |
| E-Mail Address: | bedards@charleston-sc.gov |
| Signature: | |
| Bonded: | **Yes** |

# JUSTICE ASSISTANCE GRANT PROGRAM
# TERMS AND CONDITIONS

NOTE: THE GRANT TERMS AND CONDITIONS MUST BE SUBMITTED WITH GRANT APPLICATION

GRANT NO.

## CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

| | |
|---|---|
| Prefix: | The Honorable |
| First Name: | John |
| Middle Name: | |
| Last Name: | Tecklenburg |
| Suffix: | |
| Title: | Mayor |
| Agency: | City of Charleston |
| Mailing Address: | 80 Broad Street |
| City: | Charleston |
| State: | South Carolina |
| 10 Digit Zip: | 29401-2260 |
| Phone Number: | 843-724-3739 |
| Fax Number: | 843-720-3827 |
| E-Mail Address: | tecklenburgj@charleston-sc.gov |
| Signature: | |
| Bonded: | **Yes** |

* **NOTE**: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

# REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date:

SUBGRANTEE : Charleston Police Department

GRANT TITLE : Latent Print System Enhancement Grant

Type of Request:

☐ Programmatic Revision

☐ Budget Revision:

## ☐ 1. REQUEST FOR EXTENSION

| | | |
|---|---|---|
| Last Approved Grant Period: | Begin Date: | End Date: |
| Proposed Grant Period: | Begin Date: | End Date: |

Section 1a.

JUSTIFICATION FOR PROPOSED EXTENSION:

## ☐ 2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION

| Specific Area(s) to be revised | Current Approved Federal Amount | Requested Amount | Difference (+) (-) |
|---|---|---|---|
| Personnel | $0 | $0 | $0 |
| Contractual Services | $0 | $0 | $0 |
| Travel | $0 | $0 | $0 |
| Equipment | $0 | $0 | $0 |
| Other | $0 | $0 | $0 |
| Total | $0 | $0 | $0 |

JUSTIFICATION FOR THE REQUESTED REVISION:

PAGE NUMBER(S) OF REVISED GRANT PAGES:

## 3. SUBGRANTEE GRANT OFFICIAL:

Print Name:

Signature: (Signature not required for Electronic Submissions)

**FOR STATE FUNDING AGENCY ONLY:**

Senior Accountant

Date

Initial

Program Coordinator

Date

Initial

Availability of Funds:

Date

Initial

Comments:

# COMMITTEE / COUNCIL AGENDA

6.)

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Stephen A. Bedard **DEPT.** BFRC

**SUBJECT:** SC PALMETTO PRIDE GRANT PROGRAM

**REQUEST:** To accept the Palmetto Pride – Keep South Carolina Beautiful Grant in the amount of $8,000 for the Clean City Clara & Talking Trash Program

**COMMITTEE OF COUNCIL:** W&M **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | ✓ | | [signature] | ✓ |
| Cap. Proj. Cmte. Chair | | | | |
| Deputy Director of Parks | X | | [signature] | |
| Grants Manager | X | | [signature] | |

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

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

Balance in Account _____ Amount needed for this item _____

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

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

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:***

***No City match required***

**Mayor's Signature:** [signature]

**Joseph P. Riley, Jr., 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.**

**PalmettoPride**

PO Box 50217
Columbia, SC 29250
1.877.PAL.PRDE (Toll Free)
1.803.758.6034
Fax 1.803.758.6032
www.palmettopride.org

November 30, 2015

Jamie Gillette
Keep Charleston Beautiful
823 Meeting Street
Charleston, SC 29403

Dear Mrs. Gillette:

Thank you for submitting a grant proposal to PalmettoPride. We are pleased to announce that Keep Charleston Beautiful has been selected to receive a Keep South Carolina Beautiful Grant in the amount of $8,000.00.

Please find enclosed the PalmettoPride Grant Guidelines. You will need to fill out the attached Guidelines Acknowledgement page. Please faxed the signed documents to (803) 758-6032. Maintain original documents in your files. **You will not receive your grant check until I receive this signed page.** If you have any questions, please contact me toll-free at (877) 725-7733.

Again, congratulations on your award. Your beautification efforts make a difference in your community and benefit all of South Carolina. We applaud your organization and look forward to working with you through this grant.

Sincerely,

Sherryl Jenkins
Grants Coordinator

Enclosure

Litter Trashes Everyone.
Don't Do It.

## KEEP SOUTH CAROLINA BEAUTIFUL GRANT
## GUIDELINES ACKNOWLEDGEMENT

The Keep South Carolina Beautiful grants will be awarded for one year. The grant period will begin on **December 1** and end on **November 30**. This grant is provided with the understanding that the program will be operated as projected and the funds will be spent as budgeted.

1. Any changes to your budget must be requested in writing and approved by PalmettoPride.
2. Each grantee must submit a one-page report detailing the progress of the grant project by **June 30**.
3. A final grant report is due no later than **November 30**.
   **DO NOT SUBMIT REPORT IN BINDERS.** All supportive documentation should be included as follows:
   a. Expenditure report, **including all receipt copies**, must be completed and attached to the final grant report.
   b. All photographs should be affixed to 8 ½ x 11 sheets of paper and stapled to report.
   c. Photocopies of all newspaper articles.
   d. All letters of commendation and other related documents.
4. Grant funds may not be used for any horticultural purposes unless a long-term maintenance agreement has been reached between the recipient and a local governmental entity or established business. Recipients must submit a letter of commitment from the entity providing long-term maintenance.
5. The PalmettoPride logo must appear on all printed and promotional items associated with the grant project (e.g. t-shirts, signs, invitations, promo items, etc.). PalmettoPride must have final approval on all printed materials prior to publication. To get a copy of the logo, contact Sherryl Jenkins via email at sjenkins@palmettopride.org.
6. Recipients shall ensure that all slogans, logos and messages associated with the grant project are consistent with the PalmettoPride mission. Use of the PalmettoPride logo must be pre-approved by PalmettoPride. Bumper stickers created by the recipient using grant funds shall only contain local messages. Local initiatives shall not duplicate on-going PalmettoPride programs, such as Litter Busters Hotline. Local campaigns should enhance and support statewide initiatives.

**If you fail to comply with these guidelines or to fulfill your proposed grant obligations, PalmettoPride reserves the right to request items and/or financial reimbursement of the amount granted. Failure to submit required reports shall disqualify the recipient for future grants.**

**Please sign this page and return it to our office via mail or fax (803) 758-6032. Maintain original in your files.** If you have any questions or concerns regarding the above guidelines, please contact Sherryl Jenkins, Grants Coordinator, at (803) 758-6034 or via email at sjenkins@palmettopride.org.

Keep Charleston Beautiful
**Organization**

Janet Anne Dillette
**Signature of Project Coordinator for Grant (Contact Person)**

12-7-2015
**Date**

**Please note: The contact person identified above will receive the grant check and all grant-related correspondence.**

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give Form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Keep Charleston Beautiful - City of Charleston

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
☐☐☐ - ☐☐ - ☐☐☐☐

**Employer identification number**
57 - 6000226

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** | **Signature of U.S. person ▶** | **Date ▶**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# KEEP SOUTH CAROLINA BEAUTIFUL GRANT
# PROGRESS REPORT

**Each grantee must submit a one-page report detailing the progress of the grant project June 30th.**

_____

**Organization**

_____ _____

**Signature of Project Coordinator for Grant (Contact Person)** **Date**

## KEEP SOUTH CAROLINA BEAUTIFUL GRANT
## PROGRAM SUMMARY

**Each recipient must submit a one-page final summary of the grant project by November 30.**

_____

**Organization**

_____ _____

**Signature of Project Coordinator for Grant (Contact Person)** **Date**

# KEEP SOUTH CAROLINA BEAUTIFUL GRANT
# EXPENDITURES REPORT

**Expenditure report MUST INCLUDE ALL RECEIPTS and be attached to the final program summary of the grant project. Please list any additional expenses on a separate sheet.**
**REMEMBER THAT ALL FORMS MUST BE SUBMITTED BY NOVEMBER 30.**

**TOTAL SPENT** $_____

**ITEMIZED DESCRIPTION:**

1. _____ $_____
2. _____ $_____
3. _____ $_____
4. _____ $_____
5. _____ $_____
6. _____ $_____
7. _____ $_____
8. _____ $_____
9. _____ $_____
10. _____ $_____

_____
**Organization**

_____ _____
**Signature of Project Coordinator for Grant (Contact Person)** **Date**

7.)

# COMMITTEE / COUNCIL AGENDA

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Will Bryant **DEPT.** CPD

**SUBJECT:** AGREEMENT BETWEEN THE CHARLESTON POLICE DEPARTMENT AND TURNING LEAF PROJECT

Approve a Memorandum of Understanding between Charleston Police Department and the Turning Leaf Project for the purpose of providing a pre-release and post-release reentry program, the purpose of which is to reduce crime and allowing individuals to become contributing members of society. The amount approved for this project is $85,000.00.

**COMMITTEE OF COUNCIL:** W&M **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | x | | | |
| Cap. Proj. Cmte. Chair | | | | |
| Police Department | x | | | x |
| | | | | |

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

If yes, provide the following: Dept./Div.: 200000 Account #: 522206

Balance in Account _____ Amount needed for this item $85,000

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

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

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:***

**Mayor's Signature:** _____

**Joseph P. Riley, Jr., 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.

Turning Leaf Project
Changing lives, Restoring hope
P.O. Box 80112 | Charleston, SC 29416 | 843.847.1089
www.turningleafproject.com

# CONTRACT – TURNING LEAF PROJECT

**THIS AGREEMENT** is executed by and between Turning Leaf Project (hereinafter referred to as "Provider") and the City of Charleston (hereinafter referred to as the "City") for the purpose of offering inmates at the Sheriff Al Cannon Detention Center a pre-release and post-release reentry program (hereinafter referred to as the "Program"). "Provider" includes any staff, Providers or contract employees of Turning Leaf.

**WHEREAS**, it is the intention of the Parties to offer the Program for the purpose of building a healthier and safer community, to reduce crime and violence and rates of re-incarceration, to save tax dollars and to increase the chances of individuals becoming contributing members of society upon release from incarceration.

## I. SCOPE OF AGREEMENT

A. This Agreement forms the basis of mutual understanding and respective responsibilities between Provider and the City for implementation and support of the Program.
B. This Agreement will be from January 1, 2016 to December 31, 2016, with review for continuation of the Program at yearly intervals thereafter. Renewal of this Agreement and continuation of the Program will be subject to each Party signing a renewal agreement.
C. Provider and the City will formally review the progress made towards benchmarks outlined in this agreement on a quarterly basis, by the 15th day of each quarter (March, June, September and December).

## II. RESPONSIBILITIES UNDER THIS CONTRACT

**Pre-Release**:

- Provider will screen jail detainees for appropriate class participation, and coordinate with SC Department of Probation, Parole and Pardon Services, the Charleston County Public Defender's Office, and private defense attorneys and the 9th Circuit Solicitor's Office for Program enrollment. Every effort will be made to ensure that a majority of Program participants have a nexus to the City of Charleston. A nexus includes an arrest by the City of Charleston Police Department or residency or employment in the City of Charleston. City cases are defined as cases originating in the City of Charleston, or having a direct impact on the City.
- Provider will facilitate and / or supervise the facilitation of a 100 hour pre-release program at the Detention Center, to include victim impact and cognitive-behavioral curriculum.
- The Provider will facilitate two (2) Classes each calendar year of at least twelve (12) inmates at the beginning of each Program.

- Provider will coordinate with the Jail Inmate Program Coordinator to screen inmates for participation, develop attendance rosters and Class schedules, and get clearance for victim and guest speakers.
- Provider will coordinate an in-jail, end of Class ceremony as a tool to educate and engage interested community members.

**Post-Release**:

- Provider will coordinate services as deemed appropriate by the Provider from the reentry center. Such services may include: cognitive-behavioral classes, job readiness, substance abuse and other life skills classes (financial management, parenting, character building and similar classes).
- Provider will supervise or facilitate a minimum of twelve (12) hours a week of educational classes to participants after their release from jail.
- Provider will coordinate post-release transitional employment for all participants.
- Provider will supervise Program participants at the reentry center or transitional work site for 36 hours a week, for approximately 4 – 6 months after their release.
- Provider will ensure regular payment to participants.

**Capacity Building & Fundraising**:

- Provider will conduct outreach (including but limited to outreach to political, business and community leaders) in order to build a base of support for Board development, transitional work and permanent employment opportunities, as well as to obtain sustainable sources of funding. Outreach includes but is not limited to traditional and social media, meetings with interested community members and businesses, state and federal agencies and elected officials, contact with faith groups and other nonprofits, and developing relationships with local businesses and policymakers.
- Provider and City will collaborate with the US Attorney's Office to implement the Program, to seek federal assistance, to initiate participation in the program by Federal prisoners, and to further the goals of the project.
- Provider will work with the City to develop a financial partnership with the State of South Carolina, the City of North Charleston and the Charleston County Council.

**Staff Hiring & Supervision:**

- Provider will recruit needed staff to carry out pre and post release program duties and facilitate the hiring of staff, including payroll, tax forms, computer, email and phone setup, and coordinate staff training, and may use contacts, Providers and consultants.
- Provider will supervise hired staff, including providing formalized annual staff evaluations and review.

**Compensation:**

During the term of this Agreement, the Provider will be compensated the amount of $10,000 per quarter for the services of the Executive Director and in the amount $9,500 per quarter for the services of the Program Manager. The total yearly compensation for both the Executive Director and Program manager shall not exceed $78,000.

In addition, the Provider will be reimbursed reasonable expenses not to exceed $1,750 per quarter. Reasonable expenses include: office supplies, classroom supplies, travel and parking, building supplies and maintenance for van and reentry center, internet and phone and classroom incentives. The total yearly expenses shall not exceed $7,000.

Payroll expenses for the 1st quarter need to be paid in advance. Payroll expenses will be invoiced early and need to be paid no later than six (6) weeks into the 1st quarter.

Payroll expenses for the 2nd quarter need to be paid in advance. Payroll expenses will be invoiced early and need to be paid no later than two weeks into the 2nd quarter.

Payroll expenses for the 3rd quarter need to be paid in advance. Payroll expenses need to be invoiced early and need to be paid no later than two weeks into the 3rd quarter.

Payroll expenses for the 4th quarter need to be paid in advance. Payroll expenses need to be invoiced early and need to be paid no later than two weeks into the 4th quarter.

**Data Management & Outcomes:**

- Provider will manage a cloud-based computer database system to capture program data and measure outputs and outcomes.
- Provider will train staff on use of database and ensure that all records are entered efficiently and accurately.
- Provider will act as Administrator of the database and liaison to the consulting software agency, be responsible for making needed modifications to the database as the Program advances, and ensure that relevant data is captured resulting in reports that demonstrate outcomes asked for by funders and community partners.
- Provider will run reports for Board and the City as requested to demonstrate the outcomes and progress of the Project.

III. BENCHMARKS FOR YEAR ONE

**January – March**

Class 1 will begin in jail, with a minimum of 12 participants

- Theory of Change Workshop coordinated and executed.
- First business community luncheon coordinated.
- SC Bar Foundation grant will be submitted.
- One full-time staff member (in addition to the Director& Program Manager) will be hired, and training in-progress.
- Board development – in progress, at least two new Board members.
- Identify additional transitional work opportunities for class 2.
- Annual report distributed via email.

**April – June**

- Pre-release Class 1 complete in April – in-jail ceremony coordinated.
- Group released into reentry center and transitional work coordinated.

- Goal is for 80% of all pre-release Program participants to complete the in-jail portion, and be released into the post-release phase of the Program.
- Yashik Foundation grant submitted.
- Board development and community outreach continues.
- Begin screening new jail candidates in May/June for class 2.
- Submit contract for state probation if available.
- Continue to identify additional transitional work opportunities for class 2.
- Meet with County and North Charleston City Council members to educate about the program and request for funding.

**July – September**

- Transition of Program graduates into full-time unsubsidized employment, vocational training or educational opportunities.
- Goal is for 70% of all post-release participants to successfully complete the Program.
- Report to stakeholders as participants complete.
- Class 2 starts in jail in July.

**October – December**

- Pre-release Class 2 complete in October – in-jail ceremony coordinated.
- Second group released into the reentry center.
- Goal is for 80% of all pre-release Program participants to complete the in-jail portion, and be released into the post-release phase of the Program.
- End of year reporting to funders.
- Provider will work with City and Board to develop the budget and strategic planning documents for 2017.
- Provider will conduct a formal evaluation of staff.
- Provider will have a formal performance review and evaluation by the Board.
- Anticipated completion date for Class 2 is March 2017.

## IV. INDEPENDENT PROVIDER

This Agreement is considered a contract for the provision of services only between the City of Charleston and the Provider as an independent Provider. The Provider agrees to provide services as an independent Provider using individual sound professional judgment and to comply with all applicable professional standards established by any applicable certifying agencies or organizations, and laws and regulations

## V. INSURANCE/INDEMNIFICATION

The Provider acknowledges that the City does not provide any liability insurance for the benefit of the Provider. Thus, if someone is injured as a result of the acts or omissions of the Provider, neither the City nor the City's insurers shall provide any insurance benefits for the benefit of the Provider or its employees or agents. The Provider shall maintain general liability insurance coverage to the limits of $600,000. Except for expenses or liabilities incurred by the Provider arising from the negligence of the City, the Provider hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement. This promise by the Provider to indemnify the City shall include bodily injuries or death occurring to the City's

officers, officials, employees and any person directly or indirectly employed by the City, the City's employees. When the City submits notice, Provider shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

## VI. TERMINATION

The City, by advance written notice, may terminate this Agreement when it is in the best interest of the City of Charleston, including but not limited to the Provider's refusal or failure to perform the services outlined herein in a timely and professional manner in accordance with this Agreement. If this Agreement is so terminated, the Provider shall not be compensated for any costs in connection with a termination for convenience. The Provider shall not be entitled to recover any damages in connection with a termination for convenience.

## VII. WRITTEN AGREEMENT BETWEEN THE CITY AND PROVIDER

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto. This Agreement may be modified only by a written agreement signed by the City and the Provider.

## VIII. NOTICE

Any notice, authorization, request or demand required or permitted under this Agreement shall be in writing and shall be deemed to have been given on: (a) the date of service of served personally or (b) the third day after mailing by first-class mail, registered or certified, postage prepaid, to the party to whom notice is given if properly addressed as follows:

For the City:

Mayor John Tecklenburg
80 Broad Street
Charleston, SC 29401

With copies to:

Chief Greg Mullen
Charleston Police Department
180 Lockwood Blvd.
Charleston, SC 29403

Legal Department
50 Broad Street
Charleston, SC 29401

For the Provider: _____

_____

## IX. CONTROLLING LAW

The laws of South Carolina shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto, by their authorized representative, have signed this Agreement on the day and year first written above.

| | |
|---|---|
| Amy Barch, "Provider," Turning Leaf Project | Date |
| Chief Greg Mullen,<br>City of Charleston Police Department | Date |
| John Tecklenburg<br>Mayor, City of Charleston | Date |

# COMMITTEE / COUNCIL AGENDA

8.)

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Chief Karen Brack **DEPT.** Fire Department

**SUBJECT:** MUTUAL AID AGREEMENT-JOINT BASE CHARLESTON

**REQUEST:** Mutual aid agreement between Joint Base Charleston and Charleston Fire Department for fire protection services.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Corporate Counsel | ☐ | ☐ | | ☐ |
| Cap. Proj. Cmte. Chair | ☐ | ☐ | | ☐ |
| Fire Department | x | ☐ | FOR CHIEF BRACK | ✓ |
| | ☐ | ☐ | | ☐ |

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

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

Balance in Account _____ Amount needed for this item _____

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

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

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:***

**Mayor's Signature:** _____
**Joseph P. Riley, Jr., 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.**

**AGREEMENT FOR MUTUAL AID IN FIRE EMERGENCY SERVICES (US)**

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 1st day of December 2015, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander, Joint Base Charleston pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of the "City of Charleston Fire Department." Together the Joint Base Charleston (JB CHS) Fire Department and City of Charleston Fire Department are hereinafter referred to as the "Parties."

**WITNESSETH:**

**WHEREAS**, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and

**WHEREAS**, as set forth in 42 U.S.C. § 1856 the term "fire protection" includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and

**WHEREAS**, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 Emergency Management and Assistance and Air Force Instruction 32-2001, Fire Emergency Services Program.

b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.

c. On request to a representative of the JB CHS fire department by a representative of the City of Charleston fire department, fire protection equipment and personnel of the JB CHS fire department will be dispatched to any point within the area for which the City of Charleston fire department normally provides fire protection services as designated by the representatives of the City of Charleston fire department.

d. On request to a representative of the City of Charleston fire department by a representative of the JB CHS fire department, fire protection equipment and personnel of the City of Charleston fire department will be dispatched to any point within the jurisdiction of JB CHS as designated by the installation.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

(1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.

(2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.

(3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.

(4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.

(5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the City of Charleston fire department normally provides fire protection services, the chief of the JB CHS fire department or his or her representative may assume full command on arrival at the scene of the crash.

(6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for JB CHS to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), the City of Charleston fire department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional fire fighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

i. All equipment used by the City of Charleston fire department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for the City of Charleston fire department under this Agreement will, at the time of such action, be an employee or volunteer member of the City of Charleston fire department.

j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.

k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.

l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the

dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.

m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

**For the Air Force:**
Joint Base Charleston
ROBERT K. LYMAN, Colonel, USAF
Commander
102 E. Hill Blvd, Suite A, Room 100
Joint Base Charleston SC 29404-5004

And:

**Department of the Air Force**
AFCEC/CXF
139 Barnes Dr, Suite 1
Tyndall AFB FL 32403-5319

And:

**Joint Base Charleston**
c/o Fire Chief
David L. Rose, CMSgt, USAF
103 South Bates Street
Joint Base Charleston SC 29404-5004

**For the City of Charleston Fire Department**
City of Charleston Fire Department
Karen Brack
Fire Chief
46 ½ Wentworth Street
Charleston SC 29401

**TERMS OF THE AGREEMENT**

n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years (1 December 2015) from that date (the "Term") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this Agreement during the Term by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.

o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.

p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.

q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For City of Charleston Fire Department
By: _____
Name: _____

FIRE CHIEF
Date: _____

THE UNITED STATES OF AMERICA
by the Secretary of the Air Force
By: Robert Lyman
Name: Robert Lyman

COMMANDER, Joint Base Charleston
Date: NOV 23 2015

# COMMITTEE / COUNCIL AGENDA

9.)

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Geona Shaw Johnson **DEPT.** Housing & Community Dev

**SUBJECT:** CONTRACT AMENDMENT –HUMAN SERVICES COMMISSION NOW PALMETTO COMMUNITY ACTION PROGRAM

**REQUEST:** Mayor and City Council approval is requested to amend two contracts previously awarded in the amount of $50,000 each totaling $100,000 in HOME Investment Partnerships Program funds. The awards were approved by City Council, April 12, 2011 and March 15, 2012. The Amendment commits an additional $25,000 to the Human Services Commission to finalize the construction of two apartment buildings with three bedrooms and two bathrooms located @ 1562 Mulberry Street for persons earning sixty (60%) percent and below the Area Median Income. The funds for this Amendment is derived from HOME Program Income.

**COMMITTEE OF COUNCIL:** Ways and Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| Housing & Cmty Deve | x | | Geona Shaw Johnson | X |
| Corporate Counsel | x | | Alfredo V. Andrews | ✓ |
| | | ✓ | | |
| | | | | |

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

☐ ☐ ☐

If yes, provide the following: Organization Key _____ Account # 470010-57282

Balance in Account _____ Amount needed for this item _____

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

**CFO's Signature:** Amy Wharton

***FISCAL IMPACT:***

**Mayor's Signature:** _____

**Joseph P. Riley, Jr., Mayor**

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

**STATE OF SOUTH CAROLINA)**
**)** **CONTRACT AMENDMENT**
**COUNTY OF CHARLESTON )**

THIS AMENDMENT is entered into this 12th day of January, 2016, by and between Charleston County Human Services, Inc., now known as Palmetto Community Action Program, (hereinafter the "Subrecipient") and the City of Charleston (hereinafter the "City").

WHEREAS, the City and the Subrecipient entered into an Agreement, which was approved by Charleston City Council on April 12, 2011, and a second Agreement which was approved by Charleston City Council on March 15, 2012, in the amount of $50,000 respectively, copies of which are attached hereto as Exhibits A and B, (hereinafter the "Agreements"); and,

WHEREAS, pursuant to the terms of the Agreements, the Subrecipient agreed to demolish two structures and construct two duplexes, containing two three-bedroom rental apartments for the purpose of creating rental housing for a person or family whose income does not exceed sixty percent of the Area Median Income (AMI) as defined by the Department of Housing and Urban Development; and,

WHEREAS, the Subrecipient, based on the zoning category of the property upon which construction of the aforementioned apartments was to occur, could only build two apartment buildings containing one apartment with three bedrooms each which resulting in a reduction of the number of affordable rental apartments and the proposed rental income necessary to repay debt associated with the construction; and,

WHEREAS, the Subrecipient requires additional funding to finalize the construction of the aforementioned apartments; and,

WHEREAS, the City desires to amend the Agreement to allow for the completion of the apartments and the rental of those apartments by low and moderate income families in the City of Charleston;

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants and obligations hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City and Subrecipient agree as follows:

1. Section I, SCOPE OF SERVICE, Activities; shall be amended as follows:

Funds shall be utilized to build two apartment buildings containing one three- bedroom apartment in each building for a person or family earning sixty percent (60%) or below the Area Median Income (AMI) as defined by the Department of Housing and Urban Development.

2. Section 3 entitled "PAYMENT: Activities" shall be amended as follows:

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed one hundred and twenty-five thousand ($125,000) dollars. A total of $10,280.00 has not yet been disbursed to the Subrecipient from the Agreements which shall provide the Subrecipient with available funds totaling $35,280.00.

3. In all other respects, the Agreements entered into by and between the City and Subrecipient remain unmodified and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first above written after due authorization by the City of Charleston City Council.

WITNESSES

_____
Date: _____

_____
Date: _____

CITY OF CHARLESTON

By:_____
John J. Tecklenburg
Its: Mayor
Date: _____

Charleston Palmetto Community Action Program Inc.

By: _____
Arnold Collins
Its: Chief Executive Officer
Date: _____

_____
Date: _____

_____
Date: _____

Exhibit A

# CONTRACT BETWEEN THE CITY OF CHARLESTON
# AND
# Charleston County Human Services Commission
# FOR
# HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS

THIS AGREEMENT (the "***Agreement***"), entered as of the 18th day of November 2011 (the "***Effective Date***") by and between the City of Charleston, South Carolina (the "***City***"), and the Charleston County Human Services Commission (a/k/a "**Subrecipient**").

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992; and

WHEREAS, the City of Charleston wishes to engage Charleston County Human Services Commission in utilizing Fifty Thousand dollars ($50,000) of HOME Investment Partnership Program funds (the "***Funds***");

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein the parties agree as follows:

## I. SCOPE OF SERVICE

### A. Activities

Funds will be used to demolish two buildings and construct a duplex containing two (2) three-bedroom rental homes for the purpose of renting to persons earning sixty-five percent (65%) or below the Area Median Income as established by HUD. By accepting and expending the Funds, Subrecipient, agrees to be bound by the terms of this Agreement and to use the Funds solely for the purposes and requirements set forth herein, and subject to the requirements, outlined in the narrative attached hereto and made a part hereof as **Addendum "A"** (the "***Scope of Services***").

### B. Performance/Objectives Monitoring

1. The City will monitor the performance of the Subrecipient against goals and performance standards required under this Agreement. Substandard performance by the Subrecipient, as determined by the City, will constitute a default under this Agreement and will entitle the City to any and all remedies available under this Agreement, at law or in equity.

2. The Subrecipient acknowledges that compliance with its obligations under this Agreement shall not entitle Charleston County Human Services Commission to future funding by the City.

3. Subrecipient further acknowledges that the "general objective category" for this

Project is "accessibility" and the "general outcome category" is "decent housing" as such terms are defined in the Community Planning Development Outcome Measurement System guidelines.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Agreement.

D. Budget

The program budget (the "***Budget***") attached hereto as Addendum B is hereby made a part of this Agreement and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Construction of the Project and related activities shall commence on the Effective Date and shall end on the date that is **one (1) year** thereafter (the "***Construction Period***"). Notwithstanding completion of the Project, this Agreement shall continue in full force and effect until the later of (a) the expiration of the Affordability Period for the Unit that is last to expire or (b) the time period during which Subrecipient remains in control of HOME funds or other assets including Program Income (hereafter defined). The City shall be entitled to review the performance of Subrecipient to determine whether Subrecipient is carrying out its HOME assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City shall conduct an assessment to determine the amount of funds remaining in Subrecipient's control. In the event Subrecipient's performance demonstrates a lack of timeliness as required in accordance herewith and should Subrecipient fail to demonstrate to the City that the lack of timeliness has resulted from factors beyond Subrecipient's reasonable control, the City shall provide Subrecipient the opportunity to prepare and implement a workout plan, as approved by the City, within thirty (30) days of the City's finding of such lack of timeliness by Subrecipient. Should Subrecipient fail to fulfill its obligations as herein set forth, the City reserves the right, in addition to any other remedy available at law or in equity, to declare Subrecipient in default under this Agreement, terminate Subrecipient's access to the Funds or terminate the Agreement in its entirety at no cost to the City.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed fifty thousand dollars ($50,000).

B. The Fund shall only be used and applied as expressly authorized under this Agreement, and shall not be used for direct or indirect payment of

administrative costs incurred by Subrecipient.

## IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City

Ms. Geona Shaw Johnson, Director
Housing and Community Development Department
145 King Street, Suite 400
Charleston, South Carolina 29401
(843) 724.3766; Fax: 965-4180

City of Charleston Legal Department
Post Office Box 652
Charleston, South Carolina 29402
843.724.3730

Mayor Joseph P. Riley, Jr.
Post Office Box 625
Charleston, SC 29401
843.577.9560

Charleston County Human Services Commission Incorporated

Mr. Arnold Collins, Chief Executive Officer
Charleston County Human Services Commission
1069 King Street
Charleston, South Carolina 29403
843.724.6760; Fax: 843.724.6787

## V. GENERAL CONDITIONS

### A. General Compliance

Subrecipient agrees to comply with all applicable federal, state and local laws and regulations governing the Funds.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee or joint ventures between the parties. Subrecipient shall at all times remain an

independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as Subrecipient is an independent non-profit organization chartered under the State of S.C.

C. Indemnification and Hold Harmless

Subrecipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Subrecipient's performance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

Subrecipient shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. Insurance and Bonding

Subrecipient shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

F. Grantor Recognition

Subrecipient shall insure recognition of the role of the grantor-City agency in providing services in accordance with this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, Subrecipient shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G Transparency Act Requirements

Subrecipient shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number.
5. CFDA
6. Project Description

7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

H. Amendments

This Agreement may not be amended or modified except in a writing signed by each of the parties hereto.

The City, may, at its discretion, amend this Agreement to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written agreement signed by both the City and Subrecipient.

I. Suspension or Termination

In addition to any other remedy available under this Agreement, at law or in equity, the City may suspend or terminate this Agreement, in whole or in part, if Subrecipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein. If the City determines that Subrecipient is in noncompliance, it shall notify Subrecipient in writing of noncompliance. Thereafter, if Subrecipient fails to correct noncompliance within thirty (30) days, then Subrecipient shall, at the option of the City, be declared in default and the City may declare Subrecipient ineligible for any further participation in City contracts, and shall be entitled to seek any other remedies available under this Agreement, at law or in equity.

J. Covenants.

Anything contained herein notwithstanding, the Property, the Project, or any Unit or other portion thereof shall not be sold, conveyed, or transferred by Subrecipient in violation of the Covenants as hereinafter described and Subrecipient shall include the Covenant which shall run with the land and require the Unit to be held, transferred and conveyed as rental property for low and moderate-income persons subject to the covenants (the "***Covenants***"), the form of which shall have been approved in writing by the City of Charleston Department of Housing and Community Development prior to such conveyance. The Affordability Covenants shall provide, generally, that the Unit shall be held, owned, sold, conveyed, transferred, only for the purposes outlined in this Agreement. The Covenants shall run with the land for a period of thirty (30) years. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce the Covenants. In addition, the Covenants shall state that the City is a beneficiary thereof and entitled to enforce such Covenants.

## VI. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Financial Management Standards

Subrecipient shall comply with all financial management standards outlined in and incorporated as part of this Agreement.

#### 2. Accounting Standards

Subrecipient agrees to comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

#### 3. Cost Principles

Subrecipient shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" shall apply for all costs incurred whether charged on a direct or indirect basis.

#### 4. Program Income

As used herein, "***Program Income***" means gross income earned by Subrecipient from activities directly supported by the Funds. Such earnings include interest earned on advances. Such earnings may also include, but shall not be limited to, income from service fees. Subrecipient shall retain Program Income to carry out the Project or other projects for which use of the Program Income is authorized by the City in writing. Funds from the sale of real or personal property either provided by the City or purchased in whole or in part with funds made available under this Agreement shall also be used for the programs described herein.

### B. Documentation and Record-Keeping

#### 1. Records to be maintained

Subrecipient shall maintain all records required by the Federal regulations

specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of the Project and each Unit sale to a Qualified Owner;
b. Records demonstrating that Project and each sale to of a Unit to a Qualified Owner meets income requirements, affordability requirements and property standards;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (including the Funds);
e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention of Records

Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of this Agreement, after the resolution of all Federal audit findings, or five (5) years after the final disposition of such property, whichever occurs later.

3. Client Data

Subrecipient shall maintain sufficient data to demonstrate each tenant's eligibility for the program. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City and HUD staff or their designees for review upon request. Such records shall be kept for the Affordability Period applicable to the Project.

4. Property Records

Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold (including the Property and each Unit). Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Part 92.353 (f).

5. Close-Outs

Subrecipient's obligations to the City shall not end until all close-out requirements

are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

Upon its expiration or dissolution, Subrecipient, shall transfer to the City any funds on hand which have been provided under this Agreement and any accounts receivable attributable to the use of the Funds. Any real property or equipment under Subrecipient's control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, including the Property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the property or the Property.

6. Audits and Inspections

a. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, the Federal Government, or their designees, at any time during normal business hours, as often as the City or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

b. Any deficiencies noted in audit reports must be addressed by Subrecipient within 30 days after receipt of notice of such deficiencies by Subrecipient and cleared by Subrecipient within six months. Failure of Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of payments to Subrecipient.

7. Progress Reports

Subrecipient shall submit regular Progress Reports to the City on a quarterly basis in the form and content required by the City. In addition to any other remedy available under this Agreement, at law or in equity, funds may be withheld until such documentation is submitted.

8. Fraud Policy

In order to protect the funds, including the Funds, granted to the City of Charleston and utilized by the Subrecipient in performance of services covered by this Agreement, Subrecipient is required to have a fraud policy in effect during the term of this Agreement. The fraud policy shall establish

procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the Funds and services covered by this Agreement. A copy of the policy shall be provided to the City upon request.

C. Financial Reporting and Payment Procedures

1. Budgets

Subrecipient shall submit a detailed budget within five days of the date of this Agreement in a form and content prescribed by the City's Finance Department for approval by the City. The City and Subrecipient may agree to revise the budget form from time to time in accordance with existing city polices.

2. INTENTIONALLY OMITTED

3. Payment Procedures

The City shall reimburse or make available to Subrecipient monies available from the Funds under this Agreement based upon invoices and documentation submitted by Subrecipient and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by Subrecipient and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of Subrecipient.

4. Audit of Records

Subrecipient shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors who are licensed Certified Public Accountants to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. Subrecipient further agrees to make available all records, audits and reports relative to the fiscal and programmatic aspects of its program upon request by the City.

D. Procurement

1. Compliance

Subrecipient shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy

as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Subrecipient shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Relocation, Acquisition and Displacement

Subrecipient agrees to comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing the Funds. Subrecipient also agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Subrecipient agrees further to comply with applicable City ordinances, resolutions and policies concerning displacement of individuals from their residences.

## VII. PERSONNEL AND PARTICIPANT CONDITIONS

### A. Civil Rights

1. Compliance

Subrecipient agrees to comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Subrecipient shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for

training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale of land acquired, cleared or improved with assistance provided under this Agreement, Subrecipient shall cause or require a covenant running with the land to be inserted in the deed such transfer, prohibiting discrimination as herein defined, in the sale of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and shall not itself discriminate.

4. Section 504

Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Subrecipient agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to Subrecipient to assist in the formulation of such a program.

2. Women/Minority Owned Businesses

Subrecipient shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-

Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. Subrecipient may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Subrecipient shall furnish any and all information and reports required hereunder and shall permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

a. Subrecipient certifies that no Federal appropriated funds have been paid or shall be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, 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 any Federal contract, grant, loan or cooperative agreement.

b. Subrecipient certifies that if any funds other than Federal appropriated funds have been paid or shall 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 the Federal contract, grant, loan or cooperative agreement, it shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Subrecipient certifies that the language of paragraphs (a) and (b) above shall be included in documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans

and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this contract. Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City and HUD officials upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal funding assistance provided under this Agreement and

binding upon Subrecipient and any contractors or subcontractors for work in connection with this Agreement. Further, Subrecipient agrees to incorporate the following language in all contracts and subcontracts executed for work under this agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

Subrecipient agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

Financial assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor or Subrecipient during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. Conduct

1. Assignability

Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto.

2. Conflict of Interest

Subrecipient agrees to abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Agreement. Subrecipient further covenants that in the performance of this Agreement, no person having a financial interest shall be employed or retained by Subrecipient hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or JDC Network which are receiving funds under the HOME Program.

3. Religious Organizations

Subrecipient agrees that the Funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. Subcontracts

a. Selection Process

Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

Subrecipient shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in performance of this Agreement.

c. Monitoring

Subrecipient shall monitor all subcontracted services on a regular basis to insure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

## VIII. ENVIRONMENTAL CONDITIONS

A. Air and Water

Subrecipient agrees to comply with the requirements of the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR,

Part 50, as amended.

- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

B. Flood Disaster Protection

Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement. In addition, all properties assisted with Federal funds under this agreement are required to have flood insurance on the property.

C. Lead-Based Paint

Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Hazardous Materials.

Subrecipient covenants that shall not permit any Hazardous Materials to be brought onto the Property or any other real property owned by JDC Network, or if so brought or found located thereon, shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations. Subrecipient agrees to notify the City of any enforcement, clean-up, remediation or other actions regarding the Property and any claims made or threatened by third parties against Subrecipient relating to losses or injuries resulting from the Hazardous Materials. Subrecipient shall provide to the City, in form and substance satisfactory to the City, copies of all documentation and data relating to or dealing with any Hazardous Materials used, stored or released in or on the Property and the easements or rights of access to the Property for the purposes of conducting environmental investigations and audits deemed necessary or desirable by the City.

Subrecipient agrees that Subrecipient shall reimburse the City for and hold the City harmless from all fines or penalties made or levied against the City by any Governmental Authorities or other agency or authority as a result of or in connection with (i) the use of the Property, (ii) the use of facilities

thereon (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials, or any other material, the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule, regulation, ordinance or order at any time, or (iv) any release of any nature onto the ground or into the water or air from or upon the Property at any time. Subrecipient also agrees that Subrecipient shall reimburse the City for and indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorneys' fees) and for all civil judgments or penalties incurred, entered, assessed, or levied against the City as a result of Subrecipient's use of the Property. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by Subrecipient from or upon the Property and all expenses incurred by the City as a result of such civil actions, including, but not limited to, reasonable attorneys' fees and expenses. In addition, Subrecipient hereby agrees to indemnify, defend and hold the City and its successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including attorneys' fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or property damage due to a release or alleged release of Hazardous Materials in the surface or ground water arising from Subrecipient's business operations, or gaseous emissions arising from Subrecipient's business operations or any other condition existing or arising from Subrecipient's business operations resulting from the use or existence of Hazardous Materials, whether such claim proves to be true or false. Subrecipient further agrees that its indemnity obligations include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Subrecipient, regardless of whether Subrecipient, Inc. has paid the employee under the workers' compensation laws of any state or other similar federal or state legislation for the protection of employees. The term "property damage", as used in this paragraph includes, but is not limited to, damage to any real or personal property of Subrecipient, the City and any third parties. Subrecipient's obligations hereunder shall survive the repayment of the Loan and any foreclosure of the Mortgage or other collateral securing the Loan or any deed in lieu of foreclosure. As used herein, "***Hazardous Materials***" includes all materials defined as hazardous wastes or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos.

## IX. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

X. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, Subrecipient acknowledges that the funding to be received under this Agreement is federal funding and Subrecipient agrees to abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

XI. INCORPORATION OF LAWS, RULES AND REGULATIONS

All Local, State and Federal laws, rules, and regulations, including, without limitation, those specifically referenced herein (collectively, the "***Applicable Regulations***"), applicable to Subrecipient, the Fund or the Property are incorporated herein by reference and made a part hereof. Subrecipient shall comply with all Applicable Regulations, and failure to so comply shall be an event of default under this Agreement.

XII. AGREEMENT SHALL RUN WITH THE LAND.

The terms, conditions and obligations of this Agreement shall touch and concern and run with title to the Property, shall be perpetual except as set forth herein, and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESSES:

Rita Marab

Claire G. Willetti

The City of Charleston

By: Joseph P. Riley, Jr.
Its: Mayor

Margie Smalls

Charleston County Human Services Commission

By: Arnold Collins
Its: Executive Director

Charleston: 735138 v.3

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

THE INSTRUMENT was acknowledged before me this 6th day of January, ~~2011~~ 2012, by the CITY OF CHARLESTON, by Joseph P. Riley, Jr., its Mayor.

Notary Public for South Carolina
My Commission Expires: 3/22/12

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of December, 2011, by Charleston County Human Services, Inc., by Arnold Collins, its Executive Director.

Notary Public for South Carolina
My Commission Expires: 09-11-2012

Charleston: 735138 v.3

# ADDENDUM "A"
## SCOPE OF SERVICES
## CHARLESTON COUNTY HUMAN SERVICES COMMISSION, INC

A. Charleston County Human Services Commission, Inc. shall utilize the Funds to demolish and construct two rental apartments to be occupied by low and moderate income residents.

B. Charleston County Human Services Commission, Inc. shall execute at closing, a Note and Mortgage in favor of the City of Charleston for the Funds which are being provided for the demolition and construction of the property. The Note and Mortgage are identified as Addenda C and D.

C. Charleston County Human Services Commission, Inc shall conduct an environmental assessment to ensure compliance with HUD regulations and requirements.

D. Charleston County Human Services Commission, Inc shall ensure that the residence is built in 12 months from the time of execution of this Agreement.

E. Charleston County Human Services Commission, Inc. shall manage the construction services for this development to ensure that proper inspections by Department of Housing and Community Development staff and City of Charleston Inspection Departments are completed.

F. Charleston County Human Services Commission, Inc shall leverage additional funding to ensure ongoing sustainability of the Project and the organization.

## ADDENDUM B

### Charleston County Human Services Commission, Inc
### 2011-2012 Budget Summary

| Funding Source | Amount | Commitment Status |
|---|---|---|
| City of Charleston HOME funds | $ 50,000 | Approved by City Council March 2011 |
| Charleston County Human Services Commission funds | $ 200,000 (private funding) | Applied for |
| Total | $ 250,000 | |

Charleston: 735138 v.3

## ADDENDUM C

## HOME PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain AGREEMENT BETWEEN THE CITY OF CHARLESTON AND CHARLESTON COUNTY HUMAN SERVICES COMMISSION, INC., FOR HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS with the City of Charleston, South Carolina ("City") of even date herewith (the "Agreement"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, Charleston County Human Services Commission, Inc., the undersigned, (hereinafter referred to as the "BORROWER") promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Thirty (30) years plus one day after the execution of this Note, if not sooner paid, the principal sum of Fifty Thousand and No/100 ($50,000.00) Dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of prepayment or default hereunder said rate shall be calculated on an annual basis (the "Interest Rate") and said Interest Rate may be waived or reduced by and under the sole discretion of the CITY. This Note evidences a loan by the CITY to the BORROWER for the exclusive purpose of constructing residential property for rental purposes on that certain piece, parcel or tract of land located at 1562 Mulberry Street in the City of Charleston, and bearing Charleston County Tax Map No. 350-07-00-096 (the "***Property***") for the development, in accordance with the Agreement by BORROWER subject to the terms and conditions of the Agreement (the "***Project***").

This Note is secured by a Mortgage on the above-referenced PROPERTY of even date herewith in favor of the CITY.

So long as the Borrower complies with the terms and conditions of the Agreement, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of Thirty (30) years from the date of this Note, any then-outstanding balance shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its security as provided herein or in the Mortgage securing this Note, and the interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and

provided further that in the event the BORROWER defaults in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the CITY.

If default be made in the performance of or compliance with any of the covenants and conditions of this Agreement, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the CITY with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the CITY'S rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

| | |
|---|---|
| The CITY- | City of Charleston<br>City Hall<br>P.O. Box 304<br>Charleston, SC 29402<br>Attn: Director, Dept. of Housing & Community Development |
| The BORROWER- | Charleston County Human Services Commission<br>1069 King Street<br>Charleston, SC 29403<br>Attn: Executive Director |

The BORROWER shall notify the CITY of any change in the BORROWER'S address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy courts, or under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten (10%) percent of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of Fifty Thousand Dollars ($50,000).

This Note is secured by a Mortgage of even date encumbering the PROPERTY located in the City of Charleston, County of Charleston, State of South Carolina.

IN WITNESS THEREOF, the undersigned has executed this Note on this 14th day of December, 2011.

SIGN, SEALED AND DELIVERED

**IN THE PRESENCE OF:**

**Witness**

**Witness**

**Charleston County Human Services Commission**

**By: Arnold Collins**
**Its: Executive Director**

Charleston: 735138 v.3

**ADDENDUM D**

**STATE OF SOUTH CAROLINA )**
**) HOME PROGRAM MORTGAGE**
**COUNTY OF CHARLESTON )**

THIS HOME PROGRAM MORTGAGE (herein the "Mortgage") is made this __ day of _____, 2011 between Charleston County Human Services Commission, whose address is 1069 King Street, Charleston, S.C., 29403, a South Carolina non-profit Corporation (herein the "Borrower") and the City of Charleston, whose address is City Hall, P. O. Box 304, Charleston, South Carolina 29402 (herein the "Lender").

TO SECURE to the Lender the repayment of the indebtedness evidenced by the Home Program Promissory Note of even date herewith (herein the "Note"), a copy of which is attached hereto as Addendum C and the terms of which are incorporated by reference herein, in the original principal sum of Fifty Thousand dollars, ($50,000), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, Borrower by these presents does grant, bargain, sell and release unto the Lender, the City of Charleston, its successors and Assigns, the following real property located in the City of Charleston, Charleston County, State of South Carolina, described in Exhibit "A", attached hereto and incorporated by reference herein subject to the remaining terms hereof (herein the "Property") which has the address of 1562 Mulberry Street, Charleston, South Carolina (herein the "Property Address").

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.

TO HAVE AND TO HOLD all and singular the Property unto the said Lender, its successors and assigns, forever, together with all the improvements now or hereafter erected on the Property, and all easement, rights, appurtenances, rents as provided herein at the sole election of the Lender, royalties, minerals, oil and gas rights and profits, water, water rights, water stock, and all fixtures now or hereafter attached to the Property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are herein

referred to as the "Property".

The Borrower covenants that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Borrower shall warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

The Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Borrower and Lender acknowledge and agree that this Mortgage is security for the obligation of the Borrowers, Charleston County Human Services Commission to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Upkeep of Property. The Borrower shall keep the dwelling when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Borrower shall complete or restore promptly in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Borrower shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Borrower shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. Insurance, etc. The Borrower shall provide, maintain and deliver to the Lender evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the PROPERTY, the lender shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage

encumbering the Property, the Borrower shall assign to the Lender any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.

4. Taxes, etc. The Borrower shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

5. Change in Form of Ownership. The Borrower shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the Lender or HUD).

6. INTENTIONALLY OMITTED

7. Occupancy Control; Compliance with Contract. The Borrower hereby covenants and agrees that it shall demolish and construct housing at the Property for the purpose of constructing rental dwelling for persons earning 65% and below of the Area Median Income. The Borrower further agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. Affirmative Marketing Policy. Attached as Exhibit B.

9. Superior liens; Subordination. Borrower covenants and agrees that this Mortgage shall be a first priority lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Borrower shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. Layering. The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that

impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Borrower agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.

11. Borrowers Not Released. Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Borrower or any successor in interest of the Borrower shall not operate to release, in any manner, the obligations of the original Borrower and Mortgagor's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

12. Forbearance by Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

13. Lender as Attorney in Fact. Subject to the terms of any prior mortgage encumbering the Property, the Borrower hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Assignment; assumption. The Note secured by this Mortgage may not be assumed without

the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Borrower without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing agreed to between the Lender, Borrower and transferee.

16. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Borrower, if any.

17. Joint and Several Liability. All covenants and agreements of the Borrower shall be joint and several.

18. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. Notice. Any notice of one party to the other shall be in writing to the parties as follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Borrower:

Charleston County Human Services Commission
Attn: Executive Director
1069 King Street
Charleston, SC 29403

The Borrower shall notify the Lender of any change in the Borrower's address.

20. Governing Law and Severability. This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. Borrower's Copy. The Borrower shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or

(b) Thirty (30) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Borrower defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Borrower defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. Rights to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. Attorney's Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including reasonable attorney's fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. Termination of Mortgage. When the Borrower, Borrower's heirs, successors, executors or

administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void. Otherwise it shall remain in full force and effect in accordance with the terms of the Note and Mortgage.

26. Borrower's Right to Possession. The Borrower is to hold and enjoy the Property until default of payment shall be made.

Upon completion of all terms and conditions of this Note by the Borrower and upon payment of any and all balance due, the Borrower shall be entitled to a release and satisfaction of this Note by the Lender at the Borrower's own cost.

IN WITNESS THEREOF, the Borrower has executed this Mortgage this 19th day of December, 2011

**SIGN, SEALED AND DELIVERED**
**IN THE PRESENCE OF:**

**CHARLESTON COUNTY HUMAN SERVICES COMMISSION, INC.**

**By: Arnold Collins**
**Its: Executive Director**

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

I, Budelle V. Houseworth, the undersigned Notary Public, do hereby certify that CHARLESTON COUNTY HUMAN SERVICES COMMISSION, INC., by **Arnold Collins**, its Executive Director, personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and official seal this 19th day of December, 2011.

Notary Public
State of South Carolina
My Commission Expires: 09/11/2012

Charleston: 735138 v.3

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

# HOME Rental Program Affirmative Marketing Policy

## Statement of Policy

In accordance with the regulations outlined in the HOME Program's Affirmative Marketing (92.351) and Equal Opportunity and Fair Housing (92.350) sections of the HUD Federal Register, and in furtherance of the City of Charleston's commitment to non-discrimination and equal opportunity in housing, the City of Charleston establishes procedures to affirmatively market units constructed or rehabilitated under the HOME Program. These procedures are intended to further the objectives of Title V111 of the Civil Rights Act of 1968, Executive Order 11063 and the City of Charleston's local Fair Housing Ordinance.

The City shall also ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.

It is the affirmative marketing goal of the City of Charleston to assure that individuals who normally might not apply to purchase newly constructed or rent vacant rehabilitated units because of their race or ethnicity:

- know about vacancies,
- feel welcome to apply, and/or
- have the opportunity to purchase or rent the units.

The City of Charleston is committed to the goals of affirmative marketing which shall be implemented in the HOME Program through a specific set of steps that the City and program participants shall follow. These goals shall be reached through the following procedures:

1. Information. All brochures and other printed materials produced by or for the City in order to publicize the HOME Program shall contain information on the applicability of federal Fair Housing laws and of this policy on all HOME projects. All public announcements shall mention the applicability of fair housing standards to the program. Groups with a known or anticipated interest in fair housing or the HOME program shall be provided with information copies of all printed materials and releases.

2. Requirements. Property owners and their managing agents, if applicable, who apply for funds under the HOME Program through the City shall be required to adhere to the information standards of the preceding paragraph as they apply to the marketing program or tenant-seeking efforts of the owner or manager of the rental project in question. The City shall arrange with the Housing Authority of the City of Charleston to offer appropriate assistance to affected owners and managers in their marketing programs, as well as offer its own assistance. This shall be done in order to inform and solicit rental applications from perspective tenants in the housing market area who are not likely to apply for the housing without special outreach efforts. The City of Charleston shall require that the property

owners selected for participation in the program comply with affirmative marketing requirements by means of an agreement which shall be applicable for the life of the subsidy. Failure to carry out the agreement could make an owner ineligible to participate in the program with future projects as well as cause the HOME Subsidy Note to become immediately due and payable. Owners or rental properties newly constructed or rehabilitated under this program shall be responsible for renting assisted units without regard to race, color, religion, sex, national origin, age, or handicap of the tenant. Additionally, property owners shall agree to carry out an affirmative marketing program to attract tenants of all groups. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities through the type of media customarily utilized and by using the "Equal Housing Opportunity" logo.

3. Records. Chronological records by project shall be kept by the City regarding efforts by the owners, managers, Housing Authority, and the City to market vacant units according to affirmative marketing standards. The owner, or manager as applicable, shall be required to keep records of the following tenant characteristics of households filling vacant units subject to this marketing system.

    1.) Name the tenant
    2.) Annual income of tenant
    3.) Race and ethnicity of tenant
    4.) Household family size
    5.) Rent charged
    6.) Elderly, blind or handicap
    7.) Gender of head of household

Such records shall also include:

- Copies of advertisements placed in the local newspapers.
- Owner's involvement with the local public housing authority.

4. Assessment of Effort. The advertising and marketing programs owners and managers of affected dwelling units shall be monitored to ensure: 1) compliance with the information standard, 2) cooperation with the Housing Authority in outreach programs, and 3) accuracy of record-keeping regarding new occupancies of vacant units. In situations where the owners or managers fail to keep a reasonable standard of compliance with the system, those responsible shall be informed of the deficiencies and offered the opportunity to correct problems. City staff shall discuss way to improve owners' efforts prior to taking corrective actions. If owners continue to fail to meet the affirmative marketing requirements, the City of Charleston, after fair warning and an opportunity to correct identified deficiencies, may disqualify an owner from further participation in future HOME programs administered by the City.

## Prohibited Provisions in Tenant Leases

The lease between the owner and tenant in a HOME-assisted property cannot contain any of the following provisions:

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

- **Agreement regarding treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out. The owner may dispose of personal property in accordance with state law.

- **Agreement excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.

- **Waiver of right to appeal a court decision.** Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

- **Agreement to pay legal costs, regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

HOME RENTAL PROGRAM

CERTIFICATIONS AND REQUIREMENTS

**Annual Verification and Re-certification of Tenant Income**

**I/We understand that it is the borrower's responsibility to annually verify the incomes of the occupants of each "HOME-assisted" unit and to also certify in writing that the "HOME-assisted" units' tenants' incomes are in compliance with the HUD regulations. The verified initial incomes of tenants must not exceed sixty percent (60%) of the area median income (please see attached income limits chart). In the event that a tenant's income increases and exceeds eighty percent (80%) of the area median income, the tenant shall be allowed to remain in the unit provided the "over-income tenant" pays <u>no less than</u> thirty percent (30%) of their adjusted monthly income for rent and utilities. Additionally, the first subsequent "HOME-assisted" unit which becomes vacant <u>must be</u> leased to another eligible tenant at a low or high HOME rent (whichever is appropriate) to replace the over-income unit.**

_____

Initials

Annual Rent Reviews

**I/We understand that I/we shall be required to annually re-examine rents charged to the "HOME-assisted" units to ensure that the rents charged do not exceed the maximum HUD rent control limits. I/We also understand that HUD may change the rents at any time, and HUD may also adjust the rents up or down on an annual basis. The adjusted rent limits will be made available by the City.**

_____

Initials

Lease Prohibitions

**I/We certify that we have received a copy of the prohibited lease provisions and agree not to include any of the prohibited lease provisions in the lease agreement with tenants occupying the "HOME-assisted" units.**

_____

**Initials**

**Annual Housing Quality Standards Inspections**

I/We understand that the City will be required to make annual inspections to ensure that the "HOME-assisted" units are being properly maintained and meet, at minimum, the City's Housing Quality Standards (HQS). If it is determined by the City that the units do not meet the City's HQS, I/we will immediately upon notification make the necessary repairs in order to be in compliance with the City's HQS.

_____

**Initials**

**Affirmative Marketing Policy**

I/We hereby verify that I/we have received, read, and understand the City of Charleston's Affirmative Marketing Policy, and we further agree to abide by the requirements as set forth in the policy.

_____

**Initials**

**Layering and Future Federal Subsidy Waiver**

I/We acknowledge that the City is required to ensure that excessive federal funds have not been awarded to the project. As a result, the City has the right to, at any time before or after the loan closing, review the funding sources and uses to ensure that layering is not in effect. I/we understand that by accepting the HOME Program subsidy, I/we are waiving the right to apply for future federal assistance for the rehabilitation of the property during the term of the HOME Rental Program loan.

_____

**Initials**

**Agreement**

I/We agree to all the before-mentioned certifications and requirements and understand that these requirements will remain in effect the full term of the loan as indicated on the note and mortgage. I/We further agree to adhere to any subsequent policies and or regulations as established by the City or HUD in order to remain in compliance with the rules and regulations which govern the HOME Rental Program.

| | |
|---|---|
| **BORROWER** | 12/19/2011<br>**DATE** |
| **CO-BORROWER** | **DATE** |

Charleston: 735138 v.3

Exhibit B

# CONTRACT BETWEEN THE CITY OF CHARLESTON
# AND
# Charleston County Human Services Commission
# FOR
# HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS

THIS AGREEMENT (the "***Agreement***"), entered as of the ____day of _____2012 (the "***Effective Date***") by and between the City of Charleston, South Carolina (the "***City***"), and the Charleston County Human Services Commission ("a/k/a Subrecipient").

WHEREAS, the City of Charleston has applied for and received funds from the United States Government under Title 11 of the National Affordable Housing Act of 1992; and

WHEREAS, the City of Charleston wishes to engage Charleston County Human Services Commission in utilizing Fifty Thousand dollars ($50,000) of HOME Investment Partnership Program funds (the "***Funds***");

NOW, THEREFORE, in consideration of the foregoing and the mutual promises contained herein the parties agree as follows:

## I. SCOPE OF SERVICE

### A. Activities

Funds shall be used to demolish two buildings and construct a duplex containing, two, three-bedroom rental homes for the purpose of renting to persons earning sixty percent (60%) or below the Area Median Income. By accepting and expending the Funds, Charleston County Human Services Commission, agrees to be bound by the terms of this Agreement and to use the Funds solely for the purposes and requirements set forth herein, and subject to the requirements, outlined in the narrative attached hereto and made a part hereof as **Addendum "A"** (the "***Scope of Services***").

### B. Performance/Objectives Monitoring

1. The City shall monitor the performance of Charleston County Human Services Commission against goals and performance standards required under this Agreement. Substandard performance by Charleston County Human Services Commission Inc., as determined by the City, will constitute a default under this Agreement and will entitle the City to any and all remedies available under this Agreement, at law or in equity.

2. Charleston County Human Services Commission acknowledges that compliance with its obligations under this Agreement shall not entitle Charleston County Human Services Commission to future funding by the City.

3. Charleston County Human Services Commission further acknowledges that the "general objective category" for this Project is "accessibility" and the "general outcome category" is "decent housing" as such terms are defined in the Community Planning Development Outcome Measurement System guidelines.

C. Subsequent Changes

Any changes to the Scope of Services set forth as Addendum A shall be done pursuant to Paragraph V-G of this Agreement.

**D. Budget**

The program budget (the "***Budget***") attached hereto as Addendum B is hereby made a part of this Agreement and is incorporated herein by reference.

II. TIME OF PERFORMANCE

Construction of the Project and related activities shall commence on the Effective Date and shall end on the date that is **one (1) year** thereafter (the "***Construction Period***"). Notwithstanding completion of the Project, this Agreement shall continue in full force and effect until the later of (a) the expiration of the Affordability Period for the Unit that is last to expire or (b) the time period during which Charleston County Human Services Commission remains in control of HOME funds or other assets including Program Income (hereafter defined). The City shall be entitled to review the performance of Charleston County Human Services Commission to determine whether Charleston County Human Services Commission is carrying out its HOME assisted activity in a timely manner prior to any additional awards being granted. Sixty (60) days prior to program year-end, the City shall conduct an assessment to determine the amount of funds remaining in Charleston County Human Services Commission's control. In the event Charleston County Human Services Commission's performance demonstrates a lack of timeliness as required in accordance herewith and should Charleston County Human Services Commission fail to demonstrate to the City that the lack of timeliness has resulted from factors beyond Charleston County Human Services Commission's reasonable control, the City shall provide Charleston County Human Services Commission the opportunity to prepare and implement a workout plan, as approved by the City, within thirty (30) days of the City's finding of such lack of timeliness by Charleston County Human Services Commission. Should Charleston County Human Services Commission fail to fulfill its obligations as herein set forth, the City reserves the right, in addition to any other remedy available at law or in equity, to declare Charleston County Human Services Commission in default under this Agreement, terminate Charleston County Human Services Commission's access to the Funds or terminate the Agreement in its entirety at no cost to the City.

## III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed fifty thousand dollars ($50,000).

B. The Fund shall only be used and applied as expressly authorized under this Agreement, and shall not be used for direct or indirect payment of administrative costs incurred by Charleston County Human Services Commission.

## IV. NOTICES

Communication and details concerning this Agreement shall be directed to the following contract representatives:

City

Ms. Geona Shaw Johnson, Director
Housing and Community Development Department
145 King Street, Suite 400
Charleston, South Carolina 29401
(843) 724.3766; Fax: 965-4180

City of Charleston Legal Department
Post Office Box 652
Charleston, South Carolina 29402
843.724.3730

Mayor Joseph P. Riley, Jr.
Post Office Box 625
Charleston, SC 29401
843.577.9560

Charleston County Human Services Commission Incorporated

Mr. Arnold Collins, Executive Director
Charleston County Human Services Commission
1069 King Street
Charleston, South Carolina 29403
843.724.6760; Fax: 843.724.6787

## V. GENERAL CONDITIONS

### A. General Compliance

Charleston County Human Services Commission, Inc shall comply with all applicable federal, state and local laws and regulations governing the Funds.

### B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner to create or establish the relationship of employer/employee or joint ventures between the parties. Charleston County Human Services Commission shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation insurance as Charleston County Human Services Commission is an independent non-profit organization chartered under the State of S.C.

### C. Indemnification and Hold Harmless

Charleston County Human Services Commission shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of Charleston County Human Services Commission's performance of the services or subject matter called for in this Agreement.

### D. Worker's Compensation

Charleston County Human Services Commission shall provide Worker's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

### E. Insurance and Bonding

Charleston County Human Services Commission shall comply with the bonding and insurance requirements of Attachment B of OMB Circular A-110, Bonding and Insurance.

### F. Grantor Recognition

Charleston County Human Services Commission shall insure recognition of the role of the grantor-City agency in providing services in accordance with this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be

prominently labeled as to funding source. In addition, Charleston County Human Services Commission will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G Transparency Act Requirements

Charleston County Human Services Commission shall ensure that the City of Charleston is provided information to report data required by the Federal Funding Accountability and Transparency Act (FFATA) and subsequent OMB guidance. Effective October 1, 2010, FFATA requires federal awards granted to an organization in an amount of $25,000 or more to report specific information related to the organization receiving the funds. The information includes the following:

1. Subrecipient Entity Information (FAIN)
2. Principal Place of Performance
3. Executive Compensation Data if applicable
4. DUNS Number and/or Parent DUNS number.
5. CFDA
6. Project Description
7. Total Funding Amount
8. Contract Execution Date
9. Reporting Month

H. Amendments

This Agreement may not be amended or modified except in a writing signed by each of the parties hereto.

The City, may, at its discretion, amend this Agreement to conform with Federal, State and/or local government guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written agreement signed by both the City and Charleston County Human Services Commission.

I. Suspension or Termination

In addition to any other remedy available under this Agreement, at law or in equity, the City may suspend or terminate this Agreement, in whole or in part, if Charleston County Human Services Commission materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein. If the City determines that Charleston County Human Services Commission is in noncompliance, it will notify Charleston County Human Services Commission in writing of noncompliance. Thereafter, if Charleston County Human Services Commission fails to correct noncompliance within thirty (30) days, then Charleston County Human Services Commission will, at the option of the City, be declared in

default and the City may declare Charleston County Human Services Commission ineligible for any further participation in City contracts, and shall be entitled to seek any other remedies available under this Agreement, at law or in equity.

J. Covenants.

Anything contained herein notwithstanding, the Property, the Project, or any Unit or other portion thereof shall not be sold, conveyed, or transferred by Charleston County Human Services Commission in violation of the Covenants as hereinafter described and Charleston County Human Services Commission shall include the Covenant which shall run with the land and require the Unit to be held, transferred and conveyed as rental property for low and moderate-income persons subject to the covenants (the "***Covenants***"), the form of which shall have been approved in writing by the City of Charleston Department of Housing and Community Development prior to such conveyance. The Affordability Covenants shall provide, generally, that the Unit shall be held, owned, sold, conveyed, transferred, only for the purposes outlined in this Agreement. The Covenants shall run with the land for a period of thirty (30) years. Charleston County Human Services Commission, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce the Covenants. In addition, the Covenants shall state that the City is a beneficiary thereof and entitled to enforce such Covenants.

## VI. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Financial Management Standards

Charleston County Human Services Commission shall comply with all financial management standards outlined in and incorporated as part of this Agreement.

#### 2. Accounting Standards

Charleston County Human Services Commission shall comply with Attachments A through O of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

#### 3. Cost Principles

Charleston County Human Services Commission shall administer its program in accordance with OMB Circulars A-122, "Cost Principles for Non-

Profit Organizations", or A-21 "Cost Principles for Educational Institutions", whichever is applicable; and if Charleston County Human Services Commission is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" shall apply for all costs incurred whether charged on a direct or indirect basis.

4. Program Income

As used herein, "***Program Income***" means gross income earned by Charleston County Human Services Commission from activities directly supported by the Funds. Such earnings include interest earned on advances. Such earnings may also include, but will not be limited to, income from service fees. Charleston County Human Services Commission shall retain Program Income to carry out the Project or other projects for which use of the Program Income is authorized by the City in writing. Funds from the sale of real or personal property either provided by the City or purchased in whole or in part with funds made available under this Agreement shall also be used for the programs described herein.

B. Documentation and Record-Keeping

1. Records to be maintained

Charleston County Human Services Commission shall maintain all records required by the Federal regulations specified in 24 CFR Part 92.508 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of the Project and each Unit sale to a Qualified Owner;
b. Records demonstrating that Project and each sale to of a Unit to a Qualified Owner meets income requirements, affordability requirements and property standards;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (including the Funds);
e. Records documenting compliance with the fair housing and equal opportunity components of the HOME Program;
f. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention of Records

Charleston County Human Services Commission shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of this Agreement, after the resolution of all Federal audit findings, or five (5) years after the final disposition of such property, whichever occurs later.

3. Client Data

Charleston County Human Services Commission shall maintain sufficient data to demonstrate each tenant's eligibility for the program. Such data may include, but not be limited to, client name, address, family size, income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City and HUD staff or their designees for review upon request. Such records shall be kept for the Affordability Period applicable to the Project.

4. Property Records

Charleston County Human Services Commission shall maintain real property inventory records which clearly identify properties purchased, improved or sold (including the Property and each Unit). Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR Part 92.353 (f).

5. Close-Outs

Charleston County Human Services Commission's obligations to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), and determining the custodianship of records.

Upon its expiration or dissolution, Charleston County Human Services Commission, shall transfer to the City any funds on hand which have been provided under this Agreement and any accounts receivable attributable to the use of the Funds. Any real property or equipment under Charleston County Human Services Commission's control that was acquired or improved in whole or in part with HOME funds must be returned to the City and disposed of in a manner which results in the City being reimbursed in the amount of the current fair market value of the property, including the Property, less any portion thereof attributable to the expenditures of non-HOME funds for acquisition of, or improvement to, the property or the Property.

6. Audits and Inspections

a. All Charleston County Human Services Commission records with respect to any matters covered by this Agreement shall be made available to the City, the Federal Government, or their designees, at any time during normal business hours, as often as the City or the Federal Government deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

b. Any deficiencies noted in audit reports must be addressed by Charleston County Human Services Commission within 30 days after receipt of written notice of such deficiencies by Charleston County Human Services Commission and cleared by Charleston County Human Services Commission within six months. Failure of Charleston County Human Services Commission to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of payments to Charleston County Human Services Commission.

7. Progress Reports

Charleston County Human Services Commission shall submit regular Progress Reports to the City on a quarterly basis in the form and content required by the City. In addition to any other remedy available under this Agreement, at law or in equity, funds may be withheld until such documentation is submitted.

8. Fraud Policy

In order to protect the funds, including the Funds, granted to the City of Charleston and utilized by the Charleston County Human Services Commission in performance of services covered by this Agreement, Charleston County Human Services Commission is required to have a fraud policy in effect during the term of this Agreement. The fraud policy shall establish procedures for the detection and prevention of fraud, misappropriation, negligent conduct that results in loss, and other inappropriate conduct involving the Funds and services covered by this Agreement. A copy of the policy shall be provided to the City upon request.

C. Financial Reporting and Payment Procedures

1. Budgets

Charleston County Human Services Commission shalll submit a detailed budget within five days of the date of this Agreement in a form and content prescribed by the City's Finance Department for approval by the City. The City and Charleston County Human Services Commission may agree to revise the budget form from time to time in accordance with existing city polices.

2. INTENTIONALLY OMITTED

3. Payment Procedures

The City will reimburse or make available to Charleston County Human Services Commission monies available from the Funds under this Agreement based upon invoices and documentation submitted by Charleston County Human Services Commission and consistent with any approved budget, cost allocation plan and City policy concerning payments. Payments shall be made for eligible expenses actually incurred by Charleston County Human Services Commission and not to exceed actual cash requirements. The City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of Charleston County Human Services Commission.

4. Audit of Records

Charleston County Human Services Commission shall on an annual basis have a fiscal and programmatic audit performed by qualified auditors who are licensed Certified Public Accountants to verify program efficiency and effectiveness. Audits shall be conducted in accordance with OMB Circular A-133. Charleston County Human Services Commission further agrees to make available all records, audits and reports relative to the fiscal and programmatic aspects of its program upon request by the City.

D. Procurement

1. Compliance

Charleston County Human Services Commission shall comply with OMB Circular A-110 and any current city policy regarding the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Charleston County Human Services Commission shall procure materials in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards, and shall subsequently follow Attachment N, Property Management Standards, covering utilization and disposal of property.

3. Relocation, Acquisition and Displacement

Charleston County Human Services Commission shall comply with 24 CFR 92.353 relating to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing the Funds. Charleston County Human Services Commission shall also comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Charleston County Human Services Commission shall further comply with applicable City ordinances, resolutions and policies concerning displacement of individuals from their residences.

## VII. PERSONNEL AND PARTICIPANT CONDITIONS

### A. Civil Rights

1. Compliance

Charleston County Human Services Commission shall comply with Title I of the Civil Rights Act of 1964, as amended, Title VII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

Charleston County Human Services Commission shall not discriminate against any employee or applicant for employment on the basis of race, creed, color, religion, ancestry, national origin, sex, disability or other handicap, age, marital status or status with regard to public assistance. Charleston County Human Services Commission shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Charleston County

Human Services Commission shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale of land acquired, cleared or improved with assistance provided under this Agreement, Charleston County Human Services Commission shall cause or require a covenant running with the land to be inserted in the deed such transfer, prohibiting discrimination as herein defined, in the sale of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. Charleston County Human Services Commission, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself discriminate.

4. Section 504

Charleston County Human Services Commission shall comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide Charleston County Human Services Commission with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

Charleston County Human Services Commission agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The City shall provide Equal Employment Opportunity Program guidelines to Charleston County Human Services Commission to assist in the formulation of such a program.

2. Women/Minority Owned Businesses

Charleston County Human Services Commission shall use its best efforts to afford minority and women owned business enterprises the maximum practicable opportunity to participate in the performance of this

Agreement. As used in this Agreement, the term "minority and female owned enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans and American Indians. Charleston County Human Services Commission may rely on written representations regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

Charleston County Human Services Commission shall furnish any and all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. EEO/AA Statement

Charleston County Human Services Commission shall, in all solicitations or advertisements for employees placed by or on behalf of Charleston County Human Services Commission, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions

1. Prohibited Activity

a. Charleston County Human Services Commission certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf, of any person for influencing or attempting to influence an officer or employee of any agency, 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 any Federal contract, grant, loan or cooperative agreement.

b. Charleston County Human Services Commission certifies that 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 the Federal contract, grant, loan or cooperative

agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. Charleston County Human Services Commission certifies that the language of paragraphs (a) and (b) above shall be included in documents for all sub-awards at all tiers (including subcontracts, sub-grants, contracts under grants, loans and cooperative agreements) and that all lobbying as described in paragraphs (a) and (b) above shall be disclosed accordingly.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Labor Standards

Charleston County Human Services Commission shall comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of the Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those laws and regulations apply to the performance of this contract. Charleston County Human Services Commission shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City and HUD officials upon request.

Charleston County Human Services Commission agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than twelve (12) households, all contractors engaged under contracts in excess of $2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements pertaining to such contracts of the Department of Labor, under 29 CFR, Parts 1,3,5 and 7 governing the payment of wages and ration of apprentices and trainees of journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Charleston County Human Services Commission of its obligation, if any, to require payment of the higher wage. Charleston County Human Services Commission shall cause or require to be inserted in full, in all such

contracts subject to such regulations, provisions meeting the requirements of this paragraph, for such contracts in excess of $2,000.

4. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal funding assistance provided under this Agreement and binding upon Charleston County Human Services Commission and any contractors or subcontractors for work in connection with this Agreement. Further, Charleston County Human Services Commission agrees to incorporate the following language in all contracts and subcontracts executed for work under this agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

Charleston County Human Services Commission agrees that no contractual or other disability exists which would prevent compliance with these requirements.

5. Debarred, Suspended or Ineligible Contractors

Financial assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontractor or Charleston County Human Services Commission during any period of debarment, suspension or placement of ineligibility status under the provisions of 24 CFR 92.357.

D. Conduct

1. Assignability

Charleston County Human Services Commission shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto.

2. Conflict of Interest

Charleston County Human Services Commission shall abide by the provisions of 24 CFR 92.356 with respect to conflicts of interest and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Agreement. Charleston County Human Services Commission further covenants that in the performance of this Agreement, no person having a financial interest shall be employed or retained by Charleston County Human Services Commission hereunder. These conflict of interest provisions also apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the City or of any designated public agencies or JDC Network which are receiving funds under the HOME Program.

3. Religious Organizations

Charleston County Human Services Commission agrees that the Funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations found in 24 CFR 92.257.

4. Subcontracts

a. Selection Process

Charleston County Human Services Commission shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be made available upon request by the City along with documentation concerning the selection process.

b. Content

Charleston County Human Services Commission shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in performance of this Agreement.

c. Monitoring

Charleston County Human Services Commission shall monitor all subcontracted services on a regular basis to insure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported by documentation of follow-up actions

taken to correct areas of non-compliance. Copies of these reports shall be submitted to the City.

## VIII. ENVIRONMENTAL CONDITIONS

### A. Air and Water

Charleston County Human Services Commission shall comply with the requirements of the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 1857, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued hereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended.
- National Environmental Policy Act of 1969
- HUD Environmental Review Procedures (24 CFR, Part 58)

### B. Flood Disaster Protection

Charleston County Human Services Commission shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L. 2234) in regard to the sale of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement. In addition, all properties assisted with Federal funds under this agreement are required to have flood insurance on the property.

### C. Lead-Based Paint

Charleston County Human Services Commission agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 92.355 and 24 CFR Part 35, and in particular Subpart B thereof. Such regulations pertain to all HUD assisted housing and require that all owners, prospective owners of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

D. Hazardous Materials.

Charleston County Human Services Commission covenants that it shall not permit any Hazardous Materials to be brought onto the Property or any other real property owned by its agency, or if so brought or found located thereon, shall be immediately removed, with proper disposal, and all required environmental cleanup procedures shall be diligently undertaken pursuant to all such laws, ordinances and regulations. Charleston County Human Services Commission shall notify the City of any enforcement, clean-up, remediation or other actions regarding the Property and any claims made or threatened by third parties against Charleston County Human Services Commission relating to losses or injuries resulting from the Hazardous Materials. Charleston County Human Services Commission shall provide to the City, in form and substance satisfactory to the City, copies of all documentation and data relating to or dealing with any Hazardous Materials used, stored or released in or on the Property and the easements or rights of access to the Property for the purposes of conducting environmental investigations and audits deemed necessary or desirable by the City.

Charleston County Human Services Commission agrees that Charleston County Human Services Commission will reimburse the City for and hold the City harmless from all fines or penalties made or levied against the City by any Governmental Authorities or other agency or authority as a result of or in connection with (i) the use of the Property, (ii) the use of facilities thereon (iii) the use, generation, storage, transportation, discharge, release or handling of any Hazardous Materials, or any other material, the use, generation, storage, transportation, discharge, release or handling of which is regulated by any federal, state or local statute, law, rule, regulation, ordinance or order at any time, or (iv) any release of any nature onto the ground or into the water or air from or upon the Property at any time. Charleston County Human Services Commission also agrees that Charleston County Human Services Commission will reimburse the City for and indemnify and hold the City harmless from any and all costs and expenses (including reasonable attorneys' fees) and for all civil judgments or penalties incurred, entered, assessed, or levied against the City as a result of Charleston County Human Services Commission's use of the Property. Such reimbursement or indemnification shall include, but not be limited to, any and all judgments or penalties to recover the cost of cleanup of any such release by Charleston County Human Services Commission from or upon the Property and all expenses incurred by the City as a result of such civil actions, including, but not limited to, reasonable attorneys' fees and expenses. In addition, Charleston County Human Services Commission hereby agrees to indemnify, defend and hold the City and its successors and assigns harmless from and against any and all claims, demands, suits, losses, damages, assessments, fines, penalties, costs or other expenses (including

attorneys' fees and court costs) arising from or in any way related to actual or threatened damage to the environment, agency costs of investigation, personal injury or death, or property damage due to a release or alleged release of Hazardous Materials in the surface or ground water arising from Charleston County Human Services Commission's business operations, or gaseous emissions arising from Charleston County Human Services Commission's business operations or any other condition existing or arising from Charleston County Human Services Commission's business operations resulting from the use or existence of Hazardous Materials, whether such claim proves to be true or false. Charleston County Human Services Commission shall further agree that its indemnity obligations include, but are not limited to, liability for damages resulting from the personal injury or death of an employee of Charleston County Human Services Commission, regardless of whether Charleston County Human Services Commission, Inc has paid the employee under the workers' compensation laws of any state or other similar federal or state legislation for the protection of employees. The term "property damage", as used in this paragraph includes, but is not limited to, damage to any real or personal property of Charleston County Human Services Commission, the City and any third parties. Charleston County Human Services Commission's obligations hereunder shall survive the repayment of the Loan and any foreclosure of the Mortgage or other collateral securing the Loan or any deed in lieu of foreclosure. As used herein, "***Hazardous Materials***" includes all materials defined as hazardous wastes or substances under any local, state or federal environmental laws, rules or regulations, and petroleum, petroleum products, oil and asbestos.

## IX. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable laws.

## X. FEDERAL COMPLIANCE

Notwithstanding any provision hereof, Charleston County Human Services Commission acknowledges that the funding to be received under this Agreement is federal funding and Charleston County Human Services Commission agrees to abide by such rules and regulations promulgated by the United States Department of Housing and Urban Development as now and may hereafter be promulgated concerning the receipt or expenditure of such funds.

## XI. INCORPORATION OF LAWS, RULES AND REGULATIONS

All Local, State and Federal laws, rules, and regulations, including, without limitation, those specifically referenced herein (collectively, the "***Applicable***

***Regulations***"), applicable to Charleston County Human Services Commission, the Fund or the Property are incorporated herein by reference and made a part hereof. Charleston County Human Services Commission shall comply with all Applicable Regulations, and failure to so comply shall be an event of default under this Agreement.

XII. AGREEMENT SHALL RUN WITH THE LAND.

The terms, conditions and obligations of this Agreement shall touch and concern and run with title to the Property, shall be perpetual except as set forth herein, and shall be binding on all parties having any right, title or interest in the Property, and their respective legal representatives, assignees, heirs, devisees, fiduciary representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

WITNESSES:

The City of Charleston

_____

_____

By: Joseph P. Riley, Jr.
Its: Mayor

Charleston County Human Services Commission

_____

_____

By:_____
Its: Executive Director

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

THE INSTRUMENT was acknowledged before me this _____ day of _____, 2012, by the CITY OF CHARLESTON, by Joseph P. Riley, Jr., its Mayor.

_____
Notary Public for South Carolina
My Commission Expires: _____

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 2012, by Charleston County Human Services Commission, Inc, by _____, its Chief Executive Officer.

_____
Notary Public for South Carolina
My Commission Expires: _____

# ADDENDUM "A"
## SCOPE OF SERVICES
## CHARLESTON COUNTY HUMAN SERVICES COMMISSION, INC

A. Charleston County Human Services Commission, Inc shall utilize the Funds to demolish and construct a duplex containing, two, three bedroom rental apartments to be occupied by low and moderate income residents earning 60% and below the Area Median Income.

B. Charleston County Human Services Commission shall execute at closing, a Note and Mortgage in favor of the City of Charleston for the Funds which are being provided for the demolition and construction of the property. The Note and Mortgage are identified as Addenda C and D.

C. Charleston County Human Services Commission, Inc shall conduct an environmental assessment to ensure compliance with HUD regulations and requirements.

D. Charleston County Human Services Commission, Inc shall ensure that the residence is built in 12 months from the time of contract execution. If for any reason, the development is not constructed with the issuance of a Certificate of Occupancy and habitable within four years from the date of this contract, Funds advanced for the purpose contained herein shall be reimbursed by Charleston County Human Services Commission.

E. Charleston County Human Services Commission, Inc shall manage the construction services for this development ensuring that proper inspections by Department of Housing and Community Development staff and City of Charleston Inspection Departments.

F. Charleston County Human Services Commission, Inc shall leverage additional funding to ensure ongoing sustainability of the Project and the organization.

## ADDENDUM B

### Charleston County Human Services Commission, Inc
### 2012-2013 Budget Summary

| Funding Source | Amount | Commitment Status |
|---|---|---|
| City of Charleston HOME funds | $ 50,000 | Approved by City Council March 2012 |
| Charleston County Human Services Commission funds | $ 249,000 (private funding) | Applied for |
| Total | $ 299,000 | |

## ADDENDUM C

## HOME PROGRAM PROMISSORY NOTE

WHEREAS, the undersigned has entered into that certain AGREEMENT BETWEEN THE CITY OF CHARLESTON AND CHARLESTON COUNTY HUMAN SERVICES COMMISSION FOR HOME INVESTMENT PARTNERSHIP PROGRAM FUNDS with the City of Charleston, South Carolina ("City") of even date herewith (the "Agreement"), the terms of which are incorporated herein by reference.

FOR VALUE RECEIVED, Charleston County Human Services Commission Inc, the undersigned, (hereinafter referred to as the "BORROWER") promises to pay to the order of the City of Charleston, City Hall, P.O. Box 304, Charleston, South Carolina 29402 (hereinafter referred to as the "City") on the day which is Thirty (30) years plus one day after the execution of this Note, if not sooner paid, the principal sum of Fifty Thousand and No/100 ($50,000.00) Dollars plus an indexed interest rate equivalent to the prime rate, as defined in the print edition of the Wall Street Journal as of the date of prepayment or default hereunder said rate shall be calculated on an annual basis (the "Interest Rate") and said Interest Rate may be waived or reduced by and under the sole discretion of the CITY. This Note evidences a loan by the CITY to the BORROWER for the exclusive purpose of constructing residential property for rental purposed on that certain piece, parcel or tract of land located at 1562 Mulberry Street in the City of Charleston, and bearing Charleston County Tax Map No. 350-07-00-096 (the "Property") for the development, in accordance with the Agreement by BORROWER subject to the terms and conditions of the Agreement (the "Project").

This Note is secured by a Mortgage on the above-referenced PROPERTY of even date herewith in favor of the CITY.

So long as the Borrower complies with the terms and conditions of the Agreement, this Note, and any Mortgage securing same, no interest shall be charged on the unpaid principal balance, and at the expiration of Thirty (30) years from the date of this Note, any then-outstanding balance shall be forgiven in full, provided, however that any amounts hereafter advanced or expended by the LENDER to protect its security as provided herein or in the Mortgage securing this Note, and the

interest thereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the BORROWER defaults in any terms or conditions of the Note or Mortgage securing same, then the unpaid and remaining balance shall immediately become due and payable along with interest computed at the Note rate from the date of the event constituting breach or default, with interest to continue at such rate until such time as the entire indebtedness evidenced by this Note is fully paid.

The deferred payment loan evidenced by this Note may only be assigned and/or assumed with written consent of the CITY.

If default be made in the performance of or compliance with any of the covenants and conditions of the Contract, the Mortgage or any other instrument securing this Note, then in any of said events, said principal sum with all accrued interest thereon shall become at once due and payable at the option of the holder thereof and be collectible without further notice. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Any forbearance by the CITY with respect to any of the terms and conditions of this Note in no way constitutes a waiver of any of the CITY'S rights or privileges granted hereunder. Any written notice or payment of one party to the other shall be addressed to the parties as follows:

| | |
|---|---|
| The CITY- | City of Charleston<br>City Hall<br>P.O. Box 304<br>Charleston, SC 29402<br>Attn: Director, Dept. of Housing & Community Development |
| The BORROWER- | Charleston County Human Services Commission<br>1069 King Street<br>Charleston, SC 29403<br>Attn: Executive Director |

The BORROWER shall notify the CITY of any change in the BORROWER'S address.

If this Note be placed in the hands of an attorney for collection after the same shall for any reason become due, or if collected by legal proceedings or through the probate or bankruptcy

courts, or under foreclosure proceedings under the Mortgage securing this Note, then all cost of collection, including reasonable attorney's fees of not less than ten (10%) percent of the full amount due hereon, shall be added hereto and secured and collectible as the principal hereof.

The undersigned expressly agrees jointly and severally to remain and continue bound for payment of the principal and interest provided for by the terms of this Note notwithstanding any extensions of the time, or for the payment of said principal or interest, or any change or changes in the amount or amounts agreed to be paid by virtue of the obligation to pay provided for in this Note, or any change or changes by way of release or surrender of any collateral held as security for this Note, and waive all and ever kind of notice of such extensions, change or changes and agree that the same may be made without the joinder of the undersigned. Presentment, protests, and notice are hereby waived.

It is expressly agreed and declared that this Note is given for an actual loan of Fifty Thousand Dollars ($50,000).

This Note is secured by a Mortgage of even date encumbering the PROPERTY located in the City of Charleston, County of Charleston, State of South Carolina.

IN WITNESS THEREOF, the undersigned has executed this Note on this _____ day of_____, 2012.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

Charleston County Human Services Commission

_____ _____
Witness Executive Director

_____
Witness

Charleston: 735138 v.3

**ADDENDUM D**

**STATE OF SOUTH CAROLINA )**
**) HOME PROGRAM MORTGAGE**
**COUNTY OF CHARLESTON )**

**THIS HOME PROGRAM MORTGAGE (herein the "Mortgage") is made this __ day of _____, 2012 between Charleston County Human Services Commission, whose address is 1069 King Street, Charleston, S.C., 29403, a South Carolina non-profit Corporation (herein the "Borrower") and the City of Charleston, whose address is City Hall, P. O. Box 304, Charleston, South Carolina 29402 (herein the "Lender").**

**TO SECURE to the Lender the repayment of the indebtedness evidenced by the Home Program Promissory Note of even date herewith (herein the "Note"), a copy of which is attached hereto as Addendum C and the terms of which are incorporated by reference herein, in the original principal sum of Fifty Thousand dollars, ($50,000), with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of the Borrower herein contained, Borrower by these presents does grant, bargain, sell and release unto the Lender, the City of Charleston, its successors and Assigns, the following real property located in the City of Charleston, Charleston County, State of South Carolina, described in Exhibit "A", attached hereto and incorporated by reference herein subject to the remaining terms hereof (herein the "Property") which has the address of 1562 Mulberry Street, Charleston, South Carolina (herein the "Property Address").**

**TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in any way incident or appertaining.**

**TO HAVE AND TO HOLD all and singular the Property unto the said Lender, its successors and assigns, forever, together with all the improvements now or hereafter erected on the Property, and all easement, rights, appurtenances, rents as provided herein at the sole election of the Lender, royalties, minerals, oil and gas rights and profits, water, water rights, water stock, and all fixtures**

now or hereafter attached to the Property, all of which, including replacements and additions hereto, shall be deemed to be and remain a part of the Property encumbered by this Mortgage; and all of the foregoing are herein referred to as the "Property".

The Borrower covenants that the Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property is unencumbered, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

The Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Borrower and Lender acknowledge and agree that this Mortgage is security for the obligation of the Borrowers, Charleston County Human Services Commission to pay when due the principal and interest on the indebtedness evidenced by the Note, and the principal and interest on any other sums secured by this Mortgage.

2. Upkeep of Property. The Borrower shall keep the dwelling when constructed at the Property in good condition and repair, fully habitable and shall not remove or demolish any dwelling unit thereon. The Borrower shall complete or restore promptly and in good and workmanlike manner any dwelling unit which may be constructed, damaged or destroyed on the Property and to pay when due all claims for labor performed and materials furnished to the Property. The Borrower shall comply with all laws affecting Property or requiring any alterations or improvements to be made thereon. The Borrower shall not commit or permit waste thereof or permit any act thereon in violation of law.

3. Insurance, etc. The Borrower shall provide, maintain and deliver to the Lender

evidence of fire and extended coverage insurance satisfactory to and with loss payable to the Lender in the order and amount of the balance outstanding on the Note and other amounts hereby secured and in default thereof in addition to its other remedies provided herein, the Lender may procure such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon at the Note rate from the date of its payments. And it is further agreed, in the event of other insurance and contribution between the insurers, that subject to the terms of any prior mortgage encumbering the PROPERTY, the Lender shall be entitled to receive from the aggregate of the insurance moneys to be paid, a sum equal to the amount of the debt secured by this Mortgage. Subject to the terms of any prior mortgage encumbering the Property, the Borrower shall assign to the Lender any award of damages, or portion thereof, in connection with any condemnation for public use of or injury to the Property in the same manner and with the same effect as provided for payment of proceeds of fire or other insurance.

4. Taxes, etc. The Borrower shall pay all taxes, assessments, utilities and other expenses of the Property when due and without delinquency and shall not permit any liens to be imposed on the Property by reason of any delinquency and in default thereof the Lender may in addition to its other remedies provided herein, cause same to be paid together with all penalties and costs incurred thereon, and reimburse itself under this Mortgage for sums so paid, with interest thereon at the note rate from the dates of such payments.

5. Change in Form of Ownership. The Borrower shall not convert the dwelling units on the Property to condominium ownership or any form of cooperative ownership wherein sales prices are not affordable to low-or very low-income households (as these terms "affordable" and "low-or very low-income households" may be defined by the Lender or HUD).

6. INTENTIONALLY OMITTED

7. Occupancy Control; Compliance with Contract. The Borrower hereby covenants and agrees that it will demolish and construct housing at the Property for the purpose of constructing rental dwelling for persons earning 60% and below the Area Median Income. The Borrower further

agrees that this provision, as well as all other covenants of Lender contained in this Mortgage shall be a covenant running with the land and shall be binding upon the title to the Property for the duration of this Mortgage.

8. Affirmative Marketing Policy. Attached as Exhibit B.

9. Superior liens; Subordination. Borrower covenants and agrees that this Mortgage shall be a first priority lien on the Property. Any subordination of this Mortgage to any additional mortgage or encumbrance of the Borrower shall be only upon the written consent of the Lender, which consent may be granted or withheld by Lender in its sole and absolute discretion.

10. Layering. The parties acknowledge that there is a prohibition under the HOME Program Regulations of the use of HOME funds with other federal funds in a manner that would result in excessive subsidy to the Property and the Lender has the right to review all funding for the Property to ensure that impermissible layering is not in effect. If the Lender determines that excessive, impermissible, layering is in effect, the Borrower agrees to the repayment of such of the HOME Program funds to bring the ratio in conformity with the HOME Program Regulations to eliminate excessive impermissible layering.

11. Borrowers Not Released. Extension of the time for payment of modification or amortization of the sums secured by this Mortgage granted by the Lender to Borrower or any successor in interest of the Borrower shall not operate to release, in any manner, the obligations of the original Borrower and Mortgagor's successors in interest. The Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

12. Forbearance by Lender Not a Waiver. Any forbearance by the Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by the Lender shall not be a waiver of the Lender's right to accelerate the

maturity of the indebtedness secured by this Mortgage.

13. Lender as Attorney in Fact. Subject to the terms of any prior mortgage encumbering the Property, the Borrower hereby appoints the Lender a true and lawful attorney in fact to manage said Property, giving and granting unto the Lender and unto its agents or attorneys full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, provided, however, that this power of attorney shall not be construed as an obligation upon the said Lender to make or cause to be made, any repairs to the Property that may be necessary. This power of attorney shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of this power of attorney.

14. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. Assignment; assumption. The Note secured by this Mortgage may not be assumed without the express written consent of the Lender. If all or any part of the Property is sold or transferred by the Borrower without the Lender's prior written consent, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable. The Lender may waive this provision by documenting in writing agreed to between the Lender, Borrower and transferee.

16. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall inure to the respective successors and assigns of the Lender and the Borrower, if any.

17. Joint and Several Liability. All covenants and agreements of the Borrower shall be joint and several.

18. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not be used to interpret or define the provisions hereof.

19. Notice. Any notice of one party to the other shall be in writing to the parties as

follows:

As to Lender:

City of Charleston
Attn: Community Development Director
City Hall
P.O. Box 304
Charleston, SC 29402

As to Borrower:

Charleston County Human Services Commission
Attn: Chief Executive Officer
1069 King Street
Charleston, SC 29403

The Borrower shall notify the Lender of any change in the Borrower's address.

20. Governing Law and Severability. This Mortgage shall be governed by the laws of the State of South Carolina. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision and to this end, the provision of the Mortgage and the Note are declared to be severable.

21. Borrower's Copy. The Borrower shall be furnished a conformed copy of the Note and this Mortgage. The term of this Mortgage shall be until either (a) the balance due on the Note is paid in full or (b) Thirty (30) years plus one day after the date of the Note and Mortgage, whichever occurs first; provided that the indebtedness secured hereby shall be forgiven as set forth in the Note; further provided, however, that any amounts hereafter advanced or expended by the Lender to protect its security as provided hereon, shall not be forgiven or reduced and shall be due and payable from the time they are advanced or expended; and provided further that in the event the Borrower defaults in any of the terms, conditions or covenants of this Mortgage or in the event the Borrower defaults in any of the terms, conditions or covenants of the Note secured by this Mortgage, the principal shall immediately become due and payable without further demand along with interest computed by the Note rate from the date of the event constituting breach or default with interest to continue at such rate until such time as the entire indebtedness secured by this

Mortgage is fully paid and the Lender may foreclose this Mortgage by judicial proceeding and shall be entitled to collect in such proceeding all expenses of foreclosure, including but not limited to reasonable attorney's fees and cost of documentary evidence, abstracts and title reports, all of which shall be additional sums secured by this Mortgage.

23. Rights to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, but subject to the terms of any prior mortgage encumbering the Property, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed with power to forthwith lease out the Property if he should so elect, and who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of any rents and profits collected in accordance hereto toward the payment of the debts secured hereby.

24. Attorney's Fees. Should legal proceedings be instituted for the foreclosure of this Mortgage, or for any purpose involving this Mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise, that all costs and expenses incurred by the Lender, Lender's heirs, successors, or assigns, including reasonable attorney's fees (of not less than eight (8%) percent of the amount involved) shall thereupon become due and payable as a part of the debt secured hereby, and may be recovered and collected hereunder.

25. Termination of Mortgage. When the Borrower, Borrower's heirs, successors, executors or administrators shall pay, or cause to be paid unto the said Lender, Lender's certain attorneys, heirs, successors or assigns the said debt, with the interest thereof, if any shall be due, and also all sums of money paid by the said Lender, Lender's heirs, successors or assigns, according to the conditions and agreements of the said Note, and of this Mortgage and shall perform all the obligations according to the true intent and meaning of the Note and Mortgage, and the conditions thereunder written, then this Mortgage shall cease, determine and be void. Otherwise it shall remain in full force and effect in accordance with the terms of the Note and Mortgage.

26. Borrower's Right to Possession. The Borrower is to hold and enjoy the Property until

default of payment shall be made.

Upon completion of all terms and conditions of this Note by the Borrower and upon payment of any and all balance due, the Borrower shall be entitled to a release and satisfaction of this Note by the Lender at the Borrower's own cost.

IN WITNESS THEREOF, the Borrower has executed this Mortgage this _____day of _____, 2012

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

CHARLESTON COUNTY HUMAN SERVICES COMMISSION

_____

_____

_____

By: Arnold Collins
Its: Chief Executive Officer

STATE OF SOUTH CAROLINA )
)
COUNTY OF CHARLESTON )

I, _____, the undersigned Notary Public, do hereby certify that CHARLESTON COUNTY HUMAN SERVICES COMMISSION by Arnold Collins, its Chief Executive Officer, personally appeared before me this day and acknowledged the due execution of the forgoing instrument.

Witness my hand and official seal this _____ day of _____, 2012.

_____
Notary Public
State of South Carolina
My Commission Expires: _____

Charleston: 735138 v.3

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**EXHIBIT B**

# HOME Rental Program
# Affirmative Marketing Policy

## Statement of Policy

**In accordance with the regulations outlined in the HOME Program's Affirmative Marketing (92.351) and Equal Opportunity and Fair Housing (92.350) sections of the HUD Federal Register, and in furtherance of the City of Charleston's commitment to non-discrimination and equal opportunity in housing, the City of Charleston establishes procedures to affirmatively market units constructed or rehabilitated under the HOME Program. These procedures are intended to further the objectives of Title V111 of the Civil Rights Act of 1968, Executive Order 11063 and the City of Charleston's local Fair Housing Ordinance.**

**The City will also ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with HOME funds.**

**It is the affirmative marketing goal of the City of Charleston to assure that individuals who normally might not apply to purchase newly constructed or rent vacant rehabilitated units because of their race or ethnicity:**

- **know about vacancies,**
- **feel welcome to apply, and/or**
- **have the opportunity to purchase or rent the units.**

**The City of Charleston is committed to the goals of affirmative marketing which will be implemented in the HOME Program through a specific set of steps that the City and program participants will follow. These goals will be reached through the following procedures:**

1. **Information. All brochures and other printed materials produced by or for the City in order to publicize the HOME Program shall contain information on the applicability of federal Fair Housing laws and of this policy on all HOME projects. All public announcements will mention the applicability of fair housing standards to the program. Groups with a known or anticipated interest in fair housing or the HOME program will be provided with information copies of all printed materials and releases.**

2. **Requirements. Property owners and their managing agents, if applicable, who apply for funds under the HOME Program through the City will be required to adhere to the information standards of the preceding paragraph as they apply to the marketing program or tenant-seeking efforts of the owner or manager of the rental project in question. The City will arrange with the**

Housing Authority of the City of Charleston to offer appropriate assistance to affected owners and managers in their marketing programs, as well as offer its own assistance. This will be done in order to inform and solicit rental applications from perspective tenants in the housing market area who are not likely to apply for the housing without special outreach efforts. The City of Charleston will require that the property owners selected for participation in the program comply with affirmative marketing requirements by means of an agreement which will be applicable for the life of the subsidy. Failure to carry out the agreement could make an owner ineligible to participate in the program with future projects as well as cause the HOME Subsidy Note to become immediately due and payable. Owners or rental properties newly constructed or rehabilitated under this program shall be responsible for renting assisted units without regard to race, color, religion, sex, national origin, age, or handicap of the tenant. Additionally, property owners shall agree to carry out an affirmative marketing program to attract tenants of all groups. Such a program shall typically involve publicizing to minority persons the availability of housing opportunities through the type of media customarily utilized and by using the "Equal Housing Opportunity" logo.

3. Records. Chronological records by project will be kept by the City regarding efforts by the owners, managers, Housing Authority, and the City to market vacant units according to affirmative marketing standards. The owner, or manager as applicable, will be required to keep records of the following tenant characteristics of households filling vacant units subject to this marketing system.

   1.) Name the tenant
   2.) Annual income of tenant
   3.) Race and ethnicity of tenant
   4.) Household family size
   5.) Rent charged
   6.) Elderly, blind or handicap
   7.) Gender of head of household

Such records will also include:

- Copies of advertisements placed in the local newspapers.
- Owner's involvement with the local public housing authority.

4. Assessment of Effort. The advertising and marketing programs owners and managers of affected dwelling units will be monitored to ensure: 1) compliance with the information standard, 2) cooperation with the Housing Authority in outreach programs, and 3) accuracy of record-keeping regarding new occupancies of vacant units. In situations where the owners or managers fail to keep a reasonable standard of compliance with the system, those responsible will be informed of the deficiencies and offered the opportunity to correct problems. City staff will discuss way to improve owners' efforts prior to taking corrective actions. If owners continue to fail to meet the affirmative marketing requirements, the City of Charleston, after fair warning and an opportunity to correct identified deficiencies, may disqualify an owner from further participation in future HOME programs administered by the City.

## Prohibited Provisions in Tenant Leases

The lease between the owner and tenant in a HOME-assisted property cannot contain any of the following provisions:

- **Agreement to be sued.** Agreement by the tenant to be sued, admit guilt, or consent to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

- **Agreement regarding treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to tenant and a court decision on the rights of the parties. This prohibition does not apply to an agreement by the tenant concerning disposition of personal property remaining in the unit after the tenant has moved out. The owner may dispose of personal property in accordance with state law.

- **Agreement excusing the owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

- **Waiver of notice.** Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

- **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties.

- **Waiver of a jury trial.** Agreement by the tenant to waive any right to a jury trial.

- **Waiver of right to appeal a court decision.** Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

- **Agreement to pay legal costs, regardless of outcome.** Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

# HOME RENTAL PROGRAM

## CERTIFICATIONS AND REQUIREMENTS

**Annual Verification and Re-certification of Tenant Income**

**I/We understand that it is the borrower's responsibility to annually verify the incomes of the occupants of each "HOME-assisted" unit and to also certify in writing that the "HOME-assisted" units' tenants' incomes are in compliance with the HUD regulations. The verified initial incomes of tenants must not exceed sixty percent (60%) of the area median income (please see attached income limits chart). In the event that a tenant's income increases and exceeds eighty percent (80%) of the area median income, the tenant will be allowed to remain in the unit provided the "over-income tenant" pays <u>no less than</u> thirty percent (30%) of their adjusted monthly income for rent and utilities. Additionally, the first subsequent "HOME-assisted" unit which becomes vacant <u>must be</u> leased to another eligible tenant at a low or high HOME rent (whichever is appropriate) to replace the over-income unit.**

_____

Initials

Annual Rent Reviews

**I/We understand that I/we will be required to annually re-examine rents charged to the "HOME-assisted" units to ensure that the rents charged do not exceed the maximum HUD rent control limits. I/We also understand that HUD may change the rents at any time, and HUD may also adjust the rents up or down on an annual basis. The adjusted rent limits will be made available by the City.**

_____

Initials

Lease Prohibitions

**I/We certify that we have received a copy of the prohibited lease provisions and agree not to include any of the prohibited lease provisions in the lease agreement with tenants occupying the "HOME-assisted" units.**

_____

**Initials**

**Annual Housing Quality Standards Inspections**
**I/We understand that the City will be required to make annual inspections to ensure that the "HOME-assisted" units are being properly maintained and meet, at minimum, the City's Housing Quality Standards (HQS). If it is determined by the City that the units do not meet the City's HQS, I/we will immediately upon notification make the necessary repairs in order to be in compliance with the City's HQS**

_____
**Initials**

**Affirmative Marketing Policy**
**I/We hereby verify that I/we have received, read, and understand the City of Charleston's Affirmative Marketing Policy, and we further agree to abide by the requirements as set forth in the policy.**

_____
**Initials**

*Layering and Future Federal Subsidy Waiver*
**I/We acknowledge that the City is required to ensure that excessive federal funds have not been awarded to the project. As a result, the City has the right to, at any time before or after the loan closing, review the funding sources and uses to ensure that layering is not in effect. I/we understand that by accepting the HOME Program subsidy, I/we are waiving the right to apply for future federal assistance for the rehabilitation of the property during the term of the HOME Rental Program loan.**

_____
**Initials**

**Agreement**

**I/We agree to all the before-mentioned certifications and requirements and understand that these requirements will remain in effect the full term of the loan as indicated on the note and mortgage. I/We further agree to adhere to any subsequent policies and or regulations as established by the City or HUD in order to remain in compliance with the rules and regulations which govern the HOME Rental Program.**

| | |
|---|---|
| _____ | _____ |
| **BORROWER** | **DATE** |
| _____ | _____ |
| **CO-BORROWER** | **DATE** |

10.)

# CPR COMMITTEE and/or COUNCIL AGENDA

**TO:** Joseph P. Riley, Jr., Mayor

**FROM:** Beth Brownlee/Matthew Frohlich **DEPT.** Parks – Capital Projects

**SUBJECT:** NORTHBRIDGE PARK CONSTRUCTION CONTRACT

**REQUEST:** Approval of a Construction Contract with Three Oaks Contractors, Inc. in the amount of $46,200.00 for the planting of sweetgrass along the Northbridge Park Multi-Use Trail.

**COMMITTEE OF COUNCIL:** Ways & Means **DATE:** January 12, 2016

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

| | Yes | N/A | Signature of Individual Contacted | Attachment |
|---|---|---|---|---|
| CPR Committee Chair | ☐ | ☐ | | ☐ |
| Corporate Counsel | ☑ | ☐ | Michael J. Andrews | ☑ |
| Capital Projects Director | ☑ | ☐ | | ☑ |
| MWBE Manager | ☐ | ☐ | | ☐ |

***FUNDING:*** Was funding previously approved? Yes [X] No [ ] N/A [ ]

If yes, provide the following: Dept/Div Parks – Capital Projects Acct # 051330-58240

Project Number CP0915

Balance in Account $46,200.00 Amount needed for this item $46,200.00

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

**CFO's Signature:** Amy Wharm

***FISCAL IMPACT:*** **The construction contract will obligate $46,200.00 of the $1,909.990.00 project budget. The funding sources for this project are 2008 General Fund Reserves ($15,000), 2010 CCTC ($100,000), 2010 GO Bond ($282,095.32), Hospitality Funds ($242,894.68) and 2012 General Fund Reserves ($1,270,000).**

**Mayor's Signature:**

**Joseph P. Riley, Jr., 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 Construction Contract

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

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and the Contractor: Three Oaks Contractors, Inc.
P.O Box 409
Ravenel, SC 29470
_____

WHEREAS, the Owner requires the construction of the following project, identified as follows:

**CP 0915 - Northbridge Park Multi-Use Trail Plantings**

Whereas, the CONTRACTOR, whose South Carolina contractor's license is G11033, is prepared and qualified to provide such Construction;

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

---

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this contract shall be the date written above.
THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.

---

PAYMENTS TO THE CONTRACTOR for acceptable work performed shall be as follows:

THE CONTRACT SUM OF $46,200.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.

THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
Not Applicable ☒

LIQUIDATED DAMAGES in the amount of $110 per day shall be withheld from any amounts otherwise due to the Contractor for each day the Contractor fails to achieve SUBSTANTIAL COMPLETION within the time allowed.

---

ARCHITECT ENGINEER – The A/E of Record for this Project is: _____
Not Applicable ☒

---

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

OWNER: City of Charleston

BY: _____

Mayor

CONTRACTOR: Three Oaks Contractors, Inc.

BY: Marshall W. Hills
(Signature of Contractor Representative)

Marshall W. Hills
(Name of Contractor Representative)

ITS: President

# General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this agreement shall consist of the following:
   1. a fully executed Construction Contract (this document) and any listed attachments thereto;
   2. the Project Drawings dated 10/12/15 and revision date 11/23/15 and as listed in the Project Manual.
   3. Bid Addenda and dates as follows: #01: 11/3/15; #02: 11/4/15
   4. the Contractor's completed Bid Form;
   5. all Change Orders and Change Directives;
   6. other documents as listed in Article 16.

ARTICLE 2 – GENERAL PROVISIONS

A. The Contractor shall not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor.

B. The Contractor warrants to the Owner that:
   1. it and its subcontractors (if any) are financially able to complete the work;
   2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the work assigned;
   3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
   4. it will perform the Work with care and diligence and in a professional and workmanlike manner;
   5. it has visited the work site and is reasonably apprised of the conditions in and around the work area.

C. Contractor's Rights and Responsibilities

   In addition to any other rights and responsibilities contained in this Agreement, the Contractor shall:
   1. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc, as required for the performance of the Work;
   2. visit the work site and obtain information to assist in familiarization with the work site, its conditions and any limitations that would affect the performance of the Work;
   3. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or its A/E;
   4. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance of the Work;
   5. employ only persons skilled in the work for which it is to do, employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
   6. 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 State of South Carolina, the City of Charleston and as required by this Contract.

D. Owner's Rights and Responsibilities

   In addition to any other rights and responsibilities contained in this Agreement, the Owner shall:
   1. provide the contractor with available information regarding the Work and the work area;
   2. secure and pay for all design permits, assessments, and easements except as required by the Contract Documents;
   3. pay the Contractor for acceptable work performed, in accordance with the provisions of this Contract;
   4. if the Contractor fails to begin work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract;
   5. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Agreement, the A/E shall:

1. represent the Owner during the construction process through final completion of the project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in the Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction administration to become familiar with the progress and quality of the Work and to determine if the Work is being performed in a manner indicating that the Work is generally progressing in accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of the Work and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the initial interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor. The interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. not be responsible for construction means, methods, techniques, procedures and safety measures in the performance of the work or acts of omission of the Contractor, Subcontractors or any other entity performing work on the site;
8. review periodic requests for payment, and approve or reject the request, in whole or in part;
9. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit the number of sets as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

1. The Contractor shall not allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less the 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all material shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

C. Inspection and Testing of Materials

1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by building officials.
2. The Contractor shall leave uncovered all areas of work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the scope of the Contract. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on work performed by its own forces:

| Overhead (%) | Profit (%) | Commission (%) |
|---|---|---|
| 10 | 7 | 0 |

   b. For the Contractor or subcontractor on work performed by its subcontractors:

| Overhead (%) | Profit (%) | Commission (%) |
|---|---|---|
| 10 | 0 | 3 |

   c. To a first tier subcontractor on work performed by its subcontractors:

| Overhead (%) | Profit (%) | Commission (%) |
|---|---|---|
| 10 | 0 | 3 |

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the work required.

F. Receiving and Storing Materials and Equipment

1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. in accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports

1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion

1. Requests for time extensions shall be made promptly. Delays of the work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time of Completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Project extend past the original or amended contract substantial completion date, the Owner will retain as liquidated damages and not as a penalty the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of one year from the date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties may be assigned by the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site

1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the work.
2. The Contractor shall provide access to the work in progress for representatives of the Owner, the A/E and for all authorities having jurisdiction over the Work.

K. Taxes

1. The Contractor shall include in its Bid and pay for, all taxes in effect or scheduled to go into effect at the time of bidding or at the completion of negotiations.
2. The Contractor's attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to Subcontractors and suppliers for acceptable work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Work, and a Construction Schedule, to be used by the architect as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the completed work until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully performed the Work of the Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner staff.

E. If the work is completed to the satisfaction of the A/E, the A/E shall certify the application and the Owner shall make final payment.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph a party expressly waives its claim.

D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

## ARTICLE 6 – 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 reach a resolution, 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 Charleston County. The Contractor 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 Contractor pursuant to the Contract (including the Owner).

## ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner's convenience, upon seven (7) days written notice to the Contractor.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if work is stopped through no fault of the Contractor, or other persons performing work either directly or indirectly for the contractor, for a period of time exceeding sixty (60) consecutive calendar days due to a court order or other public authority having jurisdiction; or a National emergency which requires the work to be stopped.
2. The Contractor may, upon seven (7) days written notice to the Owner and the A/E, terminate the Contract for the reasons stated above and be compensated for work completed and materials stored in accordance with the Contract Documents.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend the work, in whole or in part, with or without cause for such period of time as determined by the Owner;
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or an equitable adjustment covered under other provisions of the Contract.

## ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, then the Contractor shall immediately stop work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume work until the material has been rendered harmless, removed or protected.

C. This Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term "rendered harmless" shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

ARTICLE 9 – INSURANCE AND BONDS

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor's operations under the work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor's Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
1. Premises – Operations.
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal and Advertising Injury.
5. Contractual, including specified provisions for Contractor's obligations.
6. Broad Form Property Damage, including Completed Operations.
7. Owned, Non-Owned and Hired Vehicles.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the contract:

| | |
|---|---|
| 1. Commercial General Liability: | |
| a. General Aggregate (per project) | $ 1,000,000 |
| b. Products/Completed Operations | $ 1,000,000 |
| c. Personal and Advertising Injury | $ 1,000,000 |
| d. Each Occurrence | $ 1,000,000 |
| e. Fire Damage | $ 50,000 |
| f. Medical Expense (any one person) | $ 5,000 |
| 2. Business Auto Liability (including all owned, non-owned, and hired vehicles): | |
| a. Combined Single Limit | $ 1,000,000 |
| -OR- | |
| b. Bodily Injury & Property Damage (each) | $ 1,000,000 |
| 3. Workers Compensation | |
| a. State | Statutory |
| b. Employer's Liability | $ 100,000 Per Accident |
| | $ 500,000 Disease, Policy Limit |
| | $100,000 Disease, Each Employee |

D. The aggregate Limits of the Contractor's Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as "Per Project", or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor's Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25S and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor's general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor's liability insurance policy shall be primary, and that any liability insurance of the Owner

shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor's commencing the Work be construed as a waiver by the Owner of the contractor's obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of insurance shall be grounds for termination of the contract.

H. Bonds

If required by the Contract Documents, and prior to being issued a Notice to Proceed, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. Failure to provide the Bonds may indicate that the Contractor is in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

The Contractor shall purchase and maintain Builder's Risk insurance in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

## ARTICLE 10 – CORRECTION OF WORK

A. The Contractor shall promptly and with due diligence, correct work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient work including additional testing and inspections and any compensation for A/E services and expenses involved.

B. If the Contractor fails to carry out the work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies they may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies including the Owners expenses, and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

## ARTICLE 11 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do work with its own forces or award separate contracts for work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's work force or separate contractor(s), and agrees to assist in coordinating the progress of the work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 12 – SUBCONTRACTORS

If the Contractor engages subcontractors to provide work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in the Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 13 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

A. The Contractor and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of this 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 Contractor. 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 Contractor.

D. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove or dispose of any hazardous or toxic materials in any form at the project site.

ARTICLE 15 – GOVERNING LAW

A. This contract shall be governed by the laws of the State of South Carolina.

ARTICLE 16 – OTHER PROVISIONS (if any)

A. Exhibit A: Northbridge Park Multi-Use Trail Plantings VE Options

**Exhibit A**
**Date: December 9, 2015**
**Northbridge Park Multi-Use Trail Plantings VE options**

***This one page, Exhibit A Northbridge Park Multi-Use Trail Plantings VE Options List is intended to clarify the value-engineering revisions for CP07915. The information below modifies the construction contract and the bid form only in the manner and extent explicity stated below.***

**Value Engineering Summary Credits**

| | Description | Savings |
|---|---|---|
| | **Lump sum credits include the following modificatons:** | |
| 1 | Substitution of Possum's Flower Bed Conditioner for Mushroom Compost | |
| 2 | Modifation the means and methods for bed prep and planting along the shoulder | |

| | |
|---|---|
| **Total Savings** | **$2,550.00** |
| **Total adjustment to Bid** | **($2,550.00)** |
| **Original Bid (dated 11/12/15)** | **$48,750.00** |
| **Total Contract amount** | **$46,200.00** |

# City of Charleston
# Bid Form

BID SUBMITTED BY: Name: THREE OAKS CONTRACTORS, INC.
Address: P.O. BOX 409 RAVENEL, SC 29470

FOR PROJECT: **CP 0915** - **Northbridge Park Multi-Use Trail Plantings**
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

   N/A ☐ Bid Bond with Power of Attorney ☐ Cashier's Check
   *(Bidder check one)*

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
   ADDENDUM No.(s) #1 (NOVEMBER 3, 2015) AND #2 (NOVEMBER 4, 2015)

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: $ 48,750.00

Written: forty eight thousand, seven hundred and fifty dollars. xx

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows): (Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: _____ ADD/DEDUCT $ _____ *(to or from BASE BID)*

ALTERNATE NO. 2: _____ ADD/DEDUCT $ _____ *(to or from BASE BID)*

ALTERNATE NO. 3: _____ ADD/DEDUCT $ _____ *(to or from BASE BID)*

7.3 UNIT PRICE WORK TO BE INCLUDED IN BASE BID, UNLESS OTHERWISE SPECIFIED
Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

| NO. | ITEM | UNIT OF MEASURE | UNIT PRICE |
|---|---|---|---|
| | | | |
| | | | |

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 25126602-6
OR
SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

| EXP | GD5 AP5 CP5 MS5 | |
|---|---|---|
| *(Classification)* | *(Subclassification)* | *(Limitations)* |

G 110033
*(SC Contractor's License Number)*

SIGNATURE

THREE OAKS CONTRACTORS, INC.
(Legal Name of Person, Firm or Corporation Submitting Bid)

Maxwell W. Hills — November 12, 2015
BY (Signature) (Date)

PRESIDENT — 843-564-1315
(Title) (Phone)

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

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

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

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

**COMPLIANCE REQUIREMENTS:**

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

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

**AND**

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

**OR**

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

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

Name of Company: THREE OAKS CONTRACTORS, INC.

Marshall W. Hills
Signature

MARSHALL W. HILLS
Print Name

Witness

NOVEMBER 12, 2015
Date

PRESIDENT
Title

# AFFIDAVIT A
**Page 1 of 2**

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

Affidavit of THREE OAKS CONTRACTORS, INC.
(Name of Bidder)

**I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:**

*(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")*

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

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

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

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

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

o 6. Provided MWBE assistance withgetting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date: Nov. 12, 2015 Name of Authorized Officer (Print/Type): MARSHALL W. HILLS

Signature: Marshall W. Hills

Title: PRESIDENT

# AFFIDAVIT A



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

(Use as many sheets as necessary)

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

| | |
|---|---|
| 1. Minority Firm Name and Contact<br>LAWNS DONE RIGHT, INC. KRISTA SPRAGUE | Minority Firm Address<br>160 COLLEGE PARK RD. SUMMERVILLE SC 29456 |
| Minority Firm Telephone Number (843) 737-4904<br>Minority Firm Fax Number (843) 737-4907<br>DBE Certification Number : NOT PROVIDED | Minority Group Type<br>☐ (African American) ☒ (Women)<br>☐ (Asian American) ☐ (Hispanic)<br>☐ (American Indian) ☐ (Other)<br>☐ Follow up Verification |
| 2. Minority Firm Name and Contact<br>GREEN ACRES SERVICES, INC. RANDY DUKES | Minority Firm Address<br>142 WATER WHEEL ROAD, RIDGEVILLE SC 29472 |
| Minority Firm Telephone Number (843) 873-6300<br>Minority Firm Fax Number (843) 873-1380<br>DBE Certification Number NOT PROVIDED | Minority Group Type<br>☐ (African American) ☒ (Women)<br>☐ (Asian American) ☐ (Hispanic)<br>☐ (American Indian) ☐ (Other)<br>☐ Follow up Verification |
| 3. Minority Firm Name and Contact<br>BOB'S LANDSCAPING SERVICE VI AND BOB MATHENY | Minority Firm Address<br>P.O. BOX 313 LADSON SC 29456 |
| Minority Firm Telephone Number (843) 871-3244<br>Minority Firm Fax Number N/P<br>DBE Certification Number N/P | Minority Group Type<br>☐ (African American) ☒ (Women)<br>☐ (Asian American) ☐ (Hispanic)<br>☐ (American Indian) ☐ (Other)<br>☐ Follow up Verification |
| 4. Minority Firm Name and Contact | Minority Firm Address |
| Minority Firm Telephone Number<br>Minority Firm Fax Number<br>DBE Certification Number | Minority Group Type<br>☐ (African American) ☐ (Women)<br>☐ (Asian American) ☐ (Hispanic)<br>☐ (American Indian) ☐ (Other)<br>☐ Follow up Verification |

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

Date: 11/12/2015 Name of Authorized Officer (Print/Type): JOHN HILLS

Sworn to before me this 12th day of NOVEMBER, 2015

Signature:

Notary Public for the State of SOUTH CAROLINA

My Commission Expires: MAY 25, 2016

Title:

Print Name: BARBARA R. COX

Notary Seal:

Phone Number: (843) 412-5030

Address: 5948 DUNGANNON PLANTATION WAY RAVENEL, SC 29470

Barbara R Cox

## AFFIDAVIT B

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

Affidavit of THREE OAKS CONTRACTORS, INC. (Name of Bidder). I hereby certify that on the CP 0915: NORTHBRIDGE PARK MULTI-USE TRAIL PLANTINGS (Project Name), Total Project Amount $_____

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

(Attach additional sheets if needed)

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

Total MBE Participation: 0 % $ _____

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

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

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

Date: 11/12/2015 Name of Authorized Officer (Print/Type): JOHN RILLS

Signature: _____

Title: _____

Sworn to before me this 12th day of NOVEMBER, 2015

My Commission Expires: MAY 25, 2016

Print Name: BARBARA R. COX

Phone Number: (843)412-5030

Address: 5948 DUNGANNON PLANTATION WAY
RAVENEL, SC 29470

Notary Public for the State of SOUTH CAROLINA

**Notary Seal:**

Barbara R Cox

City of Charleston
Department of Parks
Capital Projects Division

# Bid Tabulation Form

Northbridge Park Multi-Use Trail Plantings

Project: CP 0915
Date: November 12, 2015
Time: 2:00 PM

| Bidder | Addendum Noted 1 & 2 | MWBE | Base Bid |
|---|---|---|---|
| Three Oaks Contractors | ✓ | ✓ | 48,750.00 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Certified Correct By: Matthew M. Compton
Date:

Title: Special Projects Administrator

Project Manager: Beth Brownlee, RLA
Date: 11.12.15

Title: Project Manager

823 Meeting Street, Charleston, South Carolina 29403 (843)724-7324 phone (843) 724-7300 fax