City Hall
80 Broad Street
March 8, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember White

2. Approval of Minutes:

   a.) February 23, 2016

3. Bids and Purchases

4. Budget, Finance and Revenue Collections: Approval of the 2016 Master Lease Purchase Financing Agreement in the amount of $5,381,996 with Bank of America, Richmond, Virginia, in the amount of $5,381,996; Solicitation Number 16-B005C [Ordinance]

5. Fire Department: Approval to apply for a SLED grant in the amount of $7,500 for the Low Country Regional Collapse Search & Rescue Team-Charleston. Funds will be used for the 2016 Operational Readiness Exercise. No City match is required.

6. Fire Department: Approval to apply for a SLED grant in the amount of $78,500 for the Low Country Regional Collapse Search & Rescue Team-Charleston. Funds will be used for replacement of equipment and required training. No City match is required. This is an after-the-fact approval.

7. Fire Department: Approval to apply for a SLED grant in the amount of $66,000 for the Charleston Fire Department's Hazardous Materials Team. Funds will be used for the replacement of a True Defender (chemical identifier). No City match is required. This is an after-the-fact approval.

8. Police Department: Approval to submit the 2016 State Homeland Security Program grant application in the amount of $14,719 for the CPD Dive Team rigging and recovery equipment. No City match is required.

9. Office of Cultural Affairs: Approval to submit a grant application in the amount of $1,000 to AgSouth Farm Credit, ACA to design and print rack cards to promote our local Farmers Market. No City match is required.

10. Office of Cultural Affairs: Approval to submit a grant application to the SC Arts Commission in the amount of $10,000 for the Lowcountry Quarterly Arts Grants Program. A City match of $10,000 is required. The grant period is 7/1/16 through 6/30/17. The matching funds will be included in the 2017 budget if the grant is awarded.

11. Traffic and Transportation: Approve a Resolution for the widening and improvements to Clements Ferry Road by the South Carolina Department of Transportation.

12. Traffic and Transportation: Approve a Maintenance Agreement and Contract between the South Carolina Department of Transportation and the City of Charleston for the Clements Ferry Road Widening Project.

13. Human Resources: Approval of the Workers Compensation Excess Insurance Renewal in the amount of $296,656 with Safety National. The 2016 policy renewal premium is decreasing by 1%. This policy runs April 1, 2016 to April 1, 2017. Councilmember White, the HR Committee Chair, has been briefed on the recommendation and approved adding this item to the Ways and Means agenda.

14. The Committee on Community Development: (Meeting was held February 25th at 4:30 p.m., City Hall, Council Chamber, 80 Broad Street)

    Mayor and City Council approval is requested to forgive three months of interest payments on the loan between the City of Charleston and Hampstead Partners. The forgiveness is granted due to the delays incurred at the project and the subsequent financial hardship the developer indicated occurred. The developer requested an interest rate reduction. However, the interest rate on the loan is four (4.00%) percent and the CD Committee and staff believed that the interest rate was satisfactory and therefore are granting a waiver of interest to assist in the financial viability of what is a very important development to the delivery of affordable rental housing. The interest applied to the loan beginning November 2014 through January 2015 will be forgiven and totals $10,605.14. After which, interest will accrue as agreed. The City of Charleston funding is secured by a Note and Mortgage. Restrictive covenants are also recorded and exist for thirty years, which is ten years beyond the date of the Repayable Note and Mortgage.

15. The Committee on Real Estate: (Meeting was held March 7th at 4:15 p.m., City Hall, First Floor Conference Room, 80 Broad Street)

    a.) Request authorization of the Lease Agreement between Guy McSweeney or his assigns and the City of Charleston, whereby Mr. McSweeney will make certain improvements to build and lease to the City a fire station including a building with related parking, driveway access, and required utilities (TMS: portion of 263-00-01-062; Highway 98, Berkeley County)

    b.) Request approval of the Resolution allowing adjustments be made by the Mayor in consult with Corporation Counsel, to allow more time to finalize the City's building plan review and approval process and adjust the closing date if such adjustments are deemed necessary to protect the City's interest (TMS: a portion of 460-00-00-013; 99 WestEdge, a portion of 180 Lockwood)

    c.) Request approval to transfer the sanitary sewer system located at Freedom Park to the Commissioners of Public Works of the City of Charleston in the amount of $8,004.15 (TMS: 275-00-00-199; Freedom Park, Barfield Street)

d.) Consider the following annexation:

(i) Cooper Judge Lane (TMS# 427-00-00-078; 427-00-00-079) 3.74 acres, James Island (District 6)

(ii) 115 Carriage Hill Place (TMS# 269-01-05-159) 0.18 acre, Cainhoy (District 1)

(iii) 2476 Flamingo Drive (TMS# 310-02-00-126) 0.25 acre, West Ashley (District 2)

(iv) 2482 Flamingo Drive (TMS# 310-02-00-127) 0.25 acre, West Ashley (District 2)

COMMITTEE / COUNCIL AGENDA

3a.

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci **DEPT.** Fleet Management

SUBJECT: SEVEN (7) 2016 NISSAN FRONTIER TRUCKS

REQUEST: Approval to purchase seven (7) 2016 Nissan Frontier Trucks from Benson Nissan, 4676 Memorial Highway, Easley, SC SC State Contract #4400009465

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 8, 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	X	☐	B J Dellucci	☐
Procurement Director	X	☐	Gary Cox	☐

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010

Balance in Account * _____ Amount needed for this item $124,488.00

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: *Using 2016 Lease Purchase Funds

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

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

City of Charleston ☐ WAREHOUSE ISSUE ☐ FOR PURCHASE

REQUISITION

DISTRIBUTION - WHITE & YELLOW - PURCHASING
PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS
Benson Nissan
4676 Memorial Highway
Easley SC 29640

[ ] Disadvantaged Bus. [ ] Woman Bus.

No. PR 1089
(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 2/5/16

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER

SHIP TO:

CITY OF CHARLESTON
FLEET OPERATIONS
2150 MILFORD ST
CHARLESTON, SC 29405

DEL DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				042016-5810	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	7			2016 Nissan Frontier	16134.00	112938.00
				-Deduct Aux Power connection	-75.00	-525.00
				Bedliner Drop-in	150.00	1050.00
				Adrian Single Lid Cross Box	350.00	2450.00
				16" mini light Bar Roof Mount w/4 corner strobes	925.00	6475.00
				STATE TAX	300.00	
				TOTAL	17784.00	
				State Contract # 4400009465		
				Exterior - white		
				Interior - Gray		
				for		
				1 - Parks		
				3 - Livability		
				3 - P/S		
					STATE TAX	2100.00
					TOTAL	124488.00

CITY OF CHARLESTON
BEN DELLUCCI/FLEET MANAGER

REQUISITIONER/TITLE

B Dellucci

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

PU-1: Truck, Pick-Up, Compact, 4 x 2, 4 Cylinder

Contract Number: **4400009465**

Initial Contract Term: 11/1/14 – 10/31/15

Contract Rollover Dates: 11/1/15 – 10/31/16

Order Cutoff Date:

Model: **Nissan Frontier S 31015**

Commodity Code: 07202

Delivery: 90-120 days ARO

Contractor: **Benson Nissan**

Address: 4676 Memorial Highway
Easley, SC 2940

Vendor #: 7000217016

Contact: **Pete Dawley**

Email: group3race@aol.com

Telephone: **(864) 901-4773 (I-Phone)**

Fax: **(864) 850-6431**

BASE PRICE = $16,134.00

*** Click on the link above for an itemized listing of items included in the base price.**

Optional Additions

4 x 4 Package.....$5,639.00
V-6 Option.....$3,102.00

Optional Deductions

Auxiliary Power Connection – Standard State Spec.....$75.00
Auxiliary Power Outlet – Standard State Spec.....Factory Standard
Folding Rear Seats.....Factory Standard

Return to Index

Benson Nissan

Pete Dawley 864-901-4773

Truck, pick-up compact,4x2 4 cylinder

contract # 4400009465

Nissan Frontier

SC STATE CONTRACT PRICE:	**$16,134.00**
deduct-auxiliary power connection	($75.00)
State Tax	$300.00
After Market Installed Options:	
Bedliner (Drop-In)	$150.00
Adrian Single Lid Cross Box	$350.00
16" Mini Light Bar (Amber/Clear) Roof Mounted	$325.00
4 corner strobes	$685.00
	$17,869.00

3b.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

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

SUBJECT: SELF CONTAINTED BREATHING APPARATUS MASKS

REQUEST: Approval to establish a contract for Self-Contained Breathing Apparatus Masks from Rhinehart Fire Services, 22 Piney Park Rd., Unit G, Asheville, NC 28806. Solicitation #16-B001R.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 8, 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	☒	☐	Karen Brack	☐
Procurement Director	☒	☐	[signature]	☐

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

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

Balance in Account $111,684 REG Amount needed for this item $85,000.00

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: [signature]

John J. Tecklenburg, Mayor

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

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Fire Department

DATE: FEBRUARY 16, 2016

SOL.# 16-B001R

BUYER: ROBIN B. ROBINSON

SCOTT BREATHING MASKS

	BIDDER	BIDDER	BIDDER	BIDDER
COMPANY NAME	Anderson Fire & Safety	Rhinehart Fire Services		
COMPANY REPRESENTATIVE	Russ Hawkins	Shane Morgan		
PHONE NUMBER	864-25-1128	864-934-0918		
MINORITY				

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
310	Scott AV 3000 HT Self Contained Breathing Apparatus Masks	230.00	71,300.00	239.00	74,090.00				
310	Communication Brackets for Masks	24.00	7,440.00	Included					
	SUBTOTAL		78,740.00		74,090.00				
	8.5% Tax		6,692.90		6,297.65				
	Shipping		0.00		0.00				
	TOTAL		$85,432.90		$80,387.65				

COMMENTS:

BUYER: _____

WITNESS: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND RHINEHART FIRE SERVICES FOR SELF CONTAINED BREATHING APPARATUS MASKS

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 Rhinehart Fire Services (hereinafter referred to as the "Contractor").

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

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish services and any necessary supplies and equipment for the Self Contained Breathing Apparatus Masks in accordance with Solicitation #16-B001R. All attachments and exhibits, including Exhibits A, B, C, and D listed below, shall be incorporated herein:

Exhibit A: Solicitation #16-B001R (the "Invitation for Bid")
Exhibit B: Addenda to Solicitation
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Bid (the "Work") and Cost

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. 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 D. 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.

§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 $85,000.00 (Eighty-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 Bid Response and Cost Proposal. Payment terms shall be Net 30 days after receipt of an approved invoice by the City. Payment to the Contractor shall be made after services have been rendered. The Contractor must submit an original invoice for each payment request to the City in care of Accounts Payable whose mailing address is PO Box 853, Charleston, SC 29402, and whose physical office is located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

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

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and

attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

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

Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

§9. TERMINATION

For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with 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 this Agreement without the prior written consent of the City. The Contractor shall not assign any money due or to become due to it under this Agreement without the prior written consent of the City.

§11. NOTICES

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

To:	To:
City of Charleston	Rhinehart Fire Services
John J. Tecklenburg	Shane Morgan
Mayor	Sales Representative
PO Box 304	22 Piney Park Road, Unit G
Charleston, SC 29402	Asheville, NC 28806

With copies to:

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

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

§12. CHANGE ORDERS

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

§13. ENTIRE AGREEMENT

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

§14. GOVERNING LAWS

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

§15. LICENSE AND PERMITS

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

§16. PUBLICITY RELEASES

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

§17. INDEPENDENT CONTRACTOR

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

§18. SEVERABILITY

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

§19. WAIVER OF CONTRACTUAL RIGHTS

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

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

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

§21. BACKGROUND CHECK

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

§22. SC STATE AND LOCAL TAX

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

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

Contractor shall calculate that portion of this Agreement that is subject to the 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 the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

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

WITNESSES FOR THE CITY:

_____

Date: _____

_____
John J. Tecklenburg
Mayor
Date: _____

_____
Name

Date: _____

WITNESSES FOR VENDOR:

Ruby Morgan
Name

Date: 2/25/16

Shane Morgan
Shane Morgan
Sales Representative
Date: 2/25/16

Fred Franklin
Name

Date: 2/25/16

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

EXHIBIT A

Bid Number: 16-B001R	**Bids will be received until:** February 16, 2016 @ 12:00pm
Bid Title: Scott Self Contained Breathing Apparatus Masks	
Mailing Date: January 15, 2016	**Direct Inquiries to:** Robin Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

IMPORTANT

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

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Robinson in writing no later than **1:00pm on February 2, 2016**. Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

1. Submit one (1) signed original response. ***(Unless otherwise specified in the solicitation.)*** Bids must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Bids must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by along with the Due Date and Time. If you do not choose to submit a Bid, please complete and return the enclosed "No Bid" response form.

   A "No Bid" 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. Bidders must clearly mark as **"Confidential"** each part of their Bid 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. Bids 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 Bid.

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 Bid, the error should be crossed out, corrections entered and initialed by the person signing the Bid. Erasures or use of typewriter correction fluid may be cause for rejection. No Bid shall be altered or amended after specified time for opening.

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

7. Bids 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 Bids for internal use in the evaluation process.

8. All Bids shall provide a straight forward, concise description of Bidder'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 Bid which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the Bid submitted and confirmed in any resulting contract between the City of Charleston and the Bidder 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 Bidder if such is to the advantage of the City. Therefore, any one Bid submitted by more than one company shall be deemed to be a Bid for a joint venture between or among the companies so submitting Bids unless the Bid 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 Bids 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 Bid, or if the Bid 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 Bid.

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 Bidder's ability to provide said services.

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the Bid 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 Bid 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. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

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

B) The Bidder 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 Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Bid or any resulting contract.

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

D) The Bidder 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 Bidder's best skills and attention.

E) The Bidder 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 Bidder'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 Bid or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline

for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. 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 Bidders, 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 Bidder(s) whose Bid, 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 Bids or waive technicalities or informalities in any Bids 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 Bid 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 Contract Coordinator, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Bidder shall be notified of acceptance of its Bid by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(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 Bidder(s). At the direction of the Director of Procurement the successful Bidder 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 Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Bidder 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 Bidder (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 Bid 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. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder'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 Bidder'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 this Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within thirty (30) days and shall be entitled to recover all fees, costs, claims or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims or damages. The Contractor shall not be entitled to any costs or damages resulting from a termination for default.

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 Bid 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 Bid, the successful Bidder(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 State's 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 Bid 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 Bid, 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
Bidders 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 Bidder 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 Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "CONFIDENTIAL" on every page, or portion

thereof, that Bidder 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 Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "PROTECTED" on every page, or portion thereof, that Bidder 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. Bidder shall not mark its entire Bid (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Bid 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, Bidder shall not be allowed to mark the entire page. By submitting a Bid to this Solicitation, Bidder (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 Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Bid, Bidder 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 Bidder 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 Bid 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 Bid 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 BIDDERS
Bidders not awarded a contract under this solicitation, may request return of their Bids within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. 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 Bid, an Bidder agrees that during the period following issuance of a Bid and prior to final award of contract, the Bidder 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 Bidder 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 Bid that contains prices for individual items or services that are unreasonable when compared with the same or other Bids 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 Bidder 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 Bidders who have notified the City Procurement Division of receipt of the Bid.

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

62. AFFIRMATIVE ACTION
The successful Bidder 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 Bidders, 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. CONTRACT TERMS

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.

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

NO BID RESPONSE FORM

Bid Number: 16-B001R	**Bids will be received until:** February 16, 2016 @ 12:00pm
Bid Title: Scott Self Contained Breathing Apparatus Masks	
Mailing Date: January 15, 2016	**Direct Inquiries to:** Robin Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

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

Please check statement(s) applicable to your **"No Bid"** 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: _____

_____

_____

Bid Number: 16-B001R	**Bids will be received until:** February 16, 2016 @ 12:00pm
Bid Title: Scott Self Contained Breathing Apparatus Masks	
Mailing Date: January 15, 2016	**Direct Inquiries to:** Robin Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, 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 Bid response 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 in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. ***By submission of a signed Bid, 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 As registered with the IRS	Authorized Signature
Correspondence Address	Printed Name
City, State, Zip	Title
Email Address	Telephone Number
Toll-Free Number (if available)	Fax Number
Remittance Address	Date
City, State, Zip	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.

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By:_____
(Print Name)

Sworn to and subscribed before me at _____,
State of _____, this _____ day of _____, 20___.

_____ (SEAL)
Notary Public for_____
My Commission Expires_____

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, Suite 3500, 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, Suite 3500, 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 _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ❑ (African American) ❑ (Women) ❑ (Asian American) ❑ (Hispanic) ❑ (American Indian) ❑ (Other) ❑ Follow up Verification

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

My Commission Expires: _____

Print Name:_____

Phone Number:_____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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, South Carolina is soliciting vendors to supply Scott Self Contained Breathing Apparatus Masks.

Procurement Process

This is an **Invitation For Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor 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 solicitation, 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 Bidder 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 Solicitation.*** **All questions shall be in writing and addressed to: Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on February 2, 2016.*** 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.

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 solicitation 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 and 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 their submittal. 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.

Receipt of Bids/Proposals

Bids/Proposals must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(February 16, 2016 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted

Each Vendor must **submit one (1) Bid with Original signatures (please use a paper clip or binder clip).** 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 bid, the solicitation identification number specified in the solicitation.

Bid Format

Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked **"16-B001R – Scott Self Contained Breathing Apparatus Masks"**
b) All bids must be submitted in a sealed envelope. Sealed envelopes are to be placed in one mailing envelope marked **"16-B001R - Scott Self Contained Breathing Apparatus Masks"**.
c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on February 2, 2016. Late proposals will not be accepted for any reason.**
e) **No more than one bid 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 solicitation requiring signature must be included in the bid.

References/Experiences

Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality

The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

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

Evaluation Procedure
All bids will be pre-qualified by an Evaluation Committee. The Evaluation Committee will make the final recommendation to the approving authorities of the City of Charleston. Negotiations and/or award of a contract may be initiated without further contact with other Bidders.

Basis for Award
The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

References

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

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Bid #: 16-B001R Self Contained Breathing Masks

Vendor: _____

Quantity	Description	Unit Price	Total Price
310	Scott AV 3000 HT Self Contained Breathing Apparatus Masks		
310	Communication Brackets for Masks		
	Sub-Total		
	Freight/Shipping		
	8.5% Tax		
	Total		

Note: Quantities may not be purchased all at once. These quantities will be purchased over the course of time. The City reserves the right to purchase more or less at any time during the contract as it is in the best interest of the City.

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.

Vendor's Checklist

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

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

Addendum #1 Questions & Answers

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

Date: February 2, 2016
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #16-B001R – Self Contained Breathing Apparatus Masks

---

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

I. Questions and Answers:

Q-1 List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.

A-1 All of the information requested above can be found in the solicitation document.

Q-2 Soft copy of the tender document through email?

A-2 The document can be found on our website, www.charleston-sc.gov, Bidline, Procurement Bids.

Q-3 Names of countries that will be eligible to participate in this tender.

A-3 Any vendor from any location that can meet the specifications is able to submit a bid.

Q-4 Please provide information about the Tendering Procedure and Guidelines.

A-4 That information can be found in the solicitation document.

Q-5 Is there an estimated budget for this purchase.

A-5 That information is not available.

Q-6 Is there any extension of bidding deadline?

A-6 There will not be an extension.

Q-7 Are there any addendum or Pre-Bid meeting minutes?

A-7 The only addendum to the solicitation is this one and there was no Pre-Bid meeting, therefore, there are no meeting minutes.

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.

_____	_____
Offeror	Title
_____	_____
Authorized Representative	Date

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

Bid Number: 16-B001R	**Bids will be received until:** February 16, 2016 @ 12:00pm
Bid Title: Scott Self Contained Breathing Apparatus Masks	
Mailing Date: January 15, 2016	**Direct Inquiries to:** Robin Robinson
Vendor Name: Rhinehart Fire Services	**FEIN/SS#:** 45-1338426
Vendor Address: 22 Piney Park Rd	
City – State – Zip: Asheville NC 28806	
Telephone Number: 864-934-0918	**Fax Number:** 877-785-7714
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: Shane Morgan	**Title:** Sales Rep
Date: 2/12/16	

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 Bid received as a result of this Solicitation, or to cancel in part or in its entirety this Solicitation if it is in the best interest of the City to do so. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation.

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

3. **DEADLINE FOR SUBMISSION OF OFFER:** Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Robinson in writing no later than **1:00pm on February 2, 2016.** Questions may either be faxed to 843-720-3872 or emailed to Robin Barrett-Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO BIDDERS

1. Submit one (1) signed original response. ***(Unless otherwise specified in the solicitation.)*** Bids must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Bids must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Bid. Each sealed envelope containing a Bid shall be marked on the outside with the Bidder's complete Name, Address, Solicitation Number, Description of Services Requested by along with the Due Date and Time. If you do not choose to submit a Bid, please complete and return the enclosed "No Bid" response form.

   A "No Bid" 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. Bidders must clearly mark as **"Confidential"** each part of their Bid 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. Bids 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 Bid.

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 Bid, the error should be crossed out, corrections entered and initialed by the person signing the Bid. Erasures or use of typewriter correction fluid may be cause for rejection. No Bid shall be altered or amended after specified time for opening.

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

7. Bids 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 Bids for internal use in the evaluation process.

8. All Bids shall provide a straight forward, concise description of Bidder'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 Bid which does not comply with such terms and conditions. The City of Charleston reserves the right to retain all Bids submitted and to use any ideas in a Bid regardless of whether that Bid is selected. Submission of a Bid indicates acceptance by the Bidder of the conditions contained in this Solicitation, unless clearly and specifically noted in the Bid submitted and confirmed in any resulting contract between the City of Charleston and the Bidder 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 Bidder if such is to the advantage of the City. Therefore, any one Bid submitted by more than one company shall be deemed to be a Bid for a joint venture between or among the companies so submitting Bids unless the Bid 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 Bids 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 Bid, or if the Bid 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 Bid.

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 Bidder's ability to provide said services.

15. The Bidder is solely responsible for all costs and expenses associated with the preparation of the Bid 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 Bid 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. BIDDER REPRESENTATIONS

Each Bidder by submitting a Bid represents that:

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

B) The Bidder 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 Bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this Bid or any resulting contract.

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

D) The Bidder 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 Bidder's best skills and attention.

E) The Bidder 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 Bidder'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 Bid or the cancellation of any contract resulting from this Solicitation. Requests for interpretation of this Solicitation and any other questions concerning the Solicitation shall be made in writing, and addressed to the City's Procurement Director, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline

for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Bidder shall be bound by such addenda whether or not received by the Bidder. 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 Bidders, 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 Bidder(s) whose Bid, 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 Bids or waive technicalities or informalities in any Bids 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 Bid 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 Contract Coordinator, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.

23. NOTICE OF AWARD OF CONTRACT
The successful Bidder shall be notified of acceptance of its Bid by a written Notice of Award of Contract. Successful Bidder(s) shall not undertake any work, and City shall not be responsible for payment for any work whatsoever undertaken by the successful Bidder(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 Bidder(s). At the direction of the Director of Procurement the successful Bidder 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 Bidder(s) for an adjustment hereunder shall be allowed if asserted after final payment under aforesaid contract.

27. INDEPENDENT CONTRACTOR
Successful Bidder 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 Bidder (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 Bid 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. BIDDER'S QUALIFICATIONS

The City reserves the right to request satisfactory evidence of any Bidder'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 Bidder'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 this Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within thirty (30) days and shall be entitled to recover all fees, costs, claims or damages incurred as a result of the Contractor's breach of this Agreement, including reasonable attorney's fees and costs of legal action instituted by the City to collect such fees, costs, claims or damages. The Contractor shall not be entitled to any costs or damages resulting from a termination for default.

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 Bid 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 Bid, the successful Bidder(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 State's 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 Bid 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 Bid, 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
Bidders 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 Bidder 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 Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "CONFIDENTIAL" on every page, or portion

thereof, that Bidder 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 Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the words "TRADE SECRET" on every page, or portion thereof that Bidder contends contains a trade secret as that term is defined by Section 39-8-20 of the Trade Secrets Act. For every document Bidder submits in response to or with regard to this Solicitation, Bidder must separately mark with the word "PROTECTED" on every page, or portion thereof, that Bidder 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. Bidder shall not mark its entire Bid (bid, proposal, quote, etc.) as confidential, trade secret, or protected! If a Bid 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, Bidder shall not be allowed to mark the entire page. By submitting a Bid to this Solicitation, Bidder (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 Bidder's marking of documents, as required by these bidding instructions, as being either "CONFIDENTIAL" or "TRADE SECRET" or "PROTECTED". By submitting a Bid, Bidder 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 Bidder 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 Bid 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 Bid 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 BIDDERS
Bidders not awarded a contract under this solicitation, may request return of their Bids within thirty (30) days after notification of award is mailed. All cost of returns shall be paid by the Bidder. 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 Bid, an Bidder agrees that during the period following issuance of a Bid and prior to final award of contract, the Bidder 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 Bidder 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 Bid that contains prices for individual items or services that are unreasonable when compared with the same or other Bids 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 Bidder 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 Bidders who have notified the City Procurement Division of receipt of the Bid.

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

62. AFFIRMATIVE ACTION
The successful Bidder 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 Bidders, 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. CONTRACT TERMS
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.

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

N/A

NO BID RESPONSE FORM

Bid Number: 16-B001R	**Bids will be received until:** February 16, 2016 @ 12:00pm
Bid Title: Scott Self Contained Breathing Apparatus Masks	
Mailing Date: January 15, 2016	**Direct Inquiries to:** Robin Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____ I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. **This signed page must be included with bid submission.**	

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

Please check statement(s) applicable to your **"No Bid"** 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: _____

_____

_____

Bid Number: 16-B001R	**Bids will be received until:** February 16, 2016 @ 12:00pm
Bid Title: Scott Self Contained Breathing Apparatus Masks	
Mailing Date: January 15, 2016	**Direct Inquiries to:** Robin Robinson

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, 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 Bid response 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 in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. ***By submission of a signed Bid, 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.

Rhinehart Fire Services
Company Name
As registered with the IRS

22 Piney Park Rd
Correspondence Address

Asheville NC 28806
City, State, Zip

shane@rhinehartfire.com
Email Address

Toll-Free Number (if available)

PO Box 36
Remittance Address

Candler NC 28715
City, State, Zip

Shane Morgan
Authorized Signature

Shane Morgan
Printed Name

Sales Rep
Title

864-934-0918
Telephone Number

877-785-7714
Fax Number

2/12/16
Date

45-1338426
Federal Tax ID (FEIN)/SS Number

09950127-5
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.

N/A

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

Personally appeared before me _____ (the "Bidder seeking Local Vendor Recognition") who, after being duly sworn, does hereby depose and certify that the Bidder seeking Local Vendor Recognition identified in this bid response and who signs below meets the following qualifications for local vendor recognition as provided in Sections C and E of the City of Charleston's Procurement Policy:

1. The bid is for construction services or goods and supplies only and is greater than $20,000;
2. Has a physical business address located within the City of Charleston and has been doing business in the City of Charleston for a period of 12 months or more prior to the bid opening date - (A post office box or temporary construction or office trailer will not be considered a place of business);
3. Has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;
4. Provides a copy of its current City of Charleston business license with its bid;
5. Provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;
6. Is in compliance with any applicable federal, state and local requirements regarding the type of business in which the Local Vendor is engaged.

By submitting this Affidavit, the Bidder seeking Local Vendor Recognition understands that in addition to meeting the requirements set forth above, in order for the Bidder seeking Local Vendor Recognition to qualify for local vendor recognition, his bid must be within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder for said construction services or goods and supplies, and he requests that the local vendor recognition as set forth in Sections C and E of the City's Procurement Policy be exercised in consideration of the contract award of this bid. Failure to complete and return this Affidavit with the specified attachments set forth above with his bid will result in not being eligible to receive the benefits of the local vendor recognition.

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By:_____
(Print Name)

Sworn to and subscribed before me at _____.
State of _____, this _____ day of _____, 20___.

_____(SEAL)
Notary Public for_____
My Commission Expires_____

N/A

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, Suite 3500, 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, Suite 3500, 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	

N/A

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: _____

N/A

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

N/A

AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name:_____

Phone Number:_____

Address: _____

AFFIDAVIT C

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

Affidavit of Rhinehart Fire Services
(Name of Bidder)

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

Scott SCBA Masks 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: 2/15/16 Name of Authorized Officer (Print/Type): Shane Morgan

Signature: Shane Morgan

Title: Sales Rep

Sworn to before me this 15th day of February, 2016
Notary Public for the State of South Carolina
My Commission Expires: 11-05-2025
Print Name: Bryan C. Jones
Phone Number: 864-305-2041
Address: 308 Freeman Drive
Anderson SC 29625

Bryan C. Jones

Notary Seal:

BRYAN C JONES
NOTARY PUBLIC
COM. EXP. 11-05-2025
SOUTH CAROLINA

General Information

The City of Charleston, South Carolina is soliciting vendors to supply Scott Self Contained Breathing Apparatus Masks.

Procurement Process

This is an **Invitation For Bid**. The City will award to the lowest responsive, responsible bidder that meet the needs of this solicitation. The bids will be opened and an award is made to the lowest responsive and responsible bidder. Any contract the City chooses to negotiate with the awarded vendor 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 solicitation, 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 Bidder 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 Solicitation.*** **All questions shall be in writing and addressed to: Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, South Carolina 29401, or email to: robinsonr@charleston-sc.gov.** ***Written Questions may also be faxed to: 843-720-3872. All questions must be received before 1:00pm on February 2, 2016.*** 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.

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 solicitation 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 and 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 their submittal. 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.

Receipt of Bids/Proposals
Bids/Proposals must be submitted to and received by the City no later than the date and time specified within this solicitation. Bidders mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***(February 16, 2016 @ 12:00pm)*** of their proposal by the City. Proposals received after the scheduled due date and time will not be considered.

Number of Bids to be Submitted
Each Vendor must **submit one (1) Bid with Original signatures (please use a paper clip or binder clip).** 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 bid, the solicitation identification number specified in the solicitation.

Bid Format
Bids are to be prepared in a manner designed to provide the City with a straightforward presentation of the Bidder's capability to satisfy the requirements of this solicitation. All copies shall be bound in a single volume(s) and all documentation submitted with the bid should be bound in the respective volume(s), where practical.

a) All bids should be clearly marked **"16-B001R – Scott Self Contained Breathing Apparatus Masks"**
b) All bids must be submitted in a sealed envelope. Sealed envelopes are to be placed in one mailing envelope marked **"16-B001R - Scott Self Contained Breathing Apparatus Masks".**
c) Bids **must be submitted by mail or hand delivered** to Robin B. Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401.
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on February 2, 2016. Late proposals will not be accepted for any reason.**
e) **No more than one bid 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 solicitation requiring signature must be included in the bid.

References/Experiences
Vendor must provide a minimum of four (4) references. Include company name, mailing address, name of point of contact, telephone number and email address. The City reserves the right to contact and request information from any source so named.

Confidentiality
The contents of this Solicitation shall not be discussed with anyone outside of the Bidder's organization. Any issues regarding confidentiality should be directed to the Point of Contact. Any breach of this confidentiality requirement will result in immediate disqualification of your organization from further consideration pursuant to the award of any resulting contract.

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

Evaluation Procedure

All bids will be pre-qualified by an Evaluation Committee. The Evaluation Committee will make the final recommendation to the approving authorities of the City of Charleston. Negotiations and/or award of a contract may be initiated without further contact with other Bidders.

Basis for Award

The City will base its recommendation on the bid submitted and if it is responsive and responsible. The City reserves the right to inspect the Bidder's physical premises prior to award to satisfy questions regarding the Bidder's capabilities.

References

Bidders must supply a minimum of four 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: Ashley River FD
Address: 8045 Dorchester Rd
North Charleston SC
Phone/Fax: Scott Invabinet 843-225-0349
Email: arfdchief@gmail.com

Name: Hilton Head Island FD
Address: 400 Squire Pope Rd
Hilton Head SC
Phone/Fax: Dave Britton 843-812-0447
Email: daveb@hiltonheadislandsc.gov

Name: Mt. Pleasant FD
Address: 393 Egypt Rd
Mt. Pleasant SC 29465
Phone/Fax: Mike Allen 843-884-8517
Email: mallen@tompsc.com

Name: Pine Ridge FD
Address: 565 Myers Rd
Summerville SC 29483
Phone/Fax: Ben Waring 843-296-2223
Email: firechiefprfd@yahoo.com

Name: Goose Creek City FD
Address: 101 Button Hall Ave
Goose Creek SC 29445
Phone/Fax: Warren Adair 856-207-6676
Email: wadair@cityofgoosecreek.com

Bid #: 16-B001R Self Contained Breathing Masks

Vendor: Rhinehart Fire Services

Quantity	Description	Unit Price	Total Price
310	Scott AV 3000 HT Self Contained Breathing Apparatus Masks	239.00	74090.00
310	Communication Brackets for Masks	Included	w/ Mask
	Sub-Total		74090.00
	Freight/Shipping		Ø
	8.5% Tax		6297.65
	Total		80387.65

Note: Quantities may not be purchased all at once. These quantities will be purchased over the course of time. The City reserves the right to purchase more or less at any time during the contract as it is in the best interest of the City.

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.

QUOTE

RHINEHART FIRE SERVICES

DATE 2/15/16

EXPIRATION DATE 12/31/2016

22 Piney Park Rd., Asheville NC 28806
Phone 864.934.0918
shane@rhinehartfire.com

TO CITY OF CHARLESTON
1950 MILFORD ST
N. CHARLESTON SC 29405
ATTN. GREG CHESHER
843-834-6743

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
SHANE MORGAN		Due on receipt	

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
310	SCOTT AV 3000 HT MASK WITH COMMUNICATIONS BRACKET (SIZES TO BE DETERMINED)	239.00	74090.00
		SUBTOTAL	74090.00
		SALES TAX	6297.65
		TOTAL	80387.65

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Vendor's Checklist

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

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

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

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

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

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

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

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

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

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

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

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

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

Addendum #1 Questions & Answers

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

Date: February 2, 2016
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #16-B001R – Self Contained Breathing Apparatus Masks

---

This Addendum No. 1 modifies the solicitation only in the manner and to the extent as stated herein.

I. Questions and Answers:

Q-1 List of Items, Schedule of Requirements, Scope of Work, Terms of Reference, Bill of Materials required.

A-1 All of the information requested above can be found in the solicitation document.

Q-2 Soft copy of the tender document through email?

A-2 The document can be found on our website, www.charleston-sc.gov, Bidline, Procurement Bids.

Q-3 Names of countries that will be eligible to participate in this tender.

A-3 Any vendor from any location that can meet the specifications is able to submit a bid.

Q-4 Please provide information about the Tendering Procedure and Guidelines.

A-4 That information can be found in the solicitation document.

Q-5 Is there an estimated budget for this purchase.

A-5 That information is not available.

Q-6 Is there any extension of bidding deadline?

A-6 There will not be an extension.

Q-7 Are there any addendum or Pre-Bid meeting minutes?

A-7 The only addendum to the solicitation is this one and there was no Pre-Bid meeting, therefore, there are no meeting minutes.

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.

Rhinehart Fire Services	Sales Rep
Offeror	Title
Shane Morgan	2/12/16
Authorized Representative	Date

RHINE-2 OP ID: A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2016

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
Palmetto Ins Assoc LLC
1807 North Blvd
Anderson, SC 29621
John B. Ross Jr.

CONTACT NAME: Becky Simpson
PHONE (A/C, No, Ext): 864-222-4489 FAX (A/C, No): 864-225-6237
E-MAIL ADDRESS: bsimpson@palmettoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Specialty Und.Ins	
INSURER B: Selective Ins. Co. of S.C.	19259
INSURER C: Bloomington	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Rhinehart Family Company Inc
Rhinehart Fire Services
PO Box 36
Candler, NC 28715

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			CSU0039536	07/16/2015	07/16/2016	EACH OCCURRENCE	$ 1,000,0
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,0
							MED EXP (Any one person)	$ 1,0
							PERSONAL & ADV INJURY	$ 1,000,0
							GENERAL AGGREGATE	$ 2,000,0
							PRODUCTS - COMP/OP AGG	$ 2,000,0
								$
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			S 2173911	07/16/2015	07/16/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,0
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		BC-NC-000152-2	07/16/2015	07/16/2016	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,0
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,0
							E.L. DISEASE - POLICY LIMIT	$ 1,000,0

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

CERTIFICATE HOLDER

CITCHA2

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

3c.)

COMMITTEE / COUNCIL AGENDA

TO: John Tecklenburg, Mayor

FROM: Jason Kronsberg — Parks Department

SUBJECT: FERTILIZER

REQUEST: Approval to purchase Fertilizer for Parks Department from Carolina Eastern - Ravenel, LLC, P. O. Box 475, Hollywood, SC 29445 Solicitation #16-B007S

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 8, 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	☐	☐		☐
Parks Director	X	☐	Jason Kronsberg	☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 522000 Account #: 52024 MF 2/25/16

Balance in Account $156,951.60 Amount needed for this item $65,389.61

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:

Mayor's Signature: John Tecklenburg, Mayor

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

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Parks

DATE: FEBRUARY 12, 2016

SOL.# 16-B007S

BUYER: CHENETTE L. SINGLETON

FERTILIZER

	BIDDER	BIDDER	BIDDER	BIDDER
COMPANY NAME	Carolina Eastern Ravenel, LLC	BWI Companies	SiteOne Landscape	Possum's Landscape
COMPANY REP./ EMAIL	Tom Player	Jason Sharpe	Molly Vorous	W.F. Lamson-Scribner
PHONE NUMBER	843-870-9253	864-655-8974	216-706-9250 ext. 2550	843-270-3378
FAX NUMBER				
MINORITY	tplayer@carolina-eastern.com	jasonsharpe@bwicompanies.com	bids@SiteOne.com	bill@possumsupply.com

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
466 Bags 50 lb. ea.	Top Choice (Fipronil .0143%)	26.00	20,202.00 777 bags	125.00	58,250.00	125.00	58,250.00	25.75	20,007.75 777 bags
532 Bags 50 lb. ea.	18-0-8 + Alectus	16.75	8,911.00		No Bid	27.11	14,422.52	18.95	10,081.40
532 Bags 50 lb. ea.	18-00-8 Barricade (1 lb.)	13.82	7,352.24		No Bid	19.76	9,287.20 470 bags	17.05	9,070.60
1064 Bags. 50 lb. ea.	24-00-8 Dimension 0.19 (not generic)	22.37	23,801.68	29.74	31,643.36	27.39	29,142.96	25.25	26,866.00
	Sub-Total		60,266.92		89,893.36		111,102.68		66,025.75
	Shipping		0.00		0.00		0.00		0.00
	Tax		5,122.69		7,640.94		9,443.73		5,612.19
	TOTAL		$65,389.61		$97,534.30		$120,546.41		71,637.94

COMMENTS:

BUYER: [signature]

WITNESS: [signature]

"Original Bid"

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

Bid Number: 16-B007S	Bids will be received until: February 12, 2016 @ 12:00 pm
Bid Title: Fertilizer	
Mailing Date: January 22, 2016	Direct Inquiries to: Chenette L. Singleton
Vendor Name: Carolina Eastern Ravenel LLC	FEIN/SS#: 46-0515719
Vendor Address: P.O. Box 495, 4744 Hwy. 162	
City – State – Zip: Hollywood, SC 29449	
Telephone Number: 843-870-9253	Fax Number: 843-993-4683
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] Date: 2/8/16	Title: President

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

IMPORTANT

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

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

3. DEADLINE FOR SUBMISSION OF OFFER: Any Bid or offer received after the Procurement Director of the governmental body or his designee has declared that the time set for opening has arrived, shall be rejected unless the offer has been delivered to the designated purchasing office or the governmental bodies' mail room which services that purchasing office prior to the Bid opening. [R.19-445.2070(H)]

4. Questions regarding this solicitation must be submitted to Robin Robinson in writing no later than 2:00 pm on February 3, 2016. Questions may either be faxed to 843-720-3872 or emailed to Chenette L. Singleton @singletonc@charleston-sc.gov

Bid Number: 16-B007S	Bids will be received until: February 12, 2016 @ 12:00 pm
Bid Title: Fertilizer	
Mailing Date: January 22, 2016	Direct Inquiries to: Chenette L. Singleton

CERTIFICATE OF FAMILIARITY

The undersigned, having fully familiarized himself with the information contained within this entire solicitation and applicable amendments, submits the attached Bid, 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 Bid response 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 in all respects, fair and without collusion or fraud. I agree to Bid by all conditions of this solicitation and certify that I am authorized to sign this Bid. *By submission of a signed Bid, 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.

Carolina Eastern Ravenel LLC
Company Name
As registered with the IRS

Tom K. Player
Authorized Signature

P.O. Box 495, 4744 Hwy. 162
Correspondence Address

Tom K. Player
Printed Name

Hollywood, SC 29449
City, State, Zip

President
Title

TPlayer@Carolina-eastern.com
Email Address

(843) 570-9253
Telephone Number

Toll-Free Number (if available)

(843) 793-4683
Fax Number

4744 Hwy. 162
Remittance Address

2/8/16
Date

Hollywood, SC 29449
City, State, Zip

46-0575719
Federal Tax ID (FEIN)/SS Number

1258862-003
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.

Bid #: 16-B007S Fertilizer *Vendor:* Carolina Eastern Ravenel, LLC

The City is looking to purchase the following fertilizers. The bid will be awarded to the vendor that meets the specifications.

Item #	Quantity	Description	Unit Price	Total Price
1	466 Bag (50 lb. ea.) 777 (30# ea)	Top Choice (fipronil .0143%) Required Delivery (466 Bags) Feb. 22nd – 26th	26.00	$20,202
		Delivery Fee	0	0
		8.5% Tax		$1717.17
		Total		$21,919.17
2	532 bags (50 lb. ea.)	18-0-8 + Alectus .225 50% Ammonium Sulfate 50% XCU, MOP Required Delivery: (532 Bags) June 1st - 5th .225 Allectus is (.20 Imadicloprid .16 Bifenthrin)	$16.75	$8911.00
		Delivery Fee		0
		8.5% Tax		757.44
		Total		$9668.44
3	532 bags (50 lb. ea.)	18-00-8 Barricade (1 lb.) .35 Prodiamine 50% Ammonium Sulfate 50% XCU, MOP, 1 lb. Barricade Required Delivery (532 Bags) August 1st – 5th	$13.82	7352.24
		Delivery Fee		0
		8.5% Tax		$624.94
		Total		$7977.18
4	1064 bags (50 lb. ea.)	24-00-8 Dimension 0.19 (not generic) 33% Ammonium Sulfate, 33% Methelene Urea 33% Duration, MOP Required Delivery: (1064 Bags) February 22nd – 26th	$22.37	23,801.68
		Delivery Fee		2023.14
		8.5% Tax		
		Total		25,824.82
		*All bags delivered must meet and follow ALL of the EPA Rules and Regulations.		

Total cost of bid = $65,389.61

D. We used generic Top choice. Fipronil .0143% in 30# bags.
2). We used generic Allectus which is .20 Imadicloprid and .16 Bifenthrin
3). We used generic Barricade which is Prodiamine
4). We used actual Dimension

STATEMENT OF QUALIFICATIONS

Carolina Eastern-Ravenel is qualified to supply the products requested in this bid. We are a fertilizer manufacturer and chemical and seed distributor. We can manufacture the products requested in this bid to the exact specifications of this bid. We also distribute the chemicals requested in this bid.

Tom Player
President
Carolina Eastern-Ravenel LLC

COMMITTEE / COUNCIL AGENDA

3d.)

TO: John J. Tecklenburg, Mayor

FROM: Ben Dellucci **DEPT.** Fleet Management

SUBJECT: ONE (1) RAVO STREET SWEEPER

REQUEST: Approval to purchase one (1) Ravo Street Sweeper Machine from Southern Municipal Equipment Company, PO Box 1854, Lexington, SC 29071

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 8, 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	☐	☐		☐
Fleet ~~Police Department~~	X	☐	[signature]	☐
Procurement Director	X	☐	[signature]	☐

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

If yes, provide the following: Dept./Div.: 062016 Account #: 58010 KCM

Balance in Account * Amount needed for this item $230,350.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature] 4/9/16

FISCAL IMPACT: * Using 2016 Lease Purchase Funds

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

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

City of Charleston ☐ WAREHOUSE ISSUE ☐ FOR PURCHASE

REQUISITION

DISTRIBUTION - WHITE & YELLOW - PURCHASING
PINK - REQUISITIONER FILE

WHEN USED AS WAREHOUSE REQUISITION 2ND COPY WILL BE RETURNED AT TIME OF DELIVERY W/PRICING.

SUGGESTED SUPPLIERS
Southern Municipal Equipment
PO Box 1854
Lexington SC 29071

[ ] Disadvantaged Bus. [ ] Woman Bus.

No. PR 96935
(NOT FOR USE AS A P.O. NO.)

DATE OF REQUISITION 2/5/14

PURCHASE ORDER NO.

DATE OF PURCHASE ORDER

SHIP TO:

CITY OF CHARLESTON
FLEET OPERATIONS
2150 MILFORD ST
CHARLESTON SC 29405

DEL DATE	F.O.B.	TERMS	INV. NO.(S)	ACCOUNT NO.	DOLLAR LIMIT
				06-2016-5810	

ITEM NO.	QUANTITY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	EXT PRICE
	1			RAVO STREET Sweeper		230000.00
				As per specs		
				for E.S. - sweepers		
				STATE TAX		300.00
				TOTAL		$230350.00

CITY OF CHARLESTON
BEN DELLUCCI/FLEET MANAGER

REQUISITIONER/TITLE

B Dellucci

AUTHORIZED APPROVAL/TITLE

APPROPRIATION APPROVAL

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Executive/Fleet

PRODUCT: Ravo 5 Series Street Sweeper

REQUISITION NUMBER: PR

VENDOR: Southern Municipal Equipment Company

DATE: February 8, 2016

1. **Please state the use for this/these product(s).**
   The Environmental Services Division is responsible for maintaining a clean, safe, and healthy environment for residents and visitors of the City of Charleston. This street sweeper will be used in a predominately residential area west of the Ashley.

2. **Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.**
   No

3. **Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.**
   The Ravo 5 Street Sweeper not only has a silent package that has a specification of 65 dba at 50ft. distance, which is much lower than the sweeper we currently have; it also is the only sweeper that has a special curbside broom that will lift off of the street onto the sidewalk to clear debris and remove the weeds and grass from the sidewalk.

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

   _X_ 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.

SIGNATURE B. DeLucci TITLE CITY OF CHARLESTON BEN DELLUCCI/FLEET MANAGER

SOUTHERN MUNICIPAL EQUIPMENT COMPANY

PO Box 1854
Lexington, SC 29071
Phone (803) 358-0221, (888) 856-3556
Fax (803) 358-0431

February 2, 2016

City of Charleston
Attn: Ben Dellucci
2150 Milford Street
Charleston, SC 29405

Southern Municipal Equipment Company is pleased to offer the **City of Charleston** the following quote on a **RAVO Street Sweeper**. Thank you for your consideration. If you have any questions regarding this quote, I can be reached at (803) 413-4536.

Thanks,

Kyle Moore

RAVO 5 SERIES STH

- Cabin RAVO 990 White
- Container RAVO 9900 White
- Chassis RAVO 147 Pearl Gray
- Instruction Plates English
- 6.5 Yard Stainless Steel Debris Tank
- Gutter Brush Angle Adjustment Right and Left
- Wide Sweeping
- Heavy Duty Fan (Borium)
- Suspended Swivel Wheel
- Coated Suction Nozzle
- Coated Suction Tube
- Coated Suction Tube Bend
- Coated Suction Tube Extension
- Discom Exhaust Silencer TIER 3
- Air Suspended Driver Seat
- Air-Conditioning
- 12 Volt Plug In Cable
- Inspection Door Retainer Stainless Steel
- Easy Liftable Grid
- Suction Nozzle Camera Color, Rear View Camera Color and Side View Camera Color
- Dual Tires Rear 40km/h
- License Plate Holder
- Step Up on Brush System
- 2 Front Brooms with Two Direction Tilting Options

- Storage Compartment in Front of Passenger Seat
- 2 Operator Manuals (1 Service & 1 Parts)
- Third Broom With Dual Tilt Directions
- No Large Logos on Side of Unit
- Storage Rack for Hand Tools (included with Wander Hose attachment)
- HP Water Pump with Spray Gun Mounted on Right Hand Side
- 2000 hour warranty on unit (excludes wearable items and operator damage)

TOTAL PRICE: $230,050.00

Sales Taxes are **NOT** included in Total Price

Southern Municipal Equipment Company
A Woman Owned Business
888-856-3556

Specifications For Street Sweeper With Tipping Hopper

The intent of the following specifications is to describe the minimum requirement for a new sweeper. Any and all exceptions must be listed on a separate sheet entitled: EXCEPTIONS TO BID

General Designation

- Compact dedicated self propelling hydrostatic four wheel vacuum street sweeper with integral chassis with a maximum sweeping speed of 10 MPH and travel speed of 30 MPH
- 2 Wheel Front wheel steering (maneuverability)
- Double tires in rear (balance)
- Turning radius curb to curb should not be larger than 200 inch

Container

Standard Tipping

- Material: 304 Stainless Steel plating
- Reinforcement: Corten Steel reinforcement
- Side and rear panels: Made of acrylonitrile butadiene styrene (ABS)
- Volume: 6.5 yards
- Dumping height: 34 inch
- Discharge system: Tipping by means of 2 hydraulic cylinders Safety support: 2
- Safety future: Manually operated hydraulic pressure pump to tip the hopper
- Floor angle: 3.8 Degrees
- Inspection doors: 2 Doors, one at RH side, one at LH side of the hopper
- Screen: One piece, stainless steel, easy lift system by means of cable, actuated on left side of unit.

Rear Door System

- Material: Corten Steel
- Operation: Hydraulically by remote control (with safety button)
- Opening: Be means of 2 hydraulic cylinders
- Locking device: Hydraulically locking by means of 2 manually re-adjustable pins
- Seal Material: EPDM / Weather temperature resistant
- Safety support: 1

Rear Mounted Wander Hose

- A rear mounted hose shall be attached to the unit, inlet on top of unit. Spring style boom with 12' minimum poly hose with a heavy duty steel end, 3' minimum. Diameter of hose, 7.9". Water injection included.

Fan housing

- Fan should be mounted on top of the hopper and accessible from the top.
- Coupling available to wash out fan and hopper at ground level.

Chassis

- Material: Purpose built 0.16 inch Corten steel chassis
- Contents: Incorporated tanks for fuel, hydro oil and spray water

Engine + drive system

Engine

- Single engine: Iveco N45ENTX20.00 / F4HE9484A Common Rail
- Emission level: Stage IIIA
- Cylinder: 4 cylinder turbocharged with 274 cu Inch capacity per cylinder
- Fuel: Diesel
- Power: 141 HP
- Max. torque (lb ft.): 413 @ 1400 rpm
- Carter capacity (gal.) 2.64
- PTO ratio: 1.03
- Timing Gear: Gear wheel driven

Axles, Brake, Steering and Drive System

Front axle	
Type Wheel support	Independent through lateral A-arm at the bottom & slider strut with wheel support & a trunnion at the top (McPherson)
Suspension system	Independent hydro-pneumatic suspension in slider strut with level control
Steering angle (°)	Inwards 68° Outwards 40°
Rear axle	
Type Wheel support	Independent rigid trailing arms
Suspension system	Rubber diabolo springs
Planetary gear in whl hub	Brevini RF46/2
Gear ratio	1:11,25
Tires (pressure in PSI)	
Front	Bridgestone 215/75 R17.5
Rear (double)	Bridgestone 205/65 R17.5
Brake system	
System lay-out	Dual circuit, full pressure by tandem foot metering valve, one on front brakes , other on rear brakes, rear brakes through ALR valve
Foot metering valve	Micro Pedal and Base unit MEP - 464 - 022
Max. brake pressure	2031 PSI at front brakes, 363 to 1450 PSI at rear brakes through ALR valve
ALR valve, Brand/type/setting	Ate / reducer / 363 to 1450 PSI
Fluid type	Hydraulic oil
Front brake, per wheel	Ventilated disc brake, Perrot Disk d=9,7 inch, Perrot calliper 2 pistons each site d=3,7 inch
Rear brake, per wheel	By hydrostatic engine brake and hydraulically and mechanically operated drum brake, drum brake Knott 300 x 60 (11,8 x 2,4 inch)
Parking brake	Spring loaded, hydraulically released on rear drum brake
Steering system	
System lay-out	Steering on front wheels only. Full hydraulic steering through an Orbitrol steering unit. (no mechanical connection between steering wheel and front wheels) Hydraulic power is taken from steering pump
Actuation	Linear balanced cylinder, transverse positioned, in-between front wheels. Piston rod is fixed to chassis, cylinder body moves. Front wheels are connected by push-pull rod's with ball joints to cylinder body. Steering levers at the wheel support are angled
Steering unit	Orbitrol type: Sauer Danfoss 150N2195 Steering cylinder: RAVO spec: 05-11-553-00-C, D=nn, d=nn, s=nnn
Drive system	
System lay-out	Full hydrostatic drive system with variable displacement motors, one at each rear wheel. A variable displacement drive pump at the engine. Both the drive pump and motors are controlled electrically by an electrical accelerator pedal through an electronic

Hydraulic System

Hydraulic drive pump	
Make / Type	Linde / HPV105
Max displacement (cu.in./rev)	6.41
Max peak pressure (PSI)	7252
Max operating pressure (PSI)	6092
Max speed input (rpm)	3200

Hydraulic drive motors (2x)	
Make	Linde / HMV 55
Max displacement (cu.in./rev)	3.3
Min displacement (cu.in.)	1.12
Max torque @ max displacement (lb.ft/PSI)	0.041
Max peak pressure (PSI)	7252
Max operating pressure (PSI)	6092
Max speed output min/max (rpm)	4100
Blower pump	
Make / Type	Linde / HPR75
Displacement (cu.in./rev)	4.63
Adjusted pressure (PSI)	2538
Max operating pressure (PSI)	6092
Max pressure (PSI)	7252
Blower motor	
Make	VOAC
Type	F12-40-MF-IN-X-35mm
Displacement (cu.in./rev)	2.44
Adjusted pressure (PSI)	2538
Max operating pressure (PSI)	6092
Max pressure (PSI)	6962
Brush pump	
Make	Parker
Type	PGP517A0190AD1H3VJ9J8B1B1
Displacement (cu.in./rev)	1.16
Adjusted pressure (PSI)	2538
Max operating pressure (PSI)	3626
Brush motors (2x)	
Make	Parker
Type	TE 165
Displacement (cu.in./rev)	9.95
Max operating pressure (PSI)	2538
Max pressure (PSI)	2901
Pump for Steering, brakes and suspension	
Make	Parker
Type	PGP511B0110CA1H2VJ7J5S-511A0060XJ7B1B1E2+P.M.PFD
Displacement (cu.in./rev)	0,671 + 0,366
Adjusted pressure (PSI)	1305 (0,671 cu.in) 2900 (0,366 cu.in.)
Max pressure (PSI)	3989
Steering system	
Drive	Hydraulic steering / Orbitrol
Electrical system	
Voltage (V)	24, with running engine 28
Battery (V/Ah)	2 x 12/72
Alternator (V/A)	28 / 90

Cabin

- Two persons, all weather sound insulated cab shall be mounted at the front of the chassis
- Cabin noise level (Lpa) should not exceed 77 dB
- Cab must have a centrally located floor window with view on the suction nozzle
- Cab should have two mechanically suspended seats
- Cab should be equipped with:
    - Air conditioning

- AM/FM radio CD / MP3 player
- Slightly tilted panoramic front screen with safety glass windows for an optimum view in all weather conditions
- Two windscreen wipers with electric screen washer
- Rotating strobe lights, 2 front and 2 rear. Rear mounted arrowboard with controls in cabin
- Heating and ventilation system mounted inside the cabin
- Toolbox mounted in front of passenger seat.
- License plate holder.
- Mirrors on doors, 2 each, 6" x 10" minimum with one each side heated. Above doors an additional mirror installed, 6" x 10" minimum.
- Two color monitors, 7" in diameter, one mounted on rear door and one mounted near vacuum tube.

- Controls and Instrumentation
  - Engine RPM gauge
  - Engine hour counter
  - Engine oil pressure gauge
  - Engine temperature gauge
  - Sweeping hour counter
  - Volt Meter
  - Brush rotation speed regulated by a potentiometer
  - Direction indicator handle (including horn and head lights)
  - Joystick for side shifting the brush system, lifting of suction nozzle and brush system
  - Remote control for opening of the rear door and dumping of debris
  - Indicator contents fuel tank
  - Indicator contents water tank
  - Warning buzzers for:
    - Empty water tank while the pump is on
    - Parking brake on
    - Engine cooling water running hot
    - Low engine oil pressure
    - Low hydro oil pressure
    - High hydro oil temperature

Cabin dimensions	**Inch**
Interior length	55.1
Interior width	66.9
Interior height	62.2
Footstep height	18.9
Floor height	31.5
Distance floor - seat	18.9
Distance floor - steering wheel	30,3-31,9
Distance seat - front screen	39,8-51,6
Distance seat - roof	43.9
Distance seat - steering wheel	19,7-31,5

Dimensions and weights Sweeper

Version	**STH**
Dimensions (inch)	
Length (without thrid broom)	178.1
Width excl. Mirrors	71.1
Width incl. mirrors	89.8
Height without wanderhose	98.2
Height with wanderhose	111.0
Wheelbase	71.5
Front overhang	59.4
Rear overhang	44.6

Distance upper side chassis - front axle centre	20.7
Width chassis	68.9
Track width rear	50.6
Track width front	57.9
Weight (lb)	
Total empty weight	13713
Empty weight front axle	6746
Empty weight rear axle	6967
Max. weight front axle	10692
Max. weight rear axle	15587
G.V.W.	25132
Loading capacity	12125
Capacities (gal)	
Capacity fuel tank	28
Capacity water tank	160
Capacity hydraulic oil tank	25.1
Turning radius (inch)	
Turning radius wall to wall	238
Turning radius curb to curb	199

Hill Climbing Capacity

Hill climbing capacity*	
Loaded percentage [%]	16
angle [°]	10
Unloaded percentage [%]	28
angle [°]	16

Vacuum System

Broom system

- Two circular brooms should be mounted in front of the front wheels under the cab by means of a pulled broom system
- Brooms will be hydraulically powered with infinitely variable control from the cab
- Brooms shall have a minimum diameter of 35 inch
- Brooms shall have a speed between 0 and 210 RPM
- Brooms shall have a side shift to left and right of 9.1 inch
- Brooms shall have an angle adjustment of 21 degrees
- Brooms should be operated by means of a joystick in the cabin
- Broom system should be connected by means of closed bolts and require no greasing
- The machine shall have a third broom mounted in front of the sweeper with:
    - A linear movement of 47 inch
    - A maximum reach measured from the front bumper of 71 inch
    - Hydraulically operated by means of a joystick in the cabin
    - Third boom shall have a quick release system and stands for storage
- The sweeping path of the sweeper shall be:
    - 87 inch by use of 2 brooms
    - 122 inch by use of 2 brooms + the front broom

Fan

- Material: Borium
- Tensile Strength: 200,000 PSI
- Hardness (Brinell): 400 HB Minimal
- Drive: Hydraulic
- Diameter: 28 inch

- Number of blades: 10
- Max Speed: 3300 RPM
- Max Capacity: 18,300 cubic yards per hour

Pick-up Mechanism

- Vacuum type accomplished by air movement
- Vacuum shall be developed by a hydraulically powered blower
- Blower speed shall be controlled inside the cab
- The pick up nozzle shall be mounted forward of the front wheels and between the two brooms
- An access door inside the cab shall give the operator access to the suction tube
- Air exiting the blower will be directed through the rear door toward the ground
- Dust control should meet PM 10 standard and be certified as such
- Suction nozzle shall be 4.7 (L) by 24.8 (W) Inch and made out of corten steel lined with Linatex
- The suction tube shall have a diameter of 8.9 inch and made out of 304 stainless steel

Water System

- Waterpump make: Tellarini
- Type: Self priming impeller IFE 25-24
- Max. Capacity: 12,4 Gallon @ 7,3 PSI 3,0 Gallon @ 29,0 PSI
- Nozzles: 2 per broom, 5 in the suction system
- Additional water system: Hydraulically driven water pump, 4 GPM @ 2175 PSI, stainless steel reel with 25' of ½" hose and spray wand.

Warranties

- The machine shall have a warranty of 2 years or 2000 engine hours (whichever comes first) against defects in material or workmanship. Items outside this warranty are:
  - Fluids
  - Filters – oil, air, hydraulic, water
  - Belts
  - Lights and Fuses
  - Glass
  - Tires
  - Batteries
  - Cutting edges (Rubbers)
  - Fan, suction tube and nozzles
  - Water spray nozzles
  - Pulleys and nozzle wheel
  - Brooms and broom drive plates
  - Windshield wiper blades
- The machine shall have a warranty of 5 years on the chassis and container module

RAVO
FAYAT GROUP

Alkmaar, January 28, 2016

To whom it may concern:

This is to certify that:

Southern Municipal Equipment Company

Having offices at:

2931 Mineral Springs Rd, Lexington, SC 29073

Is our official and exclusive partner for the states of North and South Carolina and Georgia. They are fully factory trained and they are the exclusive source for new machines and original RAVO parts and fully certified service.

Should you have any questions, please don't hesitate to contact the undersigned.

With kind regards,

RAVO B.V.
Otterkoog 1, 1822 BW Alkmaar
P.O. box 286, 1800 AG Alkmaar
The Netherlands
www.ravo-fayat.com

Cornelis van der Put

Export Sales Manager RAVO BV

COMMITTEE / COUNCIL AGENDA

3e.)

TO: John J. Tecklenburg, Mayor

FROM: Hernan E. Peña, Jr. DEPT. Traffic & Transportation

SUBJECT: TRAFFIC SIGNAL RETIMING PROJECT

REQUEST: Approval to establish a contract for the Traffic Signal Retiming Project with Stantec Consulting Services, Inc., 4969 Centre Pointe Dr., North Charleston, SC 29418. Solicitation #15-P040R.

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 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	☐	☐		☐
Traffic & Transportation	x	☐		☐
Procurement Director	X	☐		☐

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 $505,000.00

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:

* Anticipated 2015 General Fund Reserves

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

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

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND STANTEC CONSULTING SERVICES, INC. FOR TRAFFIC SIGNAL RETIMING SERVICES

THIS AGREEMENT is entered into this _____ day of _____, 20___ between the City of Charleston, a municipal corporation organized under the laws of the State of South Carolina (hereinafter referred to as "the City"), and Stantec Consulting Services, Inc. (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 On-Call Traffic Engineering Professional Services in accordance with Solicitation #15-P040R and any and all addenda. All attachments and exhibits listed below shall be incorporated herein:

Exhibit A: Solicitation #15-P040R (the "Request for Proposal")
Exhibit B: Insurance Requirements
Exhibit C: Contractor's Proposal Response (the "Work")
Exhibit D: 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, and Exhibit C 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, and Exhibit C 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 B, 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, and Exhibit C as approved by the City and the proposed pricing for such work as shown in Exhibit D. 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.

6. The Contractor will *not* perform any of the various work tasks outlined in Exhibit A, and Exhibit D except when *authorized* by the designated City Representative.

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $505,000.00 (Five Hundred and 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 B.

§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

John J. Tecklenburg
Mayor
City of Charleston
PO Box 304
Charleston, SC 29402

To: Stantec Consulting Services, Inc.

Richard A. Day, PE, PTOE
Principal in Charge
Stantec Consulting Services, Inc.
4969 Centre Pointe Drive, Suite 200
North Charleston, SC 29418

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 J. Tecklenburg Mayor
Date: _____	Date: _____
_____	
Name	
Date: _____	

WITNESSES FOR VENDOR:

Cherette Singleton	Richard A. Day
Name	Richard A. Day, PT, PTOE Principal in Charge
Date: 2-26-16	Date: 2/26/16
Ann C Jones	
Name	
Date: 2-26-16	

EXHIBIT A

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

Proposal Number: 15-P040R	**Proposals will be received until:** December 15, 2015 @ 12:00pm
Proposal Title: Traffic Signal Retiming Project **Non-Mandatory Pre-Proposal:** November 30, 2015 @ 2:30 at 75 Calhoun St., Ste. 3403	
Mailing Date: November 21, 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: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

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

IMPORTANT

1. This solicitation 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 December 1, 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, Suite 3500, Charleston, SC 29401.** Failure to do so may result in a premature opening of, or failure to open such Proposal. Each sealed envelope containing a Proposal shall be marked on the outside with the Offeror's complete Name, Address, Solicitation Number, Description of Services Requested by Solicitation (i.e., Elevator Maintenance, Road Construction), along with the Due Date and Time. If you do not choose to submit a proposal, please complete and return the enclosed "No Proposal" response form.

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

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, Suite 3500, Charleston, South Carolina 29401. Questions may be transmitted by fax, but it shall be the responsibility of the sender to confirm receipt by the City. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the City's Procurement Director. When issued, such interpretations and answers to such questions shall be in the form of an addendum to the Solicitation which shall be posted on the City's website, www.charleston-sc.gov. All such addenda shall become part of the Solicitation and each Offeror shall be bound by such addenda whether or not received by the Offeror. The City of Charleston shall not be legally bound by any amendment or interpretation that is not in writing.

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

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

22. CONTRACT ADMINISTRATION

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

23. NOTICE OF AWARD OF CONTRACT

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

24. NOTICE TO PROCEED

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

25. OTHER CONTRACTS

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

26. MODIFICATION

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

27. INDEPENDENT CONTRACTOR

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

28. INSURANCE REQUIREMENTS

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

29. INDEMNIFICATION

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

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

30. OFFEROR'S QUALIFICATIONS

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

31. ASSIGNMENT

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

32. SUBCONTACTORS

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

A) For Convenience: The City reserves the right to terminate the contract with the Contractor when it is in the best interest of the City, including, but not limited to non-appropriation of funds. If the contract is so terminated, the City shall provide the Contractor with 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.

65. TERMS

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
75 Calhoun Street, Suite 3500
Charleston, SC 29401

NO PROPOSAL RESPONSE FORM

Proposal Number: 15-P040R **Proposals will be received until:** December 15, 2015 @ 12:00pm	
Proposal Title: Traffic Signal Retiming Project **Non-Mandatory Pre-Proposal:** November 30, 2015 @ 2:30 at 75 Calhoun St., Ste. 3403	
Mailing Date: November 21, 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: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☐ No If so, please provide a copy of your certificate with your response.	
Authorized Signature: _____ **Title:** _____ **Date:** _____	

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

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

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

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

Comments: _____

_____

_____

Proposal Number: 15-P040R **Proposals will be received until:** December 15, 2015 @ 12:00pm
Proposal Title: Traffic Signal Retiming Project **Non-Mandatory Pre-Proposal:** November 30, 2015 @ 2:30 at 75 Calhoun St., Ste. 3403
Mailing Date: November 21, 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 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, Suite 3500, 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, Suite 3500, 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 _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name: _____

Notary Seal:

Phone Number: _____

Address: _____

AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

Notary Public for the State of _____

My Commission Expires: _____

Notary Seal:

Print Name:_____

Phone Number:_____

Address: _____

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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 Consultant services to provide traffic signal timing plans in the City of Charleston. It will be the responsibility of the Consultant to perform all work related to data collection, traffic counts, timing plan development, implementation, field fine tuning, before / after studies, traffic signal system type evaluations and recommendations, and the necessary training for City staff involved in the project.

There will be a Non-Mandatory Pre-Proposal Meeting held at 2:30pm on November 30, 2015 at 75 Calhoun Street, Suite 3403, Charleston, SC 29401.

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 December 1, 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 ***(December 15, 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 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 should 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-P040R – Traffic Signal Retiming Project"**
b) **All pricing information should be clearly marked "Cost Proposal".**
c) Everything is to be placed in one envelope, box, or package clearly marked **"15-P040R – Traffic Signal Retiming Project"**.
d) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun St., Ste. 3500, Charleston, SC 29401, ATTN: 15-P040R.**
e) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on December 15, 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** – Provide a description of previous similar work performed by the nominated staff. Please include dates, locations and references.
- **Expertise of Personnel and Availability of Resources** – Describe proposed staffing for this effort. Include individuals who will work on this project with detailed resumes. The staff proposed to perform the work must have significant experience in the development of system-wide traffic signal timing, implementation, and fine-tuning. This proposal will identify one individual with such experience that will be responsible for overseeing the entire project.
- **Responsiveness, Quality and Completeness of Proposal** - The quality of written material and presentation, relevant experience, inclusiveness of required documents and completion for required forms.
- **Project understanding and technical approach** – Provide a detailed description of their understanding of the City's goals for this project and the tasks and methods for accomplishing this work. This section should specifically describe how the work will progress and will ultimately be included in the Agreement with the City.

- **Project Schedule** – Provide a timeline for project deliverables described in work program.
- **References** – Provide company name, point of contact name, phone number, fax number, and email address.
- **Cost**

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

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.

CONTRACT TERMS

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.

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: _____

ATTACHMENT I: SCOPE OF WORK

TRAFFIC SIGNAL RETIMING PROJECT

Background

The City of Charleston's Department of Traffic and Transportation is requesting proposals for Consultant services to provide traffic signal timing plans in the City of Charleston. Selection of the successful Consultant firm will be made on the basis of qualifications and project approach. It will be the responsibility of the Consultant to perform all work related to data collection, traffic counts, timing plan development, implementation, field fine tuning, before / after studies, traffic signal system type evaluations and recommendations, and the necessary training for City staff involved in the project.

General Scope

The scope of the project will be the development and implementation of new traffic signal timing plans for the City of Charleston including approximately 205 signalized intersections in the City of Charleston.

The development and implementation of signal timing plans encompass many elements. The process includes data collection, data analysis, signal plan simulation and in-office optimization, field implementation, field fine tuning, before/after evaluations, and traffic signal system type evaluations and recommendations. Training for City staff in timing plan development will also be a part of this project. Signal plan development and office evaluation of plans will be accomplished using the Synchro computer model or other appropriate software approved by the City. In addition, the Consultants will be asked to review specific areas of the City during specific times of the day, specific times of the week or weekend, and specific times of the year to determine if alternate plans are required. The Consultants will also be asked to review the city's hurricane evacuation routes and based on the review and analysis, recommend and develop a new evacuation route map along with an evacuation timing plan.

The Consultant will also study at least Fifteen (15) signalized intersections in the Downtown Area to determine if an "All Walk" or "Exclusive Walk" operation is appropriate. Those intersections where the "All Walk" or "Exclusive Walk" phases are recommended, the Consultant will develop the adequate timing plans for those intersections and integrate those as part of the overall coordination.

The tasks outlined in this Request for Proposals (RFP) will be performed in a manner which best utilizes the talents of the Consultant and should be considered a guide. The goal of this project is to produce and implement the highest quality timing plans and strategies in the most cost-effective manner.

Task 1 – Planning and Data Acquisition

The Consultant will be required to conduct all data collection and traffic counts required for developing the traffic signal timing plans. Additionally, the Consultant will inventory existing equipment and conduct the appropriate field measurements to perform the work. Data collection procedures and schedules will be submitted to the City for approval. Upon approval, the data will be collected according to an approved schedule. The study will include the review of the collected data to determine intersections where additional phases are needed (left turns, right turn, split phase, others) and recommended for the safe and efficient operation of the intersections.

The South Carolina Department of Transportation (SCDOT) will be conducting a pilot project for a traffic responsive system on the SC Highway 61 corridor that may potentially overlap with this signal retiming project. All data acquired for the pilot project by the SCDOT should be combined with the data acquired for the other corridors included in the signal retiming project. The consultant will be responsible for coordinating with the SCDOT to obtain this data and incorporate it into the signal retiming project. No new data acquisition for the SC Highway 61 corridor will be required.

Task 1 Deliverables:

- Existing conditions report with supporting data by system
- Recommended signal operating strategies by system
- Traffic count data

Task 2 – Before and After Study

To evaluate the benefits of updating the timing plans, before, and after travel time studies and delay analysis will be conducted. In this task, the Consultant will conduct before travel time studies to evaluate the effectiveness of the signal timing plans after new timing plans are implemented. The proposed strategy for accomplishing the before and after studies must be presented to the City for review and approval. A final presentation of the results will be presented to Charleston City Council.

Task 3 – The Development, Evaluation and Simulation of Signal Timing Plans

These work elements are interrelated as the evaluation and simulation provides important input into the timing plan development process. Synchro or other City approved software will be used to develop and optimize plans. The Consultant will make recommendations for operational or traffic demand mitigation measures for each of the traffic signals. Phasing modifications may be recommended at this time.

Tasks 2 and 3 Deliverables:

At a minimum seven (7) timing plans (some subsystems may require more) should be prepared / developed / optimized for each of the subsystems. Three (3) copies of the proposed signal

timing plans will be submitted to the City's Traffic and Transportation Department. In addition, at least one "evacuation" plan will be developed and tested to conform to the City's evacuation routes. A special events plan will also be developed for events such as Southeastern Wildlife, Spoleto, Cooper River Bridge Run, etc. One or two weekend plans will also be recommended, developed, and implemented that will include plans for downtown on Friday and Saturday evenings/nights, as well as special "summer" plans for beach traffic. A review of the SCDOT's traffic responsive system pilot project on SC Highway 61 will also be required and must be incorporated and synchronized with the signal retiming plans proposed for the intersecting corridors. These copies will include:

- The preliminary comparison of existing and office optimized signal timing plans
- System improvement recommendations
- Finalized optimized Synchro output
- Populated controller database (Intellite Maxview)
- Recommended implementation site (central or direct connect)
- Proposed field adjustment schedule
- Recommendations regarding modification of signal phasing at every intersection as needed
- Recommend time of day schedules for all days of the week

Task 4 – Implementation of Signal Timing Plans

This task involves downloading the timing data derived in Task 3 from a central site or by direct connection in the field. This downloading procedure should include an initial process to ensure that the signal timing plans operate correctly. The implementation and downloading of plans will not be performed without the authorization of the Director of Traffic and Transportation.

Task 4 Deliverables:

Download and upload to compare the implemented signal timing plans. Verify that the entire database was downloaded correctly to each local intersection.

Task 5 – Adjustments to Signal Timing Plans

This task involves the field testing and adjustment of the timings. It is noted that timing models such as Synchro provide the user with timing results which are a good place to begin field adjustments. The plans developed in the office must be adjusted and fine-tuned in the field. Each timing plan will be continuously monitored in the field until a satisfactory timing plan is approved by the City of Charleston's Department of Traffic and Transportation. The Director of the City's Department of Traffic and Transportation will approve all timing plans after a field inspection (ride through) of each of the intersections during the appropriate time periods. The fine tuning process will continue at all intersections until the timing plans meet the requirements and satisfaction of staff at the Department of Traffic and Transportation.

Task 5 Deliverables:

- Final field adjustment of the signal timing plans
- Final time-of-day schedule for all days of the week

Task 6 – Field Signal Timing Evaluation

A statistical comparison of the before and after travel times, delays, fuel consumption, and environmental data will provide acceptable information to determine traffic flow changes occurring from the implementation of the new timing plans. The consulting firm selected for the work will make a presentation to city staff and/or Charleston city Council regarding the results of the before and after study.

Task 6 Deliverables:

For each system, the following will be delivered:

- Floating car travel time studies for both the before and after conditions
- Comparative analysis of before and after report conditions
- Presentations to staff and/or City Council.

Task 7 – Training

City of Charleston's Department of Traffic and Transportation staff members will be trained in conjunction with the timing project. This training consists of both classroom and "hands-on" training, with emphasis on "hands-on" training. Agency staff members will participate in all aspects of the signal timing development and implementation. All designated staff will be fully trained in the use of the Synchro software or other City approved software. A minimum of 80 hours of classroom and "hands-on" training will be provided by the Consultant.

Task 7 Deliverables:

The training program combines the required technical knowledge and presentation abilities of the Consultant to produce a program that is easily understandable.

- Introduction
- Development of signal timing plans
- Special event planning
- Traffic optimization – Synchro or other City approved software
- Field implementation and adjustment
- Traffic controller hardware / software – 170 and 2070 ATC
- Signal timing plan evaluation
- Review / help session – all computer models and signal controller hardware and software
- Field work with the controller database
- Fine tune timing plans at three subsystems (at a minimum)

Task 8 – Traffic Signal System Types Evaluations and Recommendations

This task will involve a comprehensive look at the City of Charleston's traffic signal system to determine the most efficient and beneficial traffic signal system type for the future of the City of Charleston for each area of the City. Traffic signal system types may include closed loop systems, traffic responsive, traffic adaptive or other types recommended by the consultant.

Task 8 Deliverables:

A report outlining each traffic signal type, the pros and cons for each type as it relates to the City's current traffic signal system and infrastructure, a recommendation on the most efficient and beneficial type for the City's future traffic signal system needs, and the requirements and estimated cost for the City to accomplish full implementation of the recommended type.

Task 9 – Traffic Signal Control Center Evaluations and Recommendations

The Consultant will be required to review the City's existing Traffic Signal Control Center and identify improvements and upgrades as needed with the latest state of the art technologies that will assist the City in providing the safest and most efficient traffic signal control measures. In addition, the consultant will examine opportunities for the City to design and construct an active Traffic Management Center (TMC) that could be manned to interact with other transportation agencies in the area, such as the SCDOT Traffic Management Center.

Task 9 Deliverables:

The final delivery of this task will be a detailed and comprehensive report outlining the steps that the City should take to improve its Traffic Signal Control Center and possibly transition into a comprehensive and active Intelligent Transportation System Center (ITS Center) or Traffic Management Center. In addition to the signal system this may include CCTV systems, incident detection capabilities on specific corridors, interaction with SCDOT's Traffic Management Center and other relevant agencies, and other technologies as needed. Cost estimates for such improvements for all recommended scenarios will be provided by the Consultant. The final report will include an implementation plan for all the recommendations regarding the current Traffic Control Center and Traffic Management Center/ITS Center.

Task 10 – Reports

This report will provide a written assessment of the project and summarize the work conducted for a particular system conducted during Tasks 1 through 10. Information on the successes and shortcomings of the timing project will be discussed. Other project activities included in this task are preparation and submission of procedure reports, progress reports, and the scheduled meetings.

Task 10 Deliverables:

- Final time-of-day schedule for all days of the week (including special events, hurricane, etc.)
- Discussion of the fine tuning adjustments
- Final optimized timing plans
- Final Synchro outputs
- Final Synchro time-space diagrams
- Final 170 and 2070 ATC controller database
- Before and after comparisons
- Recommended improvements
- Benefits from the updated traffic signal plans (quantification of various benefits)

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

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 C

Stantec

Proposal for

Traffic Signal Retiming Project

Solicitation No. 15-P040R

Stantec Consulting Services Inc.
4969 Centre Pointe Drive, Suite 200
North Charleston, SC 29418-6952

December 15, 2015

Stantec

Stantec Consulting Services Inc.
4969 Centre Pointe Drive, Suite 200
North Charleston SC 29418-6952
Tel: (843) 740-7700
Fax: (843) 740-7707

December 15, 2015

Attention: Contracting Officer
The City of Charleston Procurement Division
75 Calhoun Street, Suite 3500
Charleston, SC 29401

Dear Selection Committee,

Reference: City of Charleston Traffic Signal Retiming Project (15-P040R)

We just have to come right out and say it: The Stantec team has been anxiously awaiting the release of this important and challenging contract! Why should you select our team for this new contract?

Significant Experience with Traffic Signal Retiming Projects The Stantec team has proven experience in traffic signal timing at hundreds of locations across the country and in South Carolina. As you review our proposal, you'll see we have the depth of experienced professionals to handle every project task. Knowing Stantec as you do, you can be assured the team is experienced in this type of work, is familiar with city and SCDOT policies and practices, and will have adequate staffing.

Staff Commitment and Availability Stantec has teamed with Kimley-Horn and Associates, Inc., Bihl Engineering, LLC, and All Traffic Data to accomplish all tasks needed for this contract, which includes meeting the city's goal of 20% MWBE participation. Our subconsultants are firms we've worked with in the past and who have previously worked within the city – including the last traffic signal retiming project. We're ready to get started to kick-off the project as soon as you give us the call!

Commitment to Value and Quality Every firm can say they're committed to quality. What makes Stantec stand apart is how we achieve this goal. As you'll see in this submittal, we have a proven process for working on large projects like this one. With a firm-wide ISO 9001 certified process, we'll be able to generate deliverables that are technically accurate and follow the city's policies and procedures.

The following submittal details the qualifications of our team and outlines exactly how we plan to perform under this contract. Thank you for considering us for this exciting new contract.

Regards,

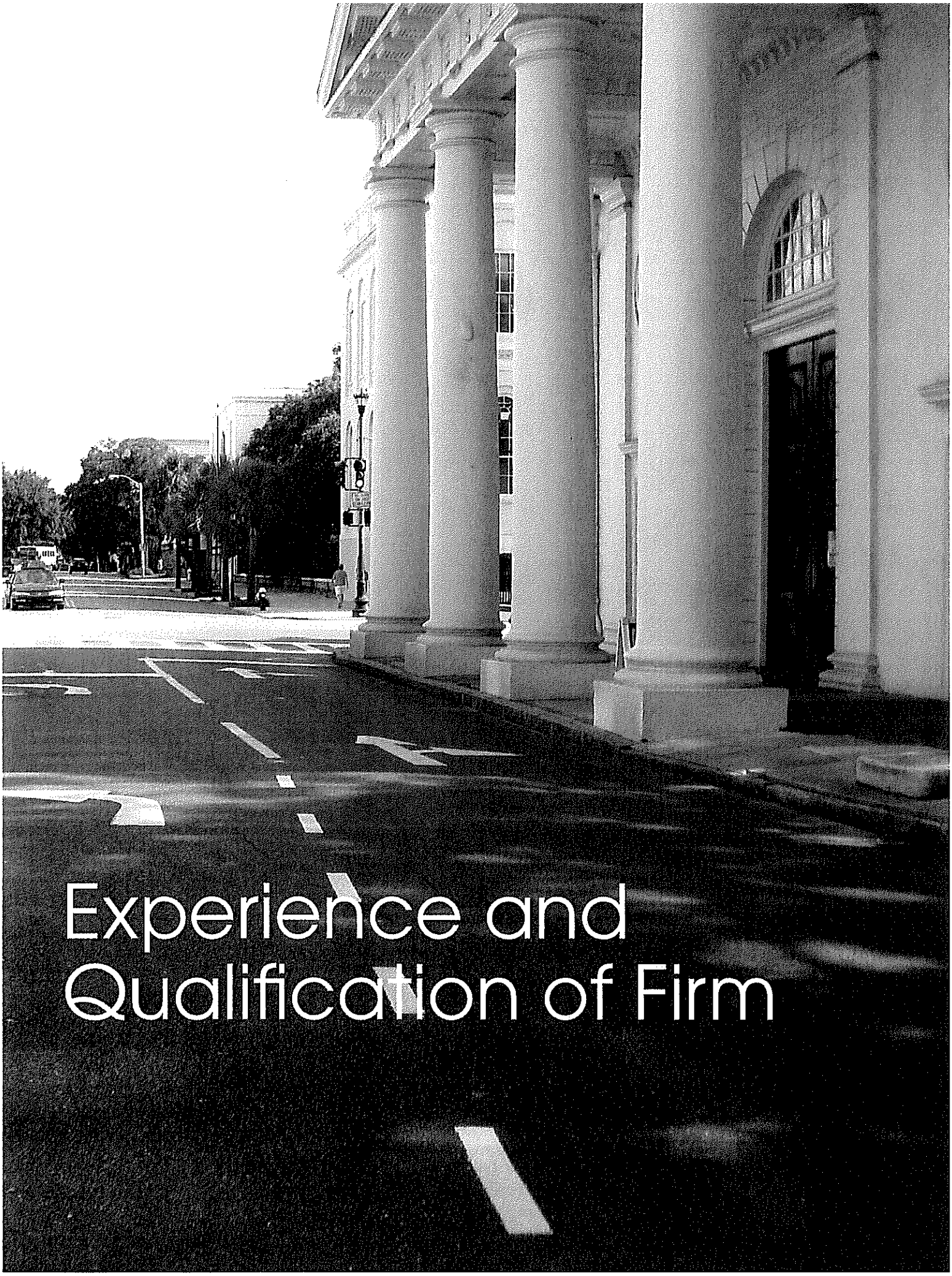
STANTEC CONSULTING SERVICES INC.

Rick A. Day, PE, PTOE | Principal in Charge
Phone: (843) 740-7705 | rick.day@stantec.com

Richard M. Reiff, PE, PTOE | Project Manager
Phone: (843) 740-6337 | rick.reiff@stantec.com

Table of Contents

Experience and Qualifications of Firm 1
Expertise of Personnel and Availability of Resources 11
Resumes 13
Responsiveness, Quality and Completeness of Proposal 46
Forms & Affidavits 47
Project Understanding and Technical Approach 53
Project Schedule 59
References 61
Cost Proposal 62



Experience and Qualification of Firm

Experience and Qualifications of Firm

Over the years, Stantec has completed hundreds of traffic signal and system projects from signal timing analysis to a complete inventory of signals to design of new signals in South Carolina. Our clientele include various city and county governments throughout South Carolina – including the City of Charleston – and SCDOT. Our knowledge of the city's systems and personnel gives our team the home court advantage of being able to hit the ground running with no learning curve.

Because of our extensive traffic signal timing experience, we are intimately familiar with traditional approaches to successfully develop efficient signal timing including: data collection, model development, timing development, implementation, and after data collection. Our engineers are experienced deploying timing techniques such as uneven double cycling, re-servicing phases within a cycle, and timing and phasing for complex geometries. We have developed and deployed timings in advanced traffic controllers utilizing four rings and eight barriers and have the expertise to make complex timings solve real-world challenges. We not only bring out-of-the-box ideas, but the technical expertise necessary to bring those ideas to life in your field equipment.

Our team's experience also includes numerous system types and communication media including time-based coordination (non-interconnected), microwave-based coordination, hardwire interconnect with an on-street master controller, spread spectrum radio, PC-based systems (closed loop systems), central computer systems, and fiber optic and Ethernet cable. We have an in-depth knowledge of all major manufacturers' equipment in the traffic control field ensures the proper application of the best equipment and design methodology for the project.

For coordination analysis, we have extensive experience using Synchro, Version 9, and Sim Traffic to fully evaluate existing operations, optimize the signal operations, and to develop clear comparisons between before and after measures of effectiveness.

Stantec takes great pride in and places a high value on its long term ongoing relationships with its clients – including the City of Charleston. This is evident by the fact that the majority of our clients are repeat customers. We are confident in our past performance in signal timing projects and encourage you to contact our clients listed as references.

Stantec has assembled a team with the qualifications, experience, and availability to accomplish the objectives of this project. Members of our team have provided the City of Charleston with transportation engineering services for over 20 years. This history offers the City of Charleston the advantage of selecting a team that is fully functionally on day one. We manage the project development process proactively, recognizing that successful projects require more than just logical technical solutions — they must be sustainable economically, socially, and environmentally.

Our experience and qualifications are demonstrated in a strong sample of local and regional projects detailed on the following pages. Within these project descriptions, you will see where we have completed similar tasks and produced a quality product suited to each client's individual needs.

Stantec By The Numbers

43 team members in SC

3 IMSA Traffic Signal Level II Certified Personnel in SC

2 Certified PTOEs in SC

750 Stantec staff in the Southeast US

El Paso Far East System Signal Retiming

Dates: 2015
Location: El Paso, TX
Reference: Jiann-Shing Yang, PE, PTOE (915) 212-7069

Stantec

Stantec engineers were responsible for the development of signal timing plans for 109 intersections in east El Paso. Traffic signal timing plans were updated to accommodate pedestrian crossing times and provide better movement along the corridors for the drivers. The City of El Paso provided the turning movement counts and Stantec engineers oversaw the remaining data collection needs. Stantec engineers utilized a Synchro model from the city and updated the intersection geometrics and locations based on the field data collection by Stantec team m embers. The models from the city were calibrated with new traffic data and utilized to develop new timing plans for the region. The timing plans were made to accommodate pedestrians crossing all intersections with the latest MUTCD crossing times. Once the city approved the plans, Stantec engineers programmed the controllers and bench tested them before downloading into the field. Fine tuning has been completed and the after travel time runs are near completion.

During the timing plan development, Stantec engineers noted some intersections that would operate more efficiently with different lane assignments or phasing. Ideas were presented to the city staff and Stantec staff developed signal modification plans for the city to show the proposed changes. Also, during the cycle length selection, it was agreed to provide flashing don't walk times that cross pedestrians to the median, instead of crossing the full intersection, at six intersections to reduce the overall system cycle length. To accommodate the pedestrians in the medians, Stantec engineers reviewed the existing crossings to ensure they met the latest ADA requirements and created plans to upgrade the pedestrian refuge area in the median.

Project summary:

- 109 intersections retimed
- Programmed and bench tested controller settings for all intersections
- Utilized latest MUTCD pedestrian crossing times
- Signal modifications
- Recommendations for new lanes assignments, phasing, and pedestrian refuge areas
- Verified median refuge areas met ADA guidelines
- Decreased system travel time and delay

RTSTP III Fort Worth Corridors

Dates: 2015
Location: Fort Worth, TX
Reference: Ali Mozdbar, PE, PTOE (817) 392-8656

Stantec

Our engineers developed signal timing plans for six corridors including 94 signalized intersections in the City of Fort Worth as part of the North Central Texas Council of Governments (NCTCOG) Regional Traffic Signal Retiming Project Phase III. The project included site inspection of all corridors, observation and identification of operational problems along the corridors, data collection, development of existing conditions models, new timing plan cycle lengths, splits and offsets to improve operation, field deployment, and in-field fine tuning of the timing plans. The new timing plans were programmed into new ATC controllers running Intelight MaxTime software. The new controllers and timing were placed in the field as part of the city's current signal controller upgrade project.

Eight distinct timing plans were created for one corridor to provide coordination during weekdays with and without school traffic, as well as to accommodate a major retail corridor during the weekend. The weekday plans provided coordination when school zones were on or off since the reduced speeds and heavy pedestrian volumes required adjustments to accommodate pedestrian and bicycle crossings. A late night plan was also created to provide coordination during low traffic volumes since the corridor was a principal north/south arterial.

While signal timing plans were being analyzed, our engineers evaluated the existing phasing to determine what protected left-turns could be changed to flashing yellow arrow displays, as well as any split phasing or side street left-turn phases that could be removed to provide better intersection and corridor operation.

Stantec engineers assisted the city with identifying programming issues in the controllers including coordination and reference point locations, vehicular and pedestrian overlap programming, phase output direction, and vehicle detection programming. Since the timing was deployed into new controllers that were new to city staff, errors occurred while everyone was learning the new software. Stantec engineers' experience with a variety of controller software allowed us to help the staff understand the new controller platform. While identifying issues with the coordination, our engineers identified hardware issues including vehicle and pedestrian detection malfunctions, as well as emergency vehicle preemption. Each issue was reported to the city for their crews to fix. Field fine-tuning was performed without city assistance to free their staff to complete other tasks.

Construction occurred on one corridor during implementation and some temporary timing was recommended to provide some congestion relief caused by the construction.

Project summary:

- 94 intersections retimed
- Adjusted signal timing in the field by hand
- Assisted city with troubleshooting programming at intersections with newly implemented Intelight MaxTime programming
- Utilized latest MUTCD, NCHRP Report 731 recommendations, and city guidelines to develop pedestrian and vehicular clearance intervals.
- Recommended phasing changes to provide better operation and coordination
- Decreased system travel time and delay

NCDOT On-Call Contract Signal System Retiming

Dates: 2011-2015
Location: Various Locations, NC
Reference: Jennifer Portanova (919) 773-2909

Stantec

Stantec coordinated the collection of count data at appropriate intersections and conducted travel runs along the routes to obtain "before" conditions. Staff modeled the network in Synchro and came up with optimized signal timing values, which were implemented and tweaked on-site while monitoring actual traffic conditions in real time. Findings were included in a detailed final report outlining the new timing patterns and all improvements recommended. Stantec staff worked closely with NCDOT staff in both the central Raleigh office and the field divisions in order to provide improved corridor timing that produced immediate benefits for the traveling public by way of reduced congestion and improved air quality. Following is a listing of representative projects.

2011

Apex, NC
Sixteen signal system. Signal system consisted of a corridor, NC 55 and a CBD in downtown Apex. The NC 55 Corridor connects Apex to Holly Springs, NC and to US 64 and US 1, major commuter routes, into Raleigh, NC. Heavy turning movement from NC 55 onto US 1 at the interchange lead to the need for innovative signal timing measures including serving a heavy left-turn twice during a cycle. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing, conducted field optimization, and provided after travel run comparisons and recommendations for improvements.

Asheboro, NC
Ten signal system. Corridor consisted of mostly commercial developments, residential areas, and a High School. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing, conducted field optimization and provided after travel run comparisons and recommendations for improvements.

Mooresville, NC
Five signal system in suburb of Charlotte, NC along US 21 (Williamson Road) including two interchange ramp signals at I-77 and signal at a large shopping center/ medical complex. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

2012

Boone, NC
Six signal system along US 321 corridor in Boone, NC. The US 321 corridor is 4 lane undivided highway that consists of commercial developments near Appalachian State University. The signal system in Boone is a traffic responsive system. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing, conducted field optimization and provided after travel run comparisons and recommendations for improvements.

Lenoir, NC
Fifteen signal system in Lenoir, NC along US 64/ NC 18 and US 321. The signal system was divided into two zones, one commercial area and one industrial/ residential area. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Yadkinville, NC
Three signal system in Yadkinville, NC along US 601 at US 421 interchange. The US 601 corridor consists of two interchange ramp intersections and a small shopping center intersection. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing, conducted field optimization and provided after travel run comparisons and recommendations for improvements.

2013

Asheville, NC
Six signal system in Asheville, NC along US 25 Alt (Sweeten Creek Blvd), a mostly industrial corridor with commuter traffic heading into downtown Asheville. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing, conducted field optimization and provided after travel run comparisons and recommendations for improvements.

Durham, NC
Four signal system in Durham, NC. NC 54 corridor consisted of Walmart/Sam's Club shopping center, I-540 interchange, and commercial/industrial/ medical facilities. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

2014

Asheville, NC
Eight signal system in downtown Asheville, NC. The US 25 (Biltmore Ave.) signal system consisted of commercial, residential, and medical developments which had heavy AM and PM peaks with traffic commuting to downtown and to the medical facilities. Stantec worked closely with the local division to ensure that proposed signal timing would work well with existing signals that were adjacent to the signal system. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Huntersville, NC
Thirteen signal system in Huntersville, NC which is a suburb of Charlotte, NC. NC 73 in Huntersville is a busy divided highway that consists of multiple large commercial developments and residential developments and an interchange with I-77. The intersection of NC 73 and US 21 is a quadrant right-turn intersection that needed coordination along both US 21 and NC 73 to improve operation of the quadrant right-turn. Stantec provided before study travel runs,

traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Marion, NC
Four signal system along NC 226 in Marion, NC. This corridor consisted of an I-40 interchange truck stop gas station with very heavy truck volumes and a community college. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Newton, NC
Twelve signal system in Newton, NC. The NC 16 corridor consisted of two separate zones, a residential/rural/industrial area and a commercial area around the I-40 interchange. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Shelby, NC
Six signal system along busy US 74 in Shelby, NC. The corridor consisted of mostly commercial developments and a High School and also accommodated heavy truck traffic. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Statesville, NC
Five signal system in downtown Statesville, NC. Signal system was in CBD and was a pre-timed signal system with no detection. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

2015

Wake Forest, NC
Three signal system in suburb of Raleigh, NC. The corridor consisted of commercial and residential developments as well as a Middle School. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Garner (Timber Drive)
Eight signal system in Garner, NC along Timber Drive. The corridor is a divided 4-lane road with residential, commercial, and multiple schools with heavy commuter traffic into Raleigh, NC. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Garner, NC
Three signal system in Garner, NC along US 401 (Fayetteville Road). The US 401 corridor has a large community college and commercial and residential developments. US 401 is a heavy commuter route into Raleigh, NC and had heavy AM and PM peaks. Stantec provided before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements.

Topsail, NC
Six signal system along a very busy commuter route. US 17 connects Wilmington and Jacksonville and has heavy commuter traffic in the AM and PM peaks, Additionally, there are also commercial and residential developments and four schools located along the corridor. Stantec provided weekday and weekend before study travel runs, traffic counts, Synchro optimization, Tru-Traffic models, and proposed signal timing plans. Stantec also implemented proposed

signal timing and conducted field optimization. Stantec then provided after travel run comparisons and recommendations for corridor improvements. Stantec also analyzed traffic counts provided by NCDOT to determine if summer coordination plans were needed based on the proximity to tourist locations.

Developer Signal System Timing:
Holly Springs Towne Center (Holly Springs, NC)
Stantec provided signal, electrical and geometric design to convert NC 55 Bypass, an existing 4-lane highway with three 8-phase intersections, to a superstreet design with the addition of a large retail development. Stantec worked closely with the contractor, developer, NCDOT, and Town of Holly Springs to implement interim signal timing during construction and to implement the final signal timing of the superstreet corridor after completion of roadway and retail development. The final signal system was comprised of 15 signals, including three existing 8-phase signals adjacent to the newly constructed project which had to be timed to work with the new superstreets.

Cagle Drive (Fayetteville, NC)
Stantec provided signal, electrical, and geometric design for super street including metal poles located at intersection of NC 24-87 and Cagle Drive as well as two U-turn intersections. Stantec also developed and implemented signal timing for superstreet corridor including development of Synchro optimization model and field implementation and adjustment of signal timing.

City of Charleston On-Call Traffic Signal Projects

Dates: Ongoing
Location: Charleston, SC
Reference: Mr. Hernan Pena (843) 720-1993

Stantec

Stantec is currently the City of Charleston's on-call traffic consultant and has provided traffic signal design, right-of-way verification, and utility coordination for several intersection improvement projects in the city.

Calhoun Street & Ashley Avenue Pedestrian Signal Design: design of pedestrian signal accommodations for the east and south legs of the intersection in the heart of the MUSC campus.

Cabinet Replacement Plans for 12 Intersections: prepared cabinet replacement plans, which also included pedestrian and safety improvements, for 12 intersections in the city. The 12 intersections consist of the following:

1. Saint Philip Street & Morris Street
2. Saint Philip Street & Cannon Street
3. Saint Philip Street & Wentworth Street
4. Saint Philip Street & George Street
5. King Street & Wentworth Street
6. East Bay Street & Market Street
7. Coming Street & Morris Street
8. SC 61 & Wappoo Road
9. SC 61 & Riverdale Drive
10. SC 7 & Charlestowne Drive
11. SC 171 & Charlestowne Drive
12. SC 7 & SC 171

Orleans Road & Hazelwood Drive Signal and Interconnect Design: design of a new traffic signal in the northeast corner of Citadel Mall, including cable routing plans for coordination to the existing Tobias Gadson Road & Savage Road signalized intersection.

Calhoun Street & East Bay Street Mast Arm Signal Design: design of a mast arm traffic signal at the intersection (pictured), included extensive coordination with SCE&G regarding area utilities.

SCDOT Traffic Signal Upgrade at Eight Intersections in City of Charleston

Dates: Ongoing
Location: Charleston, SC
Reference: Mr. Joey Riddle, Safety Projects Engineer (803) 737-3582

Stantec

Stantec is currently providing transportation engineering services for signal upgrades of eight intersections in the City of Charleston to improve safety.

Stantec is providing the South Carolina Department of Transportation (SCDOT) with conceptual design, traffic signal design, right-of-way verification, and utility investigation for the upgrade of the traffic signals at eight (8) intersections in downtown Charleston that currently have shoulder-mounted signal heads. These intersections have the highest amount of "disregard traffic signal" collisions in the city. Therefore, the primary goal of the project is to install mast arms at these locations so that the signal heads can be extended over the travel lanes to the extent possible.

The eight intersections are as follows:

1. Meeting Street & John Street
2. Meeting Street & Morris Street
3. Meeting Street & Broad Street
4. Meeting Street & Hassell Street
5. King Street & George Street
6. King Street & Queen Street
7. Meeting Street & Ann Street
8. Meeting Street & Wragg Street

The efforts also include extensive field coordination with SCDOT and the city on the potential placement of new poles, development of the required cone-of-vision exhibits for each intersection, concept visualizations of the proposed mast arms (pictured), and a preliminary geotechnical investigation at each study intersection.

Existing plats were obtained from the Charleston courthouse to verify rights of way. Dual mast arms are also being considered where possible to reduce the number of signal poles in the high pedestrian areas of the city.

Town of Mount Pleasant On-Call Traffic Signal Design & Study Projects

Dates: Ongoing
Location: Mount Pleasant, SC
Reference: Mr. Brad Morrison (843) 856-3080

Stantec

Stantec is currently the Town of Mount Pleasant's on-call traffic consultant and has provided traffic signal design, traffic signal study, right-of-way verification, and utility coordination for several intersection improvement projects in the town.

SC 41 & Dunes West Boulevard Signal Upgrade Design: design of signal upgrades at the intersection to provide for protected/permitted left-turn phasing for the northbound SC 41 approach to Rivertowne Parkway.

Coleman Boulevard & Pelzer Drive Signal Upgrade Design: design of signal upgrades at the intersection to provide for protected/permitted left-turn phasing for the northbound Coleman Boulevard approach to Shrimpboat Lane.

Long Point Road & Wando Boulevard Left-Turn Phase & Intersection Operations Study: conducted capacity, LOS, and left-turn phasing analysis at the intersection. The northern leg of the intersection provides access

to an industrial park and experiences heavy traffic volumes and queues in the PM peak hours. Ultimate recommendations included the extension of the existing southbound left-turn lane and reassignment of the southbound approach to accommodate one left-turn lane and one left-turn/through/right-turn lane.

Long Point Road & Wando Boulevard Signal Upgrade Design: design of the traffic signal upgrades and left-turn lane extension recommended in the study.

SC 41 & Joe Rouse Road Intersection Operations and Timing Optimization Study: conducted a traffic operations analysis and signal timing optimization study for the intersection. Ultimate recommendations included modifications to existing green time splits and yellow and all-red times to meet SCDOT standards.

Ben Sawyer Boulevard & Rifle Range Road Left-Turn Phase Warrant Study and Timing Optimization Study: conducted a study to determine if a side-street left-turn phase is warranted based upon SCDOT guidelines. Ultimate recommendations included modifications to existing green time splits and yellow and all-red times to meet SCDOT standards.

Georgia Metro Signal Timing Project

Dates: Ongoing
Location: Atlanta, GA
Reference: Alan Davis, PE, PTOE (404) 635-2832

Stantec

Stantec provides updated coordinated signal timing plans for Metro Atlanta corridors on a task order basis. Each task order has a defined list of intersections. We are responsible for the collection of daily traffic counts and turning movement counts for the intersections included. Staff also visits each intersection in the field prior to any timing plan development. Each intersection is inventoried and the assets uploaded to GDOT asset management database. The intersections are also sketched and measured, so that appropriate models can be developed to assess the signal timing. Yellow, all red, and pedestrian clearance intervals are updated for all phases at all intersections based on measurements taken during the field investigations. Preliminary assessment reports are developed and submitted to GDOT and the local maintaining agency for review. Once approved, our team implements and fine-tunes the signal timings. Once the corridor timings have been fine-tuned a final ride through with GDOT and local agency officials is completed. After the final timings are approved, a final report with before and after studies is submitted.

Statewide Transportation Management Center Feasibility Study

Dates: 2013
Location: Statewide, NC
Reference: Greg Fuller, PE (919) 661-5800

Stantec

In an effort to determine means by which Transportation Management Centers (TMC) can effectively provide the best service to the public, a report was developed to determine the functions best performed by the state TCMs and their role in the future of the North Carolina Department of Transportation.

Intelligent Transportation Systems (ITS) and TMCs have evolved over the last 20 years and have reached a point where a reassessment of current operations and a direction for the future was needed. We first identified the purpose and need of TMCs in North Carolina. To do this we conducted interviews with dozens of NCDOT clients and personnel and a survey of other state TMC operations.

Following the evaluation of the practices and operations in North Carolina and other states, we proposed a recommendation of operations including identification of key corridors, optimum number of facilities, facility configuration, staffing approach, toll operations, TMC operations, IMAP operations, communication requirements, and coordination with other agencies, based on the success of operations in North Carolina and other states. We also determined

roles and responsibilities in each of the groups that make up statewide TMC operations. In order to aid in a smooth transition, we developed a step-by-step implementation plan to provide the most effective and logical means of implementation. Although the proposed structure for the TMCs was not developed based on cost but instead based upon function, we included a cost comparison of the current operations and the proposed operations. The report includes a review of best practices, including practices currently used in North Carolina, practices recommended for implementation in North Carolina and innovative approaches for consideration.

Perimeter Community Improvement Districts, Perimeter Traffic Operations Program (PTOP)

Dates: 2013-Present
Location: Dunwoody, GA
Reference: Jennifer Harper (770) 390-1790

Kimley»Horn

The Georgia Department of Transportation (GDOT) created a Regional Traffic Operations Program (RTOP) that focuses on actively managing traffic signals along major corridors of "regional significance." These corridors are major arterials within the Atlanta area that serve as key thoroughfares for moving commuters in and out of major employment centers. Many of the corridors feed into major business districts where the traffic signal systems are not being actively managed. Consequently, GDOT desired to partner with the local maintaining agencies to improve traffic signal operations inside these major employment centers. One of the first partnerships included the Perimeter Traffic Operations Program (PTOP). PTOP is a three-year, $2.8 million program in a complex multi-jurisdictional environment made up of two counties (Fulton and DeKalb), three cities (Brookhaven, Dunwoody, and Sandy Springs), and two improvement districts (Perimeter Community Improvement Districts: DeKalb and Fulton).

The Kimley-Horn team, led by project manager Alvin James, Jr. (Atlanta), was selected by the Perimeter Community Improvement Districts (PCIDs) to actively manage the arterial traffic flow into, out of, and within the business districts for 100 signalized intersections.

This active management includes:

- Determining existing operational deficiencies
- Providing signal timing
- Evaluating the use of advanced signal timing techniques (such as traffic responsive, traffic adaptive, and flashing yellow arrow applications)
- Providing regular maintenance of the signal timing and hardware
- Managing the construction of operational improvements
- Establishing and/or expanding communication capabilities
- Actively monitoring the system both on the ground and remotely

Despite working in a complex environment in extremely oversaturated conditions, the first year of the PTOP project accomplished phenomenal results by reducing the average vehicle delay by nearly 30%, saving motorists over 230,000 hours of travel time and over 160,000 gallons of gas each year. The total annual savings to motorists due to improved signal timing and operations is estimated to be close to $4 million. This project has not only resulted in outstanding performance measures, but also is highly regarded by our client, who recognizes the value of Kimley-Horn's services and the overall impacts to future growth within the business district.

Beaufort County, US 278 Traffic Responsive System

Dates: 2008-2012
Location: Beaufort, SC
Reference: Colin Kinton (843) 255-2940

Kimley»Horn

Kimley-Horn updated the signal timings for 16 signals along the US 278 corridor from Sun City to Moss Creek Drive/Buckingham Plantation Drive just west of Hilton Head. Thirteen timing plans were developed for the various time periods throughout the day, and special plans were developed for weekends, beach conditions, and evacuation conditions as US 278 is the only evacuation route from Hilton Head Island. A before-and-after study was performed during the AM, Mid-day, and PM peak hours showing an 11% reduction in travel time, a 58% reduction in the number of stops, and a 51% reduction in total delay for these time periods. These reductions were realized in both the peak and non-peak directions. Based on standard procedures for assigning a dollar value to the delay reductions, the one-year benefit/cost ratio is 22:1, and the three-year benefit/cost ratio is 67:1. Once the system detectors are in place, the system will be able to automatically respond to the dynamic traffic demands of the corridor.

South Carolina DOT, I-526 Signal Timing Improvements (Glenn McConnell)

Dates: Ongoing
Location: Charleston, SC
Reference: Lori Campbell (843) 267-9277

Kimley»Horn

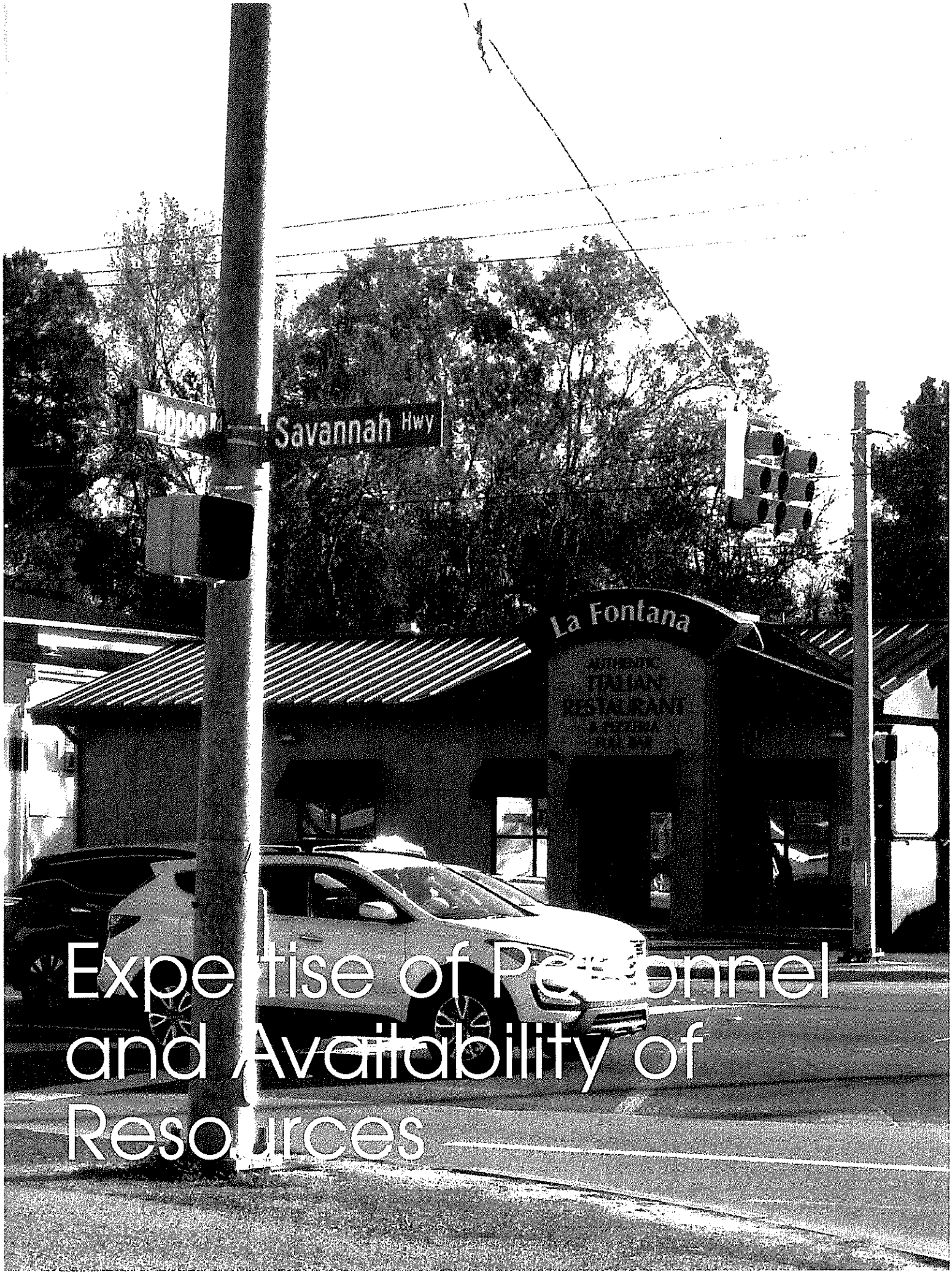
Kimley-Horn has been selected by SCDOT to provide traffic signal timing optimization services for 22 signalized intersections, each utilizing 2070 signal controllers. The project will include the development, implementation, and fine tuning of coordinated traffic signal timing plans in an effort to implement traffic responsive operations for some or all corridors within the project limits. Databases will be developed and tested, and before-and-after studies with detailed delay and fuel consumption analysis will performed. In addition to the development and implementation of timings, signal plans will be developed incorporating a field review and operational analysis for each intersection to determine if operational modifications can be implemented to improve the intersection/corridor performance. These will include geometric and operational upgrades such as FYA implementation where applicable.

South Carolina DOT, Statewide Transportation Management Center Feasibility Study, Design, and Construction Phase Services

Dates: 2003
Location: Statewide, SC
Reference: Lori Campbell (843) 267-9277

Kimley»Horn

Kimley-Horn lead a team that consisted of an architect, an electrical engineer, and an HVAC engineer to develop complete construction plans and specifications for the statewide TMC located in the existing SCDOT headquarters building in Columbia, South Carolina. The project involved remodeling an entire floor of the building, developing site plans for an outside generator, control center layout, office and conference room layout, shop area layout, kitchen, lighting design, HVAC design, electrical design, and design and specification of the physical control center and video wall. The final project allows SCDOT to control all ITS devices statewide in emergency situations (such as a hurricane evacuation). The design was completed in the early spring of 2007 with construction beginning in the fall.



Expertise of Personnel and Availability of Resources

Expertise of Personnel and Availability of Resources

Project team Organization

Stantec's Charleston Transportation Group is known for its high-level skills in traffic engineering, planning, and traffic signals and has worked extensively with the City of Charleston and SCDOT. Stantec's local staff has been augmented by Stantec professionals and experts from other offices that specialize in traffic signal retiming projects.

The Stantec team has organized an efficient team to provide all the services you'll need for this project. In fact, the team we've assembled is the same team members who worked together on this project in 2007. We've supplemented our team with Kimley-Horn and Associates, who also specializes in traffic signal timing projects, to ensure that we can quickly and efficiently retime all 200+ signalized intersections in the city. The organizational chart on the following page outlines the key personnel and their respective roles.

Office Location

Stantec's North Charleston office is located near the Tanger Outlet Mall and is less than 10 minutes from the City of Charleston. Stantec has had an office in the Charleston area for over 30 years and we are very familiar with the traffic signals on the Downtown Peninsula and West Ashley.

Key team Members

Project Manager **Rick Reiff, PE, PTOE,** has 12 years of traffic engineering and transportation planning experience. He has worked closely with municipal agencies and been recognized as an expert witness on projects ranging in size from single-intersection safety reviews to area-wide transportation analysis models. He has extensive experience with the city serving as Project Manager for the Traffic Signal upgrades project in Charleston. He will provide the day-to-day project management for this project and serve as the city's main contact to facilitate consistent and thorough communication on the project.

Principal-in-Charge **Rick Day, PE, PTOE** has over 37 years of experience in the transportation engineering field which includes the planning, design, permitting, and implementation of numerous roadway and traffic engineering projects throughout South Carolina and the Southeast. He will oversee the technical work effort for the project and make sure adequate staffing and resources are allocated for this project.

The project management team will be supported by QA/QC lead **Kenn Fink, PE** of along with **Wayne Kurfees, PE, PTOE** of Kimley-Horn. They'll work closely with Rick Reiff to oversee project design plans and documents and to ensure that they are completed in a quality manner.

Susan Langdon, PE, PTOE of Stantec is proposed to be the Signal Manager for the Downtown Peninsula portion of the city and Kimley-Horn's **Andy King, PE, IMSA II** is proposed to be the Signal Manager for the West Ashley portion of the city. Ms. Langdon has been actively involved in the TRB Signal Systems Committee over the past 11 years, and has been involved in some of the most exciting research and deployment advancements in signal timing that has come out in decades.

Staff Availability

Before Stantec proposes to undertake any project, we analyze backlog versus staffing to make certain that we will have enough staff to perform this effort. Once selected for an assignment, we enter this commitment into our backlog so the nominated staff will not be over committed. By using this process, we can make sure that the City of Charleston will get the staff you have been promised, and these individuals will have the time to work on their assignments.

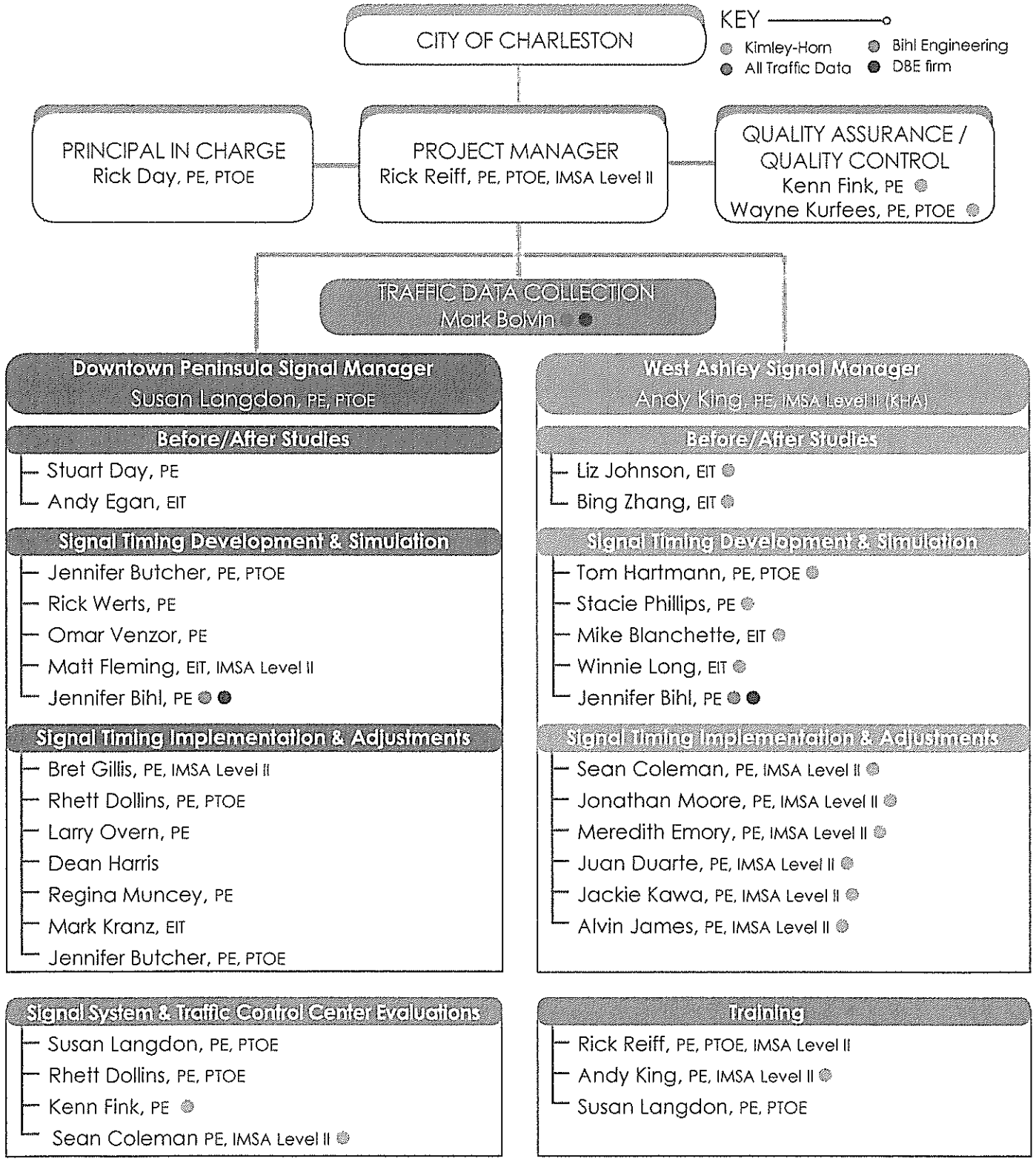
MWBE Utilization

Stantec is fully supportive of the city's practices to include Minority/Women Business Enterprises (MWBEs) in all of their professional service contracts. In fact, Stantec regularly includes subconsultants who are MWBEs to perform various elements of the work scope even without this requirement because of our ongoing working relationships with these firms and their exceptional skills. Our relationships with these firms have not only helped Stantec to efficiently and effectively perform various services, but have also helped those MWBE firms become more proficient in their business and technical services.

All Traffic Data has supported the Stantec Charleston office on many large-scale data collection projects, most recently completing data collection

at over 500 count locations in May 2015 for three separate major projects around South Carolina. They have also worked closely with Kimley-Horn in Atlanta and other Stantec offices in the Southeast. In all of our dealings with them, they have always been responsive and timely to high-demand assignments such as this one.

Bihl Engineering, led by Jennifer Bihl, is a woman owned business that has vast experience in serving municipalities including the City of Charleston. Her experience includes projecting the traffic operations of corridors and optimizing signal timings for better traffic flow in a community. Communication with the public, government agencies, and other interested parties is paramount for a successful project, and Jennifer takes pride in helping her clients manage these requirements.



Richard (Rick) A. Day PE, PTOE

Principal in Charge

Stantec

Rick serves as a principal in Stantec's Transportation practice. He has 37 years of experience in the planning and design of highway and transportation systems throughout the southeastern United States. His experience includes the design of highway widenings, highways on new location, intersection improvements, traffic signal systems and the short and long range planning of transportation improvements. He has worked for state departments of transportation, county and city governments, as well as metropolitan planning organizations.

EDUCATION

BS Civil Engineering, The Citadel, Charleston, South Carolina, 1977

MS Civil Engineering, Georgia Institute of Technology, Atlanta, Georgia, 1978

REGISTRATIONS

Certified Professional Traffic Operations Engineer #236, Institute of Transportation Engineers

Professional Engineer #9285, State of South Carolina

PROJECT EXPERIENCE

Traffic Signals and Signage

City of Charleston Traffic Signal Re-Timing Project, Charleston, South Carolina (Project Manager)*

Collected existing traffic counts and developed individual signal timing, as well as system timing for over 150 signalized intersections in Charleston, South Carolina. The project included implementing timings with an extensive field fine tuning effort.

SCDOT On-Call Design of Traffic Signal Systems, Statewide, South Carolina (Project Manager)

Project Manager for traffic signal design and traffic signal timing projects as part of the SCDOT on-call contract. Currently involved with the Traffic Signal Upgrades at eight intersections in Charleston project, including coordination with City staff on the implementation of mast arms for the study intersection in downtown Charleston.

On-Call Traffic and ITS Design Services Statewide, South Carolina (Project Manager)

Provide support to SCDOT for the design of traffic signal systems and Intelligent Transportation Systems throughout South Carolina.

City of Charleston On-Call Traffic Consultant, Charleston, South Carolina (Principal in Charge)

Principal in charge for the traffic engineering projects as part of the City of Charleston's on-call traffic contract. Served as the primary point of contact with the City for the for the Calhoun Street & Ashley Avenue Pedestrian Signal Design, Cabinet Replacement Plans for 12 Intersections, Orleans Road & Hazelwood Drive Signal and Interconnect Design, and Calhoun Street & East Bay Street Mast Arm Signal Design projects.

Town of Mount Pleasant On-Call Traffic Consultant, Mount Pleasant, South Carolina (Principal in Charge)

Principal in charge for the traffic engineering projects as part of the Town of Mount Pleasant's on-call traffic contract. Served as the primary point of contact with the Town for the for the SC 41 & Dunes West Boulevard Signal Upgrade Design, Coleman Boulevard & Pelzer Drive Signal Upgrade Design, Long Point Road & Wando Boulevard Left-Turn Phase & Intersection Operations Study, Long Point Road & Wando Boulevard Signal Upgrade Design, SC 41 & Joe Rouse Road Intersection Operations and Timing Optimization Study, and Ben Sawyer Boulevard & Rifle Range Road Left-Turn Phase Warrant Study and Timing Optimization Study projects.

Peninsula Traffic and Parking Study, Charleston, SC (Project Manager)

Served as project manager for comprehensive analysis of traffic and operational issues on the downtown Charleston Peninsula ranging from traffic signal control to signing to bikes/pedestrian issues along with a significant overview of tourism traffic concerns. The study also evaluated existing off-street and curb parking and made recommendations related to improving parking operations. This project included several stakeholder and public involvement meetings.

Coming Street One-Way to Two-Way Traffic Analysis, Charleston, SC (Project Manager)

Through an extensive data collection and analysis of vehicle, bicycle, and pedestrian flows, a traffic simulation model was created to test the viability of turning Coming Street from one-way to two-way operations between Beaufain and Race Streets. Extensive public outreach to neighborhood groups as well as the College of Charleston was included in this work effort.

** denotes projects completed with other firms*

Richard M Reiff PE PTOE

Project Manager

Stantec

Rick has 13 years of traffic engineering and transportation planning experience. He has worked closely with municipal agencies and been recognized as an expert witness on projects ranging in size from single-intersection safety reviews to area-wide transportation analysis models. Rick's transportation planning experience includes traffic impact analyses, comprehensive planning studies, trip generation studies and several large-scale master-planning studies, and his traffic engineering work involves roadway operational analyses, crash/safety reviews, signal warrant studies and intersection/signalization design. Rick is proficient in the latest versions of Synchro, SimTraffic, Highway Capacity Software (HCS), and Microstation.

EDUCATION

MS Civil Engineering, Clemson University, Clemson, South Carolina, 2002

BS Civil Engineering, Clemson University, Clemson, South Carolina, 2001

REGISTRATIONS

Certified Level II Signal Technician, International Municipal Signal Association

Certified Professional Traffic Operations Engineer #2293, Professional Traffic Operations Engineer

Professional Engineer #27504, South Carolina Board of Registration for Professional Engineers and Land Surveyors

PROJECT EXPERIENCE

SCDOT On-Call Design of Traffic Signal Systems, South Carolina (Project Manager)

Project Manager for traffic signal design and traffic signal timing projects as part of the SCDOT on-call contract. Currently involved with the design for the Traffic Signal Upgrades at 8 intersections in Charleston project, including coordination with City staff on the implementation of mast arms for the study intersection in downtown Charleston.

City of Charleston On-Call Traffic Consultant, Charleston, South Carolina (Project Manager)

Project Manager for traffic engineering projects as part of the City of Charleston's on-call traffic contract. Served as the Project Manager or engineer for the Calhoun Street & Ashley Avenue Pedestrian Signal Design, Calhoun Street & East Bay Street Mast Arm Signal Design, Cabinet Replacement Plans for 12 Intersections, and Orleans Road & Hazelwood Drive Signal and Interconnect Design projects.

Town of Mount Pleasant On-Call Traffic Consultant, Mount Pleasant, South Carolina (Project Manager)

Project Manager for the traffic engineering projects as part of the Town of Mount Pleasant's on-call traffic contract. Served as the Project Manager or engineer for the for the SC 41 & Dunes West Boulevard Signal Upgrade Design, Coleman Boulevard & Pelzer Drive Signal Upgrade Design, Long Point Road & Wando Boulevard Left-Turn Phase & Intersection Operations Study, Long Point Road & Wando Boulevard Signal Upgrade Design, SC 41 & Joe Rouse Road Intersection Operations and Timing Optimization Study, and Ben Sawyer Boulevard & Rifle Range Road Left-Turn Phase Warrant Study and Timing Optimization Study projects.

I-526 Corridor Study, Charleston, South Carolina (Lead Engineer)

Lead Engineer providing capacity analyses and concept designs for an 8-mile segment of the I-526 corridor in North Charleston and West Ashley. Responsible for future traffic projections along the corridor, the development of multiple VISSIM models for the corridor and validating them based upon existing operating conditions, and the development of improvement strategies to address existing and future projected traffic congestion.

Intersection Safety Improvements Projects, Coastal South Carolina (Engineer)

Engineer providing traffic analysis and signal design at four high-crash intersections in Charleston. Improvements include signalization and new turn lanes at the Rifle Range Road & Hamlin Road; Riverland Drive & Central Park Road; and Camp Road & Dills Bluff Road intersections, and superstreet improvements for the US 17 & Main Road intersection.

Susan Langdon PE PTOE

Charleston Peninsula Signal Manager

Stantec

Susan brings more than 25 years of experience in traffic signal design and operations, signal system timing and implementation, traffic engineering analysis, traffic system modeling and simulation, transit priority applications, and ITS applications. Her experience includes 10 years in the public sector where she served as Signal Operations Engineer for the Wisconsin Department of Transportation and over fifteen years in private practice. She is well versed with Synchro, CORSIM, VISSIM, and a variety of other signal optimization and simulation programs. Susan has developed signal timing for more than 2,500 traffic signals and developed signal plans for more than 450 signalized intersections.

Susan currently serves as Chair/Co-Chair for several Institute of Transportation Engineers (ITE) committees on a statewide and national level. She is also the current President for the Texas District of ITE and officer of the Transportation Research Board Signal Systems Committee. She was one of nine traffic signal timing experts on the project panel for the development of the Federal Highway Administration's (FHWA) Signal Timing Manual Version II.

EDUCATION

Bachelor of Science in Civil Engineering, University of Wisconsin—Milwaukee, Milwaukee, Wisconsin, 1990

REGISTRATIONS

Professional Engineer #88068, Texas Board of Professional Engineers

Certified Professional Traffic Operations Engineer #014, Transportation Professional Certification Board Inc.

PROJECT EXPERIENCE

RTSTP III Fort Worth Corridors*, Fort Worth, Texas (Project Manager)

Susan managed the development of signal timing plans for six corridors including 94 signalized intersections in the City of Fort Worth. The project included site inspection of all corridors, observation and identification of operational problems along the corridors, data collection, development of existing conditions models, new timing plan cycle lengths, splits and offsets to improve operation, field deployment and in-field fine tuning of the timing plans.

Far East System Signal Retiming*, El Paso, Texas (Project Manager)

Susan served as Project Manager for the development of signal timing plans for 109 intersections in east El Paso. Traffic signal timing plans were updated to accommodate pedestrian crossing times and provide better movement along the corridors for the drivers. The City of El Paso provided the turning movement counts and our team used a Synchro model from the City to update the intersection geometrics and locations based on the field data collected. New timing plans for the region were developed by calibrating new traffic data using the models from the City. The timing plans accommodated pedestrians crossing all intersections with the latest MUTCD crossing times. Once the City approved the plans, our engineers programmed the controllers and bench tested them before downloading into the field. Fine-tuning and after travel time runs were completed, resulting in annual savings to the region of 429,425 gallons of fuel and $8,169,534 in time-savings to regional motorists.

NCHRP 03-103: Signal Timing Manual Version II, Project Review Panel*, Washington, DC

Susan was a member of the peer review team for the first version of the Signal Timing Manual and served as one of nine traffic signal timing experts on the NCHRP project panel for the Signal Timing Manual Version II. The Signal Timing Manual is funded by the Federal Highway Administration and is recognized by the FHWA, Transportation Research Board, and Institute of Transportation Engineers as the leading, comprehensive document detailing the elements of traffic signal timing. Susan's nationally recognized expertise in traffic signal timing was instrumental in her inclusion on this distinctive team of experts.

Ware Road Signal Timing*, McAllen, Texas

This projected consisted of developing coordinated signal timing for 14 intersections along Ware road in McAllen, Texas. Count data and travel time data were used to develop existing condition models for AM, PM, off-peak, and weekend peak

* *denotes projects completed with other firms*

periods. Our team then developed optimized timing plans for all intersections for the four peak periods and calculated the pedestrian clearance intervals at all intersections based on the 3.5 ft/sec walking speed. We also analyzed operations at the intersection to provide long-term recommendation to the City for operational and geometric improvements. Based on analysis of simulation models, the signal timing optimization will result in a potential savings of $1,361,000 annually in reduced delays, stops, and fuel consumption for drivers on Ware Road.

Campbell Road Signal Timing*, Richardson, Texas (Project Manager)

Susan served as Project Manager for this project to develop coordinated signal timing for 14 intersections along 3.4 miles of Campbell Road in Richardson. Project included coordination of data collection, site studies, development of Synchro models of existing conditions plus five distinct optimized signal timing plans to accommodate varying traffic demand, as well as in-field fine-tuning for all timing plans. The final analysis of measures of effectiveness for before and after showed corridor improvements in both directions during all time periods that travel time run data were collected, with significant improvements during the PM peak period. The corridor overall showed a 20% reduction in travel time, a 58% reduction in stop delay, and a 55% reduction in the number of stops.

On-call Signal Timing*, TxDOT Dallas District (Project Manager)

Susan was Project Manager for multiple on-call contracts with the Dallas District of TxDOT for signal timing development and implementation throughout the district. For the most recent contract, work authorizations included detailed analysis of existing arterial operations, analysis and implementation of arterial operational improvements, and documentation of improvements for over 75 intersections throughout the district. Each corridor analysis included data collection, capacity and level of service analysis, timing plan development, implementation and fine-tuning and final documentation. This contract included a first for the District with the scope of one work authorization identified only as "on-call," which allowed the TxDOT signal staff to utilize our engineers as an extension of their staff based on the engineers' extensive knowledge and field experience.

Traffic Signal Controller Functional Requirements Documents Development*, Dallas, Fort Worth and Richardson, Texas

Susan was task leader for the development of a full set of requirements documents for new ATC controller software. This was a combined effort between the cities of Dallas, Fort Worth and Richardson. Traffic signal engineers from each city worked together to develop the requirements documents and relied on Susan's extensive signal controller knowledge and ability to convey the controller operation into the requirements format. The requirements documents were the basis for new traffic signal software for all three cities within the region.

Traffic Signal Manual Peer Review Panel*

Susan served as one of thirteen traffic signal experts nationwide on the peer review panel for the development of the Traffic Signal Manual developed in association with FHWA, ITE and TRB. The manual is a comprehensive document to address all traffic signal design, operational, and maintenance issues, including pedestrian accommodation.

2070 Model Traffic Signal Controller Training*

Susan developed one-day and two-day training courses for engineers and signal technicians in the operation of 2070 traffic signal controllers running NextPhase firmware. The training courses covered all aspects of programming and trouble-shooting traffic signal controllers and software including advanced features such as transit signal priority and embedded programming features for non-standard operation. She presented the hands-on training classes to municipal employees in Olathe, KS, Houston, TX, and Garland TX. She also provided follow-up technical support to engineering and technician staff members to those attending her training courses as well as software users throughout the country.

Acceptance Test Plans*, Dallas, Texas

Susan was responsible for developing and implementing acceptance test plans for transit signal priority operation of 14 intersections in the downtown Dallas transit-way mall. Susan developed detailed, systematic test plans to vet the transit signal priority operation developed for the 170 controllers using additional external logic boards to run the priority operation for traffic signals controlling vehicle, pedestrian and transit traffic. Susan conducted the tests in the city of Dallas testing facility for City of Dallas and DART staff for verification of all system functionality.

** denotes projects completed with other firms*

Stuart W. Day PE

Analyst – Before, After Studies

Stantec

Stuart led the roadway design effort for SRTS projects in Atlanta, Milton, Macon, Lawrenceville, Willacoochee, DeKalb County, Douglas County, and Fayette County. He also designed 10 additional SRTS projects for GDOT. Stuart offers eight years of experience in roadway/bicycle/pedestrian facilities design, including multi-use trails, bike lane enhancements, pedestrian/streetscape projects and intersection improvements.

EDUCATION

BS, Civil Engineering, Clemson University, South Carolina, 2006

MS, Civil Engineering, Clemson University, South Carolina, 2007

REGISTRATIONS

Professional Engineer #32068, State of South Carolina

PROJECT EXPERIENCE

Chapel Hill Road Fiber Design and Signal Timing*, Douglas County, Georgia (Project Analyst)
The project incorporated fiber optic communications that tied together four traffic signals along Chapel Hill Road. Additionally, this project included developing coordinated traffic signal system timing plans for four signals.

Chapel Hill Road at Central Church Road/Bomar Road*, Douglas County, Georgia (Project Analyst)
The project will add turn lanes, new traffic signals with fiber optic interconnect, and sidewalk improvements at this important intersection in central Douglas County. The design incorporated fiber optic communications linking four traffic signals along Chapel Hill Road. Additionally, this project included development of coordinated signal system timing plans for four traffic signals.

SCDOT On-Call Design of Traffic Signal Systems, South Carolina (Project Analyst)
Project Analyst for traffic signal design and traffic signal timing projects as part of the SCDOT on-call contract. Currently involved with the design for the Traffic Signal Upgrades at eight intersections in Charleston project, including coordination with City staff on the implementation of mast arms for the study intersection in downtown Charleston.

Town of Mount Pleasant On-Call Traffic Consultant, Mount Pleasant, South Carolina (Project Analyst)
Project Analyst for the traffic engineering projects as part of the Town of Mount Pleasant's on-call traffic contract. Served as the Project Manager or engineer for the for the SC 41 & Dunes West Boulevard Signal Upgrade Design, Coleman Boulevard & Pelzer Drive Signal Upgrade Design, Long Point Road & Wando Boulevard Left-Turn Phase & Intersection Operations Study, Long Point Road & Wando Boulevard Signal Upgrade Design, SC 41 & Joe Rouse Road Intersection Operations and Timing Optimization Study, and Ben Sawyer Boulevard & Rifle Range Road Left-Turn Phase Warrant Study and Timing Optimization Study projects.

** denotes projects completed with other firms*

Andy Egan EIT

Analyst – Before, After Studies

Andy has professional experience in traffic engineering and transportation planning and holds a bachelor's degree in civil engineering. Andy's experience with traffic operations routinely involved addressing issues such as temporary traffic control, signal timing and coordination, and highway safety deficiencies using various data collection methods, field inventories, and simulation software programs. His involvement with planning and technical design review of both encroachment permitting and access management helped to develop a sound knowledge of state and local design requirements. These experiences provided Andy with the unique opportunity for involvement with private, local and state entities during the scoping, design, construction and close-out of numerous transportation projects in the Charleston and Lowcountry regions of South Carolina.

EDUCATION

BS, Civil Engineering, Georgia Institute of Technology, Atlanta, Georgia, 2011

REGISTRATIONS

Engineer-In-Training #025124, State of Georgia

PROJECT EXPERIENCE

South Carolina Department of Transportation*, North Charleston, South Carolina (Associate Traffic Engineer)

Andy evaluated field conditions by conducting traffic counts, field inventories, speed studies and signal warrant analyses, used specialized software to prepare traffic studies, plans, and reports for the design and installation of traffic control devices, inspected traffic control devices for damage, deficiencies, improvements, compliance, or possible sight obstructions, applied engineering standards to identify and evaluate traffic control, operation, and safety problems, reviewed encroachment applications for conformance to temporary traffic control, design and access management standards, performed field and plan review of proposed construction projects for conformance to state and federal standards, responded to citizen requests for traffic improvements in an area covering six counties, and digitized and organized existing signal plans and traffic counts into statewide online management program.

Savannah Highway Interchange Project, City of Charleston, South Carolina

Provided access management assessment for four roads, totaling two miles and 75 driveways, in retail district surrounding the I-526 and US-17 interchange in West Ashley.

South Carolina Department of Transportation*, Columbia, South Carolina (Assistant Geodetic Technician)

Andy performed QA/QC for digital scans of As-Built dockets, processed scans and linked them to SCDOT internal GIS database, and evaluated Leica ScanStation II for potential procurement.

SCDOT On-Call Design of Traffic Signal Systems, South Carolina (Project Analyst)

Project Analyst for traffic signal design and traffic signal timing projects as part of the SCDOT on-call contract. Currently involved with the design for the Traffic Signal Upgrades at eight intersections in Charleston project, including coordination with City staff on the implementation of mast arms for the study intersection in downtown Charleston.

Town of Mount Pleasant On-Call Traffic Consultant, Mount Pleasant, South Carolina (Project Analyst)

Project Analyst for the traffic engineering projects as part of the Town of Mount Pleasant's on-call traffic contract. Served as the Project Manager or engineer for the for the SC 41 & Dunes West Boulevard Signal Upgrade Design, Coleman Boulevard & Pelzer Drive Signal Upgrade Design, Long Point Road & Wando Boulevard Left-Turn Phase & Intersection Operations Study, Long Point Road & Wando Boulevard Signal Upgrade Design, SC 41 & Joe Rouse Road Intersection Operations and Timing Optimization Study, and Ben Sawyer Boulevard & Rifle Range Road Left-Turn Phase Warrant Study and Timing Optimization Study projects.

** denotes projects completed with other firms*

Jennifer Butcher PE, PTOE

Signal Timing Development & Simulation

Stantec

Jennifer gained her technical expertise working in the private sector in Georgia and Texas. Her experience includes traffic signal design, illumination design, ITS design, route planning, transportation modeling, traffic signal warrant studies, roadway level of service analyses, traffic impact studies, site access and circulation studies, traffic signal timing, traffic control plans and intersection layout design. She has served in the roles of Project Manager, Senior Engineer, and Project Engineer throughout her career.

In an effort to remain up to date with the latest technologies, Ms. Butcher is an active member of many engineering societies. She is currently an active member of the Fort Worth Section, ITE; the Fort Worth Branch of the American Society of Civil Engineers (ASCE); and is serving on the TxDOT Coordination Committee for the Fort Worth Branch of the American Council of Engineering Companies.

EDUCATION

Master of Science in Civil Engineering, Georgia Institute of Technology, Atlanta, Georgia, 2002

Bachelor of Science in Civil Engineering, Texas A&M University, College Station, Texas, 2001

REGISTRATIONS

Professional Engineer #96677, Texas Board of Professional Engineers

Certified Professional Traffic Operations Engineer #1875, Transportation Professional Certification Board Inc.

PROJECT EXPERIENCE

RTSTP III Fort Worth Corridors*, Fort Worth, Texas

As a project engineer, developed signal timing plans for six corridors including 94 signalized intersections in the City of Fort Worth. The project included site inspection of all corridors, observation and identification of operational problems along the corridors, data collection, development of existing conditions models, new timing plan cycle lengths, splits and offsets to improve operation, field deployment, and in-field fine tuning of the timing plans.

SH 199 Traffic Signal Timing and Bus Priority Timing*, Fort Worth, Texas

As project manager, created signal timing plans for seven intersections along SH 199. The corridor receives heavy AM and PM peak hour volumes and the buses continually ran behind schedule due to the congestion along the corridor. Signal timing plans were created for the intersections based on the traffic demand and the pedestrian clearance requirements. Signal timing plans were presented to the city and comments were addressed. The new timing plans were then programmed into the 170 controllers by hand and fine-tuned. Signal warrant studies were performed for six of the intersections to determine if they should still be installed.

Far East System Signal Retiming, El Paso, Texas

Served as Deputy PM for the development of signal timing plans for 109 intersections in east El Paso. Traffic signal timing plans were updated to accommodate pedestrian crossing with the latest MUTCD crossing times and to provide better movement along the corridors for motorists. A Synchro model provided by the city was updated with intersection geometrics and locations based on field data collected by project team members. The models from the city were calibrated with new traffic data and utilized to develop new timing plans for the region. Once the city approved the plans, the controllers were programmed and bench tested before downloading into the field. Fine tuning and after travel time runs were completed resulting in annual savings to the region of 429,425 gallons of fuel and $8,169,534 in savings in time savings to regional motorists.

** denotes projects completed with other firms*

Richard (Rick) B. Werts PE

Signal Timing Development & Simulation

Stantec

Rick is a senior traffic and safety engineer with 44 years of experience, 39 years of which were spent at the South Carolina Department of Transportation (SCDOT) where he ultimately served as Director of Traffic Engineering for the Department. He has managed traffic operations for the state transportation system. During his career at SCDOT, he has been responsible for statewide traffic operations, traffic signals and systems, freeway and incident management, safe routes to school program, work zone traffic control, design reviews, signing and pavement marking, intersection improvements, highway safety program, and road data services, and pavement management.

EDUCATION

Bachelor of Science, Civil Engineering, Clemson University, Clemson, South Carolina, 1971

REGISTRATIONS

Professional Engineer #6155, State of South Carolina

PROJECT EXPERIENCE

I-85 and I-385 Interchange Design Build Project - Greenville, South Carolina (Signal System QA/QC)

Providing QA/QC for the design and installation for a new traffic signal system on Roper Mountain Road as part of this interchange project. This SynchroGreen system is a real time adaptive traffic control system involving 17 signalized intersections. Coordinating meetings with SCDOT staff, design team members contractor and signal manufacturer representatives on the design elements.

Downtown Charleston Traffic Signal Improvements, Charleston, South Carolina (QA/QC)

Provided QA/QC for traffic signal improvements at eight intersections, in downtown Charleston. This is a safety project to improve signal head visibility by upgrading the signals with new mast arms that span over the travel lanes. The project also includes various traffic signal maintenance improvements. The recommendations for improvements are designed to reduce the high number of "disregard traffic signal" collisions in the City.

US 17 Median Improvements, Pawleys Island, South Carolina (QA/QC and Public Involvement)

Provided QA/QC for the median consolidation of 1.9 miles of US 17 in Pawleys Island. This project involves converting a two-way left-turn lane (TWLTL) to a raised median to improve corridor safer by providing access management limiting access to numerous business driveways and some streets. The project included additional traffic signals to provide for safer turning movements in the corridor. Assisted with two general public meetings to provide recommendations and receive public input.

Four Intersection Safety Improvement Projects, Charleston and Sumter Counties, South Carolina (QA/QC)

Provided QA/QC for the development of concept plans as well as preliminary and final roadway design plans for four intersections identified by South Carolina DOT under the Highway Safety Improvement Program as having elevated crash rates. These intersection improvements include design of two roundabouts, a Superstreet intersection, and one traffic signal with turn lanes. The improvement recommendations were made to reduce crashes, injuries, and fatalities and to achieve a positive benefit cost ratio.

South Carolina Department of Transportation*, Statewide, South Carolina (District Traffic Engineer)

Managed traffic operations on state roads located in a six county area. Responsible for traffic studies including traffic signal warrants, signal timing, design review of crash statistics, recommended safety improvements, signing and marking improvements at individual locations as well as system wide review, and recommended approval of access permits and impact studies.

I-526 Corridor Analysis, Charleston, South Carolina (QA/QC)

Providing capacity analyses for an eight-mile segment of the I-526 corridor in North Charleston and West Ashley. Provides review of data collection for development of an origin-destination matrix for the study area. Providing QA/QC for future traffic projections along the corridor, the development of multiple VISSIM models for the corridor and validating them based upon existing operating conditions, and the development of modal, travel demand management, operational, and capacity improvement strategies to address existing and future projected traffic congestion.

** denotes projects completed with other firms*

Omar Venzor PE

Transportation Engineer

Stantec

Omar is a transportation engineer with six years of experience in traffic signal design, corridor simulation and analysis, traffic engineering analysis, capacity analysis, signing and pavement marking design, illumination, signal timing, ITS design, and traffic control plans. He has conducted field reviews and performed traffic analyses for urban arterials and networks to determine optimum signal operations, geometric needs, and one-way versus two-way operation. Having previously worked for the Illinois Department of Transportation, he has both public and private sector experience, and is an active member of the Dallas branch of the Institute of Transportation Engineers (ITE) and the Dallas branch of the American Society of Civil Engineers (ASCE).

EDUCATION

Bachelor of Science, Texas A&M University, College Station, Texas, 2009

REGISTRATIONS

Professional Engineer #116539, Texas Board of Professional Engineers

PROJECT EXPERIENCE

Signal Timing

Far East System Signal Timing*, El Paso, Texas

Omar assisted senior staff with developing Synchro models, time sheets, and time-of-day plans for the development of signal timing plans for 109 intersections in east El Paso. He coordinated completion of after travel time runs with the sub consultant and also assisted city staff with bench testing of the proposed timing. Omar also assisted with the fine tuning and completion of a formal report summarizing improvements generated by the project.

Granbury Road Signal Timing*, Fort Worth, Texas

Omar assisted senior staff with developing coordinated signal timing forfive intersections along this .75 mile project. His responsibilities included developing a base model implementing existing signal timing. A site visit was also completed to help calibrate the base file. As part of the project, traffic signal warrant analyses were also completed on the existing intersections. Traffic signal improvements were also competed.

Denton Tap Signal Timing*, Coppell, Texas

Omar assisted senior staff with developing coordinated signal timing for 12 intersections along this 4.2 mile project. The north end of the project included a high school on the east side of the corridor and an elementary school on the west which created significant peak queuing on the side streets, competing with the heavy north/south arterial peak flows. Omar's responsibilities included assisting with the traffic signal timing implementation.

North Tarrant Expressway (NTE) Signal Timing*, Tarrant County, Texas

Omar completed site visits, analyzed existing traffic flow, and corrected several timing plans for multiple intersections along the NTE corridor in order to accommodate traffic shifts during construction.

NTE On-Call Traffic Signal Analysis and Signal Timing Upgrades*, Tarrant County, Texas (Project Engineer)

Omar assisted with the analysis and redesign of signal timing at various locations along the North Tarrant Express (NTE) corridor, including the intersections of Loop 820 at Holiday Lane in North and SH 183 at Precinct Lane in Hurst, TX.

Overton Ridge Signal Timing*, Fort Worth, Texas

As a project engineer, Omar completed Synchro timing plans for implementation to coincide with the opening of the new Chisolm Trail Parkway. Travel time runs were completed for before and after conditions, and Omar assisted project managers with fine-tuning of the corridor.

RTSTP III Fort Worth Corridors (Hulen Street)*, Fort Worth, Texas

Omar completed various site visits to develop pedestrian clearance intervals for signal timing plans for six corridors, including 94 signalized intersections in the City of Fort Worth as part of the NCTCOG Regional Traffic Signal Timing Project Phase III. He also developed calibrated before Synchro models for the corridor and new models to optimize corridor progression.

** denotes projects completed with other firms*

Matthew P. Fleming EIT

Signal Timing Development & Simulation

Stantec

Matt has three years of experience in the field of traffic engineering, working in both the public and private sectors. Transportation engineering experience includes traffic signal design, signal warrant analyses, design of signing and pavement markings, traffic signal operation and optimization, and traffic calming. He is also proficient in the latest versions of Synchro, SimTraffic, Highway Capacity Software (HCS), ArcMap, and AutoCAD.

EDUCATION

Master of Science - Civil Engineering, University of South Carolina, Columbia, South Carolina, 2012

Bachelor of Science - Civil Engineering, University of South Carolina, Columbia, South Carolina, 2010

REGISTRATIONS

Engineer-In-Training #18932, State of South Carolina

PROJECT EXPERIENCE

Florence Signal Design, Florence, South Carolina (Transportation Analyst)
Responsible for the creation of signal plans for a new span-wire traffic signal at the intersection of S Botany Drive and Jefferson Drive in Florence, SC.

Countywide Signal Timings and Troubleshooting*, Beaufort, South Carolina (Transportation Engineering Assistant)
Responsible for maintaining and updating signal timings in the county signal management system software. This involved adjusting timings for construction zones, timing deficiencies, and calculation of new timings on coordinated systems. Also served as an on-call technician to troubleshoot and repair traffic signals when they malfunctioned.

Countywide Clearance Timing Update*, Beaufort, South Carolina (Transportation Engineering Assistant)
Responsible for calculating and updating clearance times for approximately 80 signals in Beaufort County. This involved using a new calculation methodology released in a NCHRP report and using GIS to measure the necessary lengths for each signal.

Woodruff Road Signal Rebuilds, Greenville, South Carolina (Transportation Analyst)
Responsible for the creation of signal plans and fiber interconnect plans for 7 coordinated signals on Woodruff Road. This project was part of the I-85 & I-385 interchange design build.

SCDOT On-Call Design of Traffic Signal Systems, South Carolina (Project Analyst)
Project Analyst for traffic signal design and traffic signal timing projects as part of the SCDOT on-call contract. Currently involved with the design for the Traffic Signal Upgrades at eight intersections in Charleston project, including coordination with City staff on the implementation of mast arms for the study intersection in downtown Charleston.

Town of Mount Pleasant On-Call Traffic Consultant, Mount Pleasant, South Carolina (Project Analyst)
Project Analyst for the traffic engineering projects as part of the Town of Mount Pleasant's on-call traffic contract. Served as the Project Manager or engineer for the for the SC 41 & Dunes West Boulevard Signal Upgrade Design, Coleman Boulevard & Pelzer Drive Signal Upgrade Design, Long Point Road & Wando Boulevard Left-Turn Phase & Intersection Operations Study, Long Point Road & Wando Boulevard Signal Upgrade Design, SC 41 & Joe Rouse Road Intersection Operations and Timing Optimization Study, and Ben Sawyer Boulevard & Rifle Range Road Left-Turn Phase Warrant Study and Timing Optimization Study projects.

** denotes projects completed with other firms*

Bret Gillis PE

Signal Timing mplementation & Adjustments

Stantec

Bret has 17 years of experience with traffic engineering and roadway design projects. As the responsible engineer in charge, he has managed more than 50 roadway improvement projects for state departments of transportation, city, county, and federal governments, and private developers. Roadway improvement projects have ranged in size from less than $1M in construction costs to $45M. Bret has led design teams from conceptual design to final plans and construction oversight / administration. His combined traffic engineering and roadway design experience allows him to identify possible obstacles during the planning stages of the project, when changes are less costly and time consuming. This experience also assists him in meeting owner expectations, schedule, and budgets.

EDUCATION

Master of Science in Civil Engineering, Georgia Institute of Technology, Atlanta, Georgia, 1997

Bachelor of Civil Engineering, Georgia Institute of Technology, Atlanta, Georgia, 1996

REGISTRATIONS

Professional Engineer #30089, State of North Carolina

PROJECT EXPERIENCE

Orangeburg Traffic Signal Systems, Orangeburg, South Carolina

Project involves rebuilding and retiming of traffic signals at twelve intersections across two signal systems in the City of Orangeburg. This project also includes utility coordination, right of way verification/identification, and railroad coordination. This project focuses on improving signal safety and traffic progression by upgrading the signals to include new poles, LED signal heads, backplates, pedestrian signal upgrades and improved signing and marking.

Downtown Charleston Traffic Signal Improvements, Charleston, South Carolina (Project Manager)

Project Manager for traffic signal improvements at seven intersections in downtown Charleston. This is a safety project to improve signal head visibility by upgrading the signals with new mast arms that span over the travel lanes. The project also includes various traffic signal maintenance improvements.

Rivers Avenue Traffic Signals, North Charleston, South Carolina (Project Manager)

Project Manager for traffic signal and pedestrian crossing improvements at three US 78 Rivers Avenue intersections: Ashley Phosphate Road, Northwoods Boulevard, and Eagle Landing Boulevard. Stantec provided traffic engineering services for the sidewalk project.

Marshes of Glynn Walkway Traffic Signal Upgrade, Brunswick, Georgia (Project Manager)

The Marshes of Glynn Walkway was a pedestrian improvement project for the City of Brunswick. As a part of this project, Stantec provided Brunswick with traffic signal design for the intersection of US 17 Glynn Avenue and Gloucester Street to accommodate pedestrian crossing.

Naval Weapons Station Traffic Signal Design, Goose Creek, South Carolina (Project Manager)

Project Manager providing design plans for installation of a new traffic signal at the intersection of S-8-28 Red Bank Road and Ordinance Avenue / NNPTC Circle at the Naval Weapons Station.

SC 170 Traffic Signal Design, Beaufort, South Carolina (Traffic Engineer)

Provided traffic signal improvements associated with the widening of SC 170 (Robert Smalls Parkway). Traffic signal elements included one new 170 signal with summary of quantities and special provisions.

Four Intersection Safety Improvement Projects, Charleston and Sumter Counties, South Carolina (Project Manager)

Project manager for the development of concept plans as well as preliminary and final roadway design plans for four intersections identified by SCDOT as having elevated crash rates. These intersection improvements include design of two roundabouts, a Superstreet and one traffic signal with turn lanes.

Rhett Dollins PE PTOE

Signal Timing Implementation & Adjustments

Stantec

Rhett's 12 year career includes both public and private sector positions focused on land development, traffic engineering, intelligent transportation systems design and implementation, and civil project management. He has contributed to the design and management of numerous ITS deployments and communication network systems throughout the state, including one of the largest and most complex freeway ITS projects in recent state history. Beyond ITS, his transportation engineering expertise includes the analysis and design of traffic signals, roadway illumination, signal timing, warrant analyses, and traffic impact analyses. His experience with land development spans from the annexation and zoning process, through site planning/master planning, platting, civil design, and construction.

As a former city engineer, he understands the many constraints our municipal clients operate under and the importance of efficiently managing city resources. Because of such, he has become very adept at employing innovative and cost saving designs that not only improve public facilities and infrastructure, but also save tax payer dollars.

EDUCATION

Master of Science in Civil Engineering, Texas Tech University, Lubbock, Texas, 2010

Bachelor of Science in Civil Engineering, Texas Tech University, Lubbock, Texas, 2003

REGISTRATIONS

Professional Engineer #100298, Texas Board of Professional Engineers

Certified Professional Traffic Operations Engineer #2474, Transportation Professional Certification Board Inc.

PROJECT EXPERIENCE

Traffic Signal Analysis and Signal Timing Upgrades (North Tarrant Express On-Call)*, Tarrant County, Texas

Served as project manager for the analysis and redesign of signal timing at 12 locations along the North Tarrant Express (NTE) corridor. Worked with staff at NTE Mobility Partners and the cities of Hurst, Euless, Bedford, North Richland Hills, Haltom City, and Fort Worth to ensure the signals were modeled accurately with respect to phasing and existing coordination patterns.

Phasing and Timing Optimization at Westpark/Murphy and S.H. 121/S.H. 183*, Bedford and Euless, Texas

Served as project manager at this location on the border between Bedford and Euless, Texas. The geometry of the interchange was unusual in that two freeways (S.H. 121 and S.H. 183) intersected an arterial street very near each other. The signal timing and phasing design was critical to ensure progression was maintained across the bridge. During peak periods, the existing traffic volumes were much higher than the existing signal timing and phasing could support. Mr. Dollins designed upgraded signal phasing, specified new hardware for overlap operation, and provided enhanced timing parameters. The resulting upgrades brought the operation of the interchange to well within acceptable levels.

Far East System Signal Retiming*, El Paso, Texas

Served as a project engineer on this effort to update signal timing plans for 109 intersections in east El Paso. Traffic signal timing plans were updated to accommodate pedestrian crossing times and provide better movement along the corridors for the drivers. A Synchro model provided by the city was updated with intersection geometrics and locations based on field data collected by project team members. The models from the city were calibrated with new traffic data and utilized to develop new timing plans for the region. Once the city approved the plans, the controllers were programmed and bench tested before downloading into the field. Fine tuning and after travel time runs were completed resulting in annual savings to the region of 429,425 gallons of fuel and $8,169,534 in savings in time savings to regional motorists.

** denotes projects completed with other firms*

Larry Overn II PE, PTOE

Signal timing implementation & Adjustments

Stantec

Larry is a traffic engineer with more than 15 years of technical experience and 10 years of project management experience, including traffic signal design, signing and marking design, ITS design, signal timing analyses and implementation, transportation planning projects, signal warrant studies, traffic impact studies, traffic safety studies, and data collection projects.

He has worked on traffic engineering design projects that have included traffic analyses and pre-preliminary geometric design, traffic signal and signal system design, signal timing, sign and pavement marking design, ITS design and traffic control plan development. As part of the traffic safety studies and traffic engineering services, Larry has performed safety and capacity analysis, studied accident locations, and evaluated different special safety issues related to topics such as school zones, truck routing, speed control, sign and signal inventories and more.

Larry has designed numerous traffic signals and signal systems. He has coordinated designs with many different government entities and submitted for approval. The location and any conflicts with utilities in the area were taken into account and remedied.

EDUCATION

BSCE, Civil Engineering, University of South Florida, Tampa, Florida, 1999

REGISTRATIONS

Certified Professional Traffic Operations Engineer #1597, Professional Traffic Operations Engineer

Professional Engineer #60816, State of Florida

Professional Engineer #29910, State of Georgia

PROJECT EXPERIENCE

SR 1 Signal Timing Improvements, Carollton, Georgia

Managed the development, implementation and fine-tuning of traffic signal timing plans for the coordinated signal system along SR 1 in Carrollton, Georgia. The corridor experienced high traffic volumes and excessive congestion during the peak hours at the interchange with SR 166. In addition, congestion was experienced at isolated intersections along the corridor during school arrival and dismissal times. The project sought to improve the progression. The controllers within the system utilized the Siemens SEPAC firmware.

Regionwide Signal Timing Task Order Contract, metro Atlanta, Georgia

Managed the development of traffic signal timing plans for coordinated signal systems. All of the timings were implemented along coordinated signal systems connected via fiber optic, copper interconnect, and wireless communications. The projects included field investigations of all signals and the update of all clearance intervals at the project intersections. Traffic responsive was investigated on some of the corridors and implemented on one corridor. Finally, a number of the corridors crossed RTOP corridors. Where a corridor crossed an RTOP corridor efforts were made to provide cross-coordination between the two systems. The following corridors were retimed.

– Old Alabama Road, 16 intersections – City of Johns Creek
– Joseph E Boone Boulevard, 12 intersections – City of Atlanta
– Monroe Drive, 5 intersections – City of Atlanta
– Mt Paran Road, 2 intersections – City of Atlanta.

Metro Signal Timing Task Order Contract*, Duluth, Georgia

Managed the development of traffic signal timing plans for coordinated signal systems as well as the maintenance of the timings after implementation and approval. All of the timings were implemented along coordinated signal systems connected via fiber optic, copper interconnect, and wireless communications. Many of the systems also included intersections that required railroad pre-emption. The following corridors were retimed.

– Old Peachtree Road, 9 intersections – Gwinnett County
– Tara Boulevard, 21 intersections – Clayton County
– South Cobb Drive, 18 intersections – City of Smyrna
– Veterans Memorial Highway, 16 intersections - Cobb County
– Memorial Drive/Columbia Drive, 12 intersections – DeKalb County
– Concord Road/Spring Road, 23 intersections – City of Smyrna
– Pleasantdale Road, 5 intersections – DeKalb County
– SR 34 (Bullsboro Drive), 14 intersections – Coweta County

** denotes projects completed with other firms*

Dean Harris

Signal timing Implementation & Adjustments

Stantec

Dean Harris is a Senior Transportation Designer with over 33 years of transportation operations and traffic engineering design experience. After 31 years with NCDOT, Dean entered the private sector by joining Stantec. Dean's technical experience with NCDOT includes traffic analysis; traffic signal design; traffic signal system timing and implementation; adaptive traffic control systems; intelligent transportation systems (ITS); traffic control development , roundabouts, roadway design, geometric design , cost estimating, benefit/cost analysis; signing; pavement marking design; traffic safety; signal design review/QC; project scoping; specifications; traffic counts; stadia surveying; and pedestrian facilities. Other areas of experience include project management, employee supervisory/management, employee mentoring/development, contract administration, project fund accounting/management, and employee staffing.

Dean has short tenures with both North Carolina State University and another private engineering firm where he gained experience in project management, parking design, transportation systems, external traffic operations, long-range planning, construction contracts, and client marketing/promotion, while continuing to utilize his traffic control, signal design, and signing plans background.

Since joining Stantec, Dean has expanded his knowledge and experience of utility make ready (UMR) plans, cable-routing plans, fiber optic splice details, roundabouts, and the signal design methods of various different states and municipalities.

EDUCATION

Associates in Applied Science, Civil Engineering Technology, Wake Technical Institute, Raleigh, North Carolina, 1976

Bachelor of Arts, Economics, North Carolina State University, Raleigh, North Carolina, 1986

Bachelor of Arts, Business Management, North Carolina State University, Raleigh, North Carolina, 1986

PROJECT EXPERIENCE

NCDOT Statewide Signal Systems*

Managed a six year, $8 million program retiming all the existing signal systems statewide (approximately 275 signal systems, comprised of approximately 2,500 to 3,000 signals). Included out-sourcing approximately one-half of each year's project budget to PEFs. Developed program scope of work and managed all aspects associated with the required contract administration, fund accounting, database management, specifications/special provisions, project tracking, and overall staffing levels.

NCDOT Traffic Signal Systems*

Ten years' experience as the State Signal Systems Engineer managing the Central Office System Timing (COST) Section. Duties included supervising the planning, design, implementation, and optimization of all traffic signal system timing plans for signal systems statewide. Review/QC in-house/out-sourced system timing projects/plans for safety, accuracy and conformance to state/national standards.

NCDOT Central System Timings*

Managed the development and implementation of central system timings for the following municipalities; Kinston (approximately 100 signals), Greenville (approximately 95 signals), Chapel Hill (approximately 95 signals), and Goldsboro (approximately 80 signals).

NC 150 Signal System Timing*, Mooresville, North Carolina

Managed system timing for a heavily congested 12 signal corridor, adjacent to I-77, with major commercial development along the entire length, and several NASCAR team garages located in the proximity.

US 74 Corridor Signal System Timing*, North Carolina

Managed the timing and coordinating for four separate systems, with 28 signals, covering approximately 20-miles of a major commuter route in/out of Charlotte, NC.

** denotes projects completed with other firms*

Regina Muncey PE

Signal timing implementation & Adjustments

Stantec

Regina has over four years of professional experience in the field of transportation engineering working in the private sector. She has completed advanced course work in the fields of highway design, traffic operations, and transportation systems. She has also gained experience in various areas of transportation design including traffic control, roadway design, pavement marking, and signal timing. Her traffic control experience includes bridge maintenance, lane closures, road closures, on-site and off-site detours. Her signal timing experience includes Synchro and Tru-Traffic modeling of corridors, before and after travel comparisons and field timing adjustments.

EDUCATION

BS, Civil Engineering, North Carolina State University, Raleigh, North Carolina, 2011

REGISTRATIONS

PE, State of North Carolina

PROJECT EXPERIENCE

NCDOT Signal Timing, Various, North Carolina (Designer)

Developed signal timing to improve existing signal system corridors in several North Carolina cities. Developed Synchro and Tru-Traffic models of corridor, conducted traffic counts and before/after travel runs to compare effectiveness of signal timing. Worked closely with NCDOT staff in both the central Raleigh office and the field Divisions in order to provide improved corridor timing that produced immediate benefits for the traveling public by way of reduced congestion and improved air quality on all corridors that were retimed.

Cagle Drive Superstreet, Fayetteville, North Carolina (Designer)

Provided assistance in signal and geometric design for super street including metal poles located at intersection of NC 24-87 and Cagle Drive as well as two U-turn intersections. Assistance in electrical design corrections. Aided in calculation of quantities for signals and metal pole and mast arms. Ms. Cullen also aided in implementation of signal timing for superstreet corridor including development of Synchro model and field implementation and adjustment of signal timing.

New Hill Development/NC 55 Bypass Superstreet Holly Springs, North Carolina (Designer)

Existing 4-lane highway with three 8-phase intersections was converted to a superstreet design with the addition of a large retail development. Designer worked closely with the contractor and developer to implement interim signal timing during construction and to implement the final signal timing of the superstreet corridor after completion of roadway and retail development. The final signal system was comprised of 15 signals, including three existing 8-phase signals adjacent to the newly constructed project which had to be timed to work with the new superstreets.

NCDOT TMC Feasibility Study, North Carolina (Project Team Member)

Helped to identify the purpose and need of TMCs in North Carolina. Helped conducting interviews with dozens of NCDOT clients and personnel and a survey of other state TMC operations. Helped develop a report proposing a recommendation of operations including identification of key corridors, optimum number of facilities, facility configuration, staffing approach, toll operations, TMC operations, IMAP operations, communication requirements, and coordination with other agencies, based on the success of operations in North Carolina and other states. Also helped to determine roles and responsibilities in each of the groups that make up statewide TMC operations as well as, a step-by-step implementation plan to provide the most effective and logical means of implementation.

Mark Kranz EIT

Signal Timing Implementation & Adjustments

Stantec

Mark is an engineer-in-training with three years of private sector experience that includes signal timing projects, signal warrant analyses, signing studies and designs, signal designs, and traffic studies. Mark's software expertise includes Synchro, VISSIM, SIDRA, TransCAD, SignCAD, and drafting with MicroStation and AutoCAD Civil3D.

EDUCATION

Bachelor of Science in Civil Engineering, Texas A&M University, College Station, Texas, 2010

REGISTRATIONS

Engineer-In-Training #43608, Texas Board of Professional Engineers

PROJECT EXPERIENCE

Signal Timing

El Paso Far East Signal Timing*, El Paso, Texas (EIT)
Mark actively contributed to a regional signal timing project that included 109 traffic signals on the east side of El Paso. Analysis was divided into 11 separate corridors. Mark contributed to the steps of calibration, cycle length analysis, and the development of proposed timing for the timing analysis. This effort also included that new timing plans incorporated the client's preferences for pedestrian timing. He also assisted the engineers in creating the final report.

McAllen Signal Timing*, McAllen, Texas (EIT)
Mark reviewed signal timing parameters in a proposed signal timing plan for Ware Road.

Trinity Boulevard Signal Timing*, Fort Worth, Texas (EIT)
Mark developed arterial traffic signal timing for Trinity Boulevard. Mark visited the corridor and recorded the existing traffic signals and operation, calibrated a model, performed cycle length analysis, and developed proposed timing plans. He also reported on the analysis and assisted in fine-tuning.

US 380 Signal Timing*, DFW, Texas (EIT)
Mark performed the site visit for a signal timing project on US 380 in the north Dallas/Fort Worth area. He observed the existing traffic signals and operation.

Pedestrian Timing - Forest Ridge and Central*, Tarrant County, Texas (EIT)
Mark measured the effective crosswalk length during construction at the diamond interchanges of Airport Freeway at Forest Ridge Drive and Central Drive. This construction was part of the North Tarrant Express project.

Custer Road signal designs and signal timing*, McKinney, Texas (EIT)
Mark analyzed signal timing for the Custer Road corridor in McKinney, Texas. Mark created pedestrian clearance times in accordance with the 2011 TMUTCD and selected optimal cycle lengths for the new traffic conditions. The client cancelled this project when it conflicted a regional signal retiming effort.

I 820 at US 377*, Haltom City, Texas (EIT)
Mark revised traffic signal timing for the interchange of IH 820 and US 377. He visited the signal and observed poor operation in the AM and PM peak hours, and used collected data to design a new signal timing plan. The design was also created to fit existing coordinated arterial timing.

183/121 @ Westpark/Murphy*, Bedford, Texas (EIT)
Mark revised traffic signal timing for the group of three traffic signals at the interchanges of Airport Freeway at Murphy Drive and Airport Freeway at Westpark Way, and the intersection of Murphy Drive and Martin Drive. He visited the signal and observed poor operation in the AM and PM peak hours, and used collected data to design a new signal timing plan.

Fort Worth RTSTP*, Fort Worth, Texas (EIT)
Mark contributed to developing arterial traffic signal timing for 8th Street, Rosedale Avenue, and Riverside Drive. Mark used ITE standards to design new yellow, all-red, and pedestrian clearance times, modeled the roadway network in Synchro, calibrated existing models, performed cycle length analysis, and developed proposed timing plans. He also verified and assisted in fine-tuning implemented timing in the field on Hulen Boulevard and McCart Avenue.

US 17 Signal Timing, Hampstead, North Carolina (EIT)
Mark traveled to this site to assist in fine tuning an implemented arterial coordination signal timing plan developed by the Stantec Raleigh (Jones Franklin Road) office.

** denotes projects completed with other firms*

Kenneth L. Fink PE

Quality Assurance / Quality Control

Kimley»Horn

Kenn Fink specializes in traffic operations, traffic signal systems, and intelligent transportation systems, and he has worked on operations and systems projects throughout the United States. His traffic operations experience includes extensive work in signal optimization, signal warrant analysis, and intersection analysis. Mr. Fink has coordinated numerous systems projects from feasibility through design and construction.

EDUCATION

BS Civil Engineering, The Pennsylvania State University, 1992

MS Civil Engineering, Texas A&M University, 1993

REGISTRATIONS

Professional Engineer in South Carolina and Georgia

PROJECT EXPERIENCE

City of Charleston, Traffic Signal Timing Plans, Charleston, SC (Project Manager)

Project Manager providing traffic engineering services for the City of Charleston to evaluate traffic signal operations for seven arterial corridors. This project included the development and implementation of optimized signal timing plans for 74 signalized intersections during the peak hours, midday, weekend, and holiday traffic conditions in Charleston. Results included reduced unnecessary vehicle stops and delays from inefficient signal system timings. In addition, an evacuation plan was developed for hurricane and emergency evacuation routes. A detailed before-and-after study was performed to document the success of the project and quantify the benefit to the City.

South Carolina DOT, I-526 Signal Timing Improvements (Glen McConnell), Charleston, SC (QC/QA Reviewer)

Kimley-Horn has been selected by SCDOT to provide traffic signal timing optimization services for 22 signalized intersections, each utilizing 2070 signal controllers. The project will include the development, implementation, and fine tuning of coordinated traffic signal timing plans in an effort to implement traffic responsive operations for some or all corridors within the project limits. Databases will be developed and tested, and before-and-after studies with detailed delay and fuel consumption analysis will performed. In addition to the development and implementation of timings, signal plans will be developed incorporating a field review and operational analysis for each intersection to determine if operational modifications can be implemented to improve the intersection/corridor performance. These will include geometric and operational upgrades such as FYA implementation where applicable.

Beaufort County, US 278 Traffic Responsive System, Beaufort, SC (Project Manager)

Project Manager preparing system plans and signal timing to provide traffic responsive signal timing along the US 278 corridor in Beaufort. As the major roadway in and out of Hilton Head Island, US 278 is not only a major arterial, but it also has wide fluctuations in traffic due to tourism, weather, special events, and evacuations. This project included 16 intersections operating on a NAZTEC 2070 platform. The design included a combination of video detection and in-pavement wireless detection. The project includes traffic responsive system plans, 16 unique timing plans, traffic responsive parameters, and database development; database testing; field implementation; and fine tuning.

South Carolina DOT, Statewide Transportation Management Center Feasibility Study, Design, and Construction Phase Services, Statewide, SC (Project Manager)

Project Manager leading a team that consists of an architect, an electrical engineer, and an HVAC engineer to develop complete construction plans and specifications for the statewide TMC to be located in the existing SCDOT headquarters building in Columbia, South Carolina. The project involves remodeling an entire floor of the building, developing site plans for an outside generator, control center layout, office and conference room layout, shop area layout, kitchen, lighting design, HVAC design, electrical design, and design and specification of the physical control center and video wall. The final project will allow SCDOT to control all ITS devices statewide in case of an emergency (such as a hurricane evacuation). The design will be complete in the early spring of 2007, with construction to begin in fall 2007.

City of Valdosta, Signal Timing Optimization, Valdosta, GA (Principal-in-Charge)

Principal in Charge providing traffic signal timing optimization services for to the City of Valdosta for 34 signalized intersections, each utilizing 2070 signal controllers. The project was funded through a Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG), with the goal of providing energy savings with traffic signal timing optimization through reduced fuel consumption. The project included the development, implementation, and fine tuning of coordinated traffic signal timing plans, as well as a field review and operational analysis for each intersection to determine if operational modifications can be implemented to improve the intersection/corridor performance.

Andrew R. King PE

West Ashley Signal Manager

Kimley»Horn

Andy King has 12 years of specialized experience in traffic signal operations, including coordinated traffic signal system timing, operational analyses, traffic data collection, and before-and-after travel time studies. He also has additional experience in traffic signal design, transportation studies, traffic impact analyses, and development of work zone traffic control plans. Andy is knowledgeable in the use of Synchro, SimTraffic, and HCS signal timing and analysis software programs.

EDUCATION

BS Civil Engineering, Southern Polytechnic State University, 2002

MS Civil Engineering, Transportation Engineering, University of Tennessee, 2005

REGISTRATIONS

Professional Engineer in Georgia. Alabama, and South Carolina

IMSA certified Work Zone Traffic Control Safety Technician, Traffic Signal Technician Level I, and Traffic Signal Field Technician Level II

PROJECT EXPERIENCE

South Carolina DOT, I-526 Signal Timing Improvements (Glen McConnell), Charleston, South Carolina (Project Manager)

Project Manager providing traffic signal timing optimization services to SCDOT for 22 signalized intersections, each utilizing 2070 signal controllers. Involves development, implementation, and fine tuning of coordinated traffic signal timing plans to implement traffic responsive operations for some or all corridors within the project limits. Databases will be developed and tested, and before-and-after studies with detailed delay and fuel consumption analysis will be performed. Additionally, the development and implementation of timings signal plans will be developed incorporating a field review and operational analysis for each intersection to determine if operational modifications can be implemented to improve the intersection/corridor performance. These will include geometric and operational upgrades such as FYA implementation where applicable.

Beaufort County, US 278 Traffic Responsive System, Beaufort, South Carolina (Project Engineer)

Project Engineering preparing system plans and signal timing for traffic responsive signal timing along the US 278. As the major roadway in and out of Hilton Head Island, US 278 is not only a major arterial, but it also has wide fluctuations in traffic due to tourism, weather, special events, and evacuations. Project included 16 intersections operating on a NAZTEC 2070 platform. Design included a combination of video detection and in-pavement wireless detection. Also includes traffic responsive system plans, 16 unique timing plans, traffic responsive parameters, and database development; database testing; field implementation; and fine tuning.

City of Valdosta, Signal Timing Optimization, Valdosta, Georgia (Project Engineer)

Project Engineer providing traffic signal timing optimization services for the City of Valdosta for 34 signalized intersections, each utilizing 2070 signal controllers. The project was funded through a Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG), with the goal of providing energy savings with traffic signal timing optimization through reduced fuel consumption. Project included development, implementation, and fine tuning of coordinated traffic signal timing plans, and a field review and operational analysis for each intersection to determine if operational modifications can be implemented to improve the intersection/corridor performance. Databases were developed and tested using the ACTRA signal system platform, and before-and-after studies with detailed delay and fuel consumption analysis were performed. As part of the EECBG reporting requirements, Kimley-Horn provided the City of Valdosta information on person-hours worked and energy savings realized throughout the course of the project. The project results included a forty-three percent reduction in systemwide delay and a benefit-to-cost ratio of 52.6 to 1.

Georgia DOT, Atlanta Metro-Wide Signal Timing and Optimization FY2005, Atlanta, Georgia (Project Engineer)

Project Engineer assisting with the development and improvement of 3,000 traffic signals throughout the 13-county metro Atlanta urban area as one of the Georgia DOT's Signal Timing Consultants (STCs). Project included developing coordinated traffic signal timing plans for time-of-day and traffic responsive operation; updating local controller settings; field implementation/fine-tuning; developing ACTRA signal system databases; conducting before-and-after evaluations; and deploying 2070 traffic signal controllers at select intersections. The project stressed before/after evaluations of system performance at each retimed corridor.

Wayne Kurfees PE

Quality Assurance / Quality Control

Kimley»Horn

Wayne has over 40 years of traffic and transportation experience, including 14 in the municipal sector. Since joining Kimley-Horn, the projects that Wayne has managed have collectively retimed over 3,000 intersections. Those include Charleston's 1990 signal system rebuild, the timing plans for which established interlocking progression throughout West Ashley's network of major arterials. Wayne has also led the on-street fine-tuning for other projects that have collectively retimed more than 600 additional intersections. Those include Charleston's 2007 retiming project. Although Wayne is highly proficient in the use of Synchro as a tool, he understands that artful on-street fine-tuning is the key to a signal timing project's success.

EDUCATION

BS Civil Engineering, North Carolina State University, 1969

MS, Civil Engineering, North Carolina State University, 1972

REGISTRATIONS

Professional Engineer in North Carolina

PROJECT EXPERIENCE

City of Charleston, Traffic Signal Timing Plans, Charleston, SC

Project Engineer. Kimley-Horn provided traffic engineering services for the City of Charleston to evaluate traffic signal operations for seven arterial corridors. This project included the development and implementation of optimized signal timing plans for 74 signalized intersections during the peak hours, midday, weekend, and holiday traffic conditions in Charleston. The outcome of this project included reduced unnecessary vehicle stops and delays from inefficient signal system timings. In addition, an evacuation plan was developed for hurricane and emergency evacuation routes. A detailed before-and-after study was performed to document the success of the project and quantify the benefit to the City.

City of Charleston, Traffic Signal Timing Plans, Charleston, SC

Project Engineer. Kimley-Horn provided traffic engineering services for the City of Charleston to evaluate traffic signal operations for seven arterial corridors. This project included the development and implementation of optimized signal timing plans for 74 signalized intersections during the peak hours, midday, weekend, and holiday traffic conditions in Charleston. The outcome of this project included reduced unnecessary vehicle stops and delays from inefficient signal system timings. In addition, an evacuation plan was developed for hurricane and emergency evacuation routes. A detailed before-and-after study was performed to document the success of the project and quantify the benefit to the City.

Regional Traffic Signal Retiming Program, Dallas-Fort Worth Metroplex

Through this North Central Texas Council of Governments project, we've thus far retimed 381 intersections in Allen, Arlington, Dallas, Grand Prairie, Mansfield, and McKinney. Under the project's most recent phase, we're currently retiming 674 additional intersections in Carrollton, Dallas, Fort Worth, Grand Prairie, Irving, and Plano. The new timing plans in Dallas, Fort Worth and Irving are being implemented on new ATC controllers with MaxTime firmware.

On-Call Traffic Engineering Services, San Antonio, TX

Project Manager. We retimed 410 intersections in 37 corridors. Several were San Antonio's busiest, with daily traffic volumes as high as 55,000. For each corridor, we also developed recommendations for both short and long-range operational improvements. The new timing plans were deployed in conjunction with the migration from 170 controllers with QuikNet/4 to 2070 controllers with NextPhase. San Antonio exercised its option to extend our original contract for two more years. Through two concurrent contracts with San Antonio-Bexar County MPO, we retimed 143 additional City of San Antonio intersections in 8 corridors.

Grand Prairie Citywide Signal Timing, Grand Prairie, TX

Project Manager. This project involved signal timing optimization for 146 intersections. The scope included special events timing plans to accommodate a 120-acre flea market that attracts up to 2,500 dealers on weekends. The new timing plans now provide crossing arterial progression throughout Grand Prairie. Additionally, the new timing plans were integrated with adjacent corridors in Arlington to provide seamless progression across the jurisdictional boundary.

Citywide Traffic Analysis and Implementation, Midland, Texas

Project Manager. We performed a comprehensive evaluation of citywide traffic operations. Tasks included an evaluation of possible one-way to two-way conversions; preparation of an on-street bike route plan; a downtown circulation analysis; and development, implementation, and fine-tuning of new signal timing plans for 110 intersections. We also developed recommendations for flashing yellow arrow left-turn signal change-outs that have enabled much improved two-way signal progression.

Liz Johnson EIT

Before, After Studies

Kimley»Horn

Liz, EIT, is a traffic and transportation analyst with Kimley-Horn. An Auburn graduate, her efforts focus primarily on the traffic impacts of private development in the metro Atlanta area. She performed much of the traffic analysis on the new Atlanta Braves stadium in Cobb County, determining the impacts the stadium and surrounding development will have on the transportation network.

EDUCATION

MS, Civil Engineering (Transportation), Auburn University, 2013

BCE, Civil Engineering, Auburn University, 2011

REGISTRATIONS

Engineer-In-Training, Alabama

PROJECT EXPERIENCE

Walton Way Signal Modernization, Augusta, GA (Project Analyst)

Kimley-Horn designed traffic signal upgrades at 12 intersections along the Walton Way corridor. The designs included replacing the existing span wire installations with decorative mast arms, upgrading cabinet and controller equipment, and upgrading pedestrian infrastructure, all within an historic, gateway corridor with multiple design constraints. Fiber optic interconnect and Advanced Traffic Management System (ATMS) elements was also designed for the 3- mile corridor. Kimley-Horn also performed a detailed corridor analysis to determine operational and safety improvements along Walton Way, which included intersection and corridor capacity analyses, roundabout feasibility studies, crash data analysis and mitigation recommendations, operational/safety improvement recommendations, and the development of a road diet concept along the corridor to mitigate rear end collisions and provide enhanced pedestrian and bicycle facilities. The project also included performing a detailed cost estimate for all of the design elements, DDH tree evaluations along the corridor, and lighting design along the entire corridor to help improve vehicular, pedestrian, and bicyclist safety.

Central Atlanta Progress, Downtown Traffic Operations Improvement Program (DTOP), Atlanta, GA (Project Analyst)

As a subconsultant to Jacobs, Kimley-Horn is providing active traffic signal operations of 157 signals in downtown Atlanta as part of the Downtown Traffic Operations Program (DTOP). Services include creating and maintaining a detailed inventory of all signal equipment in the field; timing maintenance reviews of the system; troubleshooting, repairing, and upgrading signal equipment; providing base signal timings, making system recommendations, and developing operational strategies; and actively monitoring the system. A communications master plan of the DTOP area will be developed, along with a prioritized list of upgrades to the communications and ITS infrastructure. The project also involves the active management of the traffic signals along the Atlanta Streetcar route, including the maintenance of the Opticom transit signal priority equipment.

Georgia DOT, Atlanta Metro-Wide Signal Timing and Optimization FY2005, Atlanta, Georgia (Project Engineer)

The overall goal of the Regional Traffic Operations Program 2 (RTOP 2) is to actively manage more than 400 traffic signals along significant corridors in the Metro Atlanta area. Kimley-Horn is creating and maintaining a detailed inventory of all signal equipment in the field; performing standard and advanced signal timing; troubleshooting and repairing field hardware; performing routine preventative maintenance; installing new signal and ITS equipment as needed to benefit the operations and management of the systems; upgrading software to TACTICS; integrating the corridors into a regional TACTICS server; and actively managing the corridor both in the field and from central. The project includes 10 full-time corridor managers who are dedicated to specific routes, a number of signal technicians, and a signal contractor. Performance measures are collected on a regular basis and include equipment failures, equipment repairs, proactive identification of malfunctions, throughput, and travel time/delay studies. Through this project, Kimley-Horn has assisted GDOT in the field testing of emerging ITS technologies and products. Some of these technologies and products include wireless broadband Ethernet, 4G cellular modems, advanced Uninterruptable Power Supplies, IP CCTV cameras, wireless and radar vehicular detection, and Bluetooth and WiFi travel time readers.

Bingling Zhang EIT

Before, After Studies

Kimley»Horn

Bing is a traffic and transportation analyst with Kimley-Horn and has served on several DRI and Traffic Impact Analysis projects. She specializes in transportation planning and traffic operations for both private and public sector clients.

EDUCATION

Bachelor of Science, Civil and Environmental Engineering, University of Virginia, 2013

REGISTRATIONS

Engineer-In-Training, Virginia

PROJECT EXPERIENCE

CAMPO, Southwest Area Study (SWAS), Raleigh, NC (Team Member)

Kimley-Horn developed an area study for the southwestern part of Wake County. As part of this project, Kimley-Horn performed a regional scenario planning study designed to explore alternate futures for this specific geographic area. To help determine the vision for the southwest area, the firm conducted an extensive public outreach campaign. Targeted local workshops helped address specific issues and engage stakeholders that might not ordinarily participate in a regional planning effort. Kimley-Horn summarized project efforts in a series of deliverables designed to interface with and enhance other regional planning documents. Project highlights included interactive outreach sessions with push-button technology for interactive audience participation; scenario planning using CommunityViz© software; a Project Symposium in which decision-makers, elected officials, agencies, and development community and economic development representatives came together for a facilitated visioning and goal-setting strategy; and strategic corridor design concepts in which 10 corridors were selected for developing 15% design concepts that identified physical improvements (laneage, streetscape, access management, etc.).

Central Atlanta Progress, Downtown Traffic Operations Improvement Program (DTOP), Atlanta, GA (Project Analyst)

As a subconsultant to Jacobs, Kimley-Horn is providing active traffic signal operations of 157 signals in downtown Atlanta as part of the Downtown Traffic Operations Program (DTOP). Services include creating and maintaining a detailed inventory of all signal equipment in the field; timing maintenance reviews of the system; troubleshooting, repairing, and upgrading signal equipment; providing base signal timings, making system recommendations, and developing operational strategies; and actively monitoring the system. A communications master plan of the DTOP area will be developed, along with a prioritized list of upgrades to the communications and ITS infrastructure. The project also involves the active management of the traffic signals along the Atlanta Streetcar route, including the maintenance of the Opticom transit signal priority equipment.

Georgia DOT, Atlanta Metro-Wide Signal Timing and Optimization FY2005, Atlanta, Georgia (Project Engineer)

The overall goal of the Regional Traffic Operations Program 2 (RTOP 2) is to actively manage more than 400 traffic signals along significant corridors in the Metro Atlanta area. Kimley-Horn is creating and maintaining a detailed inventory of all signal equipment in the field; performing standard and advanced signal timing; troubleshooting and repairing field hardware; performing routine preventative maintenance; installing new signal and ITS equipment as needed to benefit the operations and management of the systems; upgrading software to TACTICS; integrating the corridors into a regional TACTICS server; and actively managing the corridor both in the field and from central. The project includes 10 full-time corridor managers who are dedicated to specific routes, a number of signal technicians, and a signal contractor. Performance measures are collected on a regular basis and include equipment failures, equipment repairs, proactive identification of malfunctions, throughput, and travel time/delay studies. Through this project, Kimley-Horn has assisted GDOT in the field testing of emerging ITS technologies and products. Some of these technologies and products include wireless broadband Ethernet, 4G cellular modems, advanced Uninterruptable Power Supplies, IP CCTV cameras, wireless and radar vehicular detection, and Bluetooth and WiFi travel time readers.

Thomas Hartmann PE, PTOE

Signal Timing Development & Simulation

Kimley»Horn

Tom Hartmann has a wide range of experience as a traffic and transportation engineer. Over the past 6 years, Tom has developed expertise in traffic operations, specifically coordinated traffic signal systems and advanced traffic management systems. His experience in ITS (fiber and wireless designs and master planning), traffic signal design, and transportation planning provide a holistic approach to traffic operations. Working with public clients at the local and state level throughout Texas and neighboring states has provided Tom with a wide range of experience. He is licensed in both Texas and Louisiana, has TxDOT precertifications in Traffic Engineering Studies (7.1.1) and Traffic Signal Timing (7.3.1), and has been certified as a Professional Traffic Operations Engineer (PTOE).

EDUCATION

MS, Transportation Engineering, Texas A&M University, 2008

BS, Civil Engineering, Texas A&M University, 2006

REGISTRATIONS

Professional Engineer in North Carolina, Louisiana, and Texas

Professional Traffic Operations Engineer

PROJECT EXPERIENCE

Alamo Area MPO Traffic Signal Retiming Study, San Antonio, TX (Project Engineer)

Kimley-Horn retimed 86 intersections in nine corridors to reduce travel time and delay by developing coordinated signal timing plans for each corridor. Some of the corridors already had time-based coordination in place, but enough time had elapsed since their development that changing traffic patterns limited their effectiveness in moving vehicle platoons. In other corridors, the signals never operated in a coordinated fashion. Our scope involved traffic counts, documentation of intersection configuration, re-calculation of clearance time and pedestrian intervals, coordinated signal timing plans (using Synchro™) for AM, midday, and PM peaks, and timing implementation and fine tuning.

ATMS and Traffic Signal System Upgrade, Allen, TX (Project Engineer)

This 32-intersection project included the design of wireless communications, new controllers, new video detection, and the central hardware and software for a new distributed signal system. The scope also included the development, implementation, and fine-tuning of signal timing plans.

Arlington Entertainment District Traffic Modeling, Arlington, TX (Project Engineer)

Kimley-Horn was retained by the City of Arlington to conduct the traffic analysis for the new football stadium and the combinations of events at nearby major venues occurring simultaneously. The Kimley-Horn team was responsible for producing the following deliverables: parking management plan, traffic management plan, wayfinding sign system plan, and a traveler information webpage. The parking management system identified roadway access to parking areas and access management. The team developed over ten unique traffic control plans for major concerts, soccer games, and football games.

ITS Master Plan, College Station, TX (Project Engineer)

This project focused on the upgrade of the City's Siemens ACTRA traffic management system and old controllers. The project developed schematics for a planned traffic management center, made recommendations for new staffing positions, and developed a recommended implementation plan for installing new CCTV cameras around the City. The City plans to procure an upgraded video management system. The last phase of the project was to identify the best means for upgrading the City from Legacy 800 MHz radios to Ethernet-based wireless radios for communication to signals and school flashers.

Fort Worth Grant Funded Signals - SH 183 Signal Modifications and Timing, Fort Worth, TX (Project Engineer)

Kimley-Horn was selected by the City of Fort Worth to prepare design plans and develop coordinated timing plans for the SH 183 corridor. The design included the re-build of five traffic signals and signal modifications at an additional nine intersections. Kimley-Horn coordinated with TxDOT to obtain a driveway permit to construct these improvements. New coordinated timing plans were developed for the SH 183 corridor, which included 15 signals, and these were implemented in the field after the traffic signal construction was completed.

Stacie L. Phillips PE

Signal Timing Development & Simulation

Kimley»Horn

Stacie Phillips specializes in traffic signal design, signal system timing, traffic operations, and traffic impact analyses. She offers extensive experience in developing timings, preparing coding sheets, and implementing timing plans for NEMA, 170, and 2070 controllers. Ms. Phillips is proficient in the use of Synchro, Sim-Traffic, and Tru-Traffic software for traffic capacity analysis and signal timing optimization.

EDUCATION

BS Civil Engineering, North Carolina State University, 2002
MS, Civil Engineering, North Carolina State University, 2004

REGISTRATIONS

Professional Engineer in North Carolina

PROJECT EXPERIENCE

City of Charleston, Traffic Signal Timing Plans, Charleston, SC

Project Engineer. Kimley-Horn provided traffic engineering services for the City of Charleston to evaluate traffic signal operations for seven arterial corridors. This project included the development and implementation of optimized signal timing plans for 74 signalized intersections during the peak hours, midday, weekend, and holiday traffic conditions in Charleston. The outcome of this project included reduced unnecessary vehicle stops and delays from inefficient signal system timings. In addition, an evacuation plan was developed for hurricane and emergency evacuation routes. A detailed before-and-after study was performed to document the success of the project and quantify the benefit to the City.

Hickory Signal System Timing, Hickory, NC

Project Manager. Kimley-Horn was responsible for developing and implementing new timing plans for approximately 140 signals along 16 corridors in conjunction with the City's signal system upgrade. Due to extenuating circumstances, the entire signal timing effort—including data collection, plan development, timing implementation, and fine tuning—needed to take place between mid-March and late May to ensure that travel time runs were completed before public schools were out of session for the summer. By working with our partners in Atlanta, GA in addition to our core team in Cary, we were able to complete the entire project on time with exceptional results. We were able to achieve 50%-60% reductions in stops and delay on the most congested corridors in the city.

Miami-Dade County, Signal Retiming of Corridors, Miami, FL

Project Engineer. As part of its multiyear ITS support contract, Miami-Dade County Public Works retained Kimley-Horn to perform signal timing and fine-tuning services for 162 traffic signals including both UTCS and 170 controllers on four of the most congested corridors in Miami-Dade County. The project represented the first significant signal retiming effort for the County in many years. The project includes extensive data collection including peak hour and daily traffic counts, field reviews, and travel time runs. The traffic conditions in the corridors were simulated in the SYNCHRO model to develop more efficient timing plans to improve traffic flow and progression along Kendall Drive, Biscayne Boulevard, Flagler Street, and 107th Avenue corridors throughout the day. Once initial timing plans were developed, Kimley-Horn fine-tuned the timings in the field to ensure that the signal timings are optimal for field conditions. Kimley-Horn also managed the efforts of three other consulting firms on additional corridors that comprised more than 100 additional signals. The retiming efforts resulted in up to 30 percent reductions in delay and travel time through the corridors.

Town of Cary, Computerized Signal System Design and Timing Plan Development, Cary, NC

Project Engineer. Kimley-Horn has completed the design of a fiber-optic-based advanced traffic management system for the Town of Cary. The system includes more than 72 route miles of cable, and features 25 CCTV units, 10 arterial DMS units, use of traffic-adaptive control on a heavily traveled commuter and retail corridor, and a state-of-the-art advanced traveler information system component. Kimley-Horn assisted the Town during the construction phase as well as developed weekday and weekend timing plans for the 138 intersections that will be in place at the conclusion of the construction period. In addition, this phase included assisting the Town in setting parameters for the traffic-adaptive system that will be installed along the Walnut Street corridor.

Mike Blanchette EIT

Signal Timing Development & Simulation

Kimley»Horn

Mike has 2 years of experience in traffic engineering, traffic operations, coordinated signal system timing, ITS, and transportation planning. He has a clear understanding of the operation of traffic signals and the creation of traffic signal timing plans. Mike has experience with road safety analyses, which has included the review of historical crash data as well as the identification of intersection safety improvements. Additionally, he has contributed to the development of traffic impact studies through the use of trip generation, trip distribution, and trip assignment.

EDUCATION

BS, Civil Engineering, University of Florida, 2013

REGISTRATIONS

Engineer-in-Training, Florida

PROJECT EXPERIENCE

ITS Traffic Signal Coordination, Jefferson City, TN (Project Analyst)

Kimley-Horn is assisting the City of Jefferson City with a citywide signal system upgrade project funded via the federal CMAQ program. The project addresses signal infrastructure upgrades, MUTCD compliance items, traffic operations, and identifies a preferred communications system for the City's signal system. This locally-managed project consists of environmental documentation, communications master planning, design phase services, and ultimately CEI services followed by signal timing optimization/field implementation.

SR 34 ITS Traffic Signal Coordination Project, Morristown, TN (Project Analyst)

For this locally-managed, STP-funded ITS project, Kimley-Horn is upgrading nearly half of the City's 50+ signalized intersections along the West Andrew Johnson Highway/East and West Morris Boulevard corridor. Project phases include environmental documentation, preliminary engineering, utility coordination/permitting/right of way clearance, final design, and construction administration—all in accordance with TDOT's Local Government Guidelines for the Management of Federal and State Funded Transportation Projects. The project will address selection of a communications architecture, signal infrastructure upgrades, ADA and MUTCD compliance issues, operational improvements, and the creation of a centralized ATMS for the control of operation of 24 signals along the corridor, which can be expanded to incorporate the remaining signals within the City as future funding becomes available.

Macomb County Department of Roads, Utica Road Traffic Signal Optimization Program, Macomb County, MI (Project Analyst)

Kimley-Horn is providing traffic signal optimization services for a 9-mile-long segment of Utica Road. A total of 17 ATC signalized intersections with D4 firmware utilizing Eagle's MARCNX and Econolite's CENTRACS operating platform will be included as part of this signal timing optimization program. Many of the signalized intersections include flashing yellow arrow installations. Services will include data collection, field observations, operational analysis, local controller settings development (vehicle clearance intervals, pedestrian timings), timing plan development (cycle/split/offset/phase sequencing), time of day (TOD)/day of week (DOW) time clocks, database development, field implementation, fine tuning, before/after travel time studies, and project documentation.

Tennessee DOT, Downtown Newport Traffic Signal Operations Study and Design, Newport, TN (Project Analyst)

Kimley-Horn assisted the Town of Newport in assessing the condition and operation of the town's downtown traffic signal system. The project included conducting a traffic signal inventory, performing an operational assessment of each signal, identifying needed signal improvements and possible signal removal, developing project architecture, cost estimating needed signal improvements, developing a timing plan, and preparing construction plans and technical specifications.

Tennessee DOT, Downtown Newport Traffic Signal Design – Phase II, Newport, TN (Project Analyst)

As a follow-up to a downtown traffic operations study, Kimley-Horn designed the second phase of intersection improvements within downtown Newport, including the intersections of Mims Avenue and Bear Avenue along SR 9 (Broadway Avenue). Design components included mast arm signal design, fiber optic signal interconnect, and sidewalk rehabilitation including ADA compliance upgrades.

Winnie Long EIT

Signal Timing Development & Simulation

Kimley»Horn

EDUCATION

BS, Civil Engineering, Georgia Institute of Technology, 2014

OSHA 30-hour Safety and Health Training Course

REGISTRATIONS

Engineer-in-Training, Georgia

PROJECT EXPERIENCE

Georgia DOT, GA 400 Managed Lanes Feasibility Study, Atlanta, GA (Project Team Member)

Kimley-Horn is performing transportation planning, environmental investigations, and feasibility-level geometric layouts for various alternatives to add managed lanes to 23.5 miles of Georgia SR 400 from I-285 in Fulton County to SR 20 in Forsyth County. Transportation planning activities include calibrating the regional travel demand model for the corridor and using the model to forecast travel demand for alternative configurations of managed lanes and general purpose lanes. Environmental investigations include field surveys and submittal of special studies for ecological and cultural resources to establish an agency-concurred identification of resource constraints for the development of proposed alternatives. Kimley-Horn staff worked collaboratively with GDOT and a project advisory committee to develop a methodology for evaluating build-alternatives and select a preferred sub-set of alternatives that will move forward for full NEPA environmental analysis and public outreach. Evaluation of the build alternatives considers a range of metrics for transportation performance, preliminary environmental impacts, and project construction costs.

Georgia DOT, ITS On-Call, Valdosta Signal Upgrades, Valdosta, GA (Project Analyst)

Project consists of traffic signal and ADA upgrade designs for 15 signals in the downtown district of the City of Valdosta, Georgia. The traffic signal upgrade designs will include replacing existing span wire installation with mast arms, upgrading cabinet and controller equipment, and upgrade pedestrian infrastructure. The project will follow the GDOT PDP process, including development of a concept report, utility coordination, and the preparation of preliminary and final plans.

Georgia DOT, Regional Traffic Operations Program 2 (RTOP), Atlanta region, GA (Project Analyst)

The overall goal of the Regional Traffic Operations Program 2 (RTOP 2) is to actively manage more than 400 traffic signals along significant corridors in the Metro Atlanta area. Kimley-Horn is creating and maintaining a detailed inventory of all signal equipment in the field; performing standard and advanced signal timing; troubleshooting and repairing field hardware; performing routine preventative maintenance; installing new signal and ITS equipment as needed to benefit the operations and management of the systems; upgrading software to TACTICS; integrating the corridors into a regional TACTICS server; and actively managing the corridor both in the field and from central. The project includes 10 full-time corridor managers who are dedicated to specific routes, a number of signal technicians, and a signal contractor. Performance measures are collected on a regular basis and include equipment failures, equipment repairs, proactive identification of malfunctions, throughput, and travel time/delay studies. Through this project, Kimley-Horn has assisted GDOT in the field testing of emerging ITS technologies and products. Some of these technologies and products include wireless broadband Ethernet, 4G cellular modems, advanced Uninterruptable Power Supplies, IP CCTV cameras, wireless and radar vehicular detection, and Bluetooth and WiFi travel time readers.

Sean H. Coleman PE PTOE IMSA

Signal Timing Implementation & Adjustments

Kimley»Horn

Sean has 11 years of traffic engineering experience and has timed, implemented, and fine-tuned over 1,100 traffic signals throughout the southeast and Michigan. Sean takes a hands-on, passionate approach to signal timing optimization. Sean has also been instrumental in testing and implementing signal operations at intersections with the highest level of complexity, including at Georgia's first Diverging Diamond Interchange and along the newly opened Atlanta Streetcar route.

EDUCATION

BS Civil Engineering, Georgia Institute of Technology, 2004

REGISTRATIONS

Professional Engineer in South Carolina, Georgia, Alabama, Michigan, and Tennessee

IMSA certified Traffic Signal Technician, Levels I and II

Professional Traffic Ops Engineer

PROJECT EXPERIENCE

City of Charleston, Traffic Signal Timing Plans, Charleston, SC (Project Manager)

Project Manager providing traffic engineering services for the City of Charleston to evaluate traffic signal operations for seven arterial corridors. This project included the development and implementation of optimized signal timing plans for 74 signalized intersections during the peak hours, midday, weekend, and holiday traffic conditions in Charleston. The outcome of this project included reduced unnecessary vehicle stops and delays from inefficient signal system timings. In addition, an evacuation plan was developed for hurricane and emergency evacuation routes. A detailed before-and-after study was performed to document the success of the project and quantify the benefit to the City.

City of Valdosta, Signal Timing Optimization, Valdosta, GA

Project Manager. Kimley-Horn was selected by the City of Valdosta to provide traffic signal timing optimization services for 34 signalized intersections, each utilizing 2070 signal controllers. The project was funded through a Department of Energy (DOE) Energy Efficiency and Conservation Block Grant (EECBG), with the goal of providing energy savings with traffic signal timing optimization through reduced fuel consumption. The project included the development, implementation, and fine tuning of coordinated traffic signal timing plans, as well as a field review and operational analysis for each intersection to determine if operational modifications can be implemented to improve the intersection/corridor performance. Databases were developed and tested using the ACTRA signal system platform, and before-and-after studies with detailed delay and fuel consumption analysis were performed. As part of the EECBG reporting requirements, Kimley-Horn provided the City of Valdosta information on person-hours worked and energy savings realized throughout the course of the project. The project results included a forty-three percent reduction in systemwide delay and a benefit-to-cost ratio of 52.6 to 1.

Perimeter Community Improvement Districts, Perimeter Traffic Operations Program (PTOP), Dunwoody, GA

Project Engineer. Kimley-Horn actively manages the arterial traffic flow into, out of, and within the business district. Our team will work closely with surrounding regionally significant corridors to efficiently move traffic while managing the needs of all users of the system. Our scope also includes timing maintenance reviews of the system, repairing and upgrading signal equipment, providing base timings, making system recommendations, developing operational strategies, and actively monitoring the system both on the ground and remotely.

Macomb County Department of Roads (MCDOR), Traffic Signal Optimizations (2014), Macomb County, MI

Project Engineer. Kimley-Horn is providing traffic signal optimization services for 18 optimized corridors over a total of 450 signalized intersections using a 2070 controller platform. The operational analysis portion of the project included identifiying any MUTCD compliance items, identifying potential geometric and/or operational improvements to consider along the corridor to improve traffic conditions, and intersection specific improvements to enhance intersection performance. This project also includes the optimization and implementation of more than 60 flashing yellow arrow installations throughout the county. Prior to and following field implementation efforts, travel time runs along the corridors were taken for the peak periods, which resulted in an average benefit-to-cost ratio of 50 to 1 for the first 13 completed corridors.

Jonathan Moore PE

Signal Timing Implementation & Adjustments

Kimley»Horn

Jonathan has 14 years of experience in traffic engineering. He has extensive experience with signal timing optimization, ITS planning and design, signal system design, freeway management system design, traffic signal design, traffic impact analyses, and traffic operations studies. Jonathan's project experience includes statewide on-call services for the Tennessee DOT in the fields of traffic engineering and ITS planning and design. Jonathan has specialized experience with Georgia DOT in wireless communications technology assessment and equipment selection as well as traffic signal system maintenance and installation.

EDUCATION

MS, Civil Engineering, University of Tennessee, 2003

BS, Civil Engineering, University of Tennessee, 2003

REGISTRATIONS

Professional Engineer in Georgia, Alabama, Michigan, Montana, and Tennessee

IMSA certified Work Zone Traffic Control Safety Technician

Traffic Signal Technician Level I

Traffic Signal Field Technician Level II

PROJECT EXPERIENCE

Traffic Signal Optimization Services, Alcoa and Maryville, TN (Project Engineer)

Following the construction completion of Phase 1 of the Cities' ATMS program, Kimley-Horn provided signal timing optimization services for a total of 46 interconnected traffic signals within both cities. This effort expanded on the previous CMAQ-funded signal timing effort as timing plans were developed for a Friday PM peak hour, a Saturday peak, and a Sunday peak along with the typical weekday timing plans. Project duties included a sizeable data collection effort (to capture Friday and weekend traffic data), updating previously created Synchro models to reflect new traffic volumes and additional signals, timing plan development, database development, and field implementation of the optimized signal timings. At the conclusion of this project, Kimley-Horn provided a summary pamphlet documenting the entire ATMS program, including project creation, funding acquisition, the communications master planning effort, the design and construction phases, and ultimately the implementation of optimized signal timings.

A/E Services for Safe Routes to School, Clarksville, TN (Project Engineer)

Kimley-Horn worked with the City of Clarksville to implement Safe Routes to School (SRTS) improvements for six City of Clarksville public schools. The project included the assessment of existing traffic control devices adjacent to each school, along with the design of proposed solar-powered driver feedback signage, associated traffic signs, and pavement markings. Deliverables included set of construction plans suitable for in-house construction by City of Clarksville Streets Department personnel.

I-24/Trenton Road Signal Design, Clarksville, TN (Project Analyst)

Kimley-Horn assisted the City of Clarksville Street Department with the fast-track design of a mast arm traffic signal at the intersection of the Trenton Road and the westbound I-24 off-ramp. The need for a traffic signal was triggered in conjunction with a TDOT roadway widening project along Trenton Road to the south of the interchange. Near the conclusion of the widening project, the DOT decided to mill and overlay Trenton Road through the interchange. At the city's request, TDOT agreed to the installation of a traffic signal at the westbound off-ramp. Via our on-call services contract with the city, Kimley-Horn prepared a fast-track set of construction drawings and utilized existing mast arm poles from the city's street department 'boneyard' for the construction of the signal. Our services included traffic signal design, structural assessment of the existing signal poles to confirm their structural capacity, coordination with TDOT, construction support services, and ultimately signal timing optimization services.

Cool Springs Intersection Improvements, Franklin, TN (Project Manager)

Kimley-Horn was selected to design intersection improvements at three signalized intersections in the Cool Springs area. The improvements were identified in an operational analysis from a previously completed signal timing study (also performed by Kimley-Horn). The project consisted of a signal mast arm rebuild, turn lane additions/modifications, and a number of ADA/pedestrian signal improvements at the three project intersections. Our services consisted of survey, design, and construction support services.

Meredith Emory PE

Signal Timing Implementation & Adjustments

Kimley»Horn

EDUCATION

BS, Civil Engineering, Georgia Tech, 2011

REGISTRATIONS

Professional Engineer, Georgia

IMSA certified Work Zone Traffic Control Safety Technician

Traffic Signal Technician Level I

Traffic Signal Field Technician Level II

PROJECT EXPERIENCE

C/CAG, San Mateo County Smart Corridors Project, Incident Response and Arterial Traffic Signal Coordination, San Mateo, CA (Project Analyst)

Kimley-Horn is working with City/County Association of Governments of San Mateo County (C/GAG), in conjunction with Caltrans and local agencies in San Mateo County to develop and implement incident response signal timing for 250 signals on various "alternate" routes to U.S. 101. The project is the last phase of the San Mateo Smart Corridors Program. The Smart Corridors Program was established to enable stakeholders to implement traffic management strategies through Intelligent Transportation Systems (ITS) on state and local roadways. Through the Smart Corridors Program, deployment of the necessary ITS field devices, signal systems upgrades, and system integration is nearing completion which will allow Caltrans and the local agencies to strategically and proactively manage changes in traffic demand on the local roadways. The primary objective of this project is to develop the incident response timing plans for local arterial coordination to be used during periods of freeway detours to the local arterials due to major incidents on the freeways. Our scope of services include collecting traffic data, developing incident response strategies and framework, preparing signal timing and simulation models, developing incident response timing, implementation of signal timing, and developing an operations manual for Caltrans to use during response plan deployment.

Central Atlanta Progress, Downtown Traffic Operations Improvement Program (DTOP), Atlanta, GA (Task Manager)

As a subconsultant to Jacobs, Kimley-Horn is providing active traffic signal operations of 157 signals in downtown Atlanta as part of the Downtown Traffic Operations Program (DTOP). Services include creating and maintaining a detailed inventory of all signal equipment in the field; timing maintenance reviews of the system; troubleshooting, repairing, and upgrading signal equipment; providing base signal timings, making system recommendations, and developing operational strategies; and actively monitoring the system. A communications master plan of the DTOP area will be developed, along with a prioritized list of upgrades to the communications and ITS infrastructure. The project also involves the active management of the traffic signals along the Atlanta Streetcar route, including the maintenance of the Opticom transit signal priority equipment.

Georgia DOT, Metro Regional Traffic Signal Timing Maintenance Program, Atlanta, GA (Project Analyst)

Kimley-Horn is performing preventative signal timing maintenance as one of Georgia DOT's signal timing consultants throughout the 13-county Atlanta Metro area. The project involves uploading and saving the controller local alarm logs to verify that there are no existing problems with signal/pedestrian heads; documenting communication problems; verifying that system and vehicle detectors are functioning and collecting count data; documenting damaged loops at intersections; verifying changes to the existing database by uploading and comparing the controller database to the traffic signal controller database; and documenting maintenance concerns such as bulb outs, signal equipment malfunctions, and pavement/striping deterioration. Kimley-Horn also is developing a signal timing maintenance report that will document the finding of the field maintenance review. This report will include monitor log sheets, local alarm logs, signal timing parameter logs, system detector data logs, and field inventory logs for each intersection in a system. Kimley-Horn coordinates with local agencies to schedule maintenance reviews, document changes to the existing databases, and address maintenance concerns.

Juan Duarte PE

Signal Timing Implementation & Adjustment

Kimley»Horn

Mr. Duarte has 12 years of experience analyzing traffic data, performing traffic operational analyses, and developing signal timing plans and corridor studies. As the Traffic Operations Engineer for Macomb County Department of Roads, he coordinated several large, complex urban transportation projects. His experience also includes collecting and processing traffic data, programming and implementing signal control devices, and developing and calibrating traffic simulation models.

EDUCATION

MS, Civil Engineering, University of Wisconsin, 2003

BS, Civil Engineering, Pontificia Javeriana University, 2001

REGISTRATIONS

Professional Engineer in Georgia and Michigan

IMSA certified Traffic Control Safety Technician

IMSA certified Traffic Signal Technician, Levels I and II

PROJECT EXPERIENCE

Georgia DOT, SR 400 Collector-Distributor System Evaluation (aka GA 400 Collector-Distributor System Evaluation), Sandy Springs, GA (Project Engineer)

Kimley-Horn is providing traffic/transportation, roadway, and environmental services for this project. Transportation services include volume development for seven (7) different scenarios of build and no-build conditions between the CD project and the adjacent interchange reconstruction project. Kimley-Horn is developing volume projections, volume diagrams, crash analysis and mapping, Synchro analysis at ramp terminals and arterial intersections, and Highway Capacity Software (HCS) analysis along the limited access segments of the corridor to assess merge, diverge, and weave operations. Additionally, Kimley-Horn is developing a corridor VISSIM model to replicate and calibrate existing conditions and to test future build alternatives for both the future open and design years. The combined VISSIM model for both projects includes a total of approximately 16 miles of SR 400 and I-285 plus the CD system and nearby arterial intersections. The traffic report will inform both the concept report and the final EA document.

Georgia DOT, Regional Traffic Operations Program 2 (RTOP), Atlanta region, GA (Project Engineer)

The overall goal of the Regional Traffic Operations Program 2 (RTOP 2) is to actively manage more than 400 traffic signals along significant corridors in the Metro Atlanta area. Kimley-Horn is creating and maintaining a detailed inventory of all signal equipment in the field; performing standard and advanced signal timing; troubleshooting and repairing field hardware; performing routine preventative maintenance; installing new signal and ITS equipment as needed to benefit the operations and management of the systems; upgrading software to TACTICS; integrating the corridors into a regional TACTICS server; and actively managing the corridor both in the field and from central. The project includes 10 full-time corridor managers who are dedicated to specific routes, a number of signal technicians, and a signal contractor. Performance measures are collected on a regular basis and include equipment failures, equipment repairs, proactive identification of malfunctions, throughput, and travel time/delay studies. Through this project, Kimley-Horn has assisted GDOT in the field testing of emerging ITS technologies and products. Some of these technologies and products include wireless broadband Ethernet, 4G cellular modems, advanced Uninterruptable Power Supplies, IP CCTV cameras, wireless and radar vehicular detection, and Bluetooth and WiFi travel time readers.

Perimeter Community Improvement Districts, Perimeter Traffic Operations Program (PTOP), Dunwoody, GA (Project Engineer)

Kimley-Horn actively manages the arterial traffic flow into, out of, and within the business district. Our team will work closely with surrounding regionally significant corridors to efficiently move traffic while managing the needs of all users of the system. Our scope also includes timing maintenance reviews of the system, repairing and upgrading signal equipment, providing base timings, making system recommendations, developing operational strategies, and actively monitoring the system both on the ground and remotely.

Jackie Kawa PE

Signal Timing Implementation & Adjustment

Kimley»Horn

Jackie has 3 years of experience analyzing traffic data, performing traffic operational analyses, developing signal timing plans, corridor studies, and serving as a Traffic Operations Engineer within a Traffic Operations Center (TOC). As the Traffic Operations Engineer for Macomb County Department of Roads, she coordinated the daily traffic engineering responsibilities and operations of the TOC; monitored ITS devices; provided traffic engineering support for incidents and special events, and effectively coordinated and updated other departments. In addition to her traffic operations and engineering experience she was greatly involved in creating and developing standard operations procedures for the Macomb County TOC. Jackie has extensive experience using TACTICS to actively manage traffic operations as well as integrating corridors into a regional TACTICS server. Jackie is a skilled professional who knows how to develop and implement innovative protocols and procedures.

EDUCATION

MS, Transportation Engineering, Wayne State University, 2011

BS, Civil Engineering, Western Michigan University, 2009

REGISTRATIONS

Professional Engineer, Michigan

PROJECT EXPERIENCE

Metropolitan Area Signal System Optimization, Phase VIII and IX, Grand Rapids, MI (Project Analyst)

Kimley-Horn is the prime consultant developing and implementing coordinated signal timings for 92 signalized intersections along four major corridors and throughout the City of Grand Rapids during peak hour and off-peak traffic conditions. Tasks included data collection, existing conditions analysis, and timing plan development. One of the corridors, Division Avenue, is implemented with TSP. Additionally, emergency timing plans are being developed for over 100 intersections within the city.

Michigan DOT, As-Needed Traffic and Safety Services (2013), Statewide, MI (Project Analyst)

Kimley-Horn has been privileged to work with MDOT to perform traffic operations services on an as-needed basis. To date, Kimley-Horn has provided services along three MDOT corridors: M-3 (Gratiot Avenue) in Macomb County, the M-21/M-51 network in Shiawassee County, and the I-69 BL corridor in the Frandor area of Lansing. The main goal of these tasks is to provide updated signal timing plans for the corridors. In the case of Shiawassee County, the assignment also includes developing a plan for when to run coordination versus free operation.

Georgia DOT, Regional Traffic Operations Program 2 (RTOP), Atlanta region, GA (Project Analyst)

The overall goal of the Regional Traffic Operations Program 2 (RTOP 2) is to actively manage more than 400 traffic signals along significant corridors in the Metro Atlanta area. Kimley-Horn is creating and maintaining a detailed inventory of all signal equipment in the field; performing standard and advanced signal timing; troubleshooting and repairing field hardware; performing routine preventative maintenance; installing new signal and ITS equipment as needed to benefit the operations and management of the systems; upgrading software to TACTICS; integrating the corridors into a regional TACTICS server; and actively managing the corridor both in the field and from central. The project includes 10 full-time corridor managers who are dedicated to specific routes, a number of signal technicians, and a signal contractor. Performance measures are collected on a regular basis and include equipment failures, equipment repairs, proactive identification of malfunctions, throughput, and travel time/delay studies. Through this project, Kimley-Horn has assisted GDOT in the field testing of emerging ITS technologies and products. Some of these technologies and products include wireless broadband Ethernet, 4G cellular modems, advanced Uninterruptable Power Supplies, IP CCTV cameras, wireless and radar vehicular detection, and Bluetooth and WiFi travel time readers.

Alvin James PE

Signal Timing Implementation & Adjustment

Kimley»Horn

Alvin James, P.E. of Kimley-Horn has 11 years of professional traffic engineering experience and has served as project manager, task manager, and in lead design roles on multiple projects, with a focus on signalized intersections, advanced signal systems, traffic signal designs, transportation analyses, and intelligent transportation systems. With an expansive knowledge of advanced signal systems, Alvin is very passionate about signal timing optimization and signal system operations, having timed over 500 signals throughout the southeast on primarily 170, 2070, and NEMA platforms. Alvin most recently has been involved with signal timing, maintenance review, and database conversion projects for the Georgia Department of Transportation. These projects included traffic signal timing services, operational analyses, signal equipment maintenance operations, and database development for over 300 signalized intersections.

EDUCATION

MS, Civil Engineering, Georgia Institute of Technology, 2004

BS, Civil Engineering, Georgia Institute of Technology, 2001

REGISTRATIONS

Professional Engineer in Georgia and South Carolina

IMSA certified Traffic Control Safety Technician

IMSA certified Traffic Signal Technician, Levels I and II

PROJECT EXPERIENCE

Central Atlanta Progress / Atlanta Downtown Improvement District, West Peachtree Place Two-Way Conversion, Atlanta, GA (Project Engineer)

Kimley-Horn provided traffic analysis, signing and marking plans, and traffic signal design for this project ,which involved the conversion of West Peachtree Place in Downtown Atlanta from a one-way to a two-way facility. The project included modification of four existing traffic signals, reconfiguration of existing on-street parking, reconstruction of sub-standard curb ramps, and installation of wireless traffic signal communication equipment. The improvements will benefit mobility in the emerging Allen Plaza are of Downtown, and the upgraded traffic signals will become part of the area's overall wireless network.

Walton Way Signal Modernization, Augusta, GA (Project Engineer)

Kimley-Horn designed traffic signal upgrades at 12 intersections along the Walton Way corridor. The designs included replacing the existing span wire installations with decorative mast arms, upgrading cabinet and controller equipment, and upgrading pedestrian infrastructure, all within an historic, gateway corridor with multiple design constraints. Fiber optic interconnect and Advanced Traffic Management System (ATMS) elements was also designed for the 3- mile corridor. Kimley-Horn also performed a detailed corridor analysis to determine operational and safety improvements along Walton Way, which included intersection and corridor capacity analyses, roundabout feasibility studies, crash data analysis and mitigation recommendations, operational/safety improvement recommendations, and the development of a road diet concept along the corridor to mitigate rear end collisions and provide enhanced pedestrian and bicycle facilities. The project also included performing a detailed cost estimate for all of the design elements, DDH tree evaluations along the corridor, and lighting design along the entire corridor to help improve vehicular, pedestrian, and bicyclist safety.

Traffic Signal Timing Plans, Charleston, SC (Project Engineer)

Kimley-Horn provided traffic engineering services for the City of Charleston to evaluate traffic signal operations for seven arterial corridors. This project included the development and implementation of optimized signal timing plans for 74 signalized intersections during the peak hours, midday, weekend, and holiday traffic conditions in Charleston. The outcome of this project included reduced unnecessary vehicle stops and delays from inefficient signal system timings. In addition, an evacuation plan was developed for hurricane and emergency evacuation routes.

Jennifer T. Bihl PE, PTOE

Signal Timing Development & Simulation

BIHL ENGINEERING

Jennifer has over 15 years of experience in traffic and transportation engineering specializing in corridor studies, intersection and roadway analyses, parking analyses, and traffic signals. Her experience ranges from analyses of single parcels to transportation related services for existing communities and redevelopment areas. Additionally, she has completed numerous parking studies determining the operations and most efficient use of parking areas. She helps clients identify appropriate access locations along a corridor to optimize the operations of the transportation system. Regardless of the services provided, Jennifer works closely with state and local agencies and understands the coordination and communication required for successful projects.

EDUCATION

BS Civil Engineering, Civil Engineering, Clemson University, 1999

MS Civil Engineering, Clemson University, 200

REGISTRATIONS

Certified Professional Traffic Operations Engineer

IMSA Zone Safety, Traffic Signal Level I and Traffic Signal Level II – Field Certified

Professional Engineer: #25271, State of South Carolina

LEED Accredited Professional

PROJECT EXPERIENCE

SCDOT Traffic Signal and Systems Engineering Services, Various locations, SC (Project Engineer)

A subconsultant to multiple teams for task orders under this contract to improve signal systems throughout the state. Tasks will include signal timing upgrades, fine tuning in the field, as well as signal design upgrades.

We are currently assisting the Kimley-Horn and Associates, Inc. team with the I-526 Retiming Project (Glenn McConnell) which includes intersections along Glenn McConnell Parkway, Paul Cantrell Blvd. and SC 61. Tasks include: data collection and inventory, signal design review, signal timing review, and implementation of signal timings.

At her previous firm, under the previous contract, task orders included improvements to signal systems in the following locations City of Beaufort, Spartanburg County, and Lexington County. Tasks included signal timing upgrades, fine tuning in the field, as well as signal design upgrades.

US 278 Traffic Responsive System, Beaufort County, South Carolina (Project Engineer)

Project Engineer assisting in the preparation of system plans and signal timing to provide traffic responsive signal timing along the US 278 corridor in Beaufort County. The project includes traffic responsive system plans, 16 unique timing plans (including beach in, beach out, and evacuation plans), traffic responsive parameters and database development; database testing; field implementation; and fine tuning.

TWO #2 Updates to Signal Subsystems 2 and 3, Hilton Head Island, SC (Project Engineer)

As part of TWO #2 for the prime consultant ICE, Bihl Engineering assisted the Town in the incorporation of parameters for the addition of signals into subsystems 2 and 3. The systems were analyzed in Synchro and offset timings for each plan of each subsystem were recommended.

Mark Boivin

Traffic Data

Mark has 10 years of experience in the traffic data collection field. He began his career as a one person office taking care of quoting projects, collecting and processing field data and sending out invoices for completed projects. As the office grew, additional staff was hired to complete field work and administrative tasks. He now manages the office he built and is also a member of Georgia Section ITE, where he serves as chairman of the annual golf tournament in July.

EDUCATION

BS, Health and Physical Education, University of Georgia, 1993

PROJECT EXPERIENCE

RPM, Nashville, TN (Project Manager)
All Traffic Data collected AM-PM TMC'S at 66 locations in the downtown area of Nashville TN. This project was took ATD one week of field data collection and one more to process and deliver data to the client. Data was delivered in two form to the client. PDF files and excel files were delivered for all 66 locations. This project was done early in 2014.

CDM Smith, Nashville, TN (Project Manager)
All Traffic Data Collected AM-PM TMC'S at 40 locations in Nashville TN.

Neal Schaffer, Brentwood, TN (Project Manager)
33 TMC'S were collected for the Brentwood TN project. These counts were for a timing project. All Traffic Data was able to collect all of these on one day. For timing that is important for being about to make sure traffic is the same.

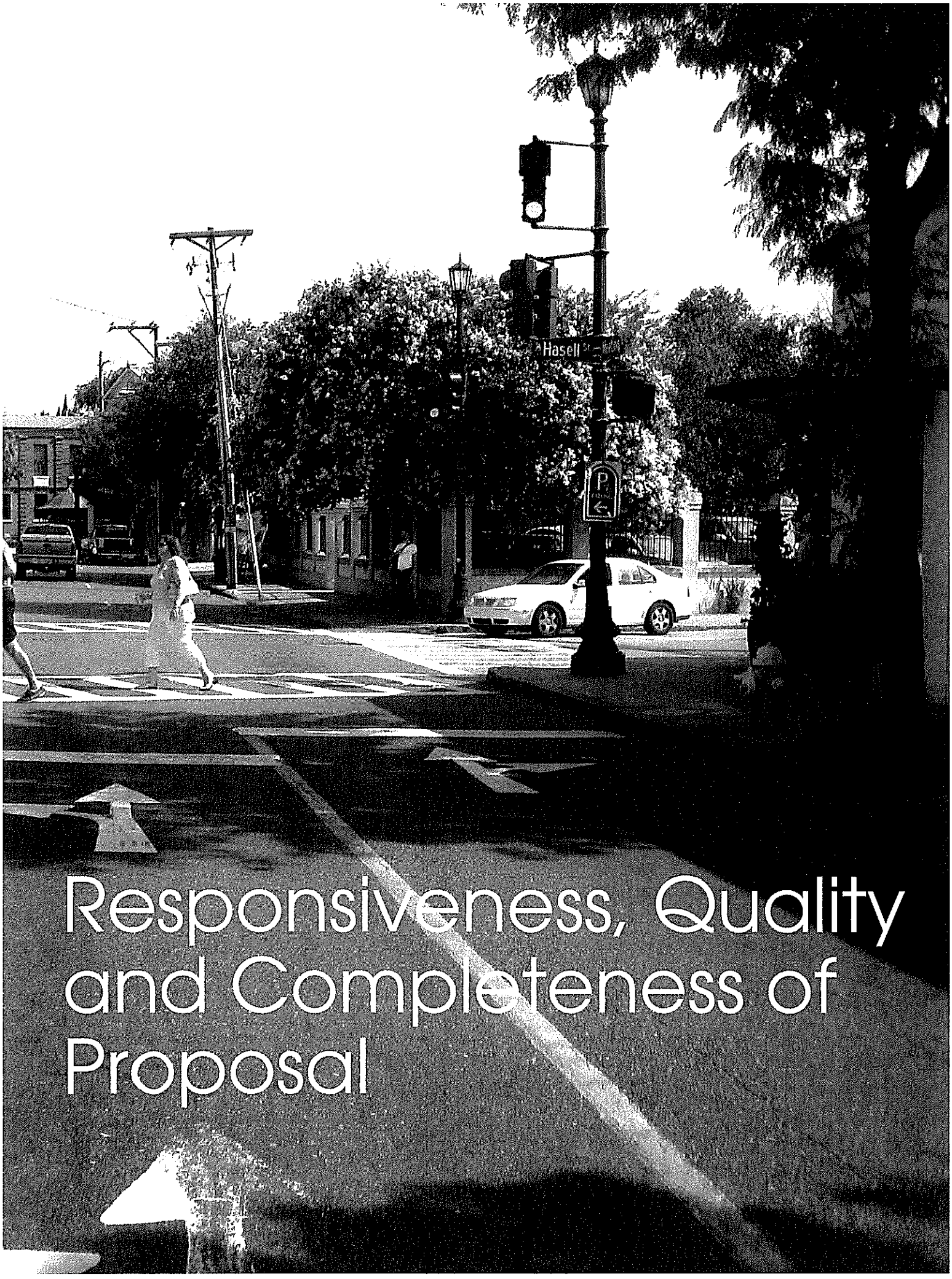
RTOP, Arcadis, Metro Atlanta (Project Manager)

MTOP, Jacobs Engineering, Metro Atlanta (Project Manager)

I-85 Managed Lanes – HNTB – Metro Atlanta (Project Manager)

Revive 285 & SR 400, Arcadis, Metro Atlanta (Project Manager)

GDOT Statewide Timing, URS, State of Georgia (Project Manager)



Responsiveness, Quality and Completeness of Proposal

Responsiveness, Quality and Completeness of Proposal

Our commitment to doing things right is evident in everything we do, from professional excellence in our project work to taking responsibility for projects within our communities. We focus on delivering comprehensive services, recognizing that true value is measured in adaptability to need, comprehensiveness, and quality of service delivery. Highlights of our team include:

A successful track record for providing quality deliverables and service. We hold ourselves to an exceptionally high standard of professional excellence. We have established effective quality assurance and quality control (QA/QC) protocols that are implemented on all of our projects. Through years of hands-on experience assisting our clients, our QA/QC protocols have been "battle tested" and proven to be highly effective. Our work is routinely subject to third-party, regulatory review and we consistently achieve approval and compliance in our deliverables.

Qualified, trusted, and reliable partner. With over 15,000 people in over 250 offices, we have the expertise and capacity to ensure your project comes in on time and on budget. We will successfully deliver each assignment at or below established budgets and consistently meet project deadlines. We hold all necessary qualifications and insurance for this contract.

Timeliness. We can help you plot out a realistic and cost-effective project plan. We understand the importance of timelines and quality; therefore, we will work closely with you to determine key project milestones and then adjust our schedule to meet those milestones.

Responsiveness. We've assembled a team of professional staff who are local and responsive to your needs. As we have shown, we will work with you until the process is complete. Then we will make the resulting information available to others in a timely manner to avoid project delays.

Proven experience. Our team's project experience, as outlined in this response, provides a strong sample of local projects where we have completed similar tasks and produced a quality product suited to individual needs. As demonstrated, our team has the expertise and experience to carry out the work required and continues to expand on this knowledge base through training, conferences, and research opportunities.

All of the required forms and affidavits are located on the following pages.

How does Stantec stack up?

Our county, city, and SCDOT clients routinely express appreciation of our team's consistent availability and thoroughness; and we consistently exceed SCDOT's expectations. In fact, four SCDOT projects received perfect scores in every category for the October 2015 period. There's no doubt we'll be able to provide you with quality services under this contract.

SCDOT Performance Criteria	Stantec's Average Score*
Meets Schedule Milestones	4.5
Work Quality	4.5
Responsiveness	4.6
Budget Adherence	4.2
Contract Modifications	4.5
DBE Utilization	4.1
SCDOT Satisfaction	4.5

** On all Active (15) Projects – October 2015*

5.0 - Consistently Exceeds Expectations
4.0 - Occasionally Exceeds Expectations
3.0 - Meets Expectations
2.0 - Occasionally Fails to Meet Expectations
1.0 - Consistently Fails to Meet Expectations

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, Suite 3500, 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, Suite 3500, 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: Stantec Consulting Services Inc.

Signature

Dec 1, 2015
Date

Richard A. Day, PE, PTOE
Print Name

Senior Principal
Title

Witness

AFFIDAVIT A
Page 1 of 2

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

Affidavit of Stantec Consulting Services 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.
- [ ] 6. Provided MWBE assistance with getting 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.)***
- [ ] 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- [ ] 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- [ ] 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- [ ] 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

Date: Dec. 1, 2015 Name of Authorized Officer (Print/Type): Richard A. Day, PE, PTOE

Signature: Richard A. Day

Title: Senior Principal

AFFIDAVIT A

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

(Use as many sheets as necessary)

I, Richard A. Day, PE, PTOE, 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 Bihl Engineering, LLC, Jennifer T. Bihl, PE	**Minority Firm Address** P.O. Box 31318, Charleston, SC 29417
Minority Firm Telephone Number (843) 637-9187 **Minority Firm Fax Number** N/A **DBE Certification Number** 201200	**Minority Group Type** ☐ (African American) ☒ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact All Traffic Data, Mark Boivin	**Minority Firm Address** 9660 W. 44th Avenue, Wheat Ridge, CO 80033
Minority Firm Telephone Number (404) 374-1283 **Minority Firm Fax Number** (303) 278-2681 **DBE Certification Number** 541614	**Minority Group Type** ☐ (African American) ☒ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number ____ **Minority Firm Fax Number** ____ **DBE Certification Number** ____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

Date: Dec. 1, 2015 Name of Authorized Officer (Print/Type): Richard A. Day, PE, PTOE

Sworn to before me this 1ST day of DECEMBER, 2015.

Notary Public for the State of SOUTH CAROLINA

My Commission Expires: 4/3/18

Print Name: JUSTIN TYE

Phone Number: (843) 740-6347

Address: 4969 CENTRE POINTE DRIVE, SUITE 200
NORTH CHARLESTON, SC 29445

Signature: Richard A. Day

Title: Senior Principal

Notary Seal:

JUSTIN TYE
COM. EXP.
NOTARY
PUBLIC
04-03-2018
SOUTH CAROLINA

AFFIDAVIT B

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

Affidavit of Stantec Consulting Services Inc. (Name of Bidder). I hereby certify that on the Traffic Signal Retiming Project Solicitation No. 15-P040R (Project Name), Total Project Amount $ See cost proposal

I will make a good faith effort to expend a minimum of 20 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Jennifer Bihl, PE (843) 637-9187	W	Traffic Engineering	$48,890 00
Mark Boivin (404) 374-1283	W	Traffic Data Collection	$146,671 00
			$
			$
			$
			$
			$

Total MBE Participation: 20 % $ 195,561 00

* 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: Dec. 1, 2015 Name of Authorized Officer (Print/Type): Richard A. Day, PE, PTOE

Signature: Richard A. Day

Title: Senior Principal

Sworn to before me this 1ST day of DECEMBER, 2015

My Commission Expires: 4/3/18

Print Name: JUSTIN TYE

Phone Number: (843) 740-6347

Address: 4969 CENTRE POINTE DRIVE, SUITE 200
NORTH CHARLESTON, SC 29445

Notary Public for the State of SOUTH CAROLINA

Notary Seal:

JUSTIN TYE
COM. EXP.
NOTARY
PUBLIC
04-03-2018
SOUTH CAROLINA

The City of Charlestoı
Procurement Divisioı
75 Calhoun Street, Ste. 350(
Charleston, South Carolina 2940
P) 843-724-7312 F) 843-720-387
www.charleston-sc.go

Proposal Number: 15-P040R	**Proposals will be received until:** December 15, 2015 @ 12:00pm
Proposal Title: Traffic Signal Retiming Project **Non-Mandatory Pre-Proposal:** November 30, 2015 @ 2:30 at 75 Calhoun St., Ste. 3403	
Mailing Date: November 21, 2015	**Direct Inquiries to:** Robin B. Robinson, Senior Buyer
Vendor Name: Stantec Consulting Services Inc.	**FEIN/SS#:** 11-2167170
Vendor Address: 4969 Centre Pointe Drive Suite 200	
City – State – Zip: North Charleston SC US 29418-6952	
Telephone Number: (843) 740-7705	**Fax Number:** (843) 740-7707
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: Richard A Dg	**Title:** Senior Principal
Date: Dec 1, 2015	

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 December 1, 2015.** Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

Proposal Number: 15-P040R	**Proposals will be received until:** December 15, 2015 @ 12:00pm
Proposal Title: Traffic Signal Retiming Project **Non-Mandatory Pre-Proposal:** November 30, 2015 @ 2:30 at 75 Calhoun St., Ste. 3403	
Mailing Date: November 21, 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.

Stantec Consulting Services inc. Company Name As registered with the IRS	Richard A Day Authorized Signature
4969 Centre Pointe Drive Suite 200 Correspondence Address	Richard A. Day, PE, PTOE Printed Name
North Charleston SC US 29418-6952 City, State, Zip	Senior Principal Title
rick.day@stantec.com Email	(843) 740-7705 Telephone Number/Toll Free Also (If Available)
13980 Collections Center Drive Remittance Address	(843) 740-7707 Fax Number
Chicago, IL 60693 City, State, Zip	12/1/2016 Date
11-2167170 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.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/01/2015

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

AON REED STENHOUSE INC.
AON RISK SERVICES CENTRAL, INC.
900 - 10025 - 102A AVENUE
EDMONTON, AB T5J 0Y2

CONTACT NAME: ANDREA OTTO
PHONE (A/C, No, Ext): 1-952-807-0679 FAX (A/C, No): 1-312-381-6608
E-MAIL ADDRESS: ANDREA.OTTO@AON.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535
INSURER B: SENTRY INSURANCE A MUTUAL COMPANY	24988
INSURER C: ZURICH INSURANCE COMPANY	
INSURER D: SENTRY INSURANCE A MUTUAL COMPANY	24988
INSURER E:	
INSURER F:	

INSURED

STANTEC CONSULTING SERVICES INC.
4969 CENTRE PT. DRIVE SUITE 200
NORTH CHARLESTON SC 29418

COVERAGES CERTIFICATE NUMBER: 255 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 SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			GLO5415704	05/01/15	05/01/16	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
	X CONTRACTUAL/CROSS LIABILITY			XCU COVER INCLUDED			PERSONAL & ADV INJURY	$ 2,000,000
	X OWNERS & CONTRACTORS PROTECTIVE						GENERAL AGGREGATE	$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY X PROJECT X LOC							$
B	AUTOMOBILE LIABILITY			90-17043-08	05/01/15	05/01/16	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			8831307	05/01/15	05/01/16	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE			EXCESS GENERAL, AUTO AND EMPLOYERS LIABILITY (FOLLOW FORM)			AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			90-17043-06	05/01/15	05/01/16	X WC STATUTORY LIMITS / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CHARLESTON, SC.

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

CANCELLATION

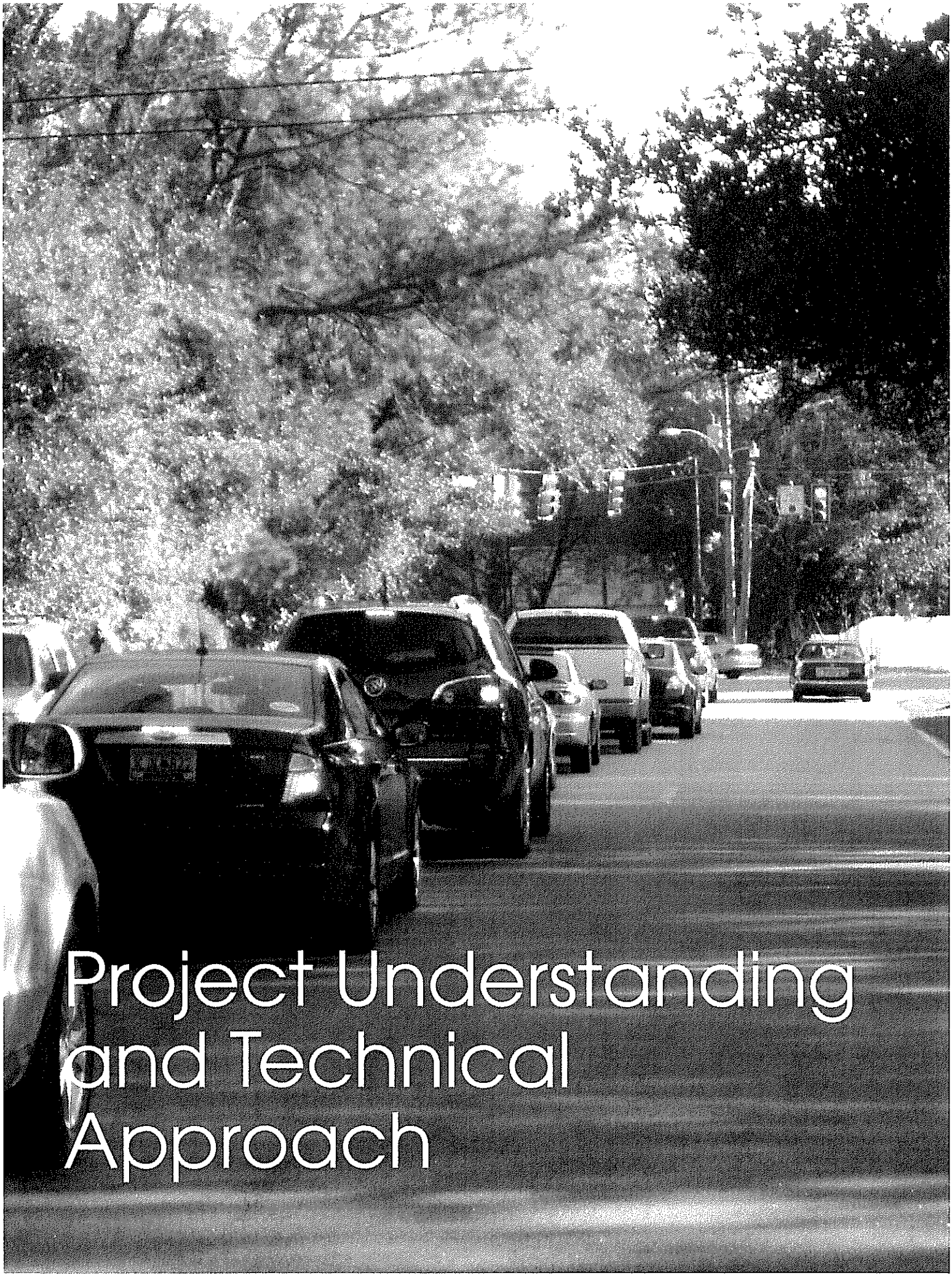
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andrea R. Otto

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD



Project Understanding and Technical Approach

Project Understanding and Technical Approach

The Stantec team has an unparalleled understanding of the existing traffic signal infrastructure in the City of Charleston as many of our team members worked on the last retiming project for the city. The team has several active and recently completed traffic signal projects in the city, including the ongoing timing project along SC 61 and the rebuild of seven traffic signals along Meeting Street.

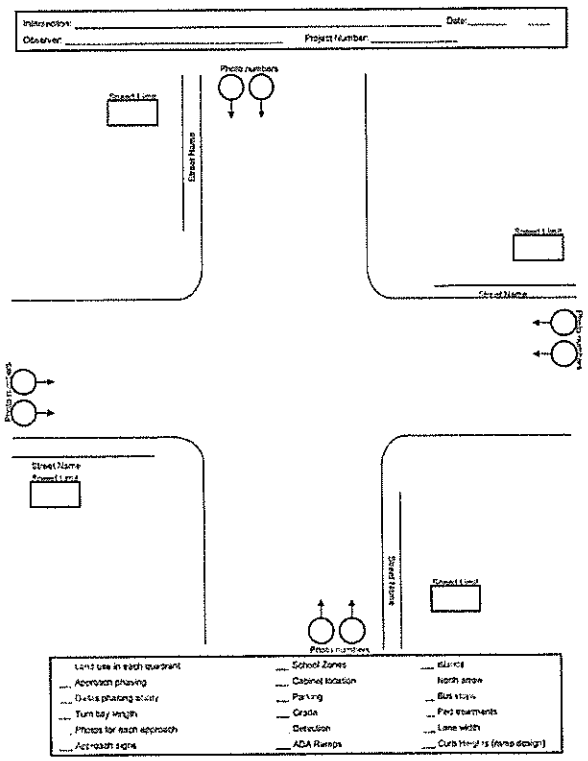
Our approach to the project is based on years of experience and the thousands of signal timing plans we've developed throughout South Carolina and across the country. We understand that signal timing is a complex process that takes engineering judgment and an understanding of the traffic patterns along a corridor or gird to maximize the efficiency of the traffic signal system. Every signal timing project is unique, and it takes a combination of office work and high concentration of field work to develop signal timings that work for a corridor.

We concur with the list of scope items identified by the city in the RFP, and the following section provides a discussion of the proposed scope of work and our proposed opinions on how to best accomplish the project objectives within the proposed time-frame.

Task 1 - Planning and Data Acquisition

In developing signal timing plans, it is critical for the engineer to spend time in the field to understand traffic patterns in the area, observe the intersections operating, and best determine where and when to have data collected. Understanding the corridor characteristics to identify the best location for 24-hour counts to be collected, as well as identify any additional information that may need to be collected during manual turn counts such as maximum queue lengths, pedestrian impacts, or extensive right-turn on red movements are all vital to the project success. Upon the city's approval of our collection locations, the Stantec team will collect mid-block directional tube counts to determine the Average Daily Traffic (ADT) and thus, each system's peak hours of volume. The ADTs will also be used to create a proposed Time of Day (TOD) schedule for each system and determine when Turning Movement Counts (TMCs) should be collected for each signal.

Once 24-hour count data have been collected and peak hours identified, turning movement volume data collection, engineers can conducted detailed site visits to collect intersection information for model development while turning movement count data and travel time run data are collected. Engineers will be looking at existing geometrics and how geometric changes can improve overall intersection operation. Engineers will also be looking for any issues with accessibility at intersections, as well as pertinent geometry to use in clearance interval calculations and queue studies. We will perform field visits for each intersection to inventory the existing geometry and signal equipment.



Intersection observations will take place during peak hours as well as off peak hours. During peak hours, our engineers will be looking for operational issues and locations where queues are building and green time is not being fully utilized. During off peak observations, it is safer for our engineers to be taking measurements and photographs, as well as observe how the intersections operate under lower traffic volumes – giving us the opportunity to see how lane usage may be modified and if geometric changes are needed or if changes to timing or lane use by time of day will be an effective tool.

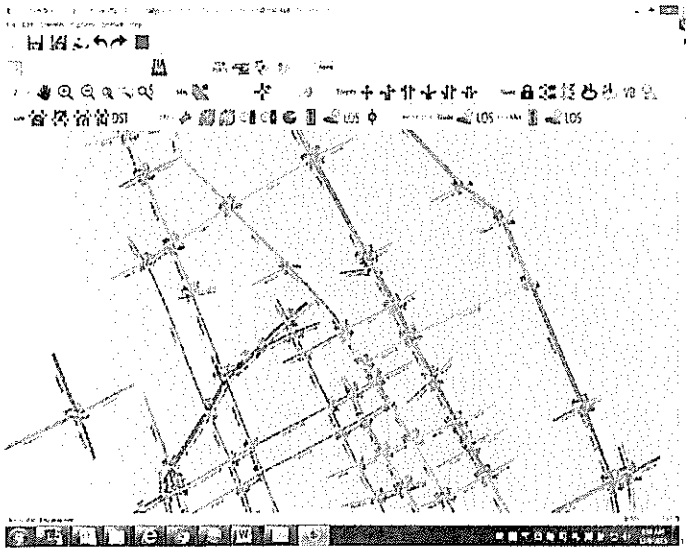
Task 1 Deliverables

The Stantec team will submit a memorandum for each system including following information:

- The system's existing conditions, as well as any observed equipment upgrades necessary
- Traffic count data to include all ADT and TMC data collected within the system

Task 2 - Before and After Study

A true and unbiased comparison of the corridor travel times before and after the signal timing improvements will allow the city to quantify the benefit and value of the project. Through optimized signal timings, the traveling public will experience increases to their productivity, lower emissions, reduced fuel consumption, and increases in quality of life. The Stantec team will collect before travel times preceding any modifications to the intersection's geometry or timings. These travel times will then be collected again once the new timings have been implemented and fine-tuned, for comparison. All travel time runs will be independently collected by our sub-consultant



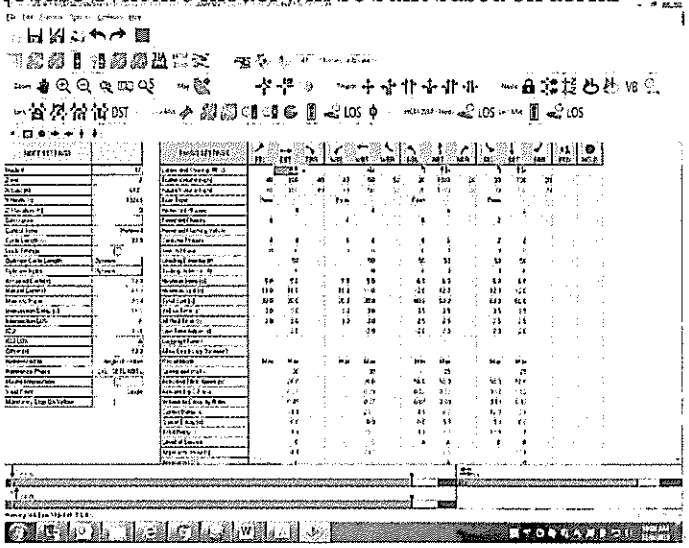
All Traffic Data, to ensure unbiased and consistent results. We propose to use Bluetooth-sensor technology to measure travel times before and after the improvements, which will give us numerous data points throughout several days for each of the time plans.

Once both the before and after data has been collected, the before data will be compared to the after data. This comparison will analyze such measures of effectiveness as; travel speed, number of stops along the system, and overall travel time. The data will then be reduced, formatted, and evaluated to be submitted in the final report under Task 6.

Task 3 - The Development, Evaluation, and Simulation of Signal Timing Plans

The traffic volume data collected will be scrutinized for any variations from what was observed by the engineer during the site visit. For instance, it is critical to identify if the volumes collected at an approach to an intersection are the true demand for the movement or just that portion of a long queue that is able to make it through the intersection due to existing timing parameters.

A base Synchro model will be built based on aerial

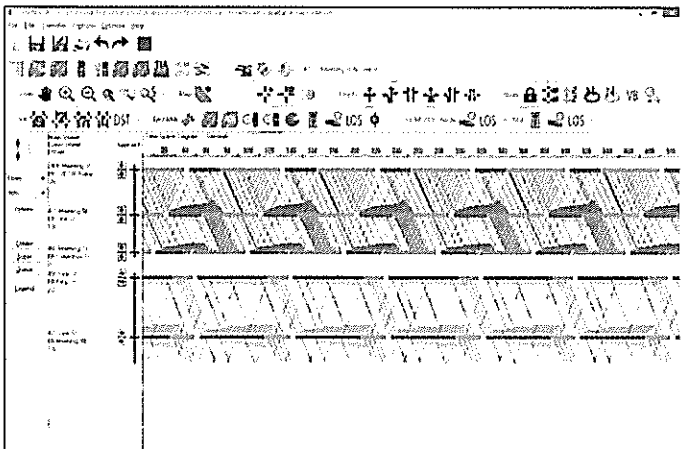


maps of the region. All geometric data will be entered into this base model, as well as intersection timing and phasing to create accurate models of existing operation along the project corridors. The models of existing timing conditions will be carefully calibrated so that the model accurately represents current conditions. Model calibration will take into effect the delays and

queues observed in the field, as well as travel time data collected.

This task will also scrutinize the traffic volume data changes from one intersection to the next. It is important that the volumes are balanced within an acceptable value. There are many factors to consider when verifying the traffic volume differences between intersections, including the distance between intersections, the number of access points between intersections, and any major traffic generators between intersections.

This task will also include any additional timing parameter development required including calculating vehicle clearance times and pedestrian clearance



times as needed. This will also include reviewing crash data provided by the city to determine if there are any crashes that may be mitigated by phasing adjustments. All intersections will be evaluated and the proper phasing will be established at this step in the process.

The Stantec team will develop a model for each corridor within the study limits using Synchro. We also will develop recommended system boundaries and cycle lengths for each system's peak periods using Synchro, local knowledge gained during the field observations, as well as guidelines and preferences adopted by the City of Charleston and SCDOT. Based on the directional count data, TOD schedules will be finalized for each signal subsystem.

Local controller settings will be developed using the city's and SCDOT guidelines. The team will develop a local controller settings spreadsheet for each system, which is set-up to enable a second signal timer to quickly review and then summarize the recommendations for our clients in an easy to read color coded spreadsheet.

A minimum of seven (7) timing plans will be created for each subsystem. Additional plans will also be created where necessary to accommodate special events such as Spoleto, Cooper River Bridge Run, and any required hurricane evacuation plans on predetermined evacuation routes. The Stantec team will calculate a signal's splits, offsets, and phase sequences for each timing plan. Experience plays a critical role in this portion of the project. Today's signal timing software has made it easy for consultants to hit an 'optimize' button to produce a paint-by-numbers solution that appears to solve any existing traffic problem. In actuality, these automated plans provide only a partial solution at best. Timing experience, expectations of field conditions, and client expectations are critical to the development of successful signal timings.

Each phase's determined split time within the cycle is dependent on many factors. Volume of that movement during the peak, lane geometry of that movement, volume of opposing movements, etc. Knowing where to add extra split time or where to take some time away is not a calculation but a learned skill that the Stantec team excels at.

Offsets for each timing plan will be determined based on the traffic flow along the corridor for the given peak period.

Phasing sequences may need to be modified to allow for the most efficient timings to be implemented. Lead/Lag operation, possibly by time of day, in some instances is a relatively simple way to increase the progression along the system.

Flashing Yellow Arrows (FYA) have been proven to provide substantial operational benefit in some applications. The Stantec team has significant experience identifying potential FYA locations, implementing FYA equipment and timings, and understanding the capabilities of an intersection with FYA's in operation.

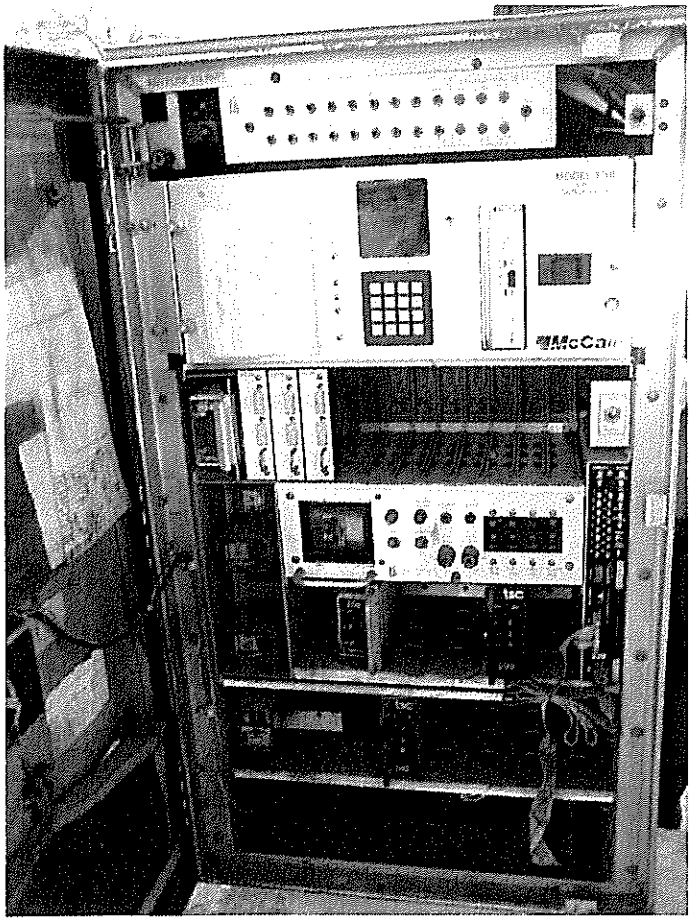
Once the engineer has reviewed all of the timing plans and feels they are the best possible for the corridor, the timing plans will then be reviewed by another senior timing engineer. This is one of the many critical quality assurance/quality control reviews that will take place throughout this project. Upon completion of the QA/

QC review and addressing any questions or issues of the reviewer, the Project Manager will prepare a technical memorandum detailing the new timing plans and present that technical memorandum to the city engineering staff.

Task 3 Deliverables

Three copies, for each subsystem, of the proposed timing plans will be submitted to the city prior to the databases being tested. This submittal will allow for any concerns from the city to be discussed and approval of the timings to be given. Each report will include the following:

- A preliminary timing comparison of the existing versus proposed TOD schedule, progression, and cycle lengths;
- Any system operational improvement recommendations, including lead/lag and FYA operations;
- Synchro reports for all of the subsystem's proposed timing plans; and
- Proposed implementation schedule and method, as well as fine-tuning schedule and method.



Upon approval of a subsystem's proposed timing submittal, the database for that subsystem will be created, populated, and tested in house. While testing databases, a simple form per intersection is filled out so that all pertinent aspects of the database are verified and tested. Once testing is completed for the subsystem, that database as well as the testing sheets that accompanied it will be submitted to the city for review.

Task 4 – Implementation of Signal Timing Plans

The true test of signal timing development comes during field implementation. The timing plans that are developed in the previous tasks are a good starting point; however, all timing plans generated in the office will require additional tuning in the field to be truly efficient.

The Stantec team's approach to the field implementation process is comprehensive. We prefer to download timings at the local intersection to troubleshoot potential problems. However, when downloading from a Traffic Control Center (TCC), we will also have someone in the field at the intersection where the timings are implemented because signals can still malfunction for a number of reasons. The team has extensive experience allowing us to handle field issues quickly, reducing the workload of the city's traffic engineering staff during the implementation process. The list below summarizes the critical elements of our field implementation approach.

- For each subsystem a timing notebook will be created. This book will contain printouts of all timing related data that will be important to have accessible during the implementation and fine tuning process. Copies of clearance interval calculations, proposed TOD schedules, proposed splits per intersection per timing plan, and time space diagrams for each peak illustrating the corridors progression will be included.
- Implementation of the proposed signal timing plans begins with loading the newly developed database files to the field controllers. Correct operation of the new timing plans at each intersection will be verified from the field.
- The Stantec team will drive through the corridors multiple times during each peak period during this process. Our most experienced signal timing engineers are always paired with the staff members that developed the timing plans to ensure the systems' receive the most focused,

experienced attention possible.

- If deemed necessary by the city, a final drive-through with city staff can be scheduled to demonstrate the final timings, reconcile any minor issues, and obtain final buy-in.

For the Stantec team, the implementation and fine tuning of our signal timing plans is a great passion! We are thrilled to have this opportunity to solve those difficult signal timing puzzles in the City of Charleston – improving traffic flow for all residents.

Task 4 Deliverables:

A draft copy of the timing notebook will be submitted to the city for each subsystem. This notebook will provide the city a complete reference per system that contains all of that system's proposed timings.

Task 5 - Adjustments to Signal Timing Plans

Fine tuning of a signal system requires a lot of time and a lot of skill. Using our implemented proposed timings as the starting point, we will begin the fine tuning process. We will drive each peak several times in each direction, observe the operations of every signal, and determine if and what changes need to be made to accommodate real time volumes and traffic patterns. While computer modeling of traffic patterns provides a solid baseline for optimized timings, nothing replaces reading and reacting to actual traffic conditions. The Stantec team has unmatched experience with this process and will be a reliable and efficient source of technical knowledge during this critical phase.

Task 5 Deliverables:

The final timing notebook will be submitted to the city for each subsystem. In addition to containing all of the system's implemented timings, it will also contain notes of all of the changes made during the fine tuning process. This book will then be a finalized record of exactly what is in the field and will provide quick access to the timing data for city staff in the future.

Task 6 - Field Signal Timing Evaluation

Following implementation and fine tuning of the new timings, "after" improvement conditions will be analyzed by the Stantec team. Using the travel time data collected, comparisons of the before and after data for all the study corridors will illustrate the new timings impact on overall travel time, delay, stops, and fuel/emissions reductions statistics for each system.

The team has previously performed this analysis for numerous signal systems. Therefore, we understand how valuable it can be to accurately demonstrate and report the return on investment to the project's stakeholders.

Task 6 Deliverables:

A final memo demonstrating the effectiveness of the implemented signal timing will be prepared submitted to the city for review and approval. A memo containing key points of each system's effectiveness as well as the benefit to cost ratio will also be created. This summary memo will be formatted in such a way that it is easily presented and distributed to public officials.

Task 7 - Training

The Stantec team will provide city staff timing training as part of the traffic signal retiming project, which will include classroom training and field training. The classroom training will include training in the Synchro software and the field training will include hands-on experience in signal cabinets on implementation of signal timing.

Task 7 Deliverables:

The project team will prepare a document that will be a signal timing "user's guide" for the city. The document will include consideration of: development of signal timing plans, special event planning, timing optimization, field implementation and adjustment, traffic controller hardware/software (170 and 2070 ATC), signal timing plan evaluation, field work with the controller database, and fine tune timing plans.

Task 8 - Traffic Signal System Types Evaluations and Recommendations

The Stantec team has vast experience evaluating, designing, and implementing various traffic signal systems as part of timing projects across the country and in South Carolina. We are intimately familiar with all traffic signal systems, including closed loop systems, traffic responsive signal systems, and traffic adaptive signal systems.

As part of the evaluation of existing operations of different corridors and areas of the city, Stantec would identify whether corridors would best be served with a responsive traffic signal system – that reacts to existing conditions with preloaded signal plans, or an adaptive traffic signal system – that constantly reacts and adjusts to existing conditions throughout the day. Kimley-Horn is currently conducting a traffic responsive pilot program for SCDOT along SC 61 in the City of Charleston.

Once all the data is analyzed and tailored to each of the specific study corridors or areas of the city, Stantec

will provide a recommendation on the preferred type of traffic signal system control for each corridor or area.

Task 8 Deliverables:

The final report summary would include Stantec's recommendations for each of the corridors or areas of the city. The report will also provide necessary steps to implement all the recommendations and a cost estimate to achieve the recommended upgraded/new operations.

Task 9 - Traffic Signal Control Center Evaluations and Recommendations

The Stantec team has vast experience evaluating, operating, and staffing Traffic Management Centers (TMCs) around the Southeast – including for DOTs in South Carolina and North Carolina. Our experience includes developing TMC feasibility studies and the actual staffing and management of individual TMC operations in other states.

After evaluating existing operations of the City of Charleston Traffic Signal Control center, Stantec would identify key functions and areas of potential improvements for safe and efficient transportation management/traffic control. As part of past projects and recent studies, we have already investigated different innovative and state of the practice Transportation Management practices used in other states and accumulated knowledge on the latest technologies available in the changing world of traveler information.

The Stantec team would look to identify the main and/or critical corridors in the city's signal system that may need the most service and attention. We would investigate the best types of transportation and incident management devices that may be needed (i.e. traffic/incident detection, CCTV, DMS, etc.), and where they should be used; the proper communications network to install; and the type and amount of information that should available to and/or be provided to the motorists.

Once all the data is analyzed and tailored to City of Charleston specific transportation needs, Stantec will then recommend whether the city should consider upgrading the current control center or move towards a TMC, and whether it should be a standalone center or interconnected with SCDOT operations and other relevant agencies.

Task 9 Deliverables:

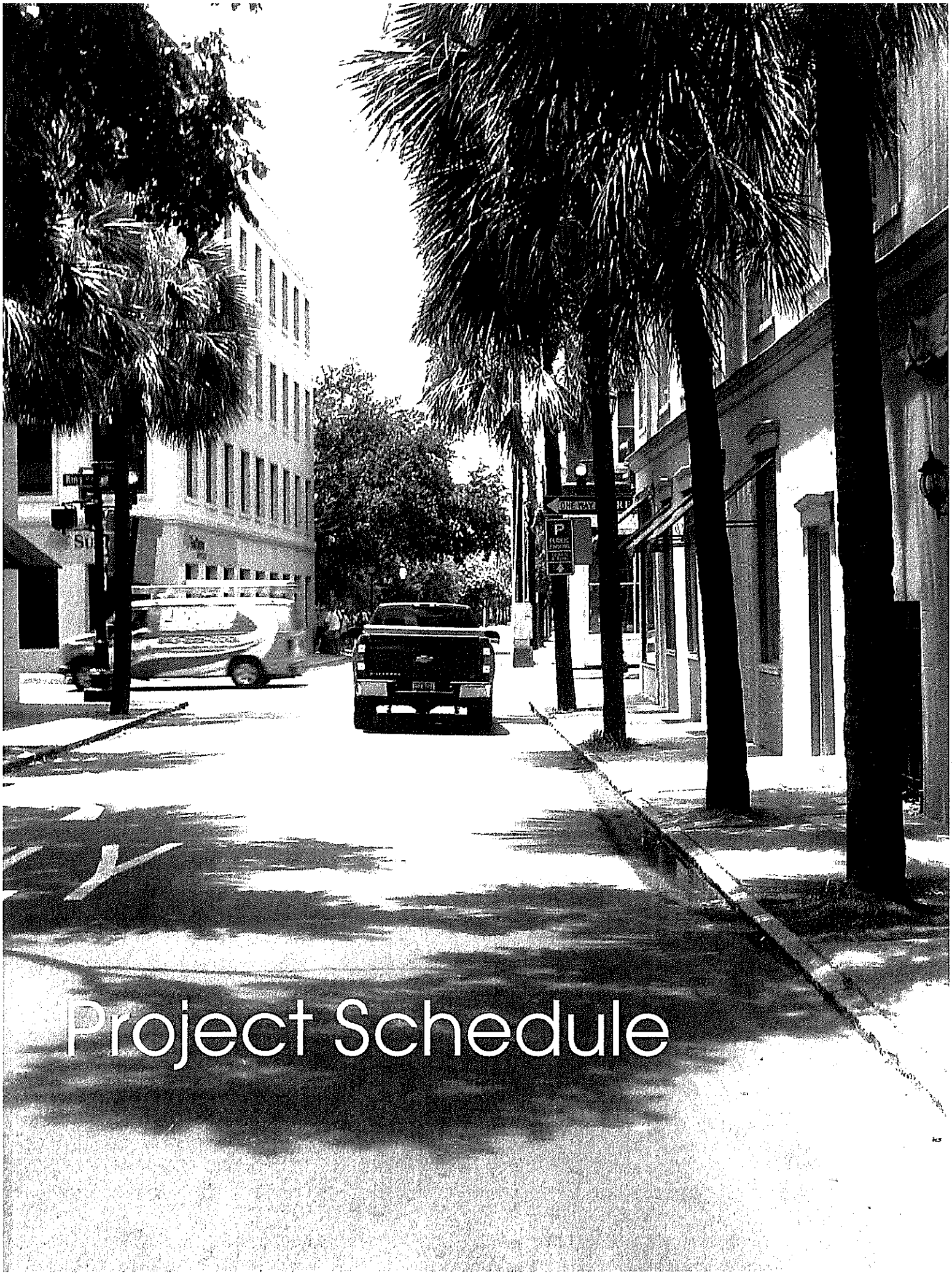
The final report summary would include all of Stantec's recommendations to help improve safety, mitigate congestion, enhance traveler information, and increase the efficiency of the city's transportation system. The report will also provide necessary steps to implement all the recommendations and a cost estimate to achieve the recommended upgraded/new operations.

Task 10 - Report

Upon completion of the fine-tuning efforts, a final report will be prepared summarizing the project tasks and documented improvements of the new timing plans. This will include a table that summarizes the before and after travel time run data, as well as comparison of delay, number of stops, speed, and total travel time through the corridor. Also included in this report will be information on any additional improvements that can be made to the project intersections to improve overall travel and operation such as minor geometric improvements, changes to lane use and pavement striping and other short and long-term solutions. This information will be provided to the city for their review and input. A final meeting will be held with the city and project manager to discuss the report and receive comments for incorporation into a final document.

Task 10 Deliverables:

- Final time-of-day schedule for all days of the week (including special events, hurricane, etc.)
- Discussion of the fine tuning adjustments
- Final optimized timing plans
- Final Synchro outputs
- Final Synchro time-space diagrams
- Final 170 and 2070 ATC controller database
- Before and after comparisons
- Recommended improvements
- Benefits from the updated traffic signal plans (quantification of various benefits)



Project Schedule

Project Schedule

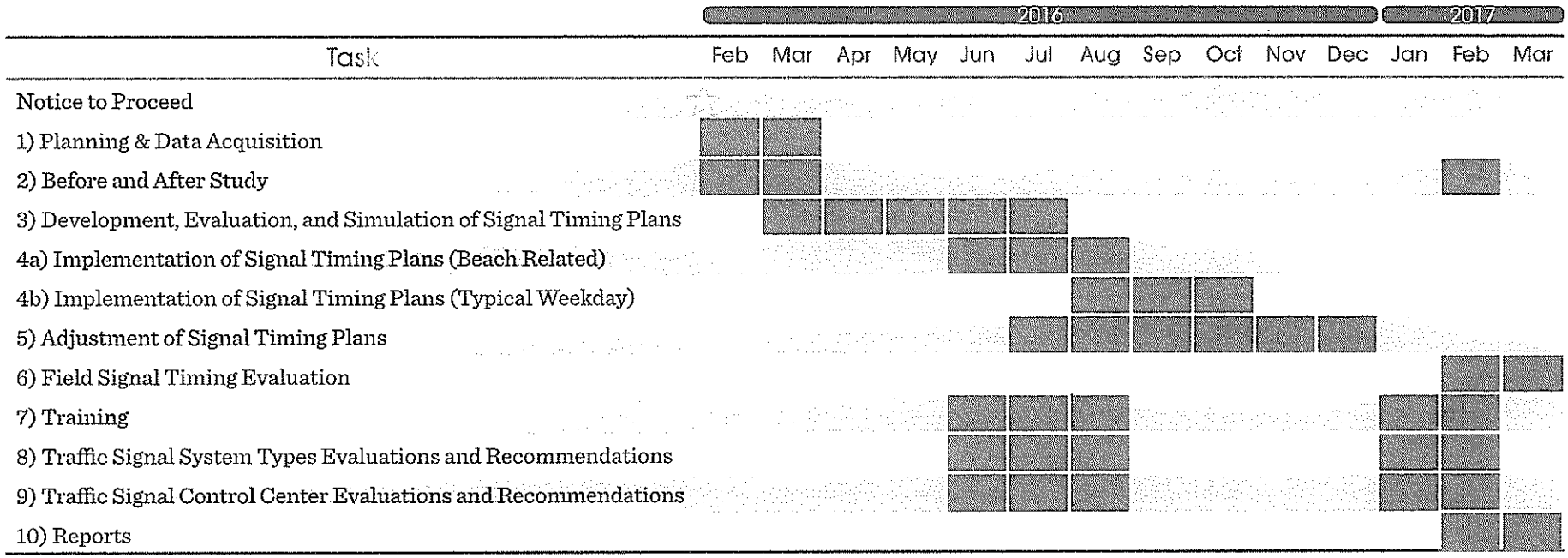
We created the proposed schedule on the following page based on our experience with signal retiming projects as well as the prior knowledge we have of the city gleaned from this team's work together on Charleston's previous retiming project.

Overall, we anticipate this project beginning in late January of early February of 2016 and concluding in March 2017, with an overall duration of 14 months. This schedule was developed with the shortest possible time frame, knowing there will be certain times of the year where "fine-tuning" of the signal time plans would not typically be allowed (summer months and holidays/special events). Naturally for corridors, like Folly Road, that have peak seasonal conditions, those would be "fine-tuned" during typical times, as well as its peak (summer) season.

If there are other factors that would improve the successful implementation of this project, Stantec would be willing to shift begin or end dates of those tasks upon request of the city.

Project Schedule

City of Charleston Traffic Signal Retiming Project



References

References

STANTEC, KIMLEY-HORN
Carol Jones, PE
SCDOT
955 Park Street, Room 502
Columbia, SC 29202-0191
Phone: (803) 737-1030
Email: jonesvc@scdot.org

STANTEC, KIMLEY-HORN, BIHL
Lori Campbell, PE, PTOE
SCDOT
1400 Shop Road
Columbia, SC 29201
Phone: (803) 737-1037
Email: campbellle@scdot.org

STANTEC
Jiann-Shing Yang, PE, PTOE
City of El Paso
7968 San Paulo
El Paso, TX 79907-1246
Phone: (915) 212-7069
E-mail: yangjs@elpasotexas.gov

Ali Mozdbar, PE, PTOE
City of Fort Worth
5001 James Avenue
Fort Worth, TX 76115
Phone: (817) 392-8656
E-mail: ali.mozdbar@fortworthtexas.gov

Alan Davis, PE, PTOE
Georgia Department of Transportation
935 East Confederate Avenue SE
Atlanta, GA 30316-2531
Phone: (404) 635-2832
E-mail: aladavis@dot.ga.gov

KIMLEY-HORN
Colin Kinton, PE
Beaufort County
Building 3, 102 Industrial Village Road
Beaufort, SC 29901
Phone: (843) 255-2940
E-mail: ckinton@bcgov.net

Jennifer Harper
GDOT
One Ravinia Drive
Building One, Suite 1125
Atlanta, GA 30346
Phone: (770) 390-1790
Email: jharper@perimetercid.org

Our clients say it best

"Stantec continues to go above and beyond expectations on coordination and delivery of several tough intersection projects. We highly value their support and would be hard-pressed to complete these projects without them."

"Stantec has been invaluable in their assistance with moving these difficult projects forward."

"I appreciate all the hard work that the staff at Stantec have put into the permit submittals on this contract."

"Stantec's response times to urgent requests for prospects and their professionalism in interaction with our prospects has made them our trusted partner."

"(Stantec's) work has been professional and thorough, anticipating stakeholders' concerns and addressing them before they became an issue (...) Stantec did a masterful job portraying the impacts...in terms where a lay person could understand."

Cost Proposal

Cost Proposal

Providing excellent value to our clients is a cornerstone of our business plan. This means we provide high quality engineering analysis and design, on-time and at a reasonable cost. Each task outlined in the Project Approach is listed below with an estimated budget for completion of the City of Charleston Traffic Signal Retiming Project.

Before any work is conducted, Stantec's project manager will meet with city staff to review the project requirements. All subconsultants and direct expenses will be billed at actual costs with no mark-up. For the type of work proposed, Stantec has never had any issues with reaching a fee agreement.

WORK TASK	ESTIMATED FEES
Task 1 – Planning and Data Acquisition	$103,060.00
Task 2 – Before and After Study	$76,000.00
Task 3 – The Development, Evaluation, and Simulation of Signal Timing Plans	$353,700.00
Task 4 – Implementation of Signal Timing Plans	$49,750.00
Task 5 – Adjustment of Signal Timing Plans	$244,400.00
Task 6 – Field Signal Timing Evaluation	$39,800.00
Task 7 – Training	$10,000.00
Task 8 – Traffic Signal System Types Evaluations and Recommendations	$39,100.00
Task 9 – Traffic Signal Control Center Evaluations and Recommendations	$26,000.00
Task 10 – Reports	$36,000.00
TOTAL	$977,810.00

Distribution of Work

Stantec is fully supportive of the city's practices to include Disadvantaged Business Enterprises (DBEs) in all of their professional service contracts. In order to meet the city's MWBE goal, the anticipated distribution of work is illustrated below.

Firm	% of Work	Total Project DBE %
Stantec	40%	
Kimley-Horn	40%	
All Traffic Data	15%	15%
Bihl Engineering	5%	5%
Project Total	100%	20%

EXHIBIT D

City of Charleston Traffic Signal Retiming Project

REVISED COST PROPOSAL – February 3, 2016

Stantec has revised the fee estimate for the Traffic Signal Retiming Project to break out the project into following areas:

- WEST ASHLEY, JAMES ISLAND, AND JOHNS ISLAND – 87 total signalized intersections. Includes 22 intersections currently being retimed by Kimley-Horn as part of an SCDOT contract, 7 potential intersections that the City has requested of SCDOT to add to the Kimley-Horn project, and 3 isolated intersections removed from the project.
- CHARLESTON PENINSULA – 111 total signalized intersections. Includes 14 intersections along US 52/Mt. Pleasant Street/Morrison Drive/East Bay Street from King Street to Broad Street.
- DANIEL ISLAND – 7 total signalized intersections.

WORK TASK	ESTIMATED TOTAL FEES	WEST ASHLEY & THE ISLANDS 55 Signals	US 52/EAST BAY STREET 14 Signals	WEST ASHLEY & THE ISLANDS (SCDOT REQUEST) 7 Signals	REMAINING PENINSULA 9[illegible] Signals	DANIEL ISLAND 7 Signals
Task 1 – Planning and Data Acquisition	**$97,757.85**	$29,528.69	$7,641.67	$3,820.83	$52,945.83	$3,820.83
Task 2 – Before and After Studies	**$75,619.32**	$22,841.53	$5,911.11	$2,955.56	$40,955.56	$2,955.56
Task 3 – Signal Timing Plan Dev. & Eval.	**$326,705.27**	$98,684.43	$25,538.33	$12,769.17	$176,944.17	$12,769.17
Task 4 – Signal Timing Plans Implementation	**$49,500.79**	$14,952.19	$3,869.44	$1,934.72	$26,809.72	$1,934.72
Task 5 – Signal Timing Plans Adjustments	**$237,603.83**	$71,770.49	$18,573.33	$9,286.67	$128,686.67	$9,286.67
Task 6 – Field Signal Timing Evaluation	**$39,600.65**	$11,961.75	$3,095.56	$1,547.78	$21,447.78	$1,547.78
Task 7 – Training	--	--	--	--	--	--
Task 8 – Traffic Signal System Evals. and Recs.	**$39,100.00**	$39,100.00	--	--	--	--
Task 9 – Traffic Control Center Evals. and Recs.	**$26,000.00**	$26,000.00	--	--	--	--
Task 10 – Reports	**$35,819.67**	$10,819.67	$2,800.00	$1,400.00	$19,400.00	$1,400.00
TOTAL	$927,707.38	$325,658.75	$67,429.44	$33,714.73	$467,189.73	$33,714.73

NOTES:

- The fees for Tasks 1 through 6 consider the seven (7) timing plans specified in the RFP and only one (1) "special" plan to cover the evacuation plan, special events plans, and weekend plans specified in the RFP. For Folly Road, Stantec will still consider an additional "beach" plan for the summer weekends.
- The fees for the Remaining Peninsula signals also consider an evaluation of 10 signalized intersections (instead of the 15 specified in the RFP) in the downtown area for exclusive pedestrian phases.
- The fees for Task 2 consider travel time runs using floating car data (assuming six (6) runs in each direction for three (3) time periods – AM, midday, and PM) for the before/after studies. There are no cost efficiencies between All-Traffic Data or Stantec conducting the travel time runs.

3f.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Hernan E. Peña, Jr. DEPT: Traffic & Transportation

SUBJECT: VALET PARKING FOR 129 MEETING STREET

REQUEST: Approval to establish contract for two (2) parking spaces with CHG Properties, LLC, 1114 Morrison Drive, Charleston, SC 29403 Solicitation #16-B008S

COMMITTEE OF COUNCIL: Ways & Means DATE: March 8, 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	☐	☐		☐
Traffic & Transportation	X	☐		☐
Procurement Director	X	☐		☐

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:

Mayor's Signature: John J. Tecklenburg, Mayor

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

BID TABULATION SHEET
CITY OF CHARLESTON
Charleston, South Carolina

Traffic & Transportation

DATE: FEBRUARY 17, 2016

SOL.# 16-B008S

BUYER: CHENETTE SINGLETON

VALET PARKING

	BIDDER	BIDDER	BIDDER	BIDDER
COMPANY NAME	CHG Properties			
COMPANY REPRESENTATIVE	Sam Mustafa			
PHONE NUMBER	843-822-0011			
MINORITY	No			

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
2 spaces	129 Meeting Street 2 parking spaces		$1,000.00						
10 spaces	Cone Street 10 parking spaces								
	TOTAL		$1,000.00						

COMMENTS:

BUYER: Chenette Singleton

WITNESS:

STATE OF SOUTH CAROLINA)
) **FRANCHISE AGREEMENT**
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT executed this ____ day of _____, 20___, by and between the **CITY OF CHARLESTON,** South Carolina (herein the "Grantor"), and CHG Properties, LLC (herein the "Grantee").

WHEREAS, § 19-510 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation and City Council, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for valet parking services (the "Spaces" and individually the "Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Space as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and the Ways and Means Committee, approved the specifications for the franchising of Spaces, as are contained in the body of this Agreement; and

WHEREAS, after advertising for, and receipt of, sealed bids, it has been determined that the franchise for the Space hereinafter described be awarded to the Grantee.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions set forth herein, and in further consideration of the sum of $1.00, the receipt and sufficiency of which is hereby acknowledged by the Grantor, it is agreed as follows:

1. Grant of Franchise:

There is hereby granted by the Grantor to the Grantee the right and privilege to offer valet parking services in such Space as is hereinafter delineated, subject, however, to the terms and conditions as are hereinafter set forth.

2. Franchised Space:

A. The location of the Space which is the subject of this Agreement is located on Meeting Street and is designated as **Space F (the "Space")** on a **Map of 2015 Valet Parking Locations** marked Exhibit "**F**," attached hereto and incorporated by reference herein.

B. Grantee shall not be permitted to exceed the boundaries of the area established for the Space as set forth in Paragraph 2(A) above. All of the Grantee's property that is needed to operate within the Space shall be confined to the aforesaid size of the Space. Prior to the execution of this Agreement and as a condition precedent thereto, Grantor may inspect Grantee's apparatus in the Space in order to verify Grantee's ability to comply with this requirement. If Grantee's apparatus does not comply with this requirement, Grantee shall not be permitted to sign this Agreement until such time as Grantee shall comply with this requirement.

3. Term:

The initial term of the Agreement shall begin when this Agreement is signed by all parties and will end August 21, 2017.

4. Fee:

As and for the right to utilize the Space pursuant to the terms of this Agreement, and as a fee therefore, the Grantee has paid unto the Grantor the sum of **$1,000.00**.

Business License/Street Vendor Permit:

Notwithstanding the payment of the fee as set forth in Paragraph 4, the Grantee shall, throughout the term of this Agreement, maintain a current business license with the Grantor.

6. Public Liability Insurance:

As a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, public liability insurance insuring against personal injury, death and property damage, with minimum limits of $500,000.00 for personal injury or death per person, per occurrence, $1,000,000.00 for personal injury or death per occurrence in the aggregate, and $500,000.00 for property damage, per occurrence arising out of Grantee's use of the Space. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Additionally, as a condition of this Agreement, the Grantee shall acquire and maintain, throughout the term of this Agreement, comprehensive automobile liability insurance in an amount not less than one million dollars ($1,000,000) per occurrence and/or aggregate, combined single limit for personal injury, bodily injury and property damage. The Grantor shall be named as an Additional Insured on said policy, and the policy shall provide that the Grantor shall be notified with at least thirty (30) days advance written notice, of any cancellation of the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Agreement. Grantor is also required to carry Workers' Compensation & Employers' Liability Insurance in the limits required by state law. Prior to execution of this Agreement, the valet parking service shall acquire and maintain garage liability insurance with a limit of not less than $500,000.00 for each accident.

Notwithstanding these requirements for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims and expenses that may arise, or be alleged to have arisen, as a result of the Grantee utilizing the Space which is the subject of this Agreement.

7. Indemnification:

Grantee expressly agrees, that except for expenses or liabilities arising from the negligence of the Grantor, the Grantee shall indemnify and hold the Grantor harmless against any and all expenses and liabilities arising out of the granting of this Franchise Agreement as follows: The Grantee 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 Grantee, 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 Grantor and its employees or by any member of the public, to indemnify and save

the Grantor and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of this Agreement. Such costs are to include defense, settlement and reasonable attorneys' fees incurred by the Grantor and its employees. This promise to indemnify shall include bodily injuries or death occurring to Grantee's employees and any person directly or indirectly employed by Grantee (including without limitation any employee of any subcontractor), the Grantor's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Grantor submits notice, Grantee 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.

8. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to access to the Space from 6:00 p.m., to 11:30 p.m., on a daily basis throughout the term of this Agreement. In the event that the Grantor shall require the use of the Space for a Grantor-sponsored event, the Grantor shall provide an alternative space to Grantee for valet parking during said event. In the event that the Grantor has approved a special events permit for an event that requires the use of the Space, the Grantor shall provide an alternative space to Grantee for valet parking during the duration of the special permit. Also, in the event that construction is occurring in the vicinity of the aforesaid Space, the Grantor shall be able to relocate the Space to an adjacent area to be approved by the Grantor that is not impacted by the construction until construction is completed. Grantor reserves the right to permanently move the Space to a different location if the Grantor finds that permanently moving the space is in its best interest.

9. Maintenance of Space:

The Grantee shall, on a daily basis, remove any and all valet parking apparatus from the Space(s) at the end of the day, or during any time that the Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Space, as well as any and all areas within forty (40') feet of the perimeter of the Space.

10. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Space. Meter feeding by the Grantee, or any of its employees or agents, is expressly prohibited.

11. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable materials when possible.

12. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet any of its rights to the Space, or any of its rights under this Agreement, to any other person, firm or entity.

13. Conduct:

The Grantee shall be responsible for the conduct of its employees, and shall see that, at all times, its employees maintain a courteous demeanor to its customers and other members of

the public. The Grantee shall also be responsible for ensuring that Grantee and its employees are appropriately dressed while conducting Grantee's business pursuant to the ordinances governing valet operations. Short shorts, hot pants and/or bathing suit tops shall be prohibited.

14. Change in Status:

The Grantee shall within ten (10) days after a change in status of any information or requirement necessary under this Agreement notify in writing the traffic and transportation department of the change in status.

15. Interference with Surrounding Business Activities:

The Grantee shall see that, at all times, its valet parking activities do not interfere with other authorized business activities.

16. Valet Parking Validation:

The Grantee shall maintain a parking validation system whereby surrounding businesses may pay for their customer's valet parking.

17. Operating Requirements:

The Grantee acknowledges that its agreement to abide by the requirements and obligations contained in Chapter 19, Article XIX, Section 510(g) is an essential inducement to Grantor to enter into and to grant this Franchise Agreement. The Grantor represents, and Grantee acknowledges, that Grantor would not enter into this Franchise Agreement but for Grantee's acknowledgement and agreement to abide by each such requirement and obligation.

18. Suspension/Cancellation:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Agreement or otherwise, the Grantor reserves the right to suspend or terminate or cancel this Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) violates any provision of this Agreement or any rule, order or determination of the Grantor made pursuant to this Agreement, except where such violation, other than subsection (2) below, is without fault or through excusable neglect;

(2) violates the provisions of Chapter 19, Article XIX, of the *Code of the City of Charleston.*

(3) becomes insolvent, unable or unwilling to pay its debts or is adjudged a bankrupt;

(4) misrepresents its income for purposes of a business license;

(5) is convicted of a crime of moral turpitude;

(6) harasses or in any way interferes with other businesses operating within the City of Charleston;

(7) attempts to evade any of the provisions of this Agreement or practices any fraud or deceit upon the Grantor or its customers;

(8) repeatedly engages in conduct that is rude or disruptive to the public order; or

(9) fails to pay the franchise fee as provided herein.

In the event that the Grantor seeks to cancel or suspend this Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation. In the event of a cancellation, suspension, or termination, there shall be no refund of the franchise fee. There shall be no damages or costs awarded for a cancellation, suspension, or termination.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Agreement through the use of the Grantor's Municipal Summons Ordinance. In such case, any violation shall be subject to the provisions of § 1-16 of the *Code of the City of Charleston* and shall subject the Grantee to penalties and/or fines as set forth in said § 1-16.

19. Compliance with City Ordinances:

Notwithstanding this Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to valet parking.

20. Breach of Agreement by Grantee:

A breach of this Agreement, including but not limited to the Grantee's failure to pay all sums due the Grantor as provided by this Agreement, in addition to any other remedies as provided herein or by law, may render the Grantee ineligible to participate in the subsequent bidding for a Space which is the subject of this Agreement or any other Space. In the event the Grantee defaults on any term of this Agreement, including non-payment of the Franchise Fee, the Grantor shall have the right to pursue all legal remedies available against the Grantee, and shall have the right to recover reasonable attorney's fees and costs from the Grantee incurred by Grantor in any such action.

21. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Agreement, and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Agreement are unreasonable, arbitrary or void.

22. Incorporation by Reference:

The contents of the Bid Solicitation, including all drawings, attachments, specifications, exhibits, certificates, any addenda, Vendor's Valet Service Application, and Vendor's Bid Response Form shall become part of this Franchise Agreement.

23. Modifications:

Any modifications of the provisions of this Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

24. Governing Law:

This Agreement shall be governed by the laws of the State of South Carolina as stated in the Bid Solicitation.

(THE REMAINING PORTION OF PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as forewritten.

WITNESSES:

_____

_____

CITY OF CHARLESTON

By: _____
Grantor, John J. Tecklenburg, Mayor

WITNESSES:

_____

Mary McCracken

By: _____
Grantee

SAM R MUSTAFA
Printed Name

Ratification Number 2015-093

AN ORDINANCE

TO AMEND THE CODE OF THE CITY OF CHARLESTON, SOUTH CAROLINA, CHAPTER 19, SECTIONS 510 (d)(10) and 510(f)(2)TO INCLUDE THE REQUIREMENT THAT VALET STANDS ARE REQUIRED TO BE STAFFED AND OPERATED IN CONFORMANCE WITH THE CITY'S VALET FRANCHISE AGREEMENT. (AS AMENDED)

BE IT ORDAINED BY THE MAYOR AND COUNCILMEMBERS IN CITY COUNCIL ASSEMBLED:

Section 1. Chapter 19, Sections 510(d)(10) and 510(f)(2) of the Code of the City of Charleston are hereby amended by adding thereto the following underlined provisions and deleting the struck through words, which reads as follows:

"Sec. 19-510. - Valet parking.

WHEREAS, city council finds that the use of public streets and right-of-ways for valet parking, while providing a public benefit to some by making parking more convenient, may also impede travel, interfere with the rights of others using the streets and public right-of-ways, affect the public safety, and create a public nuisance. Therefore, valet parking may be permitted as a special privilege, not as a matter of right, subject to the regulations in this Code.

(a) It shall be unlawful for any person to engage in the business of valet parking in or upon any city street or in any parking space, right-of-way, driveway or sidewalk, or alongside of, or next to, any city street or on any other public property in the City of Charleston except in such areas as may be designated and marked by the department of traffic and transportation for such purpose and as is approved by city council.

(b) The director of traffic and transportation shall survey the Old and Historic District and report to the traffic and transportation committee and city council, on at least an annual basis, those metered parking spaces in the nonresidential portions of the Old and Historic District which are appropriate for accommodating valet services, taking into consideration factors such as vehicular and pedestrian circulation, access, availability of parking, street and/or sidewalk width and such other factors as he may deem necessary to protect the public health, welfare and safety.

(c) Metered parking spaces designated for the purpose of conducting a valet service shall be franchised in accordance with the provisions contained herein.

(d) No person shall engage in the business of valet parking from a designated area unless:

(1) He has secured a business license which shall be prominently displayed on the valet stand;

(2) He has completed and filed with the traffic and transportation *department a valet service application stating the name, address, and telephone number of the applicant, the valet parking service, and a person associated with the valet parking service immediately available during all hours of its operation; and*

(3) He has provided the director of traffic and transportation the number of employees that will be employed and scheduled to valet park for each designated area; and

(4) He has provided the director of traffic and transportation the location where vehicles would be parked or stored; and

(5) He has provided the director of traffic and transportation the route between the designated area and the parking location(s); and

(6) He has provided the director of traffic and transportation a satisfactory plan for visibly identifying and tagging vehicles in the custody of the valet service; and

(7) He has provided the director of traffic and transportation a satisfactory plan for after hour vehicle management; and

(8) He has provided the director of traffic and transportation a signed statement from the operator of any parking facility designated as a parking location regarding that facility's ability to accept the vehicles. The statement shall include:

a. The total number of parking spaces within the parking facility;

b. The number of parking spaces within the parking facility to be reserved for the valet parking; and

c. An estimate of the percent usage of the parking facility prior to and subsequent to the proposed valet parking were it approved; and

(9) He has secured approvals from the Public Service, Engineering Division for all encroachments incident to the valet parking service; and

(10) He has paid the annual franchise ~~such~~ fees as may be set and/or approved by city council for the privilege of utilizing such space(s); and

(11) He has provided the director of traffic and transportation a duly executed indemnification/hold harmless agreement with the city concerning the use of the designated area.

(e) Nothing herein shall be construed to prevent the director of traffic and transportation from designating spaces on a temporary basis when he may deem it appropriate.

(f) Authority of the director of traffic and transportation regarding bidding and franchising procedures for all spaces designated for the operation of a valet service is delineated as follows:

(1) The director of traffic and transportation shall see that permanent spaces designated for the operation of a valet service are made available pursuant to a competitive bidding process and the execution of a franchise agreement with the highest responsive bidder. The competitive bidding process and the execution of the franchise agreement shall be managed by the city's procurement department. The city may reject any or all bids.

(2) Upon the committee on traffic and transportation approving the franchising of a certain designated area, corporation counsel shall draft bid specifications, which shall include, at a minimum:

a. The location of the designated areas proposed to be franchised;

b. The minimum bid for each designated area;

c. A provision to allow for the payment of the franchise fee on at least a semiannual basis;

d. The term of the franchise;

e. A requirement for the acquisition of liability insurance in such amounts as may be recommended by corporation counsel;

f. A prohibition against the transferring, assigning or subletting of the designated area or franchise agreement;

g. A requirement that the successful bidder acquires and maintains a current business license;

h. A requirement that the successful bidder provides the director of traffic and transportation copies of all contracts executed between the applicant and each operator of a parking facility designated as a parking location. Each contract shall contain a provision that it

cannot be canceled without at least sixty (60) days notice to the other party and to the city's traffic and transportation department;

i. A provision to require that the successful bidder within ten (10) days after a change in status of any information required by this article, the successful bidder shall notify in writing the traffic and transportation department of the change in status;

j. A limitation on the hours of operation from 6:00 p.m. to 11:30 p.m. Valet stands shall be operated every day beginning at 6:00 p.m. until close at 11:30 p.m. or when the last valeted vehicle is picked up from the valet stand.

k. A requirement that the successful bidder remove all valet apparatus at the end of each authorized time period and to otherwise maintain the area in and around the designated area in a clean condition, free of trash or rubbish;

l. A requirement forbidding meter feeding or encroaching on any property outside the designated area without a proper encroachment permit;

m. A requirement prohibiting the valet activities from interfering with other authorized business activities;

n. A requirement that surrounding businesses be allowed to validate valet tickets under an agreement with the valet operator;

o. Provisions for the suspension or cancellation of the franchise; and

p. A provision allowing the city to reject any or all bids not deemed by it to be in the best interest of the city.

(3) No valet parking bid shall be awarded or franchise executed until they have first been approved by the committee on ways and means.

(g) Operating requirements.

(1) The valet parking service shall only accept vehicles at, and return vehicles to, the designated areas. Dimensions of designated areas shall be determined by the director of traffic and transportation.

(2) The valet parking service shall only move vehicles between the designated areas and the approved parking location. Said movement of vehicles shall occur only along the approved routes.

(3) The valet parking service shall not use on-street parking spaces for valet parking.

(4) The valet parking service shall not park any vehicle upon private property without written authorization by the property owner or an authorized agent of the property owner.

(5) The valet parking service shall be authorized to place within the public right-of-way at their designated area one (1) sandwich board sign or pedestal sign not exceeding thirty-six (36) inches in height and twenty-four (24) inches in width and containing only the words "Valet Parking Service" with the information listed in subsection 54-910(g)(8), provided that the sign does not impede pedestrians and maintains a minimum clear sidewalk width of forty-two (42) inches. The sign may only be used while the valet service is operating.

(6) The valet parking service shall provide adequate staffing to receive, park, and return vehicles so that traffic is not impeded by the activities of the valet service. Vehicle queuing is allowed only within the designated area.

(7) The valet parking service shall ensure that its operations are compliant with the American Disabilities Act and that it is able to valet modified vehicles for individuals with disabilities.

(8) The valet parking service shall provide to each patron of the valet services the following information:

a. The name of the valet parking service;
b. Contact information for the valet parking service;
c. The hours of operation of the valet parking service; and,
d. The parking fees, if any.

(9) The valet parking service shall require that all staff members wear matching uniforms which uniform shall clearly identify to the public the name of the valet service.

(10) The valet parking service shall notify the city police department whenever a vehicle has been left for a period longer than forty-eight (48) hours without a prior contractual arrangement for such period of time.

(11) Each person employed by or otherwise assisting the valet parking service shall have a valid driver's license.

(12) Each valet parking service employee shall display professional behavior when conducting business. No person who has a violent felony conviction or who is a registered sex offender, in any state, may participate as a valet service employee.

(h) An approval of a valet operation provides only for the nonpermanent and nonexclusive use of the public right-of-way. Applicants, valet parking services, and any premises benefiting from a valet parking shall have neither a property interest in, nor any entitlement to the granting or continuation of an approval for the use of any public right-of-way.

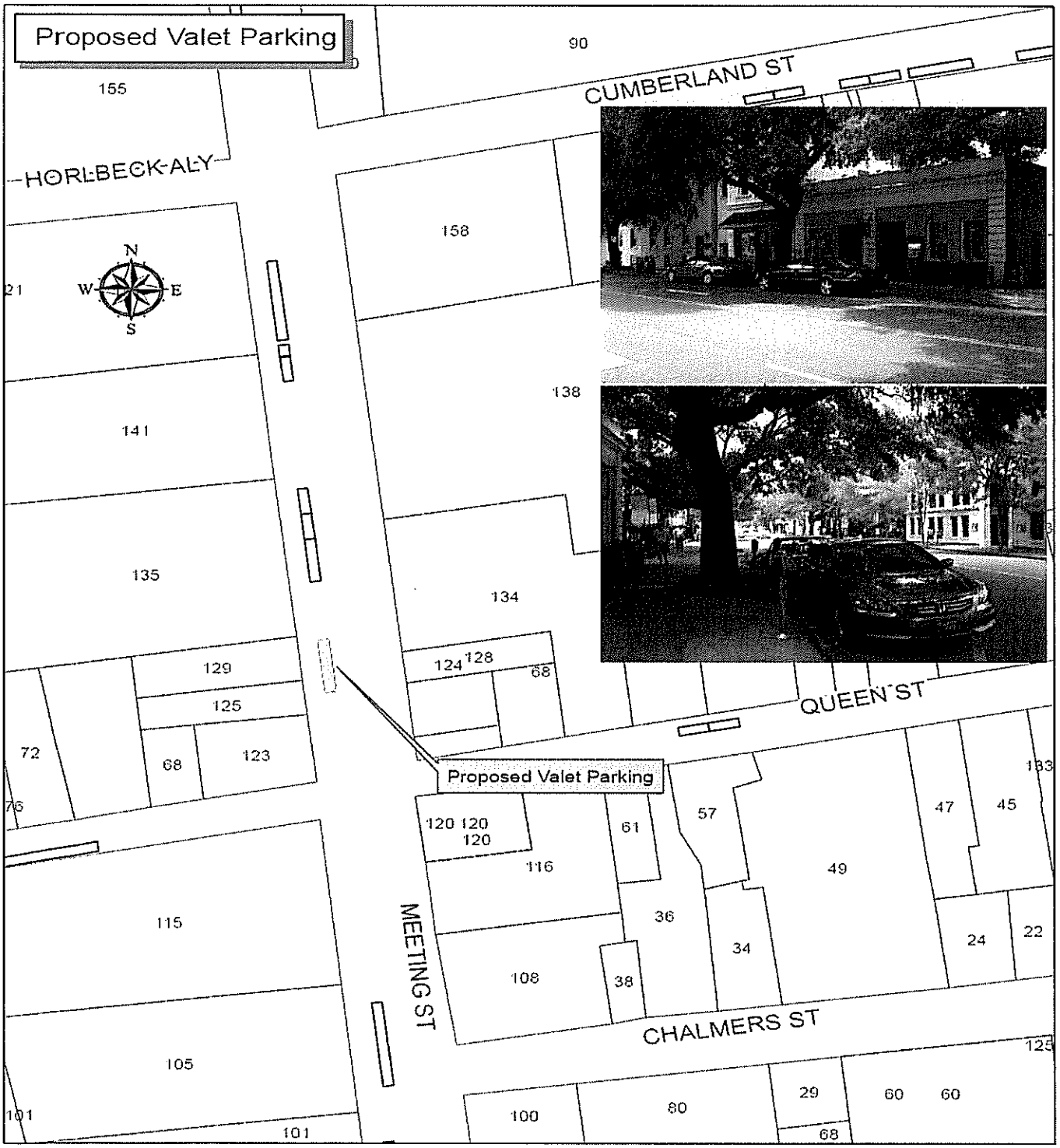
Section 2. This Ordinance shall become effective upon ratification.

Ratified in City Council this 18th day of August in the Year of Our Lord, 2015, in the 240th Year of Independence of the United States of America.

By: _____
Joseph P. Riley, Jr.
Mayor, City of Charleston

ATTEST: Vanessa Turner Maybank
Vanessa Turner-Maybank
Clerk of Council

Attachment B
Location Maps
129 Meeting Street



COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen Bedard **DEPT.** BFRC

SUBJECT: 2016 MASTER LEASE PURCHASE FINANCE AGREEMENT

REQUEST: Approval of the 2016 Master Lease Purchase Financing Agreement With Bank of America, Richmond, Virginia, in the amount of $5,381,996.00 Solicitation Number 16-B005C

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 8, 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	☐	Stan Cox	☐

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

If yes, provide the following: Dept./Div.: 062016 Account #:

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

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

NEED:

CFO's Signature: Stephen G. Bedard 2/19/16

FISCAL IMPACT: Within budget.

Mayor's Signature: John J. Tecklenburg, Mayor

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

SCORE SHEET

Procurement of: ***2016 Lease Purchase***
(Solicitation #: ***16-B005C*****)**

FIRM:	*3Year APR Rate*	*4 Year APR Rate*	*Total Interest Expense*
PNC Equipment Finance	1.22%	1.4%	
US Bancorp	1.43%	1.573%	
Signature Public Funding	1.48%	1.6%	
Suntrust Equipment Finance & Leasing Corp.	1.46%	1.6%	
Bank of America	1.1713%	1.2434%	
TD Equipment Finance, Inc	1.306%	1.474%	
Pinnacle Public Finance, Inc	1.6%	1.75%	
Microtech, LLC	2.1%	2.32%	

Buyer: _____

Witness: Cherette Singleton

ORDINANCE NO. 2016-___

AN ORDINANCE TO AUTHORIZE THE EXECUTION AND DELIVERY OF LEASE/PURCHASE AGREEMENTS WITH BANC OF AMERICA PUBLIC CAPITAL CORP. IN ORDER TO PROVIDE FOR THE ACQUISITION OF CERTAIN POLICE, FIRE, ENVIRONMENTAL SERVICES, FLEET, STORMWATER, INFORMATION TECHNOLOGY, GOLF COURSE AND PARKING ENFORCEMENT EQUIPMENT AND VEHICLES; TO PROVIDE THE TERMS AND CONDITIONS OF SUCH LEASE/PURCHASE AGREEMENTS; TO PROVIDE FOR THE GRANTING OF A SECURITY INTEREST TO SECURE ALL OBLIGATIONS OF LESSEE UNDER THE LEASE/PURCHASE AGREEMENTS; TO AUTHORIZE THE EXECUTION AND DELIVERY OF ALL DOCUMENTS NECESSARY OR APPROPRIATE TO THE CONSUMMATION OF SUCH LEASE/PURCHASE AGREEMENTS; AND TO PROVIDE FOR OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Charleston, South Carolina, a public body corporate and politic and a political subdivision organized and existing under the laws of the State of South Carolina (the "City"), proposes to finance the acquisition of certain police, fire, environmental service, fleet, stormwater, information technology, golf course and parking enforcement equipment and vehicles (the "Equipment") in the principal amount of not to exceed $5,381,996; and

WHEREAS, Title 5 of the Code of Laws of South Carolina 1976, as amended, grants to cities the power to lease personal property; and

WHEREAS, the acquisition of the Equipment serves a valid corporate and public purpose of the City and is appropriate and necessary to the functions and operation of the City; and

WHEREAS, a true and very real need exists for the acquisition of the Equipment; and

WHEREAS, all necessary steps, including any legal bidding requirements, under applicable law to arrange for the acquisition of the Equipment have been taken; and

WHEREAS, the City received written proposals from certain parties for the acquisition of the Equipment and the financing of the Equipment pursuant to a lease arrangement; and

WHEREAS, after canvassing the bids, the City Council of City of Charleston (the "Council"), the governing body of the City, has determined, and hereby determines, that it is in the City's best interest to accept the proposal of Banc of America Public Capital Corp. (the "Lessor") on the terms and conditions described herein and in the Lessor's bid and, specifically, to accept the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.1713% per annum and a portion of the Equipment for a term of four years with interest payable, subject to the terms of the Lessor's bid, at the fixed rate of 1.2434% per annum; and

WHEREAS, the City may pay certain capital expenditures in connection with the Equipment prior to its receipt of proceeds of the financing ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the principal amount of the borrowing; and

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the City hereby declares its official intent to be reimbursed for any capital expenditures for Equipment from the Lease Purchase Proceeds; and

WHEREAS, the City intends to lease the Equipment from the Lessor pursuant to the terms of the Lease/Purchase Agreements (the "Lease") between the Lessor and the City; and

WHEREAS, under the terms of the Lease, the City shall convey a security interest in the Equipment acquired under the Lease to the Lessor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL in meeting duly assembled:

1. It is hereby declared that the recitals set forth in the preambles to this Ordinance are in all respects true and correct.

2. The Council hereby authorizes, ratifies, confirms and approves all actions heretofore taken in canvassing the bids with respect to this transaction.

3. The proposal of the Lessor communicated the terms and conditions of which are described herein and in the documents authorized hereby, with such changes as have been agreed to, is hereby approved and accepted, and Council specifically accepts the Lessor's offer to finance the acquisition of a portion of the Equipment for a term of three years with interest payable, subject to the terms of the Lessor's bid, at the rate of 1.1713% per annum and a portion of the Equipment for a term of four years at the rate of 1.2434% per annum.

4. The lease of the Equipment by the City from the Lessor pursuant to the terms, including the principal amount and the interest rate, as follows is hereby approved. The Lease shall be in the principal amount not to exceed $5,381,996.

5. The Mayor of the City, the Chief Financial Officer of the City, the Clerk of City Council and all other appropriate officials of the City (the "Authorized Officials") are hereby severally authorized and directed to execute and deliver the Lease on behalf of the City in such form as the Authorized Official approves, with the advice of counsel, such execution by the Authorized Official being conclusive evidence of its approval; and the Clerk of City Council is hereby authorized and directed to affix the corporate seal of the City to the Lease and to attest the same.

6. The conveyance by the City to the Lessor or its assigns of a security interest in the Equipment acquired pursuant to the Lease is hereby approved.

7. The terms of the Lease are in the best interests of the City for the acquisition of the Equipment and the consummation of all transactions contemplated by the Lease is hereby approved.

8. The Authorized Officials of the City are hereby severally authorized to execute, deliver, witness and receive any other agreements and documents as may be required by the City or the Lessor in order to carry out, give effect to, and consummate the transactions contemplated by the Lease, including the conveyance by the City to the Lessor or its assigns of a security interest in the Equipment.

9. The City's obligations under the Lease shall be subject to annual appropriation or renewal by the City as set forth in the Lease and the City's obligations under the Lease shall not constitute general obligations of the City or indebtedness under the Constitution or laws of the State of South Carolina.

10. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

11. This Ordinance shall become effective immediately upon third reading by the Council.

12. The provisions of this Ordinance are hereby declared to be severable and if any section, phrase, or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, that declaration shall not affect the validity of the remainder of the sections, phrases, and provisions hereunder.

13. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of the conflict, hereby repealed.

_____
John T. Tecklenburg, Mayor, City of Charleston

ATTEST:

_____
Vanessa Turner-Maybank, Clerk of City Council

1st reading: March 8, 2016
2nd and 3rd reading: March 22, 2016

STATE OF SOUTH CAROLINA)
) CERTIFICATE OF CLERK TO CITY COUNCIL
COUNTY OF CHARLESTON)

I, the undersigned Clerk to City Council of the City of Charleston, South Carolina, do hereby certify:

That the foregoing Ordinance to which this certificate is annexed, constitutes a true, correct and verbatim copy of Ordinance No. 2016-___ of the City Council of City of Charleston, South Carolina, which was given first reading on March 8, 2016, and second and third reading and adopted at a meeting of the City Council of City of Charleston, South Carolina, on March 22, 2016, the original of which is entered in the permanent records of Minutes of Meetings of said City Council and the ordinances adopted by said City Council in my custody as Clerk to City Council.

That the meetings at which actions were taken on the foregoing ordinance were duly called, that a majority of the members of the City Council were present at such meetings and remained throughout the proceedings incident to the adoption of the ordinance; and that the ordinance has not been amended or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of March, 2016.

_____
Clerk to City Council, City of Charleston

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT
CITY OF CHARLESTON, SOUTH CAROLINA

This Master Equipment Lease/Purchase Agreement (the *"Agreement"*) dated as of April 2, 2012, and entered into between Banc of America Public Capital Corp, a Kansas corporation (*"Lessor"*), and City of Charleston, South Carolina, a body corporate and politic existing under the laws of the State of South Carolina (*"Lessee"*).

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the Schedules hereto for the purposes set forth herein; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease.

"Acquisition Fund" means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

"Acquisition Fund Agreement" means, with respect to any Lease, an Acquisition Fund and Account Control Agreement, substantially in the form of Exhibit A attached hereto, in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

"Acquisition Fund Custodian" means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

"Acquisition Period" means, with respect to each Lease, that period stated in the Schedule to such Lease during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs.

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.04.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

"Contract Rate" means the rate identified as such in the applicable Schedule.

"Equipment" means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Equipment Costs" means the total cost of the Equipment listed in each Lease, including soft costs such as freight, installation and taxes paid up front by Lessor and all capitalizable consulting and training fees approved by Lessor, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessee, subject to the security interest granted to and retained by Lessor as set forth in each Lease, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; *provided* that (i) any such soft costs on a cumulative basis shall not exceed a percentage of the Maximum Equipment Cost approved by Lessor and (ii) in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable soft costs relating to such Equipment be included without Lessor's prior consent.

"Expense Fund" means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

"Event of Default" means an Event of Default described in Section 12.01.

"Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule shall constitute a separate and independent Lease.

"Lease Proceeds" means, with respect to each Lease, the total amount of money to be paid by Lessor to the Acquisition Fund Custodian for deposit and application in accordance with such Lease and the Acquisition Fund Agreement.

"Lease Term" for each Lease means the Original Term and all Renewal Terms therein provided and for this Agreement means the period from the date hereof until this Agreement is terminated.

"Lessee" means the entity referred to as Lessee in the first paragraph of this Agreement.

"Lessor" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"Material Adverse Change" means (a) prior to the Utilization Period Expiration, a downgrade in Lessee's external debt rating of two or more subgrades by either Moody's Investors Service, Inc, or Standard & Poor's Ratings Group or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause Lessee's credit rating to be below investment grade, and (b) thereafter, any change in Lessee's creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee's ability to perform its obligations under this Agreement or any Lease.

"Maximum Equipment Cost" means the cumulative amount specified in the latest Schedule executed under this Agreement.

"Original Term" means the period from the Commencement Date for each Lease until the end of the fiscal year of Lessee in effect at such Commencement.

"Purchase Price" means, with respect to the Equipment listed on a Lease, the amount that Lessee may pay to Lessor to prepay all Rental Payments and to take unencumbered title to such Equipment as provided in such Lease.

"Renewal Terms" means the renewal terms of each Lease, each having a duration of one year and a term coextensive with Lessee's fiscal year, as specified in the Schedule applicable thereto.

"Rental Payments" means the basic rental payments payable by Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

"Schedule" means each separately numbered Schedule of Property substantially in the form of Exhibit B-1 hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit B-2 hereto.

"State" means the State of South Carolina.

"Taxable Rate" means the Taxable Rate identified for each Lease on the related Schedule.

"Utilization Period Expiration" means the date, with respect to each Lease not funded under an Acquisition Fund Agreement, by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.04(b).

"Vendor" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier with whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

"*Vendor Agreement*" means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment.

ARTICLE II

Section 2.01. *Representations and Covenants of Lessee.* Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease and all documents related thereto, including an Acquisition Fund Agreement, by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(g) Lessee has kept, and throughout the Lease Term of any Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following

fiscal year when approved. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. Lessee shall not permit the Federal government to guarantee any Rental Payment. No portion of the Acquisition Amount for any Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder or under any Lease. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Acquisition Fund and Lessor's rights and benefits under each Lease and the related Acquisition Fund Agreement.

(k) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Master Lease, Lessor agrees to provide the funds specified in each Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term set forth in such Lease. At the end of the Original Term and at the end of

each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue each Lease for the next Renewal Term unless Lessee shall have terminated such Lease pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease.

Section 3.02. *Continuation of Lease Term.* Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03. *Nonappropriation.* Lessee is obligated only to pay such Rental Payments under each Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section, Lessee agrees to peaceably deliver the Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. *Conditions to Lessor's Performance.*

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution, ordinance or other official action of Lessee's governing body authorizing the execution and delivery of such Lease and performance by Lessee of its obligations hereunder;

(v) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting such Lease and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G;

(ix) If any Equipment units are motor vehicles that have been delivered and accepted by the Lessee prior to the execution of the applicable Lease, properly completed certificates of title for such vehicles; and

(x) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to any Lease shall be subject to: (i) no Material Adverse Change in the financial condition of Lessee since the date of this Agreement, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than the date listed as the Utilization Period Expiration in the applicable Schedule.

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor or, if authorized by Lessee's governing body, will reimburse Lessee for the prior payment of any such Acquisition Amounts by Lessee to the Vendor, upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in

such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid within ten (10) days of the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Any Rental Payment due on a day that is not a business day shall be payable on the immediately following business day. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02. *Interest and Principal Components*. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03. *Rental Payments to Constitute a Current Expense of Lessee*. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. *Rental Payments to be Unconditional*. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances.

Section 4.05. *Tax Covenants*.

(a) Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) In the event that Lessee does not spend sufficient moneys in the Acquisition Fund within six (6) months of the date the deposit is made pursuant to Section 3.04(c), Lessee will, if required by Section 148(f) of the Code to pay rebate: (i) establish a Rebate Account and deposit the Rebate Amount (as defined in Section 1.148-3(b) of the Federal Income Tax Regulations) not less frequently than once per year after the applicable Commencement Date; and (ii) rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Rental Payments or the Purchase Price as provided in Section 10.01(a) hereof, 100% of the Rebate Amount, as required by the Code and any regulations promulgated

thereunder. Lessee shall determine the Rebate Amount, if any, at least every year and upon payment of all Rental Payments or the Purchase Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Rental Payments or the Purchase Price.

Section 4.06. *Event of Taxability.* Upon the occurrence of an Event of Taxability, the interest component of Rental Payments and any charge on Rental Payments or other amounts payable based on the Contract Rate shall accrue and be payable at the Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, *"Event of Taxability"* means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee's action or failure to take any action.

Section 4.07. *Mandatory Prepayment.* If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor, at the direction of the Lessee, on the next Rental Payment date to either: (i) all or a portion of the next Rental Payment and if such amount is in excess of the next Rental Payment then any remaining balance shall be applied to all or a portion of the next succeeding Rental Payments until fully applied; or (ii) as prepayment to the remaining principal balance owing under the Schedule in the inverse order of Rental Payment dates.

ARTICLE V

Section 5.01. *Delivery, Installation and Acceptance of Equipment.*

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an Acceptance Certificate in the form attached hereto as Exhibit E.

(b) Lessee shall deliver to Lessor original invoices (or copies thereof), proof of payment of such invoices, and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as Exhibits B-1 and B-2. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02. *Quiet Enjoyment of Equipment.* So long as Lessee is not in default under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee's quiet use and enjoyment of the Equipment during the Lease Term.

Section 5.03. *Location; Inspection*. Once installed, no item of the Equipment will be relocated from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. *Use and Maintenance of the Equipment*. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. *Title to the Equipment*. During each Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to Lessor's security interest and right to take possession, as described herein, and to the terms and conditions of the applicable Lease. Lessee shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default or upon termination of a Lease pursuant to Section 3.03 hereof, full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.02. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor's security interest or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such

documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease. With respect to the Equipment comprising titled motor vehicles, Lessee shall promptly file with the Department of Motor Vehicles the certificates of title with respect thereto and all other appropriate documentation for notation thereon, Lessor's status as a lienholder with respect to such Equipment and shall as soon as practicable thereafter deliver copies of such certificate of title to Lessor containing such notation.

Section 6.02. *Security Interest.* To secure the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code of the State.

Section 6.03. *Personal Property; No Encumbrances.* The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. *Liens, Taxes, Other Governmental Charges and Utility Charges.* Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; *provided* that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02. *Insurance*. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Termination Value of the Equipment or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lessor and its assigns as additional insured (if permitted by the Lessee's liability insurer) that protects Lessor from liability in form and amount satisfactory to Lessor; and (c) worker's compensation coverage as required by the laws of the State; *provided* that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and/or (b). In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter satisfactory to the Lessor. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. *Risk of Loss*. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under each Lease. Whether or not covered by insurance or self-insurance, Lessee hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds appropriated therefor in the applicable fiscal year of the Lessee) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee in connection with a Lease or any material misrepresentation provided by Lessee in connection with a Lease. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under any Lease for any reason.

Section 7.04. *Advances*. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. *Damage, Destruction and Condemnation*. If, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee, or (ii) Lessee shall exercise its option to purchase the Equipment in accordance with Section 10.01(a) hereof and the terms of the applicable Lease.

If Lessee elects to replace any item of the Equipment (the *"Replaced Equipment"*) pursuant to this Section, the replacement equipment (the *"Replacement Equipment"*) shall be new or of similar quality, type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessor shall receive a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term *"Net Proceeds"* shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. *Insufficiency of Net Proceeds*. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. *Disclaimer of Warranties*. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. *Vendor's Warranties*. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X

Section 10.01. *Prepayment Option*. Lessee shall have the option to prepay a Lease and purchase some or all, of the Equipment financed pursuant to a Lease, free and clear of any interest of Lessor therein, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), Lessee shall have the option to prepay a Lease in whole and purchase all of the Equipment financed pursuant to such Lease, on the Rental Payment dates specified in each Lease, upon not less than 30 days' prior written notice, and upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of some or all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option (which shall be the earlier of the next Rental Payment date or 60 days after the casualty event) upon payment to Lessor of the Rental Payment then due under such Lease plus the then applicable Purchase Price relating to the Equipment damaged or destroyed (or, in the event such purchase occurs on a date other than a Rental Payment Date, the sum of (i) the Purchase Price relating to the Rental Payment date immediately prior to the date of such purchase plus (ii) accrued interest on the Outstanding Balance relating from the immediately preceding Rental Payment Date to the date of purchase, plus any other amounts then owing under the Lease); or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of $1.00 to Lessor.

After payment of the amount described above, Lessee will own the related Equipment, Lessor's security interests in and to such Equipment will be terminated, and Lessee will own the Equipment free and clear of Lessor's security interest in the Equipment.

ARTICLE XI

Section 11.01. *Assignment by Lessor.*

(a) Lessor's right, title and interest in and to this Agreement, each Lease, the Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its security interest in the Equipment and the Acquisition Fund subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided,* that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust; *provided* such certificates are sold only on a private placement basis (and not pursuant to any "public offering") to a purchaser(s) who represent that (i) such purchaser has sufficient knowledge and experience in financial and business matters to be able to evaluate the risks and merits of the investment, (ii) such purchaser understands neither the Lease nor certificates will be registered under the Securities Act of 1933, (iii) such purchaser is either an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933, or a qualified institutional buyer within the meaning of Rule 144A, and (iv) it is the intention of such purchaser to acquire such certificates (A) for investment for its own account or (B) for resale in a transaction exempt from registration under the Securities Act of 1933; *provided further,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity.

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During each Lease Term, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right

Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

(c) If Lessor notifies Lessee of its intent to assign the Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Agreement within five (5) business days after its receipt of such request.

Section 11.02. *Assignment and Subleasing by Lessee*. None of Lessee's right, title, and interest in, to and under any Lease or Acquisition Fund Agreement or any portion of the Equipment may be assigned or encumbered by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. *Events of Default Defined*. Any of the following events shall constitute an *"Event of Default"* under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within 10 days of the date when due as specified herein or (ii) maintain insurance as required herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor under which there is outstanding, owing or committed an aggregate amount of at least 10% of Lessee's aggregate current long- and short-term indebtedness, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. *Remedies on Default*. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may terminate the Acquisition Fund Agreement related to such Lease and apply any proceeds in the Acquisition Fund to the Rental Payments due hereunder; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease.

Section 12.03. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. *Application of Moneys.* Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. *Notices.* All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. *Binding Effect.* Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. *Severability.* In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.04. *Amendments, Changes and Modifications.* This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. *Execution in Counterparts.* This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.06. *Applicable Law*. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State.

Section 13.07. *Captions*. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By: _____
Name: JESSIE PANGANIBAN
Title: Authorized Agent

LESSEE:

City of Charleston, South Carolina
145 King Street, Suite 104
Charleston, South Carolina 29401
Attention: Procurement Director
Fax No. (843) 720-3872

By: _____
Name: Joseph P. Riley, Jr.
Title: Mayor

(Seal)

Attest:

By: _____
Name: Vanessa Turner-Maybank
Title: Clerk to City Council

List of Exhibits

Exhibit A – Acquisition Fund and Account Control Agreement

Exhibit B-1 – Schedule of Property

Exhibit B-2 – Rental Payment Schedule

Exhibit C – Certificate

Exhibit D – Opinion of Counsel Form

Exhibit E – Acceptance Certificate

Exhibit F – Notice and Acknowledgement of Assignment

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By:_____
Name:_____
Title: Authorized Agent

LESSEE:

City of Charleston, South Carolina
145 King Street, Suite 104
Charleston, South Carolina 29401
Attention: Procurement Director
Fax No. (843) 720-3872

By:_____
Name: Joseph P. Riley, Jr.
Title: Mayor

(Seal)

Attest:

By: Vanessa Turner Maybank
Name: Vanessa Turner-Maybank
Title: Clerk to City Council

List of Exhibits

Exhibit A -- Acquisition Fund and Account Control Agreement
Exhibit B-1 -- Schedule of Property
Exhibit B-2 -- Rental Payment Schedule
Exhibit C -- Certificate
Exhibit D -- Opinion of Counsel Form
Exhibit E -- Acceptance Certificate
Exhibit F -- Notice and Acknowledgement of Assignment

EXHIBIT A

ACQUISITION FUND AND ACCOUNT CONTROL AGREEMENT

[to be attached]

EXHIBIT B-1

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of April 2, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Charleston, South Carolina, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*).

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

3. *Payment Schedule.*

Rental Payments. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B-2. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit E to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(a) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Except as otherwise provided in this Schedule, Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Ordinance No. _____, approved on_____; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (e) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* Except as otherwise provided in this Schedule, the terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other

Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian for deposit in the Acquisition Fund in connection with this Schedule is $_____. It is expected that by [eighteen (18) months] from the date of this Schedule No. 1 Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before [eighteen (18) months] from the date of this Schedule No. 1.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the [eighteen (18) month] following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and _____ consecutive Renewal Terms, with the final Renewal Term ending on _____.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is _____.

10. *Maximum Equipment Cost.* The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule and all previous Schedules is $_____.

11. *Contract Rate.* The Contract Rate for this Schedule is ____%.

12. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Charleston, South Carolina

(b) Lienholder: Banc of America Public Capital Corp
2059 Northlake Parkway, 4th Floor
Tucker, Georgia 30084

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

Dated: April __, 2012

LESSOR:	LESSEE:
Banc of America Public Capital Corp 555 California Street, 4th Floor San Francisco, California 94104 Attention: Contract Administration Fax No.: (415) 765-7373	City of Charleston, South Carolina 145 King Street, Suite 104 Charleston, South Carolina 29401 Attention: Procurement Director Fax No. (843) 720-3872
By:_____ Name:_____ Title: Authorized Agent	By:_____ Name:_____ Title:_____ (Seal) Attest: By:_____ Name:_____ Title: Clerk to City Council

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B-2

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Purchase Price [including prepayment premium]

On any Rental Payment Date, specified in Lessee's written notice to Lessor of its exercise of its purchase option (which notice must be received by Lessor no later than 30 days prior to such purchase), upon payment in full to Lessor of the Rental Payment due on such date, together with any late charges that may have accrued under the Lease, plus the Purchase Price for such Rental Payment Date (which includes a prepayment premium equal to one percent (1%) of the Outstanding Balance on such date).

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to ____%.

LESSEE:

By:_____
Name:
Title:

EXHIBIT C

CERTIFICATE

The undersigned, the duly appointed and acting Clerk to Council of the City of Charleston, South Carolina (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of April 2, 2012 and the Schedule(s) thereunder and all future Schedule(s) (the *"Agreements"*) by and between Lessee and Banc of America Public Capital Corp and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
Joseph P. Riley, Jr.	Mayor	_____
Stephen A. Bedard	Chief Financial Officer	_____
Robert R. Miracle	Deputy CFO	_____

Dated: April __, 2012

By:_____
Name: Vanessa Turner-Maybank
Title: Clerk to City Council

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT D

OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

City Council
City of Charleston, South Carolina
Charleston, South Carolina

Re: Schedule of Property No. 1, dated April 2, 2012 to Master Equipment Lease/Purchase Agreement, dated as of April 2, 2012 between Banc of America Public Capital Corp, as Lessor, and City of Charleston, South Carolina, as Lessee

Ladies and Gentlemen:

We have acted as special counsel to the City of Charleston, South Carolina (the "City"), in connection with the City's authorization, execution and delivery of the following:

(1) a Master Lease-Purchase Agreement (the "Master Lease Agreement"), dated as of April 2, 2012 and exhibits thereto by and between Banc of America Public Capital Corp ("BAPCC") and the City; and

(2) a Schedule of Property No. 1 and Schedule of Property No. 2, both dated April __, 2012 by and between the City and BAPCC (the "Schedules" and, together with the Master Lease Agreement, the "Lease Agreement"), which, among other things, provides for the lease of certain property listed in the Schedule (the "Projects"); and

(3) an Acquisition Fund and Account Control Agreement among BAPCC, the City and Deutsche Bank National Trust Company as Acquisition Fund Custodian, dated April 2, 2012.

In such capacity, we have examined (a) the Constitution of the State of South Carolina and other applicable law; (b) certain proceedings taken by the City, including Ordinance No. _____ (the "Ordinance") enacted on March __, 2012, pertaining to the authorization of the Lease Agreement; (c) executed copies of the Lease Agreement and exhibits thereto and the Acquisition Fund Agreement (collectively, the "Documents"); and (d) such other information and documents as we have deemed relevant in order to render this opinion. All capitalized terms herein shall have the same meanings as in the Documents unless otherwise provided herein.

Regarding questions of fact material to our opinion, we have relied on the representations of the City contained in the Ordinance, the Documents, the Federal Tax Certificate of the City dated as of the date hereof, and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent

investigation. We have assumed that all signatures on documents, certificates and instruments examined by us are genuine, all documents, certificates and instruments submitted to us as originals are authentic and all documents, certificates and instruments submitted to us as copies conform to the originals. In addition, we have assumed that all documents, certificates and instruments relating to the execution and delivery of the Documents have been duly authorized, executed and delivered by all parties thereto other than the City, and we have further assumed the due organization, existence and powers of such other parties other than the City.

As special counsel, we have been retained solely for the purpose of examining the validity and legality of the Documents and of rendering the specific opinions herein stated and for no other purpose. We have not verified the accuracy, completeness or fairness of any representation or information concerning the business or financial condition of the City in connection with the execution and delivery of the Documents. Accordingly, we express no opinion on the completeness, fairness or adequacy of any such representation or information.

Subject to the considerations set forth herein, we are of the opinion that, under existing law:

1. The City is a municipal corporation duly existing under the Constitution and laws of the State of South Carolina, and is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of the City under the Schedule will constitute an obligation of the City within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

2. The City has the requisite power and authority to lease and acquire the Projects and to execute and deliver the Documents and to perform its obligations under the Documents.

3. The Documents have been duly authorized, approved, executed and delivered by and on behalf of the City and the Documents are valid and binding obligations of the City enforceable in accordance with their respective terms; provided, however, we express no opinion as to the legality, validity or binding effect any provisions of the Documents which require or may be construed to require the City to indemnify BAPCC or Deutsche National Trust Company in any way.

4. The authorization, approval, execution and delivery of the Documents and all other proceedings of the City relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Documents or the security interest, if any, of BAPCC or its assigns, as the case may be, in the Equipment or other collateral thereunder.

This opinion is rendered to and may be relied solely upon by BAPCC or its successors or assigns, and may not be relied upon by any other persons, firms or corporations.

The obligations of the City under the Documents are limited by bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Very truly yours,

EXHIBIT E

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

Re: Schedule of Property No. 1, dated April __, 2012, to Master Equipment Lease/Purchase Agreement, dated as of April 2, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Charleston, South Carolina, as Lessee and Acquisition Fund and Account Control Agreement dated as of April __, 20__

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the *"Agreement"*), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) described in the Disbursement Request dated _____ to which this Acceptance Certificate is attached, which is being financed under the above-referenced Schedule of Property (the *"Schedule"*) has been delivered, installed and accepted as of the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

LESSEE:

City of Charleston, South Carolina

By:_____
Name:_____
Title:_____

EXHIBIT F

NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED _____

BANC OF AMERICA PUBLIC CAPITAL CORP, (*"Assignor"*) hereby gives notice that it has assigned and sold to [_____] (*"Assignee"*) all of Assignor's right, title and interest in, to and under [Schedule of Property] No. [_____], dated [_____] (the *"Lease"*) to the Master Equipment Lease/Purchase Agreement (*"Equipment Lease"*) dated as of April __, 2012, between Assignor and City of Charleston, South Carolina (*"Lessee"*).

For purposes of this Notice and Acknowledgment of Assignment (the *"Acknowledgment"*), "Lease" means collectively the Lease identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other [Schedule of Property] entered into under the Equipment Lease and rental payments other than with respect to the [Schedule of Property] identified above. Each capitalized term used but not defined herein has the meaning set forth in the Equipment Lease described above.

1. Pursuant to the authority of Resolution _____ adopted on _____, Lessee hereby acknowledges the effect of the assignment of the Lease and absolutely and unconditionally agrees to deliver to Assignee all rental payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Lease, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section [_____] of the Lease, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining – _____

Amount of Each Rental Payment – $_____

Total Amount of Rents Remaining – $_____

Frequency of Rental Payments – _____

Next Rental Payment Due – _____

Funds Remaining in Escrow Fund – $_____

4. The Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Any inquiries of Lessee related to the Lease and any requests for escrow disbursements, if applicable, and all rental payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

_____
_____
_____

ACKNOWLEDGED AND AGREED:

LESSEE: CITY OF CHARLESTON, SOUTH CAROLINA
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP
[FOR EXHIBIT PURPOSES ONLY]

By: _____

Name: _____

Title: _____

ACQUISITION FUND AND ACCOUNT CONTROL AGREEMENT

This Acquisition Fund and Account Control Agreement (this "Agreement"), dated as of March __, 2016, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), City of Charleston, South Carolina, a municipal corporation of the State of South Carolina (hereinafter referred to as "Lessee"), and Deutsche Bank National Trust Company, a national banking association (hereinafter referred to as "Acquisition Fund Custodian").

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of April 2, 2012, between Lessor and Lessee (the "Master Lease"), together with Schedule of Property No. 3 and Schedule of Property No. 4, each dated March __, 2016 (each, a "Schedule", and together with the Master Lease, the "Lease"), covering the acquisition and financing of certain Equipment described therein (the "Equipment"). Capitalized terms used herein not otherwise defined are used with the meanings given in the Lease. Lessee and Lessor have agreed that all or a portion of the cost of the Equipment in the aggregate amount of $5,381,996 ("Acquisition Amount") shall be deposited into an account or accounts held by the Acquisition Fund Custodian under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment on or before for the purpose of fully funding the Lease, and providing a mechanism for the application of the date designated as the end of the Acquisition Period in each of the Schedules (the "Acquisition Period").

The parties agree as follows:

1. Creation of Acquisition Fund.

(a) There is hereby established a special trust fund to be known as the "City of Charleston 2016 Acquisition Fund" (the "Acquisition Fund"). The Acquisition Fund Custodian shall establish within the Acquisition Fund a 3 Year Term Account (the "3 Year Term Account") and a 4 Year Term Account (the "4 Year Term Account"). $1,400,000 of the Equipment Cost shall be deposited in the 3 Year Term Account and shall be used to finance disbursement requests related to Schedule of Property No. 3. $3,981,996 of the Equipment Cost shall be deposited in the 4 Year Term Account and shall be used to finance disbursement requests related to Schedule of Property No. 4. The Acquisition Fund and the accounts therein shall be held in trust by the Acquisition Fund Custodian for the purposes stated herein, for the benefit of Lessor and Lessee, which account(s) shall be held, disbursed and returned in accordance with the terms hereof (the "Acquisition Fund"). The parties acknowledge and agree that all amounts in the Acquisition Fund are deposits of public funds and shall be held by the Acquisition Fund Custodian and all intermediaries in accordance with applicable Federal and state law and regulations.

(b) The Acquisition Fund Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing

appropriate notice to the Acquisition Fund Custodian for the reinvestment of any maturing investment. Accordingly, neither the Acquisition Fund Custodian nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and Lessee agrees to and does hereby release the Acquisition Fund Custodian and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund. "Qualified Investments" means investments permitted for funds of a local government under the laws of the State.

(c) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by the Acquisition Fund Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Acquisition Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. The Acquisition Fund Custodian shall have no obligation to notify Lessor or Lessee of any such shortfall and it shall be the sole responsibility of Lessee to supplement the Acquisition Fund as necessary to complete the Equipment acquisition. Any moneys remaining in the Acquisition Fund after the expiration of the Acquisition Period shall be applied as provided in Section 4 hereof. The Acquisition Fund Custodian shall not be responsible for any market decline in the value of the Acquisition Fund and has no obligation to notify Lessor or Lessee of any such decline or take any action with respect to the Acquisition Fund, except upon specific written directions stated herein. In the event that conflicting instructions as to the disposition of all or any portion of the Acquisition Fund are at any time given by Lessor and Lessee, the Acquisition Fund Custodian shall abide by the instructions or entitlement orders given by Lessor without consent of Lessee.

(d) The Acquisition Fund shall be terminated at the earlier of (i) the final distribution of amounts in the Acquisition Fund, or (ii) written notice given by Lessor of the occurrence of a default or of a termination of the Lease due to non-appropriation.

(e) The Acquisition Fund Custodian may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Acquisition Fund Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Acquisition Fund Custodian, and for the disposition of the same in accordance herewith.

(f) Lessor and Lessee agree that as long as the Acquisition Fund Custodian shall have acted (or refrained from acting) in good faith and in accordance with the instructions given to it by Lessor and Lessee, or, if conflicting instructions are given, then those given to it by Lessor, it shall not be liable for any error of judgment in any action taken, suffered or omitted by, or for any mistake of fact or law, unless such action or inaction constitutes negligence or willful misconduct. In no event shall the Acquisition Fund Custodian be liable for indirect, special or

consequential damages of any kind whatsoever (including lost profits and lost business opportunities).

(g) Unless the Acquisition Fund Custodian is guilty of negligence or willful misconduct with regard to its duties hereunder, to the extent permitted by law, and to the extent appropriation is made therefor in the applicable fiscal year of Lessee, Lessee agrees to and does hereby release and indemnify the Acquisition Fund Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Acquisition Fund Custodian under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Acquisition Fund Custodian against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(h) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Acquisition Fund Custodian hereunder, the Acquisition Fund Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Acquisition Fund Custodian shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(i) The Acquisition Fund Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Acquisition Fund Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(j) To the extent permitted by law, and to the extent appropriation is made therefor in the applicable fiscal year of Lessee, Lessee shall reimburse the Acquisition Fund Custodian for all reasonable costs and expenses, including those of the Acquisition Fund Custodian's attorneys, agents and employees incurred for extra-ordinary administration of the Acquisition Fund and the performance of the Acquisition Fund Custodian's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Acquisition Fund, or otherwise related to the exercise of the Acquisition Fund Custodian's powers and duties hereunder. Promptly after, or contemporaneously with, Acquisition Fund Custodian's notice to Lessee that any of the account charges have not been paid or reimbursed, Acquisition Fund Custodian may seek reimbursement directly from the Lessee for all such amounts, which reimbursement shall be made immediately to the Acquisition Fund Custodian, without cost to the Acquisition Fund Custodian.

(k) Upon the prior written agreement of Lessor and Lessee, a national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, qualified as a depository for public funds, may be substituted to act as Acquisition Fund Custodian under this Agreement, and any substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Acquisition Fund Custodian agrees to assign to such substitute custodian its rights and obligations under this Agreement. The Acquisition Fund Custodian or any successor may at any

time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is deposited in the United States mail with postage fully prepaid, unless an earlier resignation date and the appointment of a successor shall have been or are approved by Lessee and Lessor. Upon delivery of such notice, the Acquisition Fund Custodian shall be under no further obligation except to hold the Acquisition Fund in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Acquisition Fund. Except as otherwise specifically provided herein, the Acquisition Fund Custodian may not delegate, transfer or assign any of the rights, duties, powers or remedies granted to the Acquisition Fund Custodian hereunder without the prior written consent of Lessee and Lessor.

(l) The Acquisition Fund Custodian shall have no discretion whatsoever with respect to the management, disposition or investment of the Acquisition Fund and is not a trustee or fiduciary to Lessee. The Acquisition Fund Custodian shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement, and no fiduciary or implied duties, responsibilities or obligations shall be read into this Agreement.

(m) The Acquisition Fund Custodian shall be excused from failing to act or delay in acting, and no such failure or delay shall constitute a breach of this Agreement, or otherwise give rise to any liability of Acquisition Fund Custodian if (i) such failure or delay is caused by circumstances beyond Acquisition Fund Custodian's reasonable control, including, but not limited to legal constraint, emergency conditions, action or inaction of governmental, civil or military authority, fire, strike, lockout or other labor dispute, war, riot, theft, flood, earthquake or other natural disaster, breakdown of public or common carrier communications or transmission facilities, equipment failure, or gross negligence or willful misconduct of Lessor or Lessee, or (ii) such failure or delay resulted from Acquisition Fund Custodian's reasonable belief based upon the advice of counsel that the action would have violated any guideline, rule or regulation of any governmental authority.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Acquisition Fund. Lessee represents to Lessor that the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) Authorized Acquisition Fund Disbursements. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment. The Acquisition Fund Custodian shall not be responsible for monitoring the use of the funds disbursed from the Acquisition Fund.

(c) Lessee Requisition Procedure. No disbursement from the Acquisition Fund shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Acquisition Fund, there shall be filed with the Acquisition Fund Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of a certificate of Lessee to the effect that:

   (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Lease, and has not been paid or has been paid by the Lessee and the Lessee is entitled to be reimbursed therefor; (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain; and (iv) the Equipment is insured in accordance with the Lease.

2. Delivery to Lessor of an Acceptance Certificate executed by Lessee, together with any bill of sale and invoice therefor as required by Section 5.01(a) of the Lease;

3. The disbursement shall occur during the Acquisition Period set forth in the Schedule applicable to such Equipment;

4. There shall exist no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default);

5. Lessee shall certify to Lessor that Lessee has lawfully budgeted and appropriated funds for the purpose of meeting its Installment Payment obligations under the Lease during Lessee's then current fiscal year.

6. No material adverse change in Lessee's or any guarantor's financial condition shall have occurred since the date of the Lease.

The Acquisition Fund Custodian shall be under no obligation to verify that Lessee has complied with the requisition procedure described in this Section 2 or that any information set forth in the Disbursement Request is accurate and complete, and shall rely solely on Lessor's and Lessee's respective signatures on the Disbursement Request as evidencing Lessor's approval of the Disbursement Request and Lessor's and Lessee's authorization to make the disbursements to the payee or payees as described therein. The Acquisition Fund Custodian shall have a commercially reasonable time period to act on the instruction and disburse the funds as directed.

3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Lease Proceeds to be deposited in the

Acquisition Fund. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Acquisition Fund.

4. Excess in Acquisition Fund. Following the final disbursement from the Acquisition Fund at the end of the Acquisition Period, or termination of the Acquisition Fund as otherwise provided herein, the Acquisition Fund Custodian shall transfer any remaining amounts in the Acquisition Fund to Lessor. Lessor shall be responsible for application of such remaining amounts to payment of Lessee's obligations owed under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Acquisition Fund Custodian and Lessee acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by Acquisition Fund Custodian for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Acquisition Fund, and all proceeds thereof, and all investments made with any amounts in the Acquisition Fund. If the Acquisition Fund, or any part thereof, is converted to investments as set forth in this Agreement to be held by Acquisition Fund Custodian, such investments shall be held by Acquisition Fund Custodian in the name of Lessee, and the Acquisition Fund Custodian hereby agrees to hold any such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. Lessor, Lessee and Acquisition Fund Custodian are entering into this Agreement in order to perfect Lessor's security interest in any portion of the Acquisition Fund held by Acquisition Fund Custodian by means of control as defined in Article 8 of the Uniform Commercial Code. In order to perfect Lessor's security interest by means of control in (i) the Acquisition Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Acquisition Fund, (iii) all of Lessee's rights in respect of the Acquisition Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Acquisition Fund Custodian further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Acquisition Fund Custodian will comply with all written instructions and entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee. Receipt of written instructions from Lessor to disburse all or any portion of the Acquisition Fund in accordance with a Disbursement Request or entitlement order shall constitute authorization to the Acquisition Fund Custodian to redeem investments held with the Acquisition Custodian, its affiliates or Fidelity Investments to the extent necessary to comply with such request, and shall constitute authorization to deliver the proceeds of such redemption to Lessee's deposit account with the Acquisition Fund Custodian or directly to the Lessor for disbursement in accordance with this Agreement.

(c) Acquisition Fund Custodian hereby represents and warrants (a) that the records of Acquisition Fund Custodian show that Lessee is the sole owner of the Collateral, (b) that Acquisition Fund Custodian has not received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Acquisition Fund Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for written instructions and entitlement orders that Acquisition Fund Custodian is obligated to accept from Lessor under this Agreement and entitlement orders that Acquisition Fund Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Acquisition Fund Custodian will not enter into any agreement by which Acquisition Fund agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Acquisition Fund Custodian shall promptly notify Lessor if any person requests Acquisition Fund Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessor hereby instructs Acquisition Fund Custodian to allow Lessee, if applicable, to effect sales, trades, transfers and exchanges of Collateral within the Acquisition Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Acquisition Fund. Acquisition Fund Custodian acknowledges that Lessor reserves the right, by delivery of written notice to Acquisition Fund Custodian, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Acquisition Fund. Further, Acquisition Fund Custodian hereby agrees to comply with any and all written instructions delivered by Lessor to Acquisition Fund Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Acquisition Fund Custodian to comply with all instructions and entitlement orders delivered by Lessor to Acquisition Fund Custodian.

(g) Acquisition Fund Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Acquisition Fund Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Acquisition Fund Custodian and Lessee hereby agree that any property held in the Acquisition Fund shall be treated as a financial asset under such section of the Uniform Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Acquisition Fund Custodian may be a party.

(i) Acquisition Fund Custodian is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 7 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to Lessee with respect to all or any portion of the Acquisition Fund held by the Acquisition Fund Custodian.

7. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns permitted hereunder and under the Lease. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below, or such other address as shall be specified in written notice to the other party:

If to Lessor:	Banc of America Public Capital Corp 555 California Street San Francisco, CA 94104 Attn: Contract Administration Fax: (415) 765-7373
If to Lessee:	City of Charleston, South Carolina P.O. Box 304 Charleston, South Carolina 29402 Attn: Finance Director Fax: (843) 720-3901
If to Acquisition Fund Custodian:	Jane Snyder, Vice President Deutsche Bank National Trust Company 1761 East St. Andrew Place Santa Ana, CA 92705 Phone: (714) 247-6038 Fax: (714) 247-6035

IN WITNESS WHEREOF, the parties have executed this Acquisition Fund and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

By:_____

Title: Authorized Agent

City of Charleston, South Carolina
as Lessee

By:_____

Title: Mayor

Deutsche Bank National Trust Company,
as Acquisition Fund Custodian

By:_____

Title:_____

By:_____

Title:_____

SCHEDULE 1

FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease dated as of April 2, 2012 by and between Banc of America Public Capital Corp, as Lessor and City of Charleston, South Carolina, as Lessee, together with Schedule of Property No. 3 and Schedule of Property No. 4, each dated March __, 2016 (collectively, the "Lease")

[CHECK ONE]

_____ Schedule No. 3 3 Year Term Account

_____ Schedule No. 4 4 Year Term Account

In accordance with the terms of the Acquisition Fund and Account Control Agreement dated as of March __, 2016 (the "Acquisition Fund and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), the City of Charleston, South Carolina ("Lessee") and Deutsche Bank National Trust Company (the "Acquisition Fund Custodian"), the undersigned hereby requests that Lessor instruct the Acquisition Fund Custodian to pay the following persons the following amounts from the Account indicated above of the Acquisition Fund created under the Acquisition Fund and Account Control Agreement (the "Acquisition Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the applicable account of the Acquisition Fund for costs relating to the Equipment identified in the applicable Schedule to the Master Lease, and has not been paid or has been paid by the Lessee and the Lessee is entitled to be reimbursed therefor. Attached hereto is an original of the invoice with respect to any obligation that is to be paid to the vendor or provider, or a copy of the invoice with respect to any obligation that is to be reimbursed to the Lessee.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain.

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Acquisition Period set forth in the Schedule applicable to such Equipment.

(vii) Lessee has lawfully budgeted and appropriated funds for the purpose of meeting its Rental Payment obligations under the Lease during the current fiscal year.

(viii) No material adverse change in Lessee's or any guarantor's financial condition shall have occurred since the date of the Lease.

(ix) Attached hereto is an Acceptance Certificate in the form attached to the Master Lease as Appendix E with respect to the Equipment covered by this requisition.

Dated: _____

CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Authorized Representative

Disbursement of funds from the Acquisition Fund in accordance with the foregoing Disbursement Request hereby is authorized

Banc of America Public Capital Corp
as Lessor under the Lease

By:
Name: _____
Title: _____

CHARLESTON 2016 SCHEDULE OF PROPERTY NO. 03

Re: Schedule of Property No. 03, dated March __, 2016 to Master Equipment Lease/Purchase Agreement, dated as of March 2, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Charleston, South Carolina, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*).

2. *Equipment.* The following items of Equipment with an aggregate cost of $1,400,000 are hereby included under this Schedule of the Master Equipment Lease.

POLICE	32 Marked Ford Interceptor Pursuit
	18 Ford Fusions - Unmarked
	3 Ford Utility Interceptors
	1 Ford Explorer
	1 14 passenger van (community programs)
	2 HD pursuit motorcycles

3. *Payment Schedule.*

Rental Payments. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B-2. The Lessee's obligation to make Rental Payments shall commence on March __, 2016, which is the date on which $1,400,000 is deposited into the 3 Year Term Account of the Acquisition Fund held under the Acquisition Fund and Account Control Agreement established for that purpose.

Purchase Price Schedule. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Except as otherwise provided in this Schedule, Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Ordinance No. 2012-99, approved on February 29, 2016; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of

Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (e) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* Except as otherwise provided in this Schedule, the terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian for deposit in the 3 Year Term Account of the Acquisition Fund in connection with this Schedule is $1,400,000. It is expected that by eighteen (18) months from the date of this Schedule No. 3 Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before eighteen (18) months from the date of this Schedule No. 3.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the eighteen (18) month period following the date hereof.

8. *Lease Term.* The Original Term of the Lease shall mean the period from the date of this Schedule No. 3 until the end of the current fiscal year (December 31, 2016). The Lease Term shall consist of the Original Term and three (3) consecutive Renewal Terms, with the final Renewal Term ending on March __, 2019.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is the first Rental Payment Date (September __, 2016).

10. *Maximum Equipment Cost.* The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule is $1,400,000.

11. *Contract Rate.* The Contract Rate for this Schedule is 1.1713% per annum.

12. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Charleston, South Carolina

(b) Lienholder: Banc of America Public Capital Corp
2059 Northlake Parkway, 4th Floor
Tucker, Georgia 30084

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

13. Notwithstanding anything in the Agreement to the contrary, Lessor and Lessee agree that for purposes of this Lease only, the following amendments to the agreement are

effective:

(a) Section 7.02 of the Agreement is hereby deleted in its entirety and the following Section 7.02 is substituted in lieu thereof:

Section 7.02. Insurance. Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Purchase Price under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $10,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as Exhibit G. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

(b) Section 7.04 of the Agreement is hereby deleted in its entirety and the following Section 7.04 is substituted in lieu thereof:

Section 7.04. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid

at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less.

(c) Section 12.01(a) of the Agreement is hereby deleted in its entirety and the following Section 12.01(a) is substituted in lieu thereof:

> (a) Failure by Lessee to (i) pay any Installment Payment or other payment required to be paid under any Purchase Agreement within 10 days after the date when due as specified therein or (ii) maintain insurance as required under such Purchase Agreement (including Section 7.02 incorporated therein);

(d) The first paragraph of Section 5.04 of the Agreement is hereby amended by adding two additional sentences at the end of that paragraph that read as follows:

Lessee is not in violation of any laws or regulations relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the "Patriot Act"). Lessee does not and will not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any blocked or prohibited person or entity described in the preceding sentence or deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or the Patriot Act.

(e) The attached Exhibit G is hereby attached to the Agreement.

[Signatures on following page]

Dated: March __, 2016

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By:_____
Name:_____
Title: Authorized Agent

LESSEE:

City of Charleston, South Carolina
145 King Street, Suite 104
Charleston, South Carolina 29401
Attention: Procurement Director
Fax No. (843) 720-3872

By:_____
John J. Tecklenburg, Mayor

(Seal)

Attest:

By:_____
Vanessa Turner-Maybank
Clerk to the City Council

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B-2
SCHEDULE NO. 3 DATED MARCH __, 2016

RENTAL PAYMENT SCHEDULE

3 Year Fixed Rate Rental Payment Schedule

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price (Outstanding Balance)
3/__/2016				$1,400,000.00
9/__/2016			$229,940.43	$1,170,059.57
3/__/2017			$231,287.03	$ 938,772.54
9/__/2017			$232,641.52	$ 706,131.02
3/__/2018			$234,003.94	$ 472,127.09
9/__/2018			$235,374.33	$ 236,752.75
3/__/2019			$236,752.75	0
TOTALS			$1,400,000	.

The Lessee may prepay this Lease in whole (or in part if prepaid as a result of substantial damage or destruction of the Equipment pursuant to Section 10.01(b) of the Master Lease) on any Rental Payment Date, specified in Lessee's written notice to Lessor of its exercise of its purchase option (which notice must be received by Lessor no later than 30 days prior to such prepayment), upon payment in full to Lessor of the Rental Payment due on such date, together with any late charges that may have accrued under the Lease, plus the Purchase Price for such Rental Payment Date.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to ____%.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By:_____
John J. Tecklenburg, Mayor

EXHIBIT G
FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 03, dated March __, 2016, to Master Equipment Lease/Purchase Agreement, dated as of March 2, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Charleston, South Carolina, as Lessee

In connection with the above-referenced Schedule of Property (the *"Schedule"*), City of Charleston, South Carolina (the *"Lessee"*) hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the *"Equipment"*). The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to Lessee the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____ _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

CHARLESTON 2016 SCHEDULE OF PROPERTY NO. 04

Re: Schedule of Property No. 04, dated March __, 2016 to Master Equipment Lease/Purchase Agreement, dated as of April 2, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Charleston, South Carolina, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the *"Master Equipment Lease"*).

2. *Equipment.* The following items of Equipment with an aggregate cost of $3,981,996 are hereby included under this Schedule of the Master Equipment Lease.

DEPARTMENT	Vehicles
ENVIRONMENTAL SERV	
	8 Scows
	1 Garbage Truck OR 1 Sweeper
FIRE - OPERATIONS	
	1 pumpers
	Add Engine 121
	subtotal
	4 Suburbans or Equivalent
	subtotal
FIRE MARSHAL	2 "4 X 2" Pickups with bed cover -Replacements
	2 "4 X 2" Pickups with bed cover -New staff
FLEET	
	T&T message sign trailers
	2 Golf Carts
	**All other - See Fleet Detail list below
IT	PC replacement program - 200 desktops, 10 laptops
	& 10 tablets
	Server upgrades
	EqualLogic Storage System Addition
	Network Hardware replacements (misc)
STORMWATER	
	Jet Vactor/Sewer Truck
	Ford Escape

GOLF COURSE	Fairway Mower Reelmaster 3100-D Slope
PARKING ENFORCEMENT	Nissan Frontier with Hard Cover W/T

**** Fleet List**	**** Fleet List (continued)**
NISSAN FRONTIER W/T	Ford Transit EZ w Bins/Ladder rack
FORD F250	NISSAN FRONTIER W/T
FORD TRANSITS E1Z (full windows)	Ford Mini Van 7 passengers
NISSAN FRONTIER W/T	C/C f 250
NISSAN FRONTIER W/T	NISSAN FRONTIER W/T
NISSAN FRONTIER W/T	FORD TRANSITS E1Z (full windows)
Ford Transit EZ w Bins/Ladder rack	
NISSAN FRONTIER W/T	
2016 Ford Transit-14 Passenger	
Ford Mini Van 7 passengers	
FORD ESCAPE F/F W/T	
FORD ESCAPE F/F W/T	

3. *Payment Schedule.*

Rental Payments. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B-2. The Lessee's obligation to make Rental Payments shall commence on March __, 2016, which is the date on which $3,981,996 is deposited into the 4 Year Term Account of the Acquisition Fund held under the Acquisition Fund and Account Control Agreement established for that purpose.

Purchase Price Schedule. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Except as otherwise provided in this Schedule, Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Agreement and the Leases pursuant to Ordinance No. 2012-99, approved on February 29, 2016; (c) the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of

Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (e) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* Except as otherwise provided in this Schedule, the terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian for deposit in the 4 Year Term Account of the Acquisition Fund in connection with this Schedule is $3,981,996. It is expected that by eighteen (18) months from the date of this Schedule No. 4 Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before eighteen (18) months from the date of this Schedule No. 4.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the eighteen (18) month period following the date hereof.

8. *Lease Term.* The Original Term of the Lease shall mean the period from the date of this Schedule No. 4 until the end of the current fiscal year (December 31, 2016). The Lease Term shall consist of the Original Term and four (4) consecutive Renewal Terms, with the final Renewal Term ending on March __, 2020.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is the first Rental Payment Date (September __, 2016).

10. *Maximum Equipment Cost.* The Maximum Equipment Cost approved on a cumulative basis under the Lease for this Schedule is $3,981,996.

11. *Contract Rate.* The Contract Rate for this Schedule is 1.2434% per annum.

12. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

(a) Registered Owner: City of Charleston, South Carolina

(b) Lienholder: Banc of America Public Capital Corp
2059 Northlake Parkway, 4th Floor
Tucker, Georgia 30084

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the term of the Lease.

13. Notwithstanding anything in the Agreement to the contrary, Lessor and Lessee agree that for purposes of this Lease only, the following amendments to the agreement are

effective:

(a) Section 7.02 of the Agreement is hereby deleted in its entirety and the following Section 7.02 is substituted in lieu thereof:

> *Section 7.02. Insurance.* Lessee shall, during the Lease Term under each Lease, maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Purchase Price under such Lease or (ii) the replacement cost of the Equipment under such Lease; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least $10,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lessor and Lessee in connection with the execution and delivery of a Lease, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as Exhibit G. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

(b) Section 7.04 of the Agreement is hereby deleted in its entirety and the following Section 7.04 is substituted in lieu thereof:

> *Section 7.04. Advances.* In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. Lessee covenants and agrees to pay such amounts so advanced by

Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* 5% per annum or the maximum amount permitted by law, whichever is less.

(c) Section 12.01(a) of the Agreement is hereby deleted in its entirety and the following Section 12.01(a) is substituted in lieu thereof:

(a) Failure by Lessee to (i) pay any Installment Payment or other payment required to be paid under any Purchase Agreement within 10 days after the date when due as specified therein or (ii) maintain insurance as required under such Purchase Agreement (including Section 7.02 incorporated therein);

(d) The first paragraph of Section 5.04 of the Agreement is hereby amended by adding two additional sentences at the end of that paragraph that read as follows:

Lessee is not in violation of any laws or regulations relating to terrorism or money laundering ("Anti-Terrorism Laws"), including Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (the "Executive Order"), and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the "Patriot Act"). Lessee does not and will not conduct any business or engage in making or receiving any contribution of funds, goods or services to or for the benefit of any blocked or prohibited person or entity described in the preceding sentence or deal in, or otherwise engage in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order or engage in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law or the Patriot Act.

(e) The attached Exhibit G is hereby attached to the Agreement.

[Signatures on following page]

Dated: March __, 2016

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration
Fax No.: (415) 765-7373

By:_____
Name:_____
Title: Authorized Agent

LESSEE:

City of Charleston, South Carolina
145 King Street, Suite 104
Charleston, South Carolina 29401
Attention: Procurement Director
Fax No. (843) 720-3872

By:_____
John J. Tecklenburg, Mayor

(Seal)

Attest:

By:_____
Vanessa Turner-Maybank
Clerk to the City Council

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT B-2
SCHEDULE NO. 4 DATED MARCH __, 2016

RENTAL PAYMENT SCHEDULE

4 Year Fixed Rate Rental Payment Schedule

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price (Outstanding Balance)
3/__/2016				$3,981,996.00
9/__/2016			$487,019.75	$3,494,976.25
3/__/2017			$490,047.46	$3,004,928.79
9/__/2017			$493,093.98	$2,511,834.81
3/__/2018			$496,159.45	$2,015,675.36
9/__/2018			$499,243.97	$1,516,431.39
3/__/2019			$502,347.67	$1,014,083.73
9/__/2019			$505,470.66	$ 508,613.07
3/__/2020			$508,613.07	0
TOTALS			$3,981,996.00	

The Lessee may prepay this Lease in whole (or in part if prepaid as a result of substantial damage or destruction of the Equipment pursuant to Section 10.01(b) of the Master Lease) on any Rental Payment Date, specified in Lessee's written notice to Lessor of its exercise of its purchase option (which notice must be received by Lessor no later than 30 days prior to such prepayment), upon payment in full to Lessor of the Rental Payment due on such date, together with any late charges that may have accrued under the Lease, plus the Purchase Price for such Rental Payment Date.

For purposes of this Lease, *"Taxable Rate,"* with respect to the interest component of Rental Payments, means an annual rate of interest equal to ____%.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By:_____
John J. Tecklenburg, Mayor

EXHIBIT G
FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 04, dated March __, 2016, to Master Equipment Lease/Purchase Agreement, dated as of April 2, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Charleston, South Carolina, as Lessee

In connection with the above-referenced Schedule of Property (the *"Schedule"*), City of Charleston, South Carolina (the *"Lessee"*) hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Schedule (herein, the *"Equipment"*). The dollar amount limit for property damage to the Equipment under such self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of $_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to Lessee the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is $_____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of $_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is $_____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of $_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from the such sources are limited as follows: _____ _____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:
CITY OF CHARLESTON, SOUTH CAROLINA

By: _____
Name: _____
Title: _____

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT – SLED 2016 STATE HOMELAND SECURITY PROGRAM

REQUEST: To apply for a SLED grant in the amount of $7,500.00 for the Low Country Regional Collapse Search & Rescue Team-Charleston Funds will be used for the 2016 Operational Readiness Exercise

COMMITTEE OF COUNCIL: W&M **DATE:** March 8, 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	☐	☐		☐
City of Chs. Fire Dept.	X	☐		☐
Grants Manager	x	☐	Cherrie 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 X

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharm

FISCAL IMPACT:

No City match required.

Mayor's Signature: John J. Tecklenburg, Mayor

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

City of Charleston

JOHN J. TECKLENBURG
MAYOR

South Carolina

KAREN E. BRACK
FIRE CHIEF

Charleston Fire Department

To: Mayor John J. Tecklenburg
City Council
From: Chief Karen E. Brack
Date: February 18, 2016
Subject: 14SHSP30-State Homeland Security Grant request

The purpose of the FY14 State Homeland Security Grant is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. This funding allows for the purchase of new equipment, response PPE, basic work wear and safety equipment for the South Carolina Task Force-3 (SCTF-3).

The FY14 State Homeland Security Grant has allotted funding for training exercises under special conditions. The Charleston Fire Department as part of the Low Country Regional Collapse Search and Rescue Team is seeking funding for our Regional Urban Search and Rescue (USAR) Team to be reimbursed for the 2016 Operational readiness exercise.

This exercise will take place on March 16, 2016 and will be an earthquake scenario with a 4-story concrete building collapse with multiple victims trapped. SCTF-3 will be activated as an asset by the first responders on scene and will begin operations around 1000 hrs. This exercise will show SCTF-3's competency in the following areas; confined space shoring, sloped floor shoring, heavy lifting/ heavy moving and USAR marking systems.

This is a request to apply for and accept grant funding items as submitted and approved by the State Approving Agency (SAA) in the amount of $7,500. This funding will be used to replace incidentals and items damaged beyond repair that will be used during the yearly exercise that is being set up by the Charleston County EMD.

The closing date for this application is March 31, 2016, at which the CFD would like to submit based on the above requests. The project performance start date for this grant is January 1, 2016 and ends March 31, 2016.This grant does not require a match.

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

Thank you.

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

Proposal for The 2015 WMD Exercise Program (2014 SHSP Grant)

1

Project Proposal Worksheet

Write project proposals that address exercises/drills to assess the team stardards, FEMA typing, SOP's, capability gaps, etc. for the following Homeland Security specialized response teams: WMD/Hazmat, WMD/SWAT, WMD/Bomb, IMT, US&R, CS&R, and RMAT.

Instructions: Please fill in all the blocks of this worksheet with the requested information and submit to the SAA. The worksheet can be emailed to Chris Simpson (csimpson@sled.sc.gov) or Bob Connell (rconnell@sled.sc.gov). If you have any questions, you can e-mail them.

Please name your submitted MS Word proposal worksheet file(s) as follows (Your Jurisdiction, Agency, Capability Addressed): JurisdictionAgencyCapability. For example if my jurisdiction was Charleston County and my agency was the Sheriff's Department and I had a Bomb Team project the file name would be: CharlestonCoSheriffBomb. If my jurisdiction was Florence County and I was with Emergency Management and I needed IMT member training, the file name would be: FlorenceCoEMIMT.

NOTE: If this proposal is accepted, and a corresponding new project is added to your 2014 grant, all the previously accepted Terms & Conditions, as well as Special Conditions for your 2014 grant, will apply to the added project.

Helpful Tools

Spell Check:
1. Click on the **[Tools]** menu
2. Select **[Spelling]**
3. The Spelling box will appear, indicating misspelled words and suggested corrections

Project Director Name:	MARK DAVIS
Signature:	MaDavis
Financial Officer Name:	
Signature:	
Authorized to Sign Name:	
Signature:	

Project Proposal Identification

Grant:	SHSP	**Sub-recipient Org. Name:**	Charleston Fire (SCTF-3)
Start / End Dates:		**Project Location Zip Code:**	
		Dunns Number:	077990786

Submitter Name:	Anthony Morley	**E-Mail:**	morleya@charleston-sc.gov
		Phone:	843-714-4697
Funding Request ($):	$7,500	**% on Law Enforcement:**	%

Project Name: 2016 Quake Readiness Drill

Sustain or Build? Sustain

Deployable X/Yes or No
Shareable Yes or No

Regional Investment? If yes, which counties? Charleston County regional collapse team (NCFD, CFD, MPFD, SAFD & JIPSD

Primary Core Capability? NIMS Type II Collapse Search and Rescue

I.A. Provide a brief description of this project and what core capabilities will be built or maintained/sustained to address specific risks. Provide NIMS Typed Resources if any: Refer to the Resource Typing Library Tool at http://www.fema.gov/resource-management

Money from this investment is going to be used to replace incidentals and items damaged beyond repair that will be used during a HSEEP compliant yearly exercise that is being set up by the Charleston County EMD. This exercise will take place on March 16, 2016 and will be an Earthquake scenario with a 4-story concrete building collapse with multiple victims trapped. SCTF-3 will be activated as an asset by the first responders on scene and will begin operations around 1000 hrs. This exercise will show SCTF-3's competency in the following area; confined space shoring, breaching/breaking, sloped floor shoring, heavy lifting/ heavy moving and USAR marking systems. Physical work will stop by 1700 hrs. A clean-up/demobilization process will begin after 1700 hrs. SCTF-3 is only seeking funding for items that will be used or destroyed during the drill. SCTF-3 will not seek reimbursement for backfill pay, food, water or any fuel costs.

I.B. Describe existing core capability levels prior to the use of funds and the core capability gaps that this project will address.

This funding will assist South Carolina Task Force 3 in filling the gap set forth as the exercise component of the DHS expectations of performance. This gap has been a huge weakness state wide and this funding will create an ability to not only exercise our team members it will be as close to a real life scenario as possible while showing capabilities to maintain a deployable asset in the State of South Carolina.

II.A. Funding Plan

Provide the total estimated cost for the period of performance for this project by completing the following table:

- ***Provide solution area costs (including personnel); for funding sources other than Homeland Security funds, identify the funding source***
- ***For each solution area that has an associated funds request, provide a brief summary description of the planned expenditures (including personnel)***

	Homeland Security Grant Program Request	Other Funding Sources Applied	Grand Total
Planning	0	0	0
Equipment	7000		7000
Training			0
Exercises	500	0	500
Total	$7,500.00		$7,500.00

Planning

Planning for this exercise has taken place since Mid-January 2016 at no cost to SCTF-3

Equipment

Equipment used during this drill will be as follows; Stanley DS11 hydraulic diamond chain saw chains $1,170.00 each, Stanley 45 breaker hydraulic moil point and chisel bits $39.25 each, Stanley hydraulic 2" and 3" core drill bits $369.12 and $462.66 each, Stihl TS 760 Rotary diamond saw blades $300.00 each, Stanley Hydraulic Abrasive wheels $29.53 each, Pneumatic nails for shoring $100.00 box, Various Circular saw blades $25.00 each, 8 d and 16 d nails for wood shoring $75.00, spray paint for USAR markings $75.00, Webbing or any lifting slings damaged $200.00, disposable ear protection $100.00 box, eye protection $75.00, BDU damaged beyond repair, $50.00 set, NFPA 1951 gloves damaged beyond repair $75.00 pair.

Training

In addition to this yearly exercise, SCTF-3 trains once a month and include four core subjects that incorporate collapse rescue training. SCTF-3 also has 12 logistics days per year to exercise equipment and perform check offs.

Exercise

This exercise will be the HSEEP ORE for SCTF-3 for 2016

II.B. Milestones

Provide specific descriptive milestones for the project over the period of performance, including start and end dates for each milestone; up to 10 milestones may be provided.

Milestone 1

Planning and set-up for Charleston County EMD exercise that includes an earthquake and simulated building collapse.

Start Date: January 2016 **End Date:** March 16, 2016

Milestone 2
Program director Morley will ensure that exercise is HSEEP compliant through South Carolina EMD.

Start Date: January 2016 **End Date:** February 3, 2016

Milestone 3
Program Director Morley will ensure that SCTF-3's participation in this exercise will qualify for DHS reimbursement as well as providing two evaluators from State USAR CS&R committee to provide an outside evaluation.

Start Date: January 2016 **End Date:** February 3, 2016

Milestone 4
Based on previous drill participation a list of equipment to be used for ORE will be compiled with replacement costs for destroyed equipment. This will include as many makes, models, and part numbers as possible to assist. All equipment should be able to be replaced by a single vendor so a quote from this vendor may be used for reference.

Start Date: January 2016 **End Date:** March 1,2016

Milestone 5
Based on pricing and availability, the broken equipment and PPE will be selected for purchase using the City of Charleston procurement policies and regulations. Program Manager Morley will oversee and accept delivery of this equipment as well as be responsible for placing it in service & replacing any member PPE. No new training on this equipment will be necessary because it will be replacing what was used during the ORE

Start Date: 3/17/16 **End Date:** July 1, 2016

II.C. Project Management

Describe the management team / personnel that are directly responsible for the implementation of this project.

Project Manager- Anthony Morley CFD. Oversight committee including Mark Davis CFD, Steve Drozd MPFD, Trey Coker NCFD, Tom Glick JIPSD and Charles Lamoreaux SAFD.

III.A. Impact

What outcomes will indicate that this project is successful at the end of the period of performance?

Successful completion of this ORE will ensure that South Carolina Task Force 3 maintains itself as a deployable asset in the State of South Carolina.

COMMITTEE / COUNCIL AGENDA

(6)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT – SLED 2016 STATE HOMELAND SECURITY PROGRAM

REQUEST: To apply for a SLED grant in the amount of $78,500.00 for the Low Country Regional Collapse Search & Rescue Team-Charleston Funds will used for replacement of equipment and required training.

COMMITTEE OF COUNCIL: W&M **DATE:** March 8, 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	☐	☐		☐
City of Chs. Fire Dept.	X	☐		☐
Grants Manager	x	☐		☐

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 X

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

No City match required.

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

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

City of Charleston

JOHN J. TECKLENBURG
MAYOR

South Carolina

KAREN E. BRACK
FIRE CHIEF

Charleston Fire Department

To: Mayor John J. Tecklenburg
City Council
From: Chief Karen E. Brack
Date: February 23, 2016
Subject: FY16-State Homeland Security Grant request

The purpose of the FY16 State Homeland Security Grant Program (SHSP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States.

The Charleston Fire Department (CFD) was advised on February 4, 2016 that the FY16 SHSP was opened for project submittals. The CFD as part of the Low Country Regional Collapse Search and Rescue Team is seeking funding for our Regional USAR team.

This is a request to apply for and accept grant funding items as submitted and approved by the State Approving Agency (SAA) in the amount of $78,500 for a USAR search kit, savox/delsar cable reel, safe headlamps, and other various equipment for the South Carolina Task Force-3 (SCTF-3). In addition, the CFD is requesting to apply for and accept $5,000 for allocated training/exercise time, utilized to develop Homeland Security Exercise and Evaluation Program (HSEEP) compliant standards based training.

The closing date for this application is March 5, 2016, and thus, when it reaches your desk, it will be considered an after-the-fact approval. The project performance start date for this grant is October 1, 2016 and ends September 30, 2017. This grant does not require a match.

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

Thank you.

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

COMMITTEE / COUNCIL AGENDA

7.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: CITY OF CHARLESTON FIRE DEPARTMENT – SLED 2016 STATE HOMELAND SECURITY PROGRAM

REQUEST: To apply for a SLED grant in the amount of $66,000.00 for the Charleston Fire Department's Hazardous Materials Team.

Funds will be used for the replacement of a True Defender (chemical identifier).

COMMITTEE OF COUNCIL: W&M **DATE:** March 8, 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	☐	☐		☐
City of Chs. Fire Dept.	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]

John J. Tecklenburg, Mayor

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

City of Charleston

JOHN J. TECKLENBURG
MAYOR

South Carolina

KAREN E. BRACK
FIRE CHIEF

Charleston Fire Department

To: Mayor John J. Tecklenburg
City Council
From: Chief Karen E. Brack
Date: February 25, 2016
Subject: FY16-State Homeland Security Grant request

The purpose of the FY16 State Homeland Security Grant Program (SHSP) is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. This funding allows for the purchase of new equipment, response PPE, basic work wear and safety equipment for emergency response agencies tasked with handling chemical, biological, radiological and nuclear incidents; among others. The Charleston Fire Department (CFD) was advised on February 4, 2016 that the FY16 SHSP was opened for project submittals.

The CFD's Hazardous Materials Team (HAZMAT) currently operates as a FEMA Type II HAZMAT team with assigned members. The CFD's HAZMAT team also supports the Low Country Hazmat/WMD Regional Response Team by providing manpower and equipment in support of the regional mission. One of the instruments that the CFD's HAMAT team currently utilizes is the Ahura First Defender (AhuraFD). This equipment allows for the CFD's HAZMAT team to test for unknown solid and liquid chemical testing, which can be vital in response to unknown substances within Charleston.

The one currently being utilized by the CFD's HAZMAT team is a first generation model of this technology that was discontinued by the manufacturer on December 31, 2011. While this technology brought the response capabilities of the CFD's HAZMAT team and the Low Country HAZMAT/WMD Regional Response Team into modern technology in 2011, it is now antiquated and outdated.

This is a request to apply for and accept grant funding items as submitted and approved by the State Approving Agency (SAA) in the amount of $66,000 for a First Defender RMX. The closing date for this application is March 5, 2016, and thus, when it reaches your desk, it will be considered an after-the-fact approval. The project performance start date for this grant is October 1, 2016 and ends September 30, 2017. This grant does not require a match.

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

Thank you.

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

COMMITTEE / COUNCIL AGENDA

8.J

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: POLICE DEPARTMENT- 2016 STATE HOMELAND SECURITY PROGRAM

REQUEST: To approve the submission of the 2016 State Homeland Security Program grant application in the amount of $14,719 for the CPD Dive Team rigging and recovery equipment.

COMMITTEE OF COUNCIL: W&M **DATE:** March 8, 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 Wharton

FISCAL IMPACT:

No City Match Required

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

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

City of Charleston
South Carolina

JOHN J. TECKLENBURG
Mayor

GREGORY G. MULLEN
Chief of Police

POLICE DEPARTMENT

MEMORANDUM

TO: Mayor John J. Tecklenburg
City of Charleston Councilmembers

FROM: Gregory Mullen, Chief
City of Charleston Police Department

SUBJECT: FY16 State Homeland Security Grant Program

DATE: 29 February 2016

Please be advised that the City of Charleston's Police Department is pursuing funding from the South Carolina State Homeland Security Grant Program (SHSP). This is a pass-through grant through the State Law Enforcement Division (SLED). The funding request of $14,719 may be utilized for acquisition of Public Safety Dive Team equipment. The CPD anticipated the announcement of the FY16 Port Security Grant Program in order to effectively leverage funding requests from both FEMA and SLED. The application is due March 5, 2016 and thus, when it reaches your desk, it will be considered after-the-fact approval.

The purpose for pursuing this grant competition is to advance towards FEMA Type-II certification of the CPD Dive Team. The Dive Team performs prevention, response and recovery duties. FEMA Type-II certification would ensure that CPD divers are trained and equipped to handle most threats and recovery operations.

There are no personnel requests in this grant application. There is no matching requirement for this grant. The competition is available to South Carolina state, local and tribal law enforcement agencies.

City of Charleston
South Carolina

JOHN J. TECKLENBURG
Mayor

GREGORY G. MULLEN
Chief of Police

POLICE DEPARTMENT

or mulleng@charleston-sc.gov should you have any questions or concerns regarding the competition. Thank you for your ongoing support.

Respectfully,

Gregory Mullen, Chief of Police

Attachment: 2016 SLED-SHSP Grant Budget Detail

Cc Mayor John J. Tecklenburg.,
Robin Griffith
Lawrence Thompson

180 LOCKWOOD BLVD., CHARLESTON, SOUTH CAROLINA 29403, 843-577-7434
AN EQUAL OPPORTUNITY EMPLOYER

Proposal for The 2015 Homeland Security Grant Program

Project Proposal Worksheet

Write project proposals that address maintenance, sustainment, and / or focused improvement to include: 1) Homeland Security Regional Teams (i.e. WMD/Hazmat, WMD/SWAT, WMD/Bomb, IMT, US&R, CS&R, RMAT); 2) Information Gathering & Analysis by the State Fusion Center; 3) Cyber Security; 4) Active Shooter Program; 5) Statewide Security of Critical Infrastructure & Key Resources; 6) Statewide Homeland Security Training & Coordination; 7) Statewide Exercise Program; 8) NIMS, Resource Typing & Credentialing; 9) Interoperable Communications.

Instructions: Please fill in all the blocks of this worksheet with the requested information and submit to the SAA. The worksheet can be emailed to Chris Simpson (csimpson@sled.sc.gov) or Bob Connell (rconnell@sled.sc.gov). If you have any questions, you can e-mail them.

Please name your submitted MS Word proposal worksheet file(s) as follows (Your Jurisdiction, Agency, Capability Addressed): JurisdictionAgencyCapability. For example if my jurisdiction was Charleston County and my agency was the Sheriff's Department and I had a Bomb Team project the file name would be: CharlestonCoSheriffBomb. If my jurisdiction was Florence County and I was with Emergency Management and I needed IMT member training, the file name would be: FlorenceCoEMIMT.

Based on past experience and required inputs to DHS, this worksheet has been provided to aid you in drafting your project proposal for provision to the SC State Administrative Agency (SLED), Homeland Security Program Office. If your proposal is accepted, additional information will be required at a later time.

Helpful Tools

Spell Check:

1. Click on the **[Tools]** menu
2. Select **[Spelling]**
3. The Spelling box will appear, indicating misspelled words and suggested corrections

Project Proposal Identification

Grant:	SHSP	**Sub-recipient Org. Name:**	City of Charleston Police Department
Start / End Dates:		**Project Location Zip Code:**	180 Lockwood Blvd, Charleston, SC 29403
		Dunns Number:	077990786

Submitter Name:	Ann-Marie Quinn	**E-Mail:**	quinna@charleston-sc.gov
		Phone:	843-720-3782
Funding Request ($):	$14,719	**% on Law Enforcement:**	100%

Project Name: CPD Dive Response Unit-NIMS Credentialing Project

Sustain or Build? Build

Deployable Yes
Shareable Yes

Regional Investment? If yes, which counties? Charleston, Dorchester, Berkeley Counties

Primary Core Capability? Dive Response & Recovery

I.A. Baseline – Any Other Funding - Request Name and Funding
If the Investment was funded in any previous request, please provide the name of the grant and the total amount of funding that was dedicated to this Investment, if any.

Title: CPD Dive Response Unit-NIMS Credentialing Project
Goal: Achieve NIMS Type-II Credentialing, and greater prevention and protection capabilities by 2018

This is application supports the active 15SHSP48 grant for the above project.

In 2015, SLED granted $11,059 to the CPD Dive Response Unit for the purchase of underwater handheld and scene lighting. This was the initial step in a multi-year project.

In 2015, the CPD allocated approximately $37,000 out of its own operating budget to purchase BC systems, tri-lam & vulcanized suits, and a dive computer.*
**Budgeted costs based on MSRP. Actual expenses may be lower.*

Previous funding (List Grant #s & Amount): **15SHSP48 - $11,059**

Project Management Step (see Appendix): **Execute. Year 2 out of 3 for NIMS Type-II Credentialing Goal.**

I.B. Provide a brief description of this project and what core capabilities will be built or maintained/sustained to address specific risks. Provide NIMS Typed Resources if any: Refer to the Resource Typing Library Tool at http://www.fema.gov/resource-management

Overview

Credentialing of the Dive Response Team would have an immediate and long-term benefit for statewide security of Critical Infrastructure and Key Resources (CIKR) (Project Theme No. 8, 5). The City of Charleston contains 1 of the top 10 ports in the United States, 3 CIKR's, a Carnival cruise docking site, and numerous locations popular for official visits. However, the City of Charleston Police Department's (CPD) Underwater Response Team cannot safely access, prevent, or respond to the security needs required for its CIKR's. The CPD requests funding to support the purchase of bags and rigging gear. Funding would support the Department's ongoing effort to have a NIMS Tier II-type Public Safety Dive Team. In order to participate in a regional response team within the next three years, the Dive Team must strengthen its core screening, search and detection capability.

Description of Project

The Chief of Police has appointed a commanding officer to oversee the Dive Response Team's enhancement. The officer, Lieutenant Meyers, will oversee the modernization of the unit's planning, equipment and training. The 3-year project goal is to achieve NIMS Tier II-type credentials. The standard would ensure the team is properly equipped for a variety of scenarios and, indicate the capabilities to FEMA and SLED when disasters strike. The CPD is purchasing supplies to outfit the team. However, the Department requests your support to purchase bags and rigging.

Core Capabilities

The CPD intends to build upon the Dive Team's core screening, search and detection capability. The Dive Team is designed to address hazard prevention. For example, the team navigates pilings of the Ravenel Bridge (CIKR) for explosives and WMD's prior to major events, e.g. the Cooper River Bridge Run. The unit is also charged with technical and intrusive searches in detecting LIMPIDS and LIMPIDS containing narcotics headed to the Port of Charleston (Group II Port; CIKR). Finally, the Dive Team is called upon for protection against human-caused threats by screening areas required for the multitude of visits made by DHS officials, dignitaries, and Presidential nominees.

The CPD Dive Team works in partnership with SEAHAWK and serves as a member of the Area Maritime Security Committee. As a member, it assists the Ports Authority by providing personnel and equipment to in support of screening, search and detection. As such, the CPD Dive Team should be able to deploy quality Tier II-typed resources required as a contributing member to these regional and national security groups.

In terms of collaboration, the CPD Dive team works closely with its partners to screen Wharf Alpha at the Naval Weapons Station (NWS)-Charleston. When classified materials and Department of Energy shipments are received or transported, the NWS calls out to area teams to screen for WMD devices concealed below the waterline on the vessel, contents, and wharf structure. The CPD is possibly the largest dive team in the region however, no one team can clear the area in the timeframe required for the shipments. A joint effort will always be required. These screening requests occur 4- 6 times a year in addition to monthly call-outs in the City's jurisdictional waters. Therefore, the Dive Team's frequent activity requires resources to cover its officers and, to contribute in mutual aid requests. Rigging, bags and a compressor would safely mark and recover suspicious objects when identified and increase the capacity of all jurisdictions when responding to a major threat.

I.C. Describe existing core capability levels prior to the use of funds.

Existing Levels

Funding for a portion of the Credentialing Project (the "Project") would improve the Dive Team's at-risk screening, search and protection capability. These shortcomings inhibit developments towards FEMA Tier-II Public Safety Dive Team, and present serious concerns for officer safety and efficacy when conducting response missions.

The CPD is addressing these concerns but, requires assistance. During the 15SHSP48 grant project, the CPD certified all divers in ERDI I. This is great progress from their previous PADI certification. In March 2016, the team will take its ERDI II training course.

The CPD Dive Team has only partially attained the resource components required for becoming a professional dive team. The equipment truck is 27 years old while the team's BC systems are approximately 19 years old, calling for general replacement of existing equipment. The CPD has addressed the BC system concern. It purchased $7,801 worth of BC systems that will arrive on 28 February 2016.

Unfortunately, Public Safety Dive Teams require large initial investments. Wayne Freeman (SLED) visited the CPD in January 2016 to assess the Unit's credentialing progress and determined that the unit lacks the rigging, bags and compressor to mark or recover submerged items. This gear is designed to cause minimal disturbance to a suspicious objects during recovery and can act as a surface marker for hazardous items.

In conclusion, the CPD Dive Team's screening, search and protection capability has strengthened since 2015 thanks to DHS-SLED and local investments. However, its capabilities are still limited. This request would bring the team closer to NIMS Type-II certification, rounding out the abilities and equipment needed for an effective team.

I.D. Specifically provide, based on your risks previously discussed, the core capability gaps that this project will address (1000 characters max). Note: The SAA will link these to associated THIRA/SPR page #s—which may require additional discussion with the successful applicant.

THREATS*		
*Department of Homeland Security, 2nd ed. (2013). *Threat and Hazard Identification and Risk Assessment Guide: Comprehensive Preparedness Guide* (CPG) 201.		
Natural	Technological	Human-Caused
• Hurricane • Storm Surge • Flooding	• Airplane Crash • Vessel crash • Hazardous material release • Radiological material release • Toxic ponds	• Convention/event sabotage • Terrorist attack • Drug trafficking
CORE CAPABILITIES		
Prevention		
	Screening, Search and Protection	Thorough and timely inspections and sweeps of CIKR's a prior to all major events & special visits. Render safe procedures prior to maritime related events and official visits.
Protection		
	Screening, Search and Protection	Rigorous and accurate searches of suspicious objects. Render safe procedures when object is identified.

II.A. Funding Plan

Provide the total estimated cost for the period of performance for this project by completing the following table:

- ***Provide solution area costs (including personnel); for funding sources other than Homeland Security funds, identify the funding source***
- ***For each solution area that has an associated funds request, provide a brief summary description of the planned expenditures (including personnel)***

	Homeland Security Grant Program Request	Other Funding Sources Applied	Grand Total
Planning			
Equipment	$11,059		$11,059
Training			
Exercises			
Total	$11,059		$11,059

Planning

No planning costs are requested for FY 2016. No other funding source is planned for FY2016.

Equipment

Water Recovery & Encapsulating Bags
(12 bags @ $33.33 each = $399.96)
The bags will allow the CPD to properly recover and remove bodies that have been submerged for proper examination by the Coroner's office. These types of bags allow the team members to retain trace evidence in the water.

Vehicle Recovery Systems
(1 system @ $2,566.00 each = $2,566.00)
This system will allow the team to properly attach inflatable bags by chain to a large motor vehicle in order to remove it from its submerged position. It includes a 2 station manifold and hose that allows for remote air fill of the bags from the surface.

Commercial Lift Bags
(18 commercial bags @ $150.00 each = $2,700.00)
These are smaller lifting bags that are used to retrieve small submerged items, e.g. aircraft and marine vehicle parts.
Quad Bag with Valve
(9 bags @ $$7.77 each = $429.93)
These are smallest types of lift bags used for retrieving items no larger than 50 lbs. These bags are also used for marking submerged hazardous material above the surface of the water.

Rigging Equipment
(1 installment @ $800.00 = $800.00)
This initial investment includes various attachments such as shackles or chains used to attach the airbags to submerged items.

Nylon Webslings & Roundslings
(8 slings @ 268.75 each = $2150.00)
The slings are used as extensions to attached items for dragging and removing them. There are 4, 50 and 100 foot varieties.

Wear Pads
(6 pads @ $10.00 each = $60.00)
Wear pads help protect against damage to the rigging and the diver. The pads attach to the lines using hook-and-loop fastener to prevent tangling and to grip against the object during lift.

Portable Air Compressor
(1 compressor @ $3,750.00 each = $3,750.00)
This portable compressor will allow the team to refill SCUBA air cylinders on land or on the boat for extended operations.

Training
No training costs are requested.

Exercise
No training costs are requested.

II.B. Milestones

Provide specific descriptive milestones for the project over the period of performance, including start and end dates for each milestone; up to 10 milestones may be provided.

Milestone 1
Notification of Grant Award; City award acceptance procedures (signatures, assignment of division code for accounting and procurement).

Start Date: 10/01/16 **End Date:** 11/1/16

Milestone 2
Completion of the procurement process, including initiating purchase request, approvals, initiating purchase order, receiving order, and issuing payment.

Start Date: 12/1/16 **End Date:** 3/31/17

Milestone 3
Issuing gear to Dive Response Team and updating unit inventory records.

Start Date: 04/03/17 **End Date:** 04/7/17

Milestone 4
Apply equipment during the annual Cooper River Bridge Run, training exercise, or call-out.

Start Date: 04/07/17 **End Date:** 7/31/17

Milestone 5
Submit after-action report on equipment use. Complete all final reports and formally terminate grant.

Start Date: 08/01/17 **End Date:** 9/30/17

II.C. Project Management

Describe the management team / personnel that are directly responsible for the implementation of this project.

The commanding officer for the CPD Dive Response Team has a plan in place for acquisition of equipment. Each step will be performed in order to accomplish the goal of becoming a professional dive team. Each step will be timed appropriately so that the acquisition occurs within the grant timeline.

The first step is to secure grant funding and demonstrate compliance with the special conditions concerning procurement. The officer has the support and assistance of two grant management experts -- the Grants Coordinator for the City of Charleston Police Department and the Grants Manager for the City of Charleston - in reports and procurement compliance.

The commanding officer will provide a state contract quotation or specifications for solicitation according to SLED purchasing guidelines.

Once the equipment is received, the CPD Grants Coordinator will notify the donor of its receipt and promptly record the grant funded items in the CPD asset management system. The CPD will label the gear with the grant information where possible.

Finally, all progress reports will be completed and submitted in a timely manner to the SLED grant manager. The CPD Grants Coordinator will seek prior approval by the SLED manager for any revisions or requests.

III.A. Impact

What outcomes will indicate that this project is successful at the end of the period of performance?

There are several outcomes that will indicate whether the project is successful. The first outcome will be enhancing screening, search and protection. This will be indicated by officer feedback on their confidence concerning the thoroughness and accuracy of their inspections in an after-action report and grant progress reports.

The second outcome would be further qualification towards NIMS Type-II Public Safety Dive Team Certification, demonstrated by the progress marked against the FEMA credentialing matrix.

III.B. Sustainability

What is the long-term approach to sustaining the capabilities developed by this project? Indicate funding sources or personnel resources.

The Dive Response Unit-NIMS Credentialing Project is a multi-year, internally driven strategy to develop a professional dive team capable of greater prevention and response capabilities. The CPD is seeking diverse external funding sources to support the various components of this project.

Support for funding through the SHSP for rigging, bags and a compressor would cover one area of project's equipment needs. Equipment purchased from this grant has a lifespan of approximately 5 years. The Supply Sergeant for the Dive Team would insure the gear is cleaned and stored promptly and properly after every dive.

APPENDIX

PROJECT MANAGEMENT LIFECYCLE

Steps Description Process

Initiate The authorization to begin work or resume work on any particular activity. Involves preparing for, assembling resources and getting work started. May apply to any level, e.g. program, project, phase, activity, task.
Plan The purposes of establishing, at an early date, the parameters of the project that are going to be worked on as well as to try to delineate any specifics and/or any peculiarities to the project as a whole and/or any specific phases of the project. Involves working out and extending the theoretical, practical, and/or useful application of an idea, concept, or preliminary design. This also involves a plan for moving a project concept to a viable project.
Execute The period within the project lifecycle during which the actual work of creating the project's deliverables is carried out. Involves directing, accomplishing, managing, and completing all phases and aspects of work for a given project.
Control A mechanism which reacts to the current project status in order to ensure accomplishment of project objectives. This involves planning, measuring, monitoring, and taking corrective action based on the results of the monitoring. Involves exercising corrective action as necessary to yield a required outcome consequent upon monitoring performance. Or, the process of comparing actual performance with planned performance, analyzing variances, evaluating possible alternatives, and taking appropriate correct action as needed.
Close Out The completion of all work on a project. Can also refer to completion of a phase of the project. Involves formally terminating and concluding all tasks, activities, and component parts of a particular project, or phase of a project.

2016 SLED-SHSP GRANT BUDGET DETAIL

For NIMS Type-II Public Safety Dive Team

ITEM	UNIT	QUANTITY	TOTAL	DESCRIPTION
WATER RECOVERY & ENCAPSULATING BAGS	$33.33	12	$399.96	Water Recovery and Encapsulation Body Bags for evidence preservation - FEMA Type 1 and 2 PSD requirement
VEHICLE RECOVERY SYSTEM	$2,566.00	1	$2,566.00	4400 lb lift bags for submerged vehicle recovery / removal - - FEMA Type 1 Requirement and Type 2 PSD recommendation
TWO STATION MANIFOLD & HOSE	$355.00	2	$710.00	Manifold for air to inflate lift bags from surface - Safety device for divers in water
COMMERCIAL LIFT BAGS	$150.00	18	$2,700.00	100, 200, and 500 lb lift capacity to recover / remove larger evidentiary items from submerged locations
QUAD BAG 50 LB. W/VALVE	$47.77	9	$429.93	50 pound lift capacity to recover / remove smaller evidentiary items from submerged locations
RIGGING EQUIPMENT	$800.00	1	$800.00	Miscellaneous rigging attachments for lift bags - FEMA Type 1 Requirement and Type 2 PSD recommendation
NYLON WEB SLINGS & ROUNDSLINGS	$268.75	8	$2,150.00	4', 50' and 100' types - FEMA Type 1 Requirement and Type 2 PSD recommendation
WEAR PADS	$10.00	6	$60.00	
PORTBALE AIR COMPRESSOR	$3,750.00	1	$3,750.00	HP air compressor for filling SCUBA air cylinders on scene - FEMA Type 1 PSD recommendation

Total	$13,566
Tax (8.5%)	$1,153
Federal Share	$14,719
Local Share	$0

RESOURCE:		Public Safety Dive Team				
CATEGORY:	Law Enforcement/Security			KIND:	Team	
MINIMUM CAPABILITIES:						
COMPONENT	METRIC	TYPE I	TYPE II	TYPE III	TYPE IV	OTHER
Equipment	Air Compressor	Recommended ability to refill air bottles onsite	Desired for extended operations so not required to leave scene			
Equipment	Scuba	1 for each diver, including: full face mask, regulator, 1 additional air bottle, wetsuit, fins, and light	Same as Type I, plus at least 1 additional air bottle per diver 16 air bottles on URT truck – require 16 add'l for ext ops	New full face mask and regulator systems upgrade needed – current masks are almost 10 years old and not dependable – Wetsuit upgrade desired for training / noncontaminated dives. Partial light upgrade done on 2015 SHSP, but full upgrade needed – All fins need upgrade due to age on current fins.		
Equipment	Deep Water Scuba	Each diver will be equipped with backup air source and regulator	4 pony bottles with gas switching blocks on truck – 5 more sets on order		Each diver will be equipped with backup air source and regulator	
Equipment	Surface Supply System	Capable of sustaining divers for deep water dives (more than 60') or dives of extended lengths of time, including 2, 300' umbilical hoses to support primary and backup divers, and 1 positively pressured full face mask with communications system for each diver; Underwater video monitoring/recording capabilities	Desired for extended operations so not required to leave scene – will require additional funding and operator training for safety and certifications		Capable of sustaining divers for deep water dives (more than 60') or dives of extended lengths of time, including 2, 300' umbilical hoses to support primary and backup divers, 1 positively pressured full face mask with communications system for each diver; Underwater video monitoring/recording capabilities	
Equipment	Remote Operating Vehicle (ROV)	Available only for a Type I Team	ROV with sonar on URT truck – Operator training approved in CPD annual budget for 2016			
Equipment	Towable Motorized Vessel	Capable of transporting the entire team and its equipment	Same as Type I Harbor Patrol	Same as Type I	Same as Type I	
			32' Munson Patrol vessel (towable) to transport entire team and equipment - 1 center console, 2 RIB, 1 jet ski for joint ops			

RESOURCE:	Public Safety Dive Team					
CATEGORY:	Law Enforcement/Security			KIND:	Team	
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	OTHER
COMPONENT	METRIC					
Equipment	Electronic Communications Systems	Each diver equipped with underwater communications system	Recommended same as Type I – All divers issued AGA FFM and BuddyPhone	New communications system upgrade needed – current system is almost 10 years old and not dependable – current system is ½ (.5) watt and new system is 5 watts for extended range operations and additional safety		
Equipment	Portable Sonar	Aides in locating objects from surface, allowing diver to be directed by support team	In storage – older version and not functional, but not required for this level.			
Equipment	Drysuits/Wet suits	Drysuits: Vulcanized-Rubber, 1 for each diver, necessary to have available for potential biological or HazMat diving	Same as Type I – All divers issued or ordered. Spares on truck.	Wetsuit, recommend drysuit	Same as Type I	
Equipment	Lift/Salvage	Bags with minimum lift capacity of 6,000 lbs. and rigging equipment	Bags with minimum lift capacity of 4,000 lbs. and rigging equipment (recommended) – In place			
Equipment	Evidence Collection/Search Tools	Including: body recovery bags (fine nylon mesh), underwater metal detectors, sealing plastic containers, 200' of search lines and marker buoys	Same as Type I – 2 underwater metal detectors on URT truck. Search lines and marker buoys on truck. Body recovery bags available from CC Rescue and Coroner.	Sealing plastic containers	Same as Type III, plus explosives handling equipment	
Personnel	Divers	Minimum 6, at least 4 for deep water diving (capability and training to dive a minimum of 100', low visibility overhead and cold-water environments)	Minimum 4 – all members certified in OW – 10 certified as ERDI I	Minimum 3	2+ specially trained in explosives and underwater demolition	
	Dive Team Leader	1 per 4 divers	Same as Type I – SDI and ERDI Instructor on staff	Same as Type I (if available)	Recommended	
	Rescue Diver	1 rescue diver trained in First Aid/CPR and hyperbaric recognition	1 rescue diver trained in First Aid/ CPR and hyperbaric recognition (recommended)	1 rescue diver trained in First Aid/CPR and hyperbaric recognition (recommended)	1 rescue diver trained in First Aid/CPR and hyperbaric recognition (recommended)	
			1 Rescue Diver Instructor and 2 rescue divers on URT – all members certified in CPR on annual basis during block training			

[Type a quote from the document or the summary of an interesting point. You can position the text box anywhere in the document. Use the Drawing Tools tab to change the formatting of the pull quote text box.]

RESOURCE:		Public Safety Dive Team				
CATEGORY:	Law Enforcement/Security			KIND:	Team	
MINIMUM CAPABILITIES:		TYPE I	TYPE II	TYPE III	TYPE IV	OTHER
COMPONENT	METRIC					
Vehicles		Support vehicle for transportation of personnel/ equipment	Same as Type I – URT truck in warehouse – 28 years old	Current vehicle needs upgrading – not designed for personnel transport / only equipment. Storage is extremely limited and not proper design for current equipment. No climate control for heating or cooling personnel in inclement weather. No air bottle refill capability.		
Training		Minimum Physical Fitness Qualification with recurrent annual certification**; Scuba Certification; Public Safety Certification** – 100 hours minimum, including the use of full face masks and lift bags, surface supplied air systems, diving in polluted environments, use of lift bags for salvage operations, evidence recovery and preservation, low visibility, and overhead environment; (Recommended: aircraft deployment and tactical) operations; Certification of 6 training dives per year, including 1 training dive to maximum depth	Scuba Certification; Public Safety Certification** – 60 hours minimum, including the use of full face masks and lift bags; Certification of 6 training dives per year – 1 Public Safety SCUBA Instructor (ERDI) on staff, 9 divers certified at ERD I level (40 hours), ERD II class scheduled for March 21-25, 2016. Training certifications for all divers on file. All certified on FFM. Advanced OW or Search & Recovery specialty certification covers use of lift bags.	Scuba Certification; Public Safety Certification** – 60 hours minimum, including the use of full face masks and lift bags; Certification of 6 training dives per year	Same as Type I, plus explosives training	

COMMENTS:	All teams are described for law enforcement purposes. Many of these teams will be trained and prepared for search and rescue as well. All divers and dive operations will be compliant with current NFPA. 1670 and 1006 guidelines. ** A national training standard needs to be developed. Description of Type Type I – A team of divers and a support team with necessary diving experience as well as law enforcement experience. Teams should be able to respond with all outlined equipment to handle evidence recovery and deep water diving. Team should be self-contained for 24 hours. A dive team leader with experience and training in risk/benefit analysis should be assigned to each dive team. Capable of conducting rescue dives. Type II – A team capable of responding with all outlined equipment to handle evidence recovery. Type III – A team with Scuba certification and Public Safety Diving Certification.

COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS – AGSOUTH FARM CREDIT, ACA

REQUEST: To Approve the submission of a grant application in the amount of One thousand dollars ($1,000) to AgSouth Farm Credit, ACA to Design and print rack cards to promote our local Farmers Market

COMMITTEE OF COUNCIL: W&M **DATE:** March 8, 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				
Office of Cultural Affairs	✓			
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 Wharton

FISCAL IMPACT: No City match required.

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

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

AgSouth Farm Credit, ACA

Farmers Market Grant Application

AgSouth supports local farmers markets and encourages our local communities to think outside the store when planning their grocery trips and budget.

Questions?

For questions about our Farmers Market Grant Program, please email Rhonda Uzzolino.

For questions about AgSouth Farm Credit products and services, please contact us.

If you're the operator or owner of a farmers market, you may be eligible for a grant to help make your success a little easier.

AgSouth is committed to providing $25,000 in grants to farmers markets in our coverage area during 2016. Twenty-five markets will receive $1,000 in cash to advertise their markets, along with 100 of our Think Outside the Store® bags to give to customers who shop at the market.

Deadline

Apply soon! Applications must be submitted no later than 5:00 p.m. Friday, March 11, 2016.

Rules

Our team will review your grant applications, and winners will be selected based on the following criteria:

1. Your market must fall within AgSouth's service territory. AgSouth serves 34 South Carolina and 59 Georgia counties. To see a list of counties, visit AgSouthFC.com/Locations.

2. The market must be open at least 8 days over a 2-month period with at least 10 vendor booths open on market days.

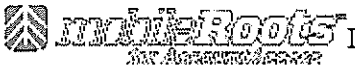
3. At least 50 percent of your market vendors must sell agriculturally-related products, and you must provide a list of the vendors with their contact information as part of your application.

4. Your grant application must include a detailed plan that incorporates the AgSouth Farm Credit or Think Outside the Box® logo or AgSouth Farm Credit's name in your promotion. Plans that do not include AgSouth will be disqualified from our grant program.

5. You must turn in the fully completed application by **5:00 p.m. Friday, March 11, 2016**. Entries received after that date will be disqualified.

Applications must be completed in full in order to qualify.

2016 Farmers Market Grant Application Entry De



AgSouth Farm Credit, ACA

Find us on Facebook

mobileRoots for AgsouthFarmers

NMLS #619788

Navigation

- Home
- About Us
- Loans
- Services
- News
- Locations

Quick Links

- AgSouth Mortgages
- Patronage Program
- Property for Sale
- Publications
- Young, Beginning and Small Farmers

Legal

- Privacy Policy
- Equal Housing Lender
- Fair Housing Act
- Equal Credit Opportunity
- Home Mortgage Disclosure Act
- Equal Opportunity Employer

2016 Farmers Market Grant Application Entry Deadline - Friday, March 11, 2016 @ 5 p.m.

Farmers Market Name

Charleston Farmers Market

Farmers Market Mailing Address

Charleston Farmers Market
City of Charleston Office of Cultural Affairs
Att: Harrison Chapman, Farmers Market Manager
75 Calhoun Street, Suite 3800
Charleston, SC 29401

State and County Served

Charleston County, South Carolina

Contact Name

Gordon Rooney, Development Manager

Contact Email Address

RooneyG@charleston-sc.gov

Contact Phone Number

(843) 724-7295

Describe how you will use the funds to promote your farmers market and how you will incorporate AgSouth's name and logo into your market promotion?

The grant funds will be used towards the expenses associated with the design, printing and distribution of Charleston Farmers Market (CFM) promotional rack cards. These rack cards will be distributed at the CFM and throughout the tri-county area. We will incorporate AgSouth into our marketing promotions by including the AgSouth logo on the CFM promotional rack cards.

The 2016 Charleston Farmers Market will open its season on April 9 and run through November 26. Regular hours for the CFM are every Saturday from 8am – 2pm. The Holiday Market will run Saturdays and Sundays, 9am – 3pm, from December 3 – 18. Located in Marion Square at the heart of historic downtown Charleston, SC, the CFM is dedicated to the support and advocacy of Lowcountry farmers, growers, prepared/packaged food, artisans, crafters, live performers and community groups of all kinds.

Secured and prospective vendors for the 2016 market:

1. Vendor Name

Blue Pearl Farms

Primary Product

natural grown & chemical-free blueberries, grapes & honey

Vendor Email

info@bluepearlfarms.com

Vendor Phone

(843) 887-3554

2. Vendor Name

Charleston Artisan CheeseHouse

Primary Product

local cheese

Vendor Email

charlestoncheesehouse@gmail.com

Vendor Phone

(917) 622-3092

3. Vendor Name

O. Freeman Farm

Primary Product

local produce

Vendor Email

Owfreeman52@hotmail.com

Vendor Phone

(843) 870-9113

4. Vendor Name

Fresh Local Shrimp

Primary Product

fresh shrimp

Vendor Email

waters.jsteve6@gmail.com

Vendor Phone

(843) 534-3916

5. Vendor Name

Green Grocer

Primary Product

raw cow's milk, free-range eggs, grass-finished beef & Anson Mills grain products

Vendor Email

farmerceleste@icloud.com

Vendor Phone

(843) 860-1088

6. Vendor Name

Island Thyme Herbs

Primary Product

organic herbs & plants

Vendor Email

Burbagelee.principal@yahoo.com

Vendor Phone

(843) 318-6239

7. Vendor Name

Maple Ridge Farm

Primary Product

local fruits

Vendor Email

saichele@lowcountry.com

Vendor Phone

(843) 538-3345

8. Vendor Name

Molly & Me Pecans

Primary Product

flavored local pecans

Vendor Email

mollyandmepecans@gmail.com

Vendor Phone

(843) 619-7469

9. Vendor Name

Righteous Ranch

Primary Product

local pasture raised pork, goose, chicken, lamb & beef; dog treats & honey

Vendor Email

will@righteousranch.com

Vendor Phone

(843) 992-6867

10. Vendor Name

Simply Bananas

Primary Product

banana plants for tropical landscapes

Vendor Email

Simplybananas1@gmail.com

Vendor Phone

(843) 814-2770

COMMITTEE / COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SOUTH CAROLINA ARTS COMMISSION

REQUEST: To approve the submission of a grant application to The SC Arts Commission in the amount of $10,000; For the Lowcountry Quarterly Arts Grants Program

COMMITTEE OF COUNCIL: W&M **DATE:** March 8, 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				
Office of Cultural Affairs	✓			
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 Wharton

FISCAL IMPACT: A City match of $10,000 is required. The grant period is 7/1/16 through 6/30/17. The matching funds will be included in the 2017 budget if the grant is awarded.

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

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

South Carolina Arts Commission
1026 Sumter Street, Suite 200, Columbia, SC 29201, (803) 734-8696

GRANT APPLICATION for ORGANIZATIONS

APPLICANT INFORMATION

City of Charleston (Office of Cultural Affairs) — **57-6000226**

Applicant Organization's Legal Name — Federal Employer ID#

Lowcountry Quarterly Arts Grants Program, Piccolo Spoleto, MOJA Arts Festival — **0779907860000**

Doing Business As/Also Known As – if applicable — DUNS#

75 Calhoun Street, Suite 3800 | **Charleston** | **29401-3538** | **Charleston**

Street Address | City | Zip Code+4 | SC County

Congressional: US House District # 1 State: Senate District # 43 State: House District # 110

Find your legislative district numbers at http://www.scstatehouse.gov/legislatorssearch.php

Mailing Address (if different from Street Address) | City | Zip Code+4

Primary Organizational Function: ○ Arts Producing ◉ Arts Presenting ○ Arts Service ○ Arts Education ○ Non-Arts

Scott Watson | **Director** | **(843) 720-3885** | **(843) 720-3967**

Contact Person | Title | Daytime Phone | FAX#

WatsonS@charleston-sc.gov | **www.charlestonarts.org**

Contact's Email Address | Organization's Web Address

May we include contact's email address when giving information to constituents? ◉ yes ○ no

John J. Tecklenburg | **Mayor** | **(843) 727-3737**

Applicant Organization's Authorized Official | Title | Daytime Phone

TecklenburgJ@charleston-sc.gov

Authorized Official's Email Address

May we include authorized official's email address when giving information to constituents? ◉ yes ○ no

FISCAL AGENT/RECEIVER INFORMATION

YOU MUST FILL OUT THIS SECTION IF:

- You are applying for a S.C. Arts Commission grant and do NOT have Federal Tax Exempt status, OR
- You are a school or a unit of government

City of North Charleston (Cultural Arts) — **57-0545285**

Fiscal Agent/Receiver's Legal Name — Federal Employer ID#

030115281

Doing Business As/Also Known As – if applicable — DUNS#

2500 City Hall Lane, 2nd Floor | **North Charleston** | **29406-6538** | **Charleston**

Street Address | City | Zip Code+4 | SC County

PO Box 190016 | **North Charleston** | **29419-9016**

Mailing Address (if different from Street Address) | City | Zip Code+4

Kyle Lahm | **Director** | **(843) 740-5850** | **(843) 529-2291**

Contact Person | Title | Daytime Phone | FAX#

KLahm@northcharleston.org | **www.northcharleston.org**

Contact's Email Address | Organization's Web Address

May we include contact's email address when giving information to constituents? ◉ yes ○ no

Keith Summey | **Mayor** | **(843) 740-2504**

Fiscal Receiver/Partner's Authorized Official | Title | Daytime Phone

mayor@northcharleston.org

Authorized Official's Email Address

May we include authorized official's email address when giving information to constituents? ◉ yes ○ no

APPLICANT NAME: *City of Charleston (Office of Cultural Affairs)*

ORGANIZATION GRANT APPLICATION SUMMARY

Grant Program Category: select only one program below

○ Folklife and Traditional Arts ○ Quarterly Project	◉ Subgranting ○ Other: _____

Brief description of project: FY2017 Lowcountry Quarterly Arts Grants Program

(50 character maximum; for reference only. Use the Narrative portion of your application to provide a more complete description.)

Primary project discipline: select only one

○ 01 Dance	○ 05 Visual Arts	○ 09 Media Arts	◉ 14 Multi-Disciplinary
○ 02 Music	○ 06 Design Arts	○ 10 Literature	○ 15 Non Arts
○ 03 Opera/Musical Theatre	○ 07 Crafts	○ 11 Interdisciplinary	
○ 04 Theatre	○ 08 Photography	○ 12 Folk Arts	

Project Activity type: select only one

○ 01 acquisition	○ 14 prof. support – admin.	◉ 26 regranting
○ 02 audience services	○ 15 prof. support - artistic	○ 27 translation
○ 03 award/fellowship	○ 16 recording/filming/taping	○ 28 writing about art
○ 04 creation of a work of art	○ 17 publication	○ 29 professional dev./training
○ 05 concert/perf,/reading	○ 18 repair/restore/conserv.	○ 30 student assessment
○ 06 exhibition	○ 19 research/planning	○ 31 curriculum dev./implement.
○ 07 facility constr/maint/renov.	○ 20 school residency	○ 32 stabilization/endow./challenge
○ 08 fair/festival	○ 21 other residency	○ 33 building public awareness
○ 09 ident./documentation	○ 22 seminar/conference	○ 34 technical assistance
○ 10 inst./org. establishment	○ 23 equip. purchase/rental	○ 35 web site/internet development
○ 11 institution/org. support	○ 24 distribution of art	○ 36 broadcasting
○ 12 arts instruction	○ 25 apprenticeship/internship	○ 99 none of the above
○ 13 marketing		

Project Dates: Start Date 7/1/2016 End Date 06/30/2017 **This SCAC GrantRequest*** $ *10,000*

*This request must match the request listed on your Budget Form (Income Detail).

SCAC staff person who advised applicant: **Susan DuPlessis**

All applicants are urged to discuss application process & proposal content with appropriate SCAC staff prior to applying.

APPLICANT NAME: *City of Charleston (Office of Cultural Affairs)*

CERTIFICATION

I certify to the Commission that:

1. This application is complete as required by SCAC grant guidelines, and all information and attachments in this proposal are true and correct to the best of my knowledge.
2. The applicant is in compliance with published eligibility requirements.
3. The governing body of the applicant has authorized the filing of this application and signature.
4. The activities and services for which assistance is sought will be administered by or under the supervision of the applicant solely for the described projects and programs.
5. The applicant and any organization that it assists will comply with all applicable Federal and State laws when conducting any program activity for which the applicant receives financial assistance from the Commission.

John J. Tecklenburg Mayor

Authorized Official: Typed Name & Title | Signature | Date

Keith Summey **Mayor**

Fiscal Receiver/Partner's Authorized Official: Typed Name & Title | Signature | Date

FOR SCAC USE ONLY:		
Authorized Approval	Award Amount	Date

Mail application, budget form, & other attachments,* if applicable, to:

Grants Office
S.C. Arts Commission
1026 Sumter Street, Suite 200
Columbia, SC 29201

*Check guidelines before mailing to ensure that your application is complete.

CITY OF CHARLESTON OFFICE OF CULTURAL AFFAIRS AND
THE CITY OF NORTH CHARLESTON CULTURAL ARTS DEPARTMENT
FY2017 SCAC SUBGRANTING APPLICATION PROJECT NARRATIVE

A. OVERVIEW

The Lowcountry Quarterly Arts Grants Program (LQAGP) is jointly administered and funded by the City of Charleston Office of Cultural Affairs and the City of North Charleston Cultural Arts Department. The LQAGP is intended to support arts organizations and projects that reflect artistic excellence and events which are well-advertised and open to the public. The LQAGP provides assistance for professional development for individual artists and staff of cultural organizations in Berkeley, Charleston and Dorchester Counties.

B. APPLICATION PROCESS

Nonprofit organizations must be chartered in South Carolina as a nonprofit or government agency, must be located in Berkeley, Charleston or Dorchester Counties and must hold a federal tax exempt status or apply through a qualified fiscal agent. Individual artists must be a professional artist, or an individual who devotes a major portion of their time to the practice and production of art through which he/she earns or endeavors to earn his/her livelihood. The individual artist must also reside in Berkeley, Charleston or Dorchester Counties for six months prior to the date of application and throughout the grant period. They must not be a degree-seeking, full-time undergraduate student during the grant period. Graduate students are ineligible to apply if academic credit will be earned.

The grant year for the LQAGP is made up of four granting periods, each with separate application deadlines. Funds granted by LQAGP may be used for the intended grant period only. For projects starting between July and September, the application deadline is May 15 with notifications mailed by June 15. For projects between October and December, the application deadline is August 15 with notifications mailed by September 15. For projects between January and March, the deadline is November 15 with notifications mailed by December 15. For projects between April and June, the deadline is February 15 with notifications mailed by March 15.

Individual artists or arts organizations may request up to $1,000 in matching funds. They request a quarterly grant with stipulation of a 1:1 match to be secured by the applicant. Presently, a grant request of up to $1,000 ($2,000 or more for the project) are considered. Grant recipients can only be funded a maximum of two quarters through this grant program. The LQAGP will not fund applications for: Capital improvements and real property; living expenses; tuition for degree programs; activities completed prior to the grant period; non-art museums (science and natural history) except arts personnel and arts projects sponsored by non-arts museums; performances and exhibitions which are not open to the general public; nonprofessional artists, students taking part in activities as instructors/performers; and projects already funded by the LQAGP.

Applicants will be encouraged to talk with LQAGP administrators about their grants prior to deadlines. Administrators will review drafts of grants and budgets and offer suggestions

and comments to applicants. Grant applications will be reviewed by administrators for completeness and accuracy. If incomplete, applicants are contacted and asked to supply additional information. Applicants will be assigned a primary reviewer (someone with experience and/or expertise in a particular discipline or subject area). The primary reviewer scores the application using criteria outlined in LQAGP grant guidelines. Each panel member will receive copies of all grant applications for the grant period to review and score applications. The full review panel will meet approximately two weeks after the appropriate deadline to review applications for the grant period. Scores for each application will be tallied and all applications ranked according to scores. Each application will be discussed thoroughly to determine whether funding will be awarded. Decisions are based on consensus. Administrators record comments and decisions. Finally, the administrators will send a letter to each applicant informing them of the panel's decision.

C. PANEL

The panel is comprised at present of three Caucasian men, three Caucasian women, one African-American man and one Hispanic woman. The panel will be composed of a minimum of five members who will sit on review panels for four consecutive quarters. Additional panelists are currently being recruited to establish a pool of potential panelists for each subsequent year. After sitting on panels for one year, a panelist won't be considered for service on the subsequent year's panel. Vacancies on the panel will be filled by arts professionals representing a variety of arts disciplines and arts education groups representing the geographic regions of the Charleston, Berkeley and Dorchester Counties.

D. APPEALS PROCESS

Applicants who are unsuccessful in a given quarter may resubmit their application using the panel's comments and suggestions, under a subsequent deadline. If the applicant would prefer a direct appeal, the appeal will be reviewed by an appeals committee consisting of staff from the City of Charleston, City of North Charleston and a representative from the Charleston Regional Alliance for the Arts, as an independent assessor.

E. PAYMENTS AND DOCUMENTATION

Subgrantees are sent a contract which must be signed and returned to the office before the first payment of the grant award is made. Following the completion of the project, the subgrantee must complete and return the LQAGP Final Report Form. If the final report and all supplemental information are acceptable, final payment of the grant award is made. Representatives from the LQAGP panel and administrative staff are asked to attend all events funded by the LQAGP. Documentation in the form of newspaper articles, photos, letters of support and/or receipts must also be submitted with the grantee's final report.

F. PUBLICITY

Press releases announcing this program will be sent to all area print and electronic media sources. The City of Charleston and City of North Charleston are in continuous contact with various arts organizations in the tri-county area and information is distributed through these points of contact. The City of North Charleston includes this information in their monthly e-newsletter and in their quarterly program guide. The City of Charleston lists grant opportunities at www.charlestonarts.org and www.Charleston-sc.gov.

COMMITTEE / COUNCIL AGENDA

11.)

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

FROM: Hernan E. Peña, Jr. **DEPT.** Traffic & Transportation

SUBJECT: Clements Ferry Road Widening Project

REQUEST: Approve Resolution for the widening and improvements to Clements Ferry Road by the South Carolina Department of Transportation

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 8, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Traffic & Transportation	X			
Legal Department	X			✓
Parks Department	X			
Public Service Department	X			✓

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

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

Balance in Account Amount needed for this item

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

MUNICIPAL STATE HIGHWAY PROJECT AGREEMENT

STATE OF SOUTH CAROLINA)
) **A RESOLUTION**
COUNTY OF BERKELEY)

Road/Route	**S-8-33**
File	08.39390
Item	
Project	**Clements Ferry Road Widening**
PIN	**0039390**

WHEREAS, the South Carolina Department of Transportation ("SCDOT") proposes to construct, reconstruct, alter, or improve the certain segments of the highway(s) in the State Highway System which are located within the corporate limits of the City of Charleston (hereinafter, the "City"); and

WHEREAS, the City wishes to authorize the construction and improvements of the aforesaid highway(s) in accordance with plans to be prepared by the SCDOT (the "Project Plans").

NOW THEREFORE, BE IT RESOLVED that, pursuant to S.C. Code Ann. §57-5-820 (1991), the City does hereby consent to the construction or improvements of the aforesaid highway(s) within its corporate limits in accordance with the Project Plans. The foregoing consent shall be the sole approval necessary from the City for SCDOT to complete the Project under the Project Plans and constitutes a waiver of any and all other requirements with regard to construction within the City's limits. The foregoing waiver and consent shall also extend to the benefit of utility companies engaged in relocating utility lines on account of the Project. Further, the City shall exempt all existing and new right-of-way and all other properties purchased for the Project in connection with right-of-way for the highways(s) from any general or special assessment against real property for municipal services.

BE IT FURTHER RESOLVED, that the City shall assist SCDOT in causing all water, sewer and gas pipes, manholes, or fire hydrants, and all power or telephone lines or poles located within the existing right-of-way to be relocated at the utility company's expense, except where the utility can demonstrate a prior right of occupancy. To the extent that City-owned utilities are to be relocated, those utility lines, and/or appurtenances may be replaced upon the new highway right-of-way at such locations as may be approved by SCDOT. SCDOT shall not be liable for damages to property or injuries to persons as a consequence of the placing, maintenance, or removal of any utilities by the City or its contractors. Future utility installations by the City within the limits of the new right-of-way after Project completion shall be pursuant to a standard utility encroachment permit obtained in the normal course and issued pursuant to SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way."

BE IT FURTHER RESOLVED, that the City hereby signifies its intention to faithfully observe the provisions of Chapter 5, Title 56, Code of Laws of South Carolina, 1976, and all amendments thereto relating to the regulation of traffic on the street, or streets, to be constructed, reconstructed, altered or improved as hereinabove identified and further agrees to refrain from placing or maintaining any traffic control devices upon any section of said street, or streets, without having first obtained written approval of the South Carolina Department of Transportation as required in S.C. Code Section 56-5-930 (1976, as amended), nor enacting any traffic regulation ordinances inconsistent therewith.

IN WITNESS WHEREOF, this Resolution is adopted and made a part of the Municipal records this_____day of March, 2016, and the original of this Resolution shall be filed with the South Carolina Department of Transportation at Columbia, South Carolina.

Dated: _____, 2016.

CITY OF CHARLESTON

_____
Mayor John J. Tecklenburg

ATTEST:

_____
Vanessa Turner-Maybank
Clerk of Council

COMMITTEE / COUNCIL AGENDA

12.)

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

FROM: Hernan E. Peña, Jr. **DEPT.** Traffic & Transportation

SUBJECT: Clements Ferry Road Widening Project

REQUEST: Approve Maintenance Agreement & Contract between the South Carolina Department of Transportation and the City of Charleston for the Clements Ferry Road Widening Project

COMMITTEE OF COUNCIL: **Ways & Means** **DATE:** **March 8, 2016**

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Traffic & Transportation	X			
Legal Department	X			✓
Parks Department	X			
Public Service Department	X			✓

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

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

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

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

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

Maintenance Agreement & Contract
Between
South Carolina Department of Transportation
And
City of Charleston

This Maintenance Agreement and Contract executed on this _____ day of _____, 20_____ (the "Agreement"), establishes the Maintenance responsibilities of the South Carolina Department of Transportation (hereafter "SCDOT"), and the City of Charleston, (hereafter "CITY") for the below described Project:

WITNESSETH THAT:

WHEREAS, the SCDOT is an agency of the State of South Carolina with the authority to enter into contracts necessary for the proper discharge of its functions and duties; and

WHEREAS, the CITY is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out the CITY's functions covered under this Agreement;

WHEREAS, the SCDOT and Berkeley County (hereinafter "COUNTY") have entered into the 2nd Amendment to the Cooperative Intergovernmental Agreement, IGA-14-09(2) for the design, right of way acquisition, and construction for the Clements Ferry Road Widening Project; and

WHEREAS, as part of the Agreement between SCDOT and the COUNTY, SCDOT shall be installing improvements and enhancements which do not fall within the SCDOT's normal maintenance standards for transportation materials, structures, and workmanship; and

WHEREAS, the CITY has agreed to accept the responsibility for maintenance of improvements and enhancements both on the CITY's right of way as well as on the SCDOT's right of way which are outside of the normal maintenance standards for transportation materials, structures and workmanship.

NOW THEREFORE, in consideration of the mutual promises to be faithfully performed by the parties hereto as set forth herein, the SCDOT and the CITY do hereby agree as follows:

I. DESCRIPTION/SCOPE OF SERVICES:

This Agreement is for the maintenance of enhancements on this project to include: a multi-use path, pedestrian bridge, lighting, landscaping, and irrigation system that have been incorporated into the Clements Ferry Road (Road S-33) Widening Project (the "Project") that are beyond the normal SCDOT maintenance standards for transportation materials, structures, and workmanship and which consist of the 10-foot multi-use path, streetscaping, landscaping, lighting system and bridge (the "Enhancements"). This Agreement shall not impose on CITY any additional signal maintenance responsibilities for the Clements Ferry Road Widening

Project, nor shall it modify any existing signal maintenance agreements between CITY and SCDOT.

The Clements Ferry Road (Road S-33) Widening Project which is the subject of this Agreement is generally described as follows: The conversion of the existing Three (3) lane typical section to a Four (4) lane section of raised medians and a five (5) lane section with paved medians, 10-foot multi-use path, streetscaping, and landscaping. The scope includes improvements to Clements Ferry Road (Road S-33) from Jack Primus Road (Road S-119) to the I-526 Interchange Ramps.

Exhibit A is a map depicting the Project area which is attached hereto and incorporated by reference herein.

II. GENERAL TERMS:

a. MAINTENANCE RESPONSIBILITY. The CITY agrees to accept responsibility for the maintenance of the Enhancements on both the CITY's and SCDOT's right of way associated with this Project on Clements Ferry Road (Road S-33) from Jack Primus Road (Road S-119) to the I-526 Interchange Ramps. After the Project is completed and prior to acceptance of the Project to the state system, the CITY or its associated entity(ies) is responsible for securing an approved Encroachment Permit outlining any desired extraordinary maintenance effort on SCDOT rights of way that would include any special features or nonstandard SCDOT materials that may have been incorporated into the Project.

b. Maintenance of the lighting system shall be perpetual with the total cost, including operational cost, being the responsibility of the City. The SCDOT shall incur no costs. The City shall have sole responsibility for periodic inspections thereof to determine that all luminaries are operational. All maintenance shall be performed in such a matter as to provide for the safe, orderly, and efficient flow of traffic and in conformity with SCDOT traffic control guidelines.

c. CONFORMITY TO LAWS. The parties hereto agree to conform to all SCDOT, State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement.

d. AMENDMENTS. To the extent permitted by law, the CITY, or its authorized agent, shall agree to hold consultations with SCDOT as may be necessary with regard to the execution of supplements to this Agreement during the course of this Project for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplemental agreements shall be subject to the approval and proper execution of the parties hereto. No amendment to this Agreement shall be effective or binding on any party hereto unless such amendment has been agreed to in writing by all parties hereto.

e. REVIEWS/APPROVALS. Any and all reviews and approvals required of the parties herein shall not be unreasonably denied or withheld.

f. TERMINATION. This Agreement may be terminated by SCDOT in the event of substantial failure by the CITY to properly maintain the Enhancements. The CITY shall be responsible for any cost associated with SCDOT performing the required maintenance or removal of Enhancements from SCDOT's right of way.

g. DISPUTES. All claims or disputes shall be filed with the SCDOT Program Manager and the parties shall meet to attempt to resolve the dispute or claim. If the parties are unable to resolve the dispute with the Program Manager, the CITY may appeal the claim or dispute to SCDOT's Division Deputy Director for Construction, Engineering and Planning. The decision of the SCDOT's Division Deputy Director for Construction, Engineering and Planning in the matter shall be final and conclusive for both Parties.

h. FUTURE CONSTRUCTION PROJECTS. The CITY acknowledges that the SCDOT's resurfacing program and other construction programs do not account for the cost of protecting and/or replacement of the Enhancements. This cost is the sole responsibility of the CITY. The SCDOT shall notify the CITY no less than six months prior to resurfacing or construction and provide a time period for the CITY to provide the additional funding for one of the following:

1. The additional cost to protect and/or replace the Enhancement(s); or
2. The cost for the SCDOT to replace the Enhancement(s).

Failure of the CITY to provide the additional funding within the time period specified by the SCDOT shall result in the SCDOT's milling and resurfacing the Enhancements or removing the Enhancements. The CITY may replace the Enhancements at the CITY's expense after resurfacing or construction by obtaining necessary encroachment permits.

III. CONSENT OF MUNICIPALITY:

Pursuant to the South Carolina Code of Laws Section 57-5-820, if applicable, the CITY does hereby consent to the construction of the Clements Ferry Road (Road S-33) Widening Project within its corporate limits. The forgoing consent shall be the sole approval necessary for the SCDOT to complete the Project as described in this Agreement, and constitutes a waiver of any and all other requirements with regard to the construction within the CITY's corporate limits.

IV. SUCCESSORS AND ASSIGNS:

SCDOT and CITY each binds itself, its successors, executors, administrators, and assigns to the other Party with respect to these requirements, and also agrees that neither party shall assign, sublet, or transfer its interest in the Agreement without the written consent of the other party.

V. ENTIRE AGREEMENT:

This Agreement with attached Exhibit(s) constitutes the entire Agreement between the parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

VI. EXECUTION IN COUNTERPARTS.

This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by both Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof are delivered.

[Signature blocks on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

CITY OF CITY OF CHARLESTON

_____
Witness

By:_____
(Signature)

Title:_____
Its: Mayor

SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

_____
Witness

By:_____
Deputy Secretary for Finance & Procurement or Designee

RECOMMENDED BY:

_____
Deputy Secretary or Designee

REVIEWED BY:

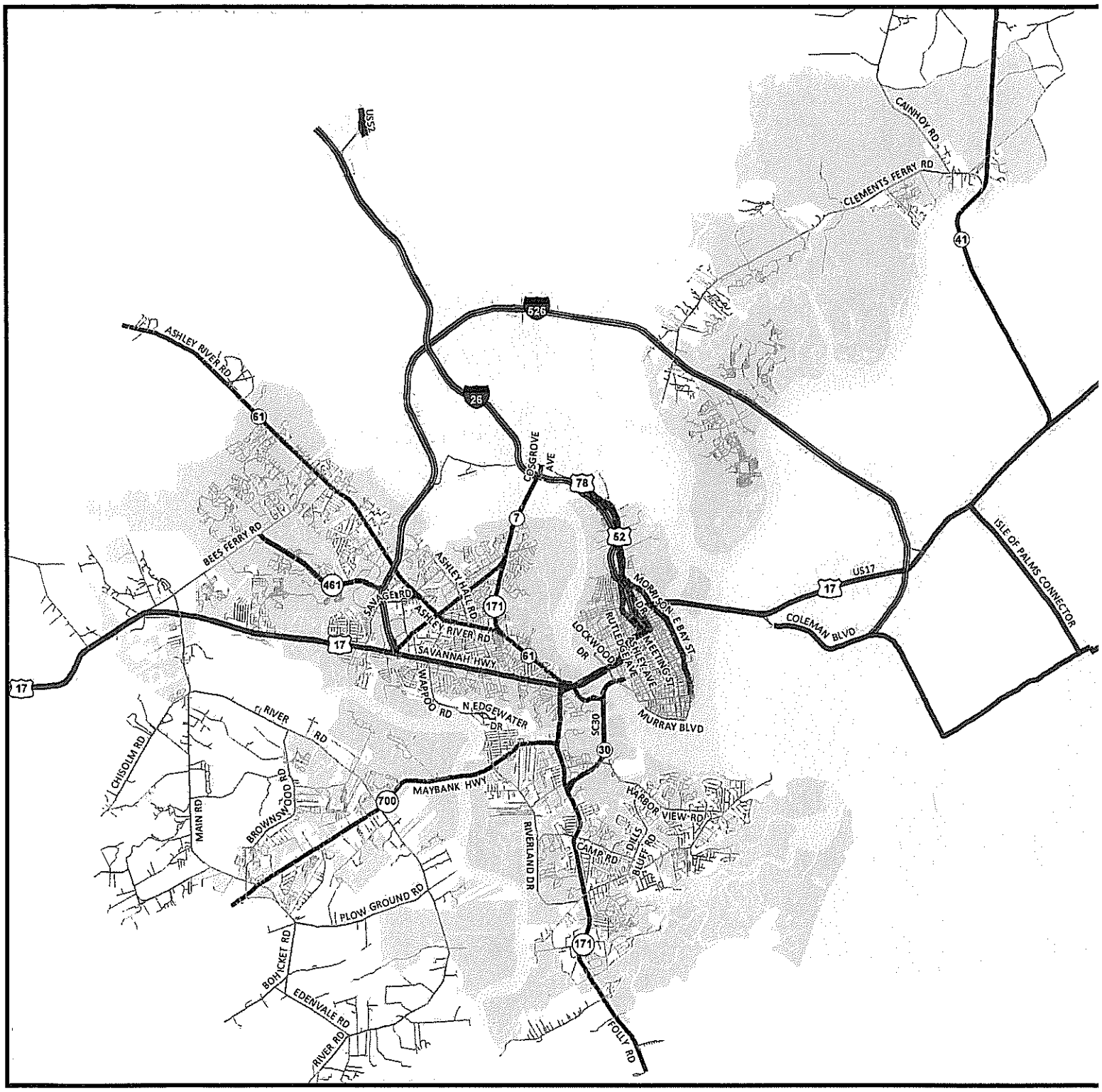
_____

Title:_____

PROFESSIONAL SERVICES CONTRACTING

By:_____
Chief Procurement Officer or Designee

EXHIBIT A


US52
CAINHOY RD
CLEMENTS FERRY RD
41
526
26
ASHLEY RIVER RD
61
COSGROVE AVE
78
7
52
BEES FERRY RD
461
ASHLEY HALL RD
171
MORRISON DR
E BAY ST
MEETING ST
US17
17
ISLE OF PALMS CONNECTOR
COLEMAN BLVD
SAVAGE RD
ASHLEY RIVER RD
SAVANNAH HWY
LOCKWOOD DR
RUTLEDGE AVE
ASHLEY AVE
MURRAY BLVD
WAPOO RD
N EDGEWATER DR
SC30
30
RIVER RD
CHISOLM RD
MAIN RD
BROWNSWOOD RD
MAYBANK HWY
700
HARBOR VIEW RD
RIVERLAND DR
CAMP RD
DILLS BLUFF RD
PLOW GROUND RD
BOHICKET RD
EDENVALE RD
RIVER RD
FOLLY RD

COMMITTEE / COUNCIL AGENDA

13.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: WORKERS COMPENSATION EXCESS INSURANCE

REQUEST: APPROVAL OF RENEWAL WITH SAFETY NATIONAL

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 8, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporation Counsel	☐	☐		☐
	☐	☐		☐
	☐	☐		☐
	☐	☐		☐

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

If yes, provide the following: Dept./Div BFRC/Safety Account #: 181000 51250

Balance in Account _____ Amount needed for this item $296,656

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

The 2016 policy renewal premium is decreasing by 1%. This policy runs April 1, 2016 to April 1, 2017. CM White, the HR Committee Chair, has been briefed on the recommendation and approved adding this item to the Ways and Means agenda.

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

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

Presented to
City of Charleston, SC

Proposal Date: February 26, 2016

Risk. Reinsurance. Human Resources.

AON
Empower Results®

Table of Contents

Executive Summary 1

Insured's Acknowledgement and Instruction to Bind 2

Quote Comparison: Excess Workers Compensation 3

Details of Payment Terms 4

Listening to Your Feedback 5

Appendix 6

QDR 6

This insurance document is furnished to you as a matter of information for your convenience. It only summarizes the listed proposed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such proposed policy(ies). Moreover, the information contained in this document reflects proposed coverage as of the effective date(s) of the proposed policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed proposed policy(ies). The insurance afforded by the listed proposed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

The services and placements outlined in this proposal will be provided in accordance with the terms of the notices and policies set forth in our Compensation Agreement or Engagement Letter.

Executive Summary

Thank you for allowing us to place your upcoming Excess Workers' Compensation policy effective April 1st.

This year we approached your incumbent carrier, Safety National to quote your renewal. They did offer renewal terms at the expiring retention of $1,000,000 as well as several additional options. They also offered options at split retentions for the police officer and firefighter class codes of 7720 & 7710. This is due to the presumption laws that are available for police officers and firefighters and the uncertainty of when those claims will occur as well as the costs that come along with those claims. While there is some cost savings that come along with the higher retention options, the savings doesn't always outweigh the additional exposure potential.

Safety National also offered a quote for reducted premium at the current $1,000,000 retention per incident but without an aggregate retention.

We also obtained an indication from ARCH Insurance at the currrent $1,000,000 retention without an aggregate retention. However, they have not been able to confirm that quote is bindable so we have included it only as an indication.

Insured's Acknowledgement and Instruction to Bind

We hereby acknowledge receipt and review of the information presented in the Renewal Proposal ("Proposal") dated February 26, 2016 for Excess Workers Compensation and provided in the attached Quote Disclosure Report (QDR) dated February 26, 2016. We hereby instruct Aon Risk Services to bind the insurance program(s) selected by us and understand that our instruction to bind constitutes an acceptance of the terms and conditions and payments described in this Renewal Proposal.

_____

February 26, 2016

_____

On Behalf of City of Charleston, SC

_____

Thank You

Carrier	Limits/Retention	Premium	Bind
Option 1 – Safety National	Stat xs. $1M SIR $3M Agg Limit $7,540,909 Agg Retention	$296,656	
Option 2 – Safety National	Stat xs. $1.25M SIR $3M Agg Limit $7,788,113 Agg Retention	$266,920	
Option 3 – Safety National	Stat xs. $1.5M SIR $3M Agg Limit $8,142,118 Agg Retention	$245,680	
Option 4 – Safety National	Stat xs. $1M SIR $1.25M Police & Fire $3M Agg Limit $7,681,912 Agg Retention	$278,956	
Option 5 – Safety National	Stat xs. $1M SIR $1.5M SIR Police & Fire $3M Agg Limit $7,858,914	$264,088	
Option 6 – Safety National	Stat xs $1M SIR No Agg Limit / Retention	$269,964	

Indication:
We received an indication from ARCH Insurance for a $1,000,000 retention with no aggregate retention at an annual premium of $264,337. The are not able to confirm they can bind that indication at this time.

Quote Comparison: Excess Workers Compensation

Quote Comparison: Excess Workers Compensation

Carrier	Safety National Casualty Co			Safety National Casualty Co		Safety National Casualty Co		Safety National Casualty Co		Safety National Casualty Co		Safety National Casualty Co	
AM Best Rating	A+ XIII			A+ XIII		A+ XIII		A+ XIII		A+ XIII		A+ XIII	
Option	Expiring	Option 1	%Change From Expiring	Option 2	%Change From Expiring	Option 3	%Change From Expiring	Option 4	%Change From Expiring	Option 5	%Change From Expiring	Option 6	%Change From Expiring
Policy Term	04/01/15-16	04/01/16-17		04/01/16-17		04/01/16-17		04/01/16-17		04/01/16-17		04/01/16-17	
States Covered	SC	SC		SC		SC		SC		SC		SC	
Workers Compensation Limit	Statutory	Statutory		Statutory		Statutory		Statutory		Statutory		Statutory	
Employers Liability Limit	$1,000,000	$1,000,000		$1,000,000		$1,000,000		$1,000,000		$1,000,000		$1,000,000	
Self-Insured Retention (*See note below)	$1,000,000	$1,000,000	0%	$1,250,000	25%	$1,500,000	50%	Split	-100%	Split	-100%	$1,000,000	0%
Self-Insured Retention - Police/Fire	N/A	N/A		N/A		N/A		$1,250,000		$1,500,000		N/A	
Self-Insured Retention - All Other	N/A	N/A		N/A		N/A		$1,000,000		$1,000,000		N/A	
Aggregate Limit	$3,000,000	$3,000,000	0%	$3,000,000	0%	$3,000,000	0%	$3,000,000	0%	$3,000,000	0%	N/A	-100%
Loss Limit	$1,000,000	$1,000,000	0%	$1,250,000	25%	$1,500,000	50%	Split SIR	-100%	Split SIR	-100%	N/A	-100%
Aggregate Retention %	N/A	N/A		N/A		N/A		N/A		N/A		N/A	
Estimated Aggregate Retention $	$7,378,582	$7,504,909	2%	$7,788,113	6%	$8,142,118	10%	$7,681,912	4%	$7,858,914	7%	N/A	-100%
Minimum Aggregate Retention	$7,157,225	$7,279,762	2%	$7,554,470	6%	$7,897,854	10%	$7,451,455	4%	$7,623,147	7%	N/A	-100%
Estimated Annual Payroll/Manhours	$75,291,651	$70,801,029	-6%	$70,801,029	-6%	$70,801,029	-6%	$70,801,029	-6%	$70,801,029	-6%	$70,801,029	-6%
Estimated Annual Manual Premium	$3,026,651	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%
Experience Modification	N/A	N/A		N/A		N/A		N/A		N/A		N/A	
Other Modification	N/A	N/A		N/A		N/A		N/A		N/A		N/A	
Policy Period Years	1	1		1		1		1		1		1	
Estimated Normal Policy Premium	$3,026,651	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%	$2,451,729	-19%
Rate % of Normal Premium	N/A	N/A		N/A		N/A		N/A		N/A		N/A	
Rate Per $100 Payroll	0.4000	0.4190	5%	0.3770	-6%	0.3470	-13%	0.3940	-2%	0.3730	-7%	0.3813	-5%
Additional Flat Charge	N/A	N/A		N/A		N/A		N/A		N/A		N/A	
Estimated Policy Period Premium	$301,167	$296,656	-1%	$266,920	-11%	$245,680	-18%	$278,956	-7%	$264,088	-12%	$269,964	-10%
Policy Period Minimum Premium	$286,109	$281,823	-1%	$253,574	-11%	$233,396	-18%	$265,008	-7%	$250,884	-12%	$256,466	-10%
Annual Deposit Premium	$301,167	$296,656	-1%	$266,920	-11%	$245,680	-18%	$278,956	-7%	$264,088	-12%	$269,964	-10%
Commission	0%	0%		0%		0%		0%		0%		0%	
TRIA (included in premium above)	$9,035	$8,900		$8,008		$7,370		$8,369		$7,923		$810	

*** Some states require approval prior to increasing the Self-Insured Retention. The insured is responsible for obtaining any required approval from those states. Increases in your Self-Insured Retention may impact the amount of security required by the State.**

Details of Payment Terms

Your insurance premium can be paid as invoiced and premium is due upon receipt.

Listening to Your Feedback

Aon Service Team

Operational

Kent Tuten
Account Executive
P 864-241-1513
E kent.tuten@aon.com

Dee Williams
Account Specialist
P 864-241-1522
E dee.williams@aon.com

Brokerage

Crystal Walker
National Practice Leader Excess WC & Nonsubscription
P 817-339-2042
E crystal.walker@aon.com

Appendix

QDR

City of Charleston XS
WC QDR 2016 2017 -

About Aon

Aon plc (NYSE:AON) is the leading global provider of risk management, insurance and reinsurance brokerage, and human resources solutions and outsourcing services. Through its more than 66,000 colleagues worldwide, Aon unites to empower results for clients in over 120 countries via innovative and effective risk and people solutions and through industry-leading global resources and technical expertise. Aon has been named repeatedly as the world's best broker, best insurance intermediary, reinsurance intermediary, captives manager and best employee benefits consulting firm by multiple industry sources. Visit www.aon.com for more information on Aon and www.aon.com/manchesterunited to learn about Aon's global partnership and shirt sponsorship with Manchester United.

© Aon plc 2015. All rights reserved.

The information contained herein and the statements expressed are of a general nature and are not intended to address the circumstances of any particular individual or entity. Although we endeavor to provide accurate and timely information and use sources we consider reliable, there can be no guarantee that such information is accurate as of the date it is received or that it will continue to be accurate in the future. No one should act on such information without appropriate professional advice after a thorough examination of the particular situation.

www.aon.com

14.)

COMMITTEE / COUNCIL AGENDA

TO: Joseph P. Riley, Jr., Mayor

FROM: Geona Shaw Johnson **DEPT.** Housing & Community Dev

SUBJECT: FORGIVENESS OF 3 MONTHS OF INTEREST PAYMENTS ON THE LOAN BETWEEN THE CITY OF CHARLESTON AND HAMPSTEAD PARTNERS.

REQUEST: Mayor and City Council approval is requested to forgive three months of interest payments on the loan between the City of Charleston and Hampstead Partners. The forgiveness is granted due to the delays incurred at the project and the subsequent financial hardship the developer indicated occurred. The developer requested an interest rate reduction. However, the interest rate on the loan is four (4.00 %) percent and the CD Committee and staff believed that the interest rate was satisfactory and therefore are granting a waiver of interest to assist in the financial viability of what is a very important development to the delivery of affordable rental housing. The interest applied to the loan beginning November 2014 through January 2015 will be forgiven and totals $10,605.14. After which, interest will accrue as agreed. The City of Charleston funding is secured by a Note and Mortgage. Restrictive covenants are also recorded and exist for thirty years, which is ten years beyond the date of the Repayable Note and Mortgage.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** March 8, 2016

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*
Community Development Committee of City Council

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Cmty Deve	X		Geona Shaw Johnson	X
Corporate Counsel				
BFRC	X			

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

If yes, provide the following: Organization Key _____ Account _____

Balance in Account _____ Amount needed for this item _____

NEED: Identify any critical time constraint(s).

CFO's Signature: for AW

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg, Mayor

PROMISSORY NOTE

$500,000.00

Charleston, South Carolina

November 20, 2014

FOR VALUE RECEIVED, Hampstead St. Andrews Gardens Partners, L.P., a South Carolina limited partnership, 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 the "***Lender***") on the Maturity Date (as hereinafter defined), if not sooner paid, the principal sum of Five Hundred Thousand Dollars and No/100 Dollars ($500,000.00), or so much thereof as may be advanced (the "***Loan Amount***"), plus interest at the rate of four percent (4%) per annum. This Note evidences a loan by the Lender to the Borrower in the above stated amount for the exclusive purpose of providing funds for the renovation of rental property in the City of Charleston, for the occupancy and use by low-or very low-income households, among others, which property is located at 1385 Ashley River Road, Charleston, South Carolina 29407 and commonly known as St. Andrews Gardens Apartments (the "***Property***") and is more particularly described in that certain Mortgage and Assignment of Rents and Leases of even date herewith (the "***Mortgage***").

The entire outstanding principal balance of this Note and any outstanding accrued interest shall be due and payable two hundred forty (240) months from the date hereof (the "***Maturity Date***").

It is expected that there will be advances made hereunder by Lender to Borrower of up to Five Hundred Thousand and No/100 Dollars ($500,000.00) pursuant to the terms of the Mortgage, which secures this Note.

For the purposes of this Note, the following terms shall have the following meanings:

"**Annual Payment Amount**" means $36,791.

"**Annual Payment Date**" shall mean the May 15th of each year following the commencement of principal and interest payments on the First Mortgage Loan until the Maturity Date.

"**Available Cash Flow**" for a particular year shall mean that sum of monies remaining after:

(a) the payment of operating expenses (including but not limited to taxes, utilities, supplies, repair and maintenance costs, property taxes, property management fees, insurance escrows and reserves, and amounts deposited in any replacement reserve account);

(b) the segregation of: (i) an amount equal to the aggregate of all other special funds required to be maintained under the First Mortgage Bond Loan Documents or

Borrower's Initials:

Partnership Agreement, and (ii) all tenant security deposits;

(c) all principal, interest, reserve deposits and impounds, fees and other amounts payable by Borrower under the First Mortgage Bond Loan Documents, or as otherwise required by the Partnership Agreement; and

(d) the payment of the Cumulative Priority Distribution, Tax Credit Adjuster Payment Amounts, or any other amounts required to be paid to the Limited Partners of the Borrower, in the priority set forth in Article X of the Partnership Agreement.

"**Bonds**" means those certain $14,385,000 South Carolina State Housing Finance and Development Authority Multifamily Housing Revenue Bonds (St. Andrews Gardens Apartments), Series 2014.

"**First Mortgage Bond Loan**" means the loan made by the First Mortgage Bond Lender to Borrower from the proceeds of the issuance and sale of the Bonds in an amount not to exceed $14,385,000, which loan shall convert to a permanent loan in the approximate amount of $12,000,000.

"**First Mortgage Bond Loan Documents**" means the First Mortgage, the First Mortgage Bond Loan Note, the Bonds, the Indenture, the Regulatory Agreement and all other documents and instruments executed and delivered in connection with the issuance and sale of the Bonds.

"**First Mortgage Bond Loan Mortgage**" means the Mortgage, Assignment of Rents, Security Agreement and Fixture Filing entered into by the Partnership in favor of the Trustee securing the Partnership's obligations under the First Mortgage Bond Loan Documents.

"**First Mortgage Note**" means the promissory note in the original principal amount of $14,385,000 executed by the Partnership in favor of the First Mortgage Bond Lender as evidence of its obligation to repay the Bond Loan.

"**Partnership Agreement**" means that certain First Amended and Restated Agreement of Limited Partnership of the Borrower, dated as of November 1, 2014.

This Note shall be due and payable as follows:

1. In consecutive annual installments of principal and interest in an amount equal to the lesser of twenty-five percent (25%) of Available Cash Flow or the Annual Payment Amount; and

2. In any fiscal year that the Annual Payment Amount is greater than 25% of Available Cash Flow, the unpaid difference of principal and interest shall be deferred and shall be due and payable on the next Annual Payment Date (each, a "***Deferred Payment***"). Any such Deferred Payment shall be in addition to any payments required to be made under the foregoing Section 1 hereof; provided, however, that the sum of any Deferred Payment and the Annual Payment Amount in no event exceeds 25% of Available City Cash

Borrower's Initials

Flow. If the Maker is unable to make the Deferred Payment in full on the next Annual Payment Date from the prior year's Available Cash Flow, the unpaid balance shall continue to accrue on any principal deferred until paid in accordance with this Section 2.

All payments under this Note shall be applied first to accrued interest, then to principal and then to late charges, if any. All installments of principal and all interest are payable in lawful money of the United States of America. In the event of (a) failure to pay this Note in full on the Maturity Date, or (b) default in the payment of any other installment of interest or principal or any other sum payable pursuant to the terms of this Note not cured within five (5) business days after written notice from Lender, then or at any time thereafter, at the option of Lender the whole of the principal sum then remaining unpaid hereunder together with all interest accrued thereon, shall immediately become due and payable without further notice. From and after the maturity of this Note either according to its terms or as the result of a declaration of maturity, the entire principal remaining unpaid hereunder shall bear interest at a rate of eight percent (8%) per annum above the rate otherwise in effect hereunder (the "***Default Rate***"), or the highest applicable lawful rate, whichever is the lesser.

If this Note is placed in the hands of an attorney for collection or is collected through any legal proceedings, Borrower promises to pay all expenses of collection and reasonable attorney's fees incurred by Lender.

In the event the interest provisions hereof or any exactions provided for herein or in the lien documents or any other instruments securing this Note shall result at any time during the life of the loan in an effective rate of interest which, for any period of time, transcends the limit of the usury or any other law applicable to the loan evidenced hereby, all sums in excess of those lawfully collectible as interest for the period in question, at the option of Lender, without further agreement or notice between or by any party hereto, shall be deemed applied to principal immediately upon receipt of such monies by Lender. Notwithstanding the foregoing, Lender may at any time and from time to time elect to reduce the collection of any interest to that permitted by law.

This Note is secured by that certain Mortgage and Security Agreement of even date herewith.

Lender may collect a late charge of five (5%) percent of any installment of principal or interest which is not paid within fifteen (15) days of the due date thereof to cover the extra time and expense involved in handling delinquent payments. Such late charge shall apply to late payments prior to maturity or acceleration. Upon maturity or acceleration, no further late charges shall be assessed, but Borrower shall pay the Default Rate of interest on all amounts due from the date of maturity or acceleration until the Note is paid in full. The collection of the late charge shall not be deemed a waiver by Lender of interest accruing after the due date of any installment or of any of Lender's other rights under this Note.

Borrower agrees that the late charge provided above is fair and reasonable compensation to Lender for the additional administrative time and effort incurred in collecting and processing delinquent payments. Borrower further agrees that the Default Rate is a fair and reasonable rate

Borrower's Initials:

of interest to be charged after maturity or acceleration of this Note in light of the increased risks to Lender inherent in a past due loan and the administrative time and effort incurred in collecting a past due loan.

Borrower and all endorsers, guarantors and all persons liable or to become liable on this Note waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Note, and consent to any and all renewals and extensions of the time of payment hereof, and agree, further, that at any time and from time to time without notice, the terms of payment herein may be modified or the security described in any lien document securing the Note released in whole or in part, or increased, changed or exchanged by agreement between Lender and any owner of property affected by said lien document without in anywise affecting the liability of any party to this instrument or any person liable with respect to any indebtedness evidenced hereby.

This Note may be prepaid in whole or in part at any time without penalty.

This Note shall be non-recourse to the Borrower and its partners.

This Note shall be governed as to validity, interpretation, construction, effect, and in all other respects by the laws and decisions of the State of South Carolina. Wherever possible each provision of this Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Note or portion thereof shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Note.

This Note may be assigned by Lender with or without recourse.

ANY PROVISION HEREOF TO THE CONTRARY NOTWITHSTANDING, THIS NOTE IS SUBJECT TO THE PROVISIONS OF THE CONSTRUCTION/TERM LOAN AGREEMENT OF EVEN DATE HEREWITH BETWEEN BORROWER AND LENDER CONCERNING THE WAIVER OF JURY TRIALS. Subject to the foregoing, Borrower submits to the jurisdiction of any court of competent jurisdiction within the State of South Carolina. Borrower further agrees to comply with all requirements necessary to give such court *in personam* jurisdiction and agrees that service of process may be accomplished by, in addition to any other lawful means, certified mail, return receipt requested.

*****Remainder of Page Intentionally Left Blank*****
[Signature on Following Page]

Borrower's Initials: _____

The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within thirty days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.

Hampstead St. Andrews Gardens Partners, L.P., a South Carolina limited partnership

By: Hampstead St. Andrews Gardens, LLC, a South Carolina limited liability company, its General Partner

By: The Hampstead Group, Inc., a California corporation, its Sole Member

By: _____
Name: Chris Foster
Title: President

DM: 3772943 v. 6

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES

THIS MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES (this "***Mortgage***") is made this ____ day of November, 2014, by the mortgagor, Hampstead St. Andrews Gardens Partners, L.P., a South Carolina limited partnership (the "***Borrower***" or "***Mortgagor***") and the mortgagee, the City of Charleston, a South Carolina Municipal Corporation, whose address is City Hall, PO Box 304, Charleston, South Carolina 29402 (the "***Lender***" or "***Mortgagee***").

TO SECURE to the Lender the repayment of the indebtedness evidenced by the **Note**, a copy of which is attached hereto as **Exhibit "A"** and the terms of which are incorporated by reference herein, in the original principal sum of up to Five Hundred Thousand and No/100 Dollars ($500,000.00) (the "***Loan***"), 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, the Borrower does hereby Mortgage, grant and convey to the Lender, its successors and assigns, the real property located in the City of Charleston, County of Charleston, State of South Carolina, described in **Exhibit "B"** attached hereto and incorporated by reference herein (hereinafter the "***Property***") which has the address of 1385 Ashley River Road, Charleston, South Carolina 29407;

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 said premises unto the said Lender, its successors and assigns, forever, together with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the Property, all of which , including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Mortgage.

The Borrower covenants that the Borrower is lawfully seised of the estate hereby conveyed and has the right to Mortgage, grant and convey the Property, 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 of record and affecting title to the Property.

The Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. The Borrower shall 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. Insurance, etc. Borrower, their heirs or administrators, shall keep the Property, insured against loss or damage by fire, for the benefit of the said Lender for an amount not less than the full insurable value, in such company as shall be approved by the said Lender, and shall deliver the policy to the said Lender. In the event of a default thereof, then the said Lender, its successors and/or assigns, may affect such insurance and reimburse itself under this Mortgage for the expense thereof, with interest thereon, from the date of its payment calculated at the Default Rate stated in the Note. And it is further agreed, in the event of other insurance and contribution between the insurers, that the said Lender, its successors and/or assigns, 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.

3. 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.

4. Reserved.

5. Advances to Construct Improvements on the Property. Disbursements of the Loan ("***Construction Draws***") will be made as provided in this Section. At the closing of the Loan, Lender shall advance Borrower an amount of $500,000.00. Thereafter, Construction Draws will be advanced for work performed and accepted by the Lender's construction inspector (which term includes employees and/or agents of Lender). In order to initiate a Construction Draw request, the Borrower shall submit a request for disbursement form along with any other documentation reasonably requested by Lender. Following the inspection and acceptance of the work performed, Lender will disburse the construction draw to Borrower. Borrower may request the additional Constructions Draws when construction is (i) 60% or more complete, and (ii) 100% complete (Borrower shall be required to submit to Lender a Certificate of Occupancy ("***CO***") for this final Construction Draw). The Loan Amount may, at Borrower's option, be disbursed in a single payment following completion and acceptance of the improvements by the Lender and issuance of the CO by the proper building code enforcement agency. Borrower further acknowledges and agrees that it shall execute and record certain Restrictive Covenants providing for the future use of the Property (mutually agreed upon by Borrower and Lender).

6. Assignment of Rents.

(a) For the purposes and upon the terms and conditions set forth herein, Mortgagor irrevocably assigns to Mortgagee all of Mortgagor's right, title and interest in, to and under all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Property, whether existing as of the date hereof or at any time hereafter entered into, together with all guarantees of and security for any tenant's or lessee's performance thereunder, and all amendments, extensions, renewals and modifications thereto (each, a "***Lease***" and collectively, the "***Leases***"), together with any and all other rents, issues and profits of the Property (collectively, "***Rents***"). This assignment shall not impose upon Mortgagee any duty to produce Rents from the Property, nor cause Mortgagee to be: (a) a

"mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor or landlord under any Lease; or (c) responsible for any waste committed by any person or entity at any time in possession of the Property or any part thereof, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property. This is an absolute assignment, not an assignment for security only, and Mortgagee's right to Rents is not contingent upon and may be exercised without taking possession of the Property. Mortgagor agrees to execute and deliver to Mortgagee, within five (5) days of Mortgagee's written request, such additional documents as Mortgagee may reasonably request to further evidence the assignment to Mortgagee of any and all Leases and Rents. Mortgagee, at Mortgagee's option and without notice, may notify any lessee or tenant of this assignment of the Leases and Rents.

(b) To protect the security of this assignment, Mortgagor agrees:

(i) At Mortgagor's sole cost and expense, to perform each obligation to be performed by the lessor or landlord under each Lease and to enforce or secure the performance of each obligation to be performed by the lessee or tenant under each Lease.

(ii) At Mortgagor's sole cost and expense, to defend any action in any manner connected with any Lease or the obligations thereunder, and to pay all costs of Mortgagee, including reasonable attorneys' fees, in any such action in which Mortgagee may appear.

(iii) That, should Mortgagor fail to do any act required to be done by Mortgagor under a Lease, then Mortgagee, but without obligation to do so and without notice to Mortgagor and without releasing Mortgagor from any obligation hereunder, may make or do the same in such manner and to such extent as Mortgagee deems necessary to protect the security hereof, and, in exercising such powers, Mortgagee may employ attorneys and other agents, and Mortgagor shall pay necessary costs and reasonable attorneys' fees incurred by Mortgagee, or its agents, in the exercise of the powers granted herein. Mortgagor shall give prompt notice to Mortgagee of any material default by any lessee or tenant under any Lease, and of any notice of default on the part of Mortgagor under any Lease received from a lessee or tenant thereunder which remains uncured after 30 days, , together with an accurate and complete copy thereof.

(c) Mortgagee confers upon Mortgagor a license (the "***License***") to collect and retain the Rents as, but not before, they come due and payable, until the occurrence of any default. Upon the occurrence of any default hereof, the License shall be automatically revoked, and Mortgagee may, at Mortgagee's option and without notice, either in person or by agent, with or without bringing any action, or by a receiver to be appointed by a court: (a) enter, take possession of, manage and operate the Property or any part thereof; (b) make, cancel, enforce or modify any Lease; (c) obtain and evict tenants, fix or modify Rents, and do any acts which Mortgagee deems proper to protect the security hereof; and (d) either with or without taking possession of the Property, in its own name, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same in accordance with the provisions of this Mortgage. The entering and taking possession of the Property, the collection of Rents and the application thereof as aforesaid, shall not cure or waive any default, nor waive, modify or

affect any notice of default hereunder, nor invalidate any act done pursuant to any such notice. The License shall not grant to Mortgagee the right to possession, except as provided in this Mortgage.

7. Creation of Security Interest in the Collateral. To further secure the performance and payment of the obligations of Borrower to Lender pursuant to the Note and this Mortgage, Borrower hereby grants to Lender a present security interest in the collateral described in **Exhibit "C"** attached hereto and incorporated by reference herein (the "***Collateral***").

8. Borrower Not Released. Extension of the time for payment or modification or amortization of the sums secured by this Mortgage granted by the Lender to any successor in interest of the Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower'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.

9. 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.

10. 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.

11. Conveyance of the Property. If all or any part of the Property is sold or transferred by the Borrower without the Lender's prior written consent in accordance with the terms of the Note, the Lender may, at the Lender's option, declare, all the sums secured by the Mortgage to be immediately due and payable.

12. Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights thereunder shall insure to, the respective successors and assigns of the Lender and the Borrower, if any.

13. Joint and Several Liability. All covenants and agreements of the Borrower shall be joint and several.

14. Captions. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

15. 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: Director, Dept. of Housing & Community Development
City Hall
PO Box 304
Charleston, SC 29402

As to Borrower:

Hampstead St. Andrews Gardens Partners, L.P.,
1385 Ashley River Road
Charleston, South Carolina 29407 [NEED TO CONFIRM]

With copies to:

Hampstead St. Andrews Gardens Partners, L.P
c/o The Hampstead Group, Inc.
1350 Columbia Street, Suite 802
San Diego, CA 92102
Attn: Legal

Boston Financial Institutional Tax Credits XLII Limited Partnership c/o Boston Financial Investment Management, LP
101 Arch Street, 13th Floor
Boston, MA 02110
Attention: Palmilla Apartments Asset Management

Holland & Knight LLP
10 St. James Avenue
Boston, MA 02116
Attention: James E. McDermott, Esq.

The Borrower shall notify the Lender of any change in the Borrower's address.

16. Governing Law; Severability. This Mortgage shall be governed by the law 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.

17. Borrower's Copy. The Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

18. Right to Appoint Receiver. Should legal proceedings be instituted for the collection of the debt secured hereby, then and in that event, the said Lender, Lender's heirs, successors, or assigns, shall have the right to have a Receiver appointed of the rents and profits of the above-described Property, with power to forthwith lease out the said Property anew if he

should so elect, who, after deducting all charges and expenses attending such proceedings, and the execution of the said trust as Receiver, shall apply the residue of the said rents and profits toward the payment of the debts secured hereby.

19. Attorneys 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 a reasonable counsel fee (of not less than ten 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.

20. 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 said 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 virtue.

21. Borrower's Right to Possession. The Borrower is to hold and enjoy the said premises until default of payment shall be made.

22. Nonrecourse. Notwithstanding anything to the contrary herein or in any of the Loan Documents, the Loan shall be nonrecourse to the Borrower and its partners.

*****Remainder of Page Intentionally Left Blank*****
[Signatures on Following Page]

IN WITNESS THEREOF, the Borrower has executed this Mortgage this ____ day of _____, 2014.

SIGN, SEALED AND DELIVERED
IN THE PRESENCE OF:

Hampstead St. Andrews Gardens Partners, L.P.,
a South Carolina limited partnership

By: Hampstead St. Andrews Gardens, LLC, a South Carolina limited liability company, its General Partner

By: The Hampstead Group, Inc., a California corporation, its Sole Member

Witness 1

Witness 2

By: _____
Name: Chris Foster
Title: President

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, the undersigned Notary Public, do hereby certify that Hampstead St. Andrews Gardens Partners, L.P., a South Carolina limited partnership, by Hampstead St. Andrews Gardens, LLC, a South Carolina limited liability company, its General Partner, by The Hampstead Group, Inc., a California corporation, its Sole Member, by Chris Foster, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my Hand and Official Seal this the ____ day of _____, 2014.

_____
Notary Public for _____
My Commission Expires: _____

See attached Certificate

DM: 3768525 v. 5

ACKNOWLEDGMENT

State of California
County of San Diego)

On November 19, 2014 before me, Kristin Vanderluit, Notary Public
(insert name and title of the officer)

personally appeared Chris Foster,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

KRISTIN KAIDEN VANDERLUIT
Commission # 2071609
Notary Public - California
San Diego County
My Comm. Expires Jun 19, 2018

Signature _____ (Seal)

Exhibit "A"
Copy of Promissory Note

[see attached.]

Exhibit "B"
Property Description

Exhibit "C"
Collateral Description

(a) All buildings, structures and improvements of every kind and description (the "***Improvements***") now or hereafter erected or placed on the property described in Exhibit A attached hereto and made a part hereof (the "***Land***"); and all materials intended for construction, reconstruction, alterations and repair of such Improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Improvements immediately upon the delivery thereof to the Land or Improvements, and all fixtures and articles of personal property now or hereafter owned by the Borrower and attached to or contained in and used in connection with the aforesaid Land and Improvements including, but not limited to, all furniture, furnishings, inventory, apparatus, machinery, equipment, motors, elevators, fittings, radiators, ranges, refrigerators, awnings, shades, screens, blinds, carpeting, office equipment and other furnishings and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment, telephone systems, television and television systems, computer systems and fixtures and appurtenances thereto and all renewals or replacements thereof or articles in substitution thereof, whether or not the same are or shall be attached to the Land and Improvements in any manner (the Land and Improvements together with the personal property described above are hereafter referred to as the "***Property***"); and

(b) Any and all of the security deposits, rents, royalties, issues, profits, revenues, income, license fees and other benefits of the Property and improvements thereon from time to time accruing; and

(c) Any and all leases (including equipment leases and leases of personal property), rental agreements, management contracts, contracts of sale, franchise agreements, technical services agreements, construction contracts, construction management contracts, architect's and/or engineering contracts, design contracts, subcontracts, operating agreements, consulting agreements, listing agreements, sales agency contracts, advertising contracts, licensing agreements, maintenance contracts, contract for the purchase or delivery of labor, services, materials, goods, inventory or supplies, cleaning contracts, contract rights, general intangibles, permits, approvals, trade names, trademarks, service marks, patents pending, goodwill, utility service bonds and/or cash deposits, site improvement bonds and/or cash deposits, building permits, sewer and water connections and/or tap-in permits, curb-cut permits, utility service agreements, actions and rights in action now or hereafter acquired pertaining to the Property, including all rights to insurance proceeds and condemnation proceeds, and licenses and permits now or hereafter affecting the Property and Improvements thereon; and

(d) All warranties, guaranties, representations or covenants covering any appliances, equipment and fixtures owned by Borrower now or hereafter located upon the Land or used in connection with the Improvements including without limitation, air-conditioning, heating and other appliances and equipment; and

(e) All sales agreements, reservation agreements, deposit receipts, escrow agreements, and other ancillary documents and agreements entered into with respect to the sale

to any purchasers of any part of the Land, together with all deposits, earnest monies, reservation fees, down-payments and other proceeds of the sale thereof; and

(f) All of the water, sanitary and storm sewer systems now or hereafter owned by Borrower which are now or hereafter located by, over and/or upon the Land or the Improvements or any part and parcel thereof, including all water and sewer lines, equipment and appurtenances; and

(g) Any and all materials (stored on-site or off-site), reserves, deferred payments, deposits or advance payments for materials (stored on-site or off-site), undisbursed loan proceeds, insurance refunds, insurance proceeds, impound accounts, refunds for overpayment of any kind, to the extent the same arise out of or occur in connection with the construction of the Improvements; and

(h) All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use Borrower's name and the name of any all subdivisions established on the Property; and

(i) All proceeds or sums payable in lieu of or as compensation for the loss of or damage to any property described in (a) above, or to the Property; and

(j) All rights in and to all pertinent present and future fire and/or hazard insurance policies; and

(k) All awards made by any public body or decreed by any court of competent jurisdiction for a taking or for degradation of value in any eminent domain proceeding; and

(l) All reciprocal easement agreements, declarations of covenants, conditions and restrictions, party wall agreements, "tie-back" agreements, common area agreements, shared maintenance agreements, common use agreements or similar agreements or understandings; and

(m) All licenses, permits, authorizations, consents, certificates of occupancy, approvals, dedications, subdivision maps or plats and entitlements issued, approved or granted by any governmental authority or otherwise, in connection with the Property and/or any part thereof; any and all assignable development rights and other intangible rights, titles, interests, privileges and appurtenances owned by Borrower and in any way related to or used in connection with the Property and/or any part thereof and its renovation, construction, use, maintenance, repair, leasing and operation; and all assignable licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities and to insure vehicular and pedestrian ingress and egress to the Property and/or any part thereof; and

(n) All utility service bonds and/or cash deposits, site improvement bonds and/or cash deposits, building permits, sewer connection and/or tap-in permits, water connection and/or tap-in permits, curb-cut permits, utility service agreements, site work agreements with any

governmental authority or public utility, and all other permits, approvals and contracts of any kind relating to the Property; and

(o) All surveys, agreements, instruments, contracts, documents of title, choses in action or intangible property or contract rights of any kind now existing or hereafter arising or created or entered into related to construction and completion of the Property or ownership, operation, marketing or sale of the Property including, but not limited to Borrower's interest, if any, in and to any and all plans and specifications, any and all construction contracts, all construction, engineering, architectural and other contracts, purchase orders, permits, building permits, approvals, licenses, authorizations, rights, franchises, trademarks, trade names, project logos, building names, surveys, insurance policies, bonds, escrow funds, easement, exclusive agency licenses or leases and proceeds of any of the foregoing; and

Together with all proceeds, products, replacements, additions, substitution, renewals and accessions to any of the foregoing collateral. A portion of the above described goods are or are to be affixed to the Land and Improvements. The record owner of the real property described in Exhibit A hereto is the Borrower.

ALSO

(A) ACCOUNTS: All accounts, contract rights, chattel paper, instruments and documents, whether now owned or hereafter created or acquired by Borrower or in which Borrower now has or hereafter acquires any interest;

(B) INVENTORY: All of Borrower's inventory, including, but not limited to, all goods intended for sale or lease by Borrower, or for display or demonstration; all work in process; all raw materials and other materials and supplies of every nature and description used or which might be used in connection with the manufacture, printing, packing, shipping, advertising, selling, leasing or furnishing of such goods or otherwise used or consumed in Borrower's business; and all documents evidencing and General Intangibles relating to any of the foregoing, whether now owned or hereafter acquired by Borrower;

(C) EQUIPMENT: All machinery, apparatus, equipment, fittings, furniture, fixtures, motor vehicles, and other tangible personal Property (other than Inventory) of every kind and description used in Borrower's operations or owned by Borrower or in which Borrower has an interest, whether now owned or hereafter acquired by Borrower and wherever located, and all parts, accessories and special tools and all increases and accessions thereto and substitutions and replacements therefor;

(D) GENERAL INTANGIBLES: All general intangibles of Borrower, whether now owned or hereafter created or acquired by Borrower, including, without limitation, all choses in action, causes of action, judgments, corporate or other business records, deposit accounts, inventions, designs, patents, patent applications, servicemarks, trademarks, trade names, trade secrets, goodwill, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, together with all rights to any subdivision or other names associated with the development of the Property, all claims under guaranties, security interests or other security

held by or granted to Borrower to secure payment of any of the Accounts by an Account Borrower, all rights to indemnification and all other intangible property of every kind and nature (other than Accounts);

(E) FIXTURES: All fixtures, improvements and other personal property now or hereafter acquired, affixed or located on the real property more fully described on the attached Exhibit A attached hereto (the "***Real Property***"), together with an assignment of all rents, profits, leases, income, contracts, condemnation awards, insurance proceeds and security deposits relating to the Real Property;

(F) MONEY AND DEPOSITS: All monies, deposits and other Property of any kind, now or at any time or times hereafter, in the possession or under the control of the Lender or a bailee of the Lender;

(G) ACCESSIONS, REPLACEMENTS & PROCEEDS: All accessions to, substitutions for and all replacements, products and cash and non-cash proceeds of any of the Collateral described in A, B, C, D, E, or F above, including, without limitation, proceeds of and unearned premiums with respect to insurance policies insuring any of the Collateral; and

(H) RECORDS: All books and records (including, without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records) of Borrower pertaining to any of the Collateral described in A, B, C, D, E, F or G above.