Bishop Gadsden
1 Bishop Gadsden Way
May 24, 2016
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Wagner

2. Approval of Minutes:

   a.) May 10, 2016

3. Bids and Purchases

4. Public Service: Approval to submit the 2016 Flood Mitigation Assistance (FMA) Grant in the amount of $10,521,670.58. A City match in the amount of $2,000,346.97 is required ($12,522,017.55 total).

5. Office of Cultural Affairs: Approval to submit a grant application in the amount of $5,000 to the Joanna Foundation for the 2016 MOJA Arts Festival Educational Outreach Program. No City match is required.

6. Parks-Capital Projects: Approval of an ORLP (Outdoor Recreation Legacy Partnership Program) Grant application for landscape improvements at St. Julian Devine. This grant will provide $500,000 in funding, requiring a $500,453 match ($1,000,453 total). The Charleston Parks Conservancy will be providing $250,000 of the required match, and the City will provide $250,453. The proposed use of the project funding would be to enhance the landscaping around the facility as well as provide provide additional site upgrades including a half-court basketball area, functional play lawn, increased playground space and new public plaza areas.

7. Parks-Capital Projects: Approval of a grant application to FEMA via the SC Emergency Management Division for the "Pre-Disaster Mitigation Grant Program," a competitive grant program, for the retrofitting of Fire Station 2&3 to meet current seismic, wind and other building codes. This grant will provide $4,000,000 in funding (maximum amount allowed), requiring a match of $3,556,523 ($7,556,523 total). This application seeks the maximum funding available for individual projects, and will compete against other PDM applications nationwide. If selected, funding would be available approximately June 2017 and would have to be expended within three years.

8. Parks-Capital Projects: Approval of a Cost Consulting Services Contract for the International African American Museum with Venue Cost Consultants in the amount of $51,400 to provide cost control oversight services during the design development phase and at completion of the design development phase (35% level drawings).

9. Public Service: Approval for Palmetto Gunite to repair a brick arch at 51 George Street damaged in the past by the installations of an SCE&G vault in the amount of $45,892.12. The City will be pursuing reimbursement for this expense. This is an emergency repair due to a street collapse.

10. Legal Department: Request authority for the Mayor to execute the Trademark License Agreement between Spoleto and the City of Charleston granting the City a license to use the mark "Piccolo Spoleto" without paying any royalties to Spoleto for its use and in the event Spoleto stops conducting the Spoleto Festival in the City of Charleston, Spoleto will assign Spoleto marks to the City.

11. The Committee on Recreation: (Meeting was held May 23, 2016 at 3:30 p.m., City Hall, 80 Broad Street)

    a.) Approval of a Programmatic Agreement among the National Park Service, SC State Historic Preservation Office, the Advisory Council on Historic Preservation, the SC Department of Parks, Recreation and Tourism and the City of Charleston regarding DeReef Park.

12. The Committee on Traffic and Transportation: (Meeting was held May 23, 2016 at 3:00 p.m., City Hall, 80 Broad Street)

    a.) Approval of 2016-2017 Street Vendor Spaces

    b.) Approval of 2016-2017 Bid Specifications for Street Vendor Spaces

    c.) Approval of 2016-2017 Franchise Agreement for Vendor Spaces

13. The Committee on Real Estate: (Meeting was held May 23, 2016 at 4:00 p.m., City Hall, 80 Broad Street)

    a.) Request authorization of the Mayor to execute the attached Easement and License Agreement between the City and the U.S. General Services Administration (TMS: 457-12-04-016; 101 Broad Street)

    b.) Request authorization of the Mayor to execute the attached Temporary Access License Agreement between the City and the North Charleston Sewer District to install, maintain, and remove a temporary above ground sewer line (TMS: 464-02-00-051; 1820 Harmon Street)

    c.) Request approval of the Mayor to execute the attached lease agreement between the City of Charleston and the Medical University of South Carolina for the parking lot located at Fishburne Street (between Hagood and Horizon Streets), Charleston, SC 29403 [Fishburne Street Parking Lot (Hagood Lot)]

    d.) Request authorization from the Mayor to execute the attached Resolution approving an amendment to the Joint County Industrial Park Agreement between

Berkeley County and Williamsburg County so as to include a parcel of property for a project undertaken by Blackbaud, Inc. and Holder Construction Group, LLC; and a fee-in-lieu tax agreement by and among Berkeley County, Blackbaud, and Holder Construction (Daniel Island)

e.) Consider the following annexations:

(i) 1211 Camellia Road (TMS# 351-12-00-050) 0.14 acre, West Ashley (District 9)

(ii) 1643 Sulgrave Road (TMS# 354-02-00-043) 0.30 acre, West Ashley (District 2)

COMMITTEE / COUNCIL AGENDA

3a.)

TO: John J. Tecklenburg, Mayor

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

SUBJECT: CLOUD STORAGE SERVICE FOR POLICE VIDEO CAMERA DATA

REQUEST: APPROVAL OF MICROSOFT CLOUD STORAGE SERVICE WITH IRSA VIDEO, THE SOLE SOURCE VENDOR, TO PROVIDE APPROPRIATE VIDEO STORAGE AND ARCHIVING FOR THE POLICE DEPARTMENT'S BODY-WORN AND VEHICLE VIDEO SYSTEMS.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** May 24, 2016

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

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

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

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

Balance in Account $296,400.00 Amount needed for this item $253,890.00

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

NOTES: To be billed monthly by IRSA Video to the City of Charleston at $25,389.00 per month for initial 10-month period, then will be renewed annually for 12-month period.

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.

Invoice

IRSA VIDEO
6543-A FAIN STREET
N. CHARLESTON, SC 29406-4909
PHONE (843) 576-2305 FAX (843) 553-1151
www.irsavideo.com

REMIT PAYMENTS TO:
IRSA VIDEO
PO BOX 63245
N CHARLESTON, SC 29419

Invoice No	Page
1326	1

Invoice date
5/2/2016

Bill To:

CHARLESTON POLICE DEPT
ATTN: ACCTS PAYABLE
180 LOCKWOOD BLVD
CHARLESTON, SC 29403

Ship To:

CHARLESTON POLICE DEPT
180 LOCKWOOD BLVD
CHARLESTON, SC 29403

PR1626665

Order number	Sales order date	Account number	Loc	Account manager
1249	5/2/2016	68	2	1010 Tom Guzik

PO number	Job No	Ship via	PPD/COL
CLOUD HOSTING MAY 2016		BEST WAY	

Item No. / Description	Quantity ordered	Qty Shipped/Returned / Quantity on back order	Item price / Discount %	UOM	Extended Total / Total price
CLOUNLTD MONTHLY CLOUD HOSTING FEE 5/1/16 5/31/16	360.00	360.00	$65.00	EA	$23,400.00

Comments:

Thank you for your business!
Invoices balanced past 30 days are subject to a 1.5% finance charge.

Sales amount:	$23,400.00
Miscellaneous amount:	$0.00
Freight:	$0.00
Sales tax:	$1,989.00
Subtotal:	$25,389.00
Amount Received:	$0.00
Total amount due:	$25,389.00

Payment terms: COD

(C)2003 Exact Software

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: IRSA Systems Annual Maintenance and Support

REQUISITION NUMBER: PR162665

VENDOR: Techventures LLC dba IRSA Video

DATE: May 12, 2016

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

   Annual Cloud Hosting Fee for storage and archiving of Police body-cam and in-car video.

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

   No. Techventures is the parent company for WH Platts/IRSA and is the vendor previously selected by the City for purchasing, implementing and supporting Police video systems.

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.

   Techventures/IRSA Video is the company previously selected by the City for purchasing, implementing and supporting Police body-cam and in-car video systems. All related video data is processed through the City's network infrastructure and into the IRSA cloud storage resource contracted through Microsoft and is the only option for storage using their systems.

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

   ____YES or NO __X__

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

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

   The Police Department has engaged in a long-term partnership with IRSA for related video and audio recording technologies to facilitate their critical operations.

SIGNATURE _____ TITLE CIO

3b.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Chief Gregory Mullen **DEPT.** Police Department

SUBJECT: POLICE UNIFORM SUPPLIES

REQUEST: Approval to establish a contract for Police Uniform Supplies with Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505. Solicitation #15-P044R.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** May 24, 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	☐	G. Mullen	☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 200000 Account #: 52008 KLM

Balance in Account* $238,906 Amount needed for this item $275,000.00

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:

* Amount needed for 2016 will not be the full $275,000.00, as this will only be for a partial year.

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

Police Uniform Supplies RFP
February 9, 2016
Solicitation #: 15-P044R

Firm	Scores of Scorers					Total Score
Galls	97	80	92	90		359
Uniforms by John	51	32	66	35		184

Buyer — Date: 2/9/16

Mary McCracken — Date: 2-9-16

Witness — Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

AGREEMENT BETWEEN THE CITY OF CHARLESTON AND GALLS, LLC FOR UNIFORM SUPPLIES FOR THE CHARLESTON POLICE DEPARTMENT

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 Galls, LLC (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 Uniform Supplies for the Charleston Police Department in accordance with Solicitation #15-P044R and any and all addenda. All attachments and exhibits listed below shall be incorporated herein:

Exhibit A: Solicitation #15-B044R (the "Request for Proposal")
Exhibit B: Addenda to Request for Proposal
Exhibit C: Insurance Requirements
Exhibit D: Contractor's Proposal Response (the "Work") & Pricing Proposal
Exhibit E: Alterations Sub-Contractor Letter

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

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

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

4. The Contractor shall bill only for work according to Exhibit A, Exhibit B, Exhibit D and Exhibit E 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/items delivered by the Contractor to the City on a regular basis and to the agreed upon City Representative.

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

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

8. If a garment is damaged during normal wear and use, the Contractor is able to either:
   a. Send the garments to the manufacturer for repair or replacement
   b. Perform the repair or replace in-house and return to the City
   c. If the garment is defective in any way, the Contractor or the Manufacturer will pick up or arrange for pick-up of the garments from the City and will replace, repair and return the items to the City.

9. The Contractor has established a subcontractor for alterations. The City will not be responsible for paying the subcontractor. All payments the City makes will be directly to the Contractor and the Contractor will be responsible for paying the subcontractor.

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

This Agreement authorizes payments not to exceed $275,000.00 (Two Hundred Seventy-Five Thousand Dollars and Zero Cents) per year for goods and/or services provided in accordance with the Request for Proposal and the Contractor's Proposal Response and Cost Proposal. Payment terms will be Net 30 days. Payment shall be made after materials have been delivered to the City by the Contractor and the materials have been inspected and accepted by the City. The Contractor must submit an original invoice for each payment request to Accounts Payable (PO Box 853, Charleston, SC 29402) located at 116 Meeting Street, Charleston, SC 29401. Faxed and/or copied invoices will not be accepted. Rates shall not increase during the Term or any agreement extensions. If the Vendor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the

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

§4. WARRANTIES AND REPRESENTATIONS

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

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

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

§5. SUBCONTRACTORS

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

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

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

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

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

§6. INDEMNIFICATION

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

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

§7. INSURANCE REQUIREMENTS

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

§8. GRATUITIES AND KICKBACKS

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

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

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

§9. TERMINATION

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

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

§10. ASSIGNMENT

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

§11. NOTICES

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

To: City of Charleston	To: Vendor
John J. Tecklenburg Mayor City of Charleston PO Box 304 Charleston, SC 29402	Mike Andrews Chief Financial Officer Galls, LLC 1340 Russell Cave Road Lexington, KY 40505

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:

Missy Faulkner	
Name	Mike Andrews Chief Financial Officer
Date: 5-11-16	Date: 5-11-16
Whitney Williams	
Name	
Date: 5-11-16	

EXHIBIT A

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

Proposal Number: 15-P044R	**Proposals will be received until:** January 12, 2016 @ 12:00pm
Proposal Title: Police Uniform Supplies	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: 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 **1:00 p.m. on December 29, 2015**. Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 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 Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

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

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

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

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

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

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

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

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

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 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. SUBCONTRACTORS

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

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP: WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. GOVERNING/CONTROLLING LAW

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

39. STATE AND LOCAL TAXES

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

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

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

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

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

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

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

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

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

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

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

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

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL OFFERORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

NO PROPOSAL RESPONSE FORM

Proposal Number: 15-P044R	**Proposals will be received until:** January 12, 2016 @ 12:00pm
Proposal Title: Police Uniform Supplies	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: 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-P044R	**Proposals will be received until:** January 12, 2016 @ 12:00pm
Proposal Title: Police Uniform Supplies	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Company Name 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___.
My Commission Expires: _____
Print Name:_____
Phone Number:_____
Address: _____

Notary Public for the State of _____
Notary Seal:

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

Notary Seal:

GENERAL INFORMATION

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

The City will look at alternates and consider alternates if they are equivalent to the requested item. Any item being substituted, the City is requesting a sample be submitted of the alternate only.

PROCUREMENT PROCESS

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

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett-Robinson, City of Charleston, Procurement Division, 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 December 29, 2015.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

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

PROPRIETARY INFORMATION

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

UNAUTHORIZED COMMUNICATIONS

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

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

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

CONTRACT NEGOTIATIONS

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

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

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

PROPOSAL PREPARATION

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

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt ***January 12, 2016 @ 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 six (6) Bound Copies of the Proposal are required for submission, plus one (1) electronic (Flash Drive or CD) copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

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

COMPLETION OF REPONSES

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

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

PROPOSAL FORMAT

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

a) All proposals should be clearly marked **"15-P044R – Police Uniform Supplies"**
b) All proposals must be submitted in a sealed envelope. All pricing information should be clearly marked "**Cost Proposal**". The pricing envelope should be placed with the proposals in one envelope marked **"15-P044R – Police Uniform Supplies"**
c) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 15-P044R.**
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on January 12, 2016. Late proposals will not be accepted.**
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this RFP requiring signature must be included in the proposal.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

PROPOSAL EVALUATION PROCESS

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

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

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

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

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

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

PROPOSAL EVALUATION CRITERIA FACTORS

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

Criteria Factors

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

- Ability to provide items specified in RFP/company history and stability
- Summary of experience, qualifications and past performance of the individuals to provide the services and function as primary resources on contract
- Minimum of three similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, contact person and date of service provided
- Provide evidence of work product, ability to meet schedules, cooperation and responsiveness.
- Cost

References

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

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

Name: _____

Address: _____

_____

Phone/Fax: _____

Email: _____

SCOPE OF WORK AND SPECIFICATIONS

This solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Police Department (SWAT, EOD, K-9, Bike, Underwater, etc.). It will cover the actual items as well as sewing and repair service of the garments.

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

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

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

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.

The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery or engraved product prior to release to the City.

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

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

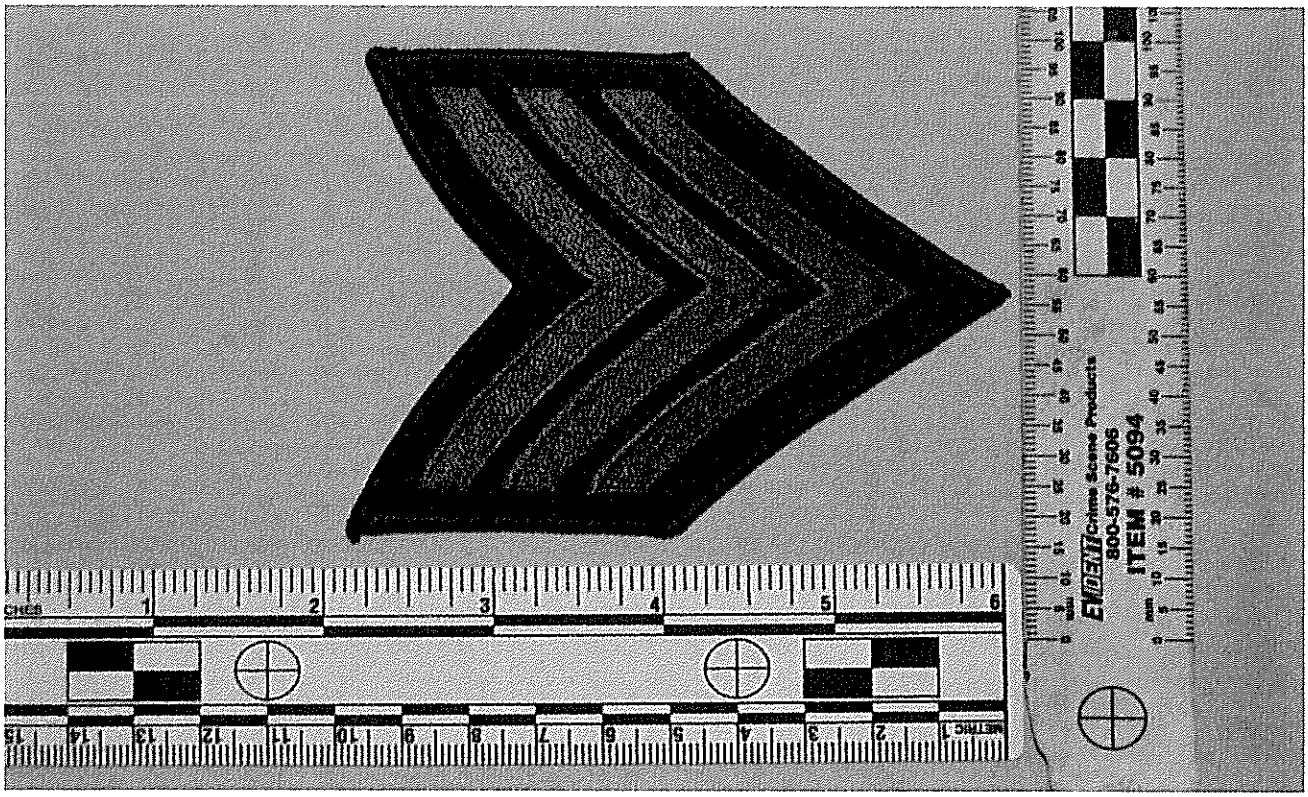
The Vendor should give information detailing their automated tracking system (if applicable). The system should allow order tracking status from point of order through delivery and should also be searchable for previous orders. The system should allow administrative approval and modification before the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

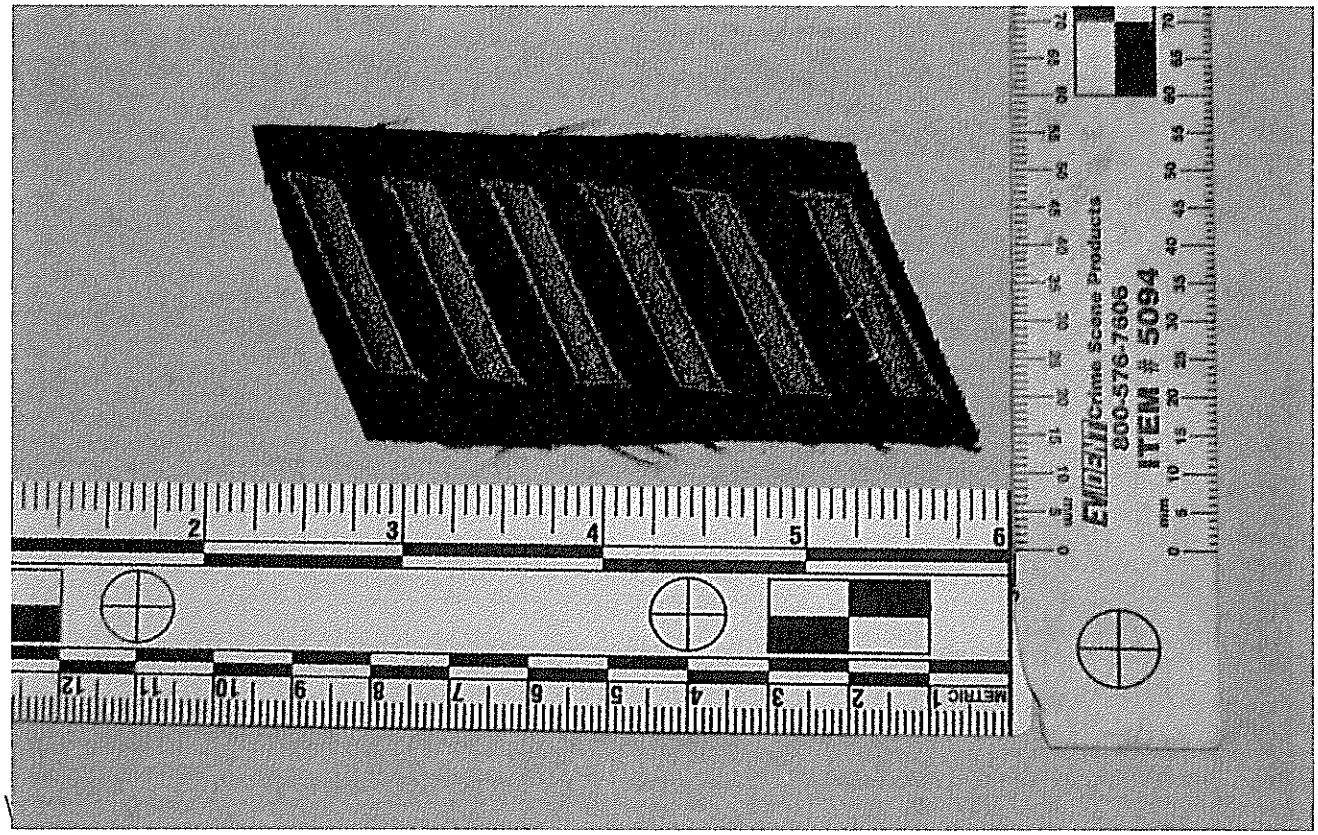
The Vendor should detail their process for handling and filling orders from start to finish. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

The City will look at alternates and consider alternates if they are equivalent to the requested item. Any item being substituted, the City is requesting a sample be submitted of the alternate only.

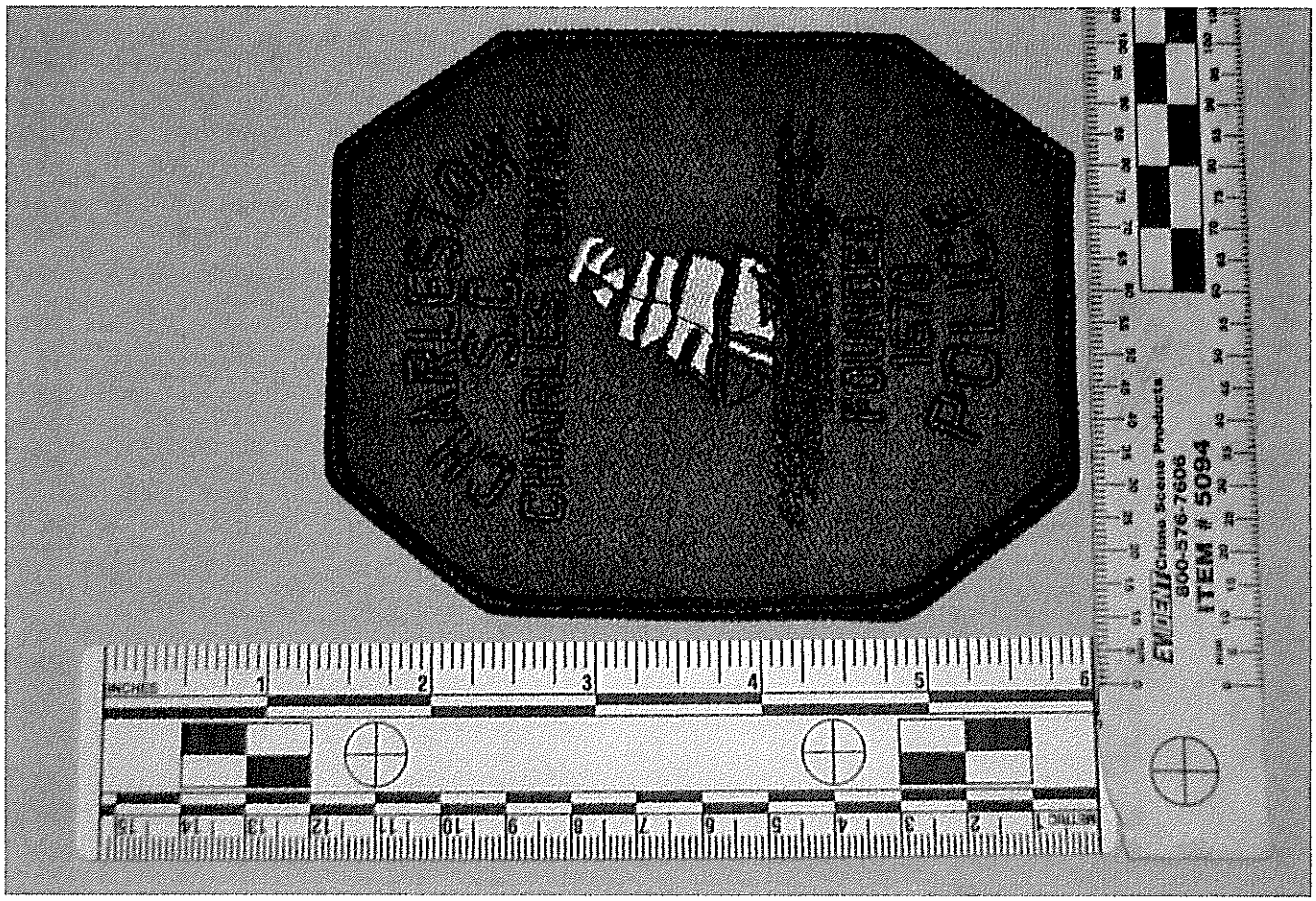
ATTACHMENT A
Patches

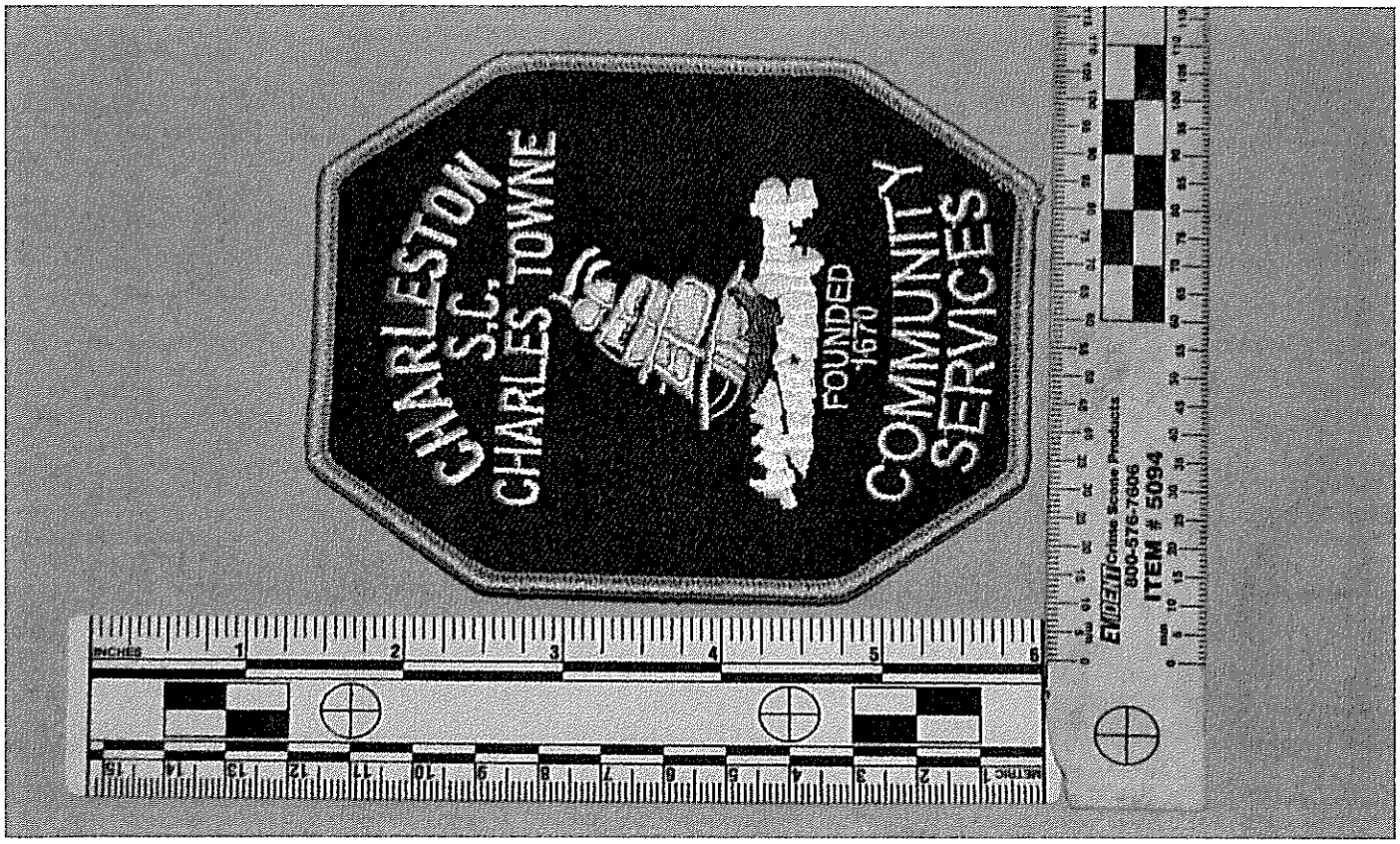
#15-P044R
Vendor: _____

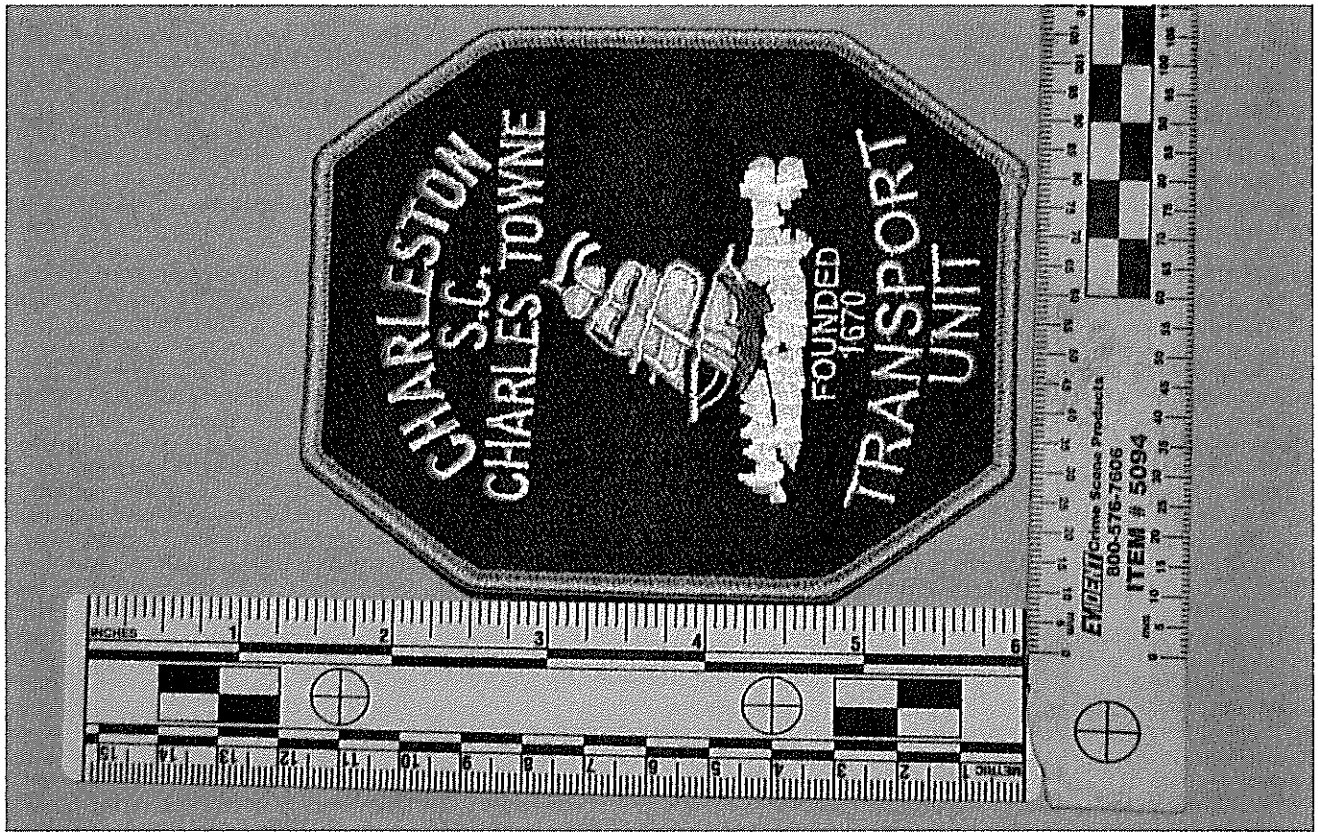


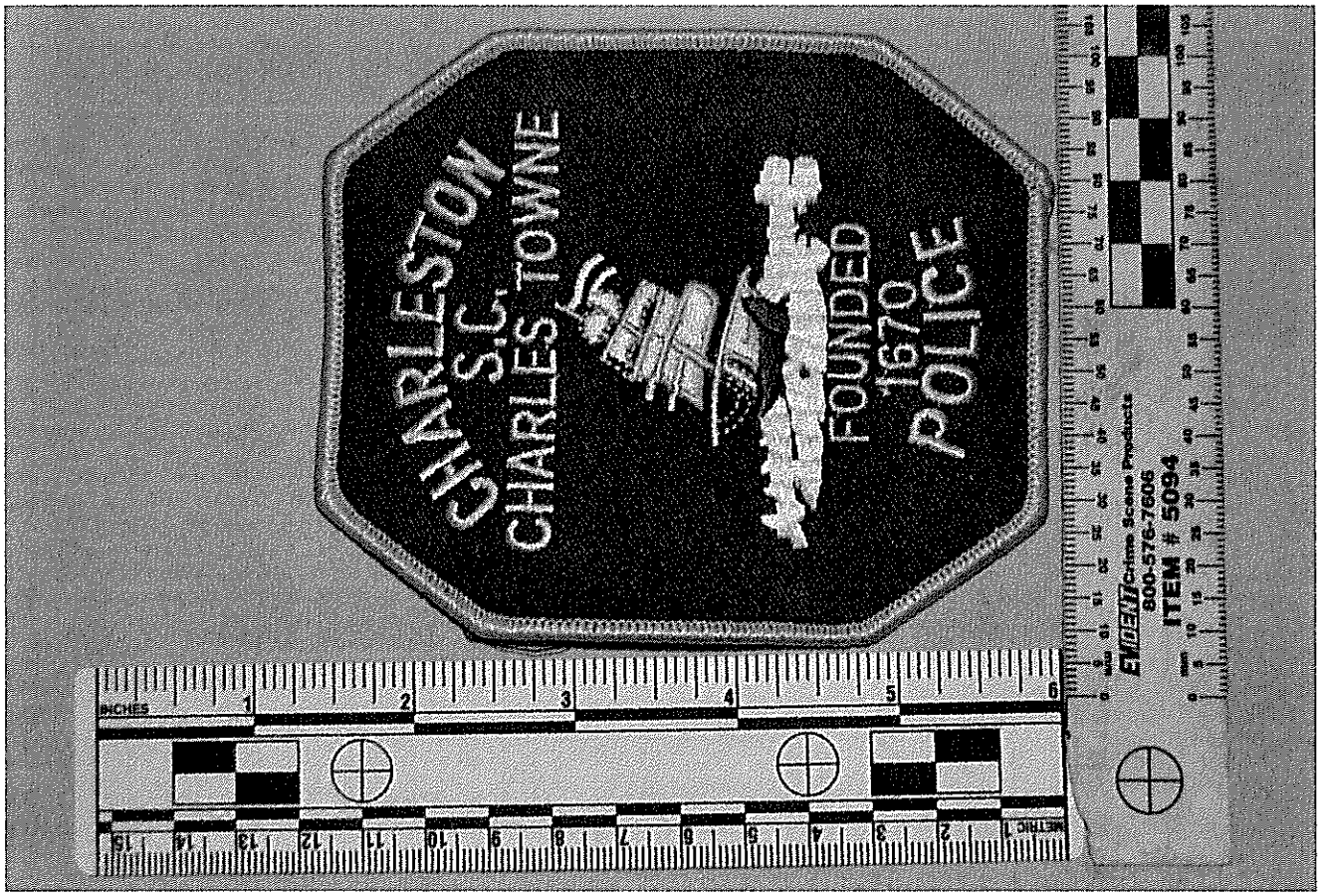

EVIDENT Crime Scene Products
800-576-7605
ITEM # 5094

CHARLESTON
CITY OF
POLICE
EVIDENT Crime Scene Products
800-576-7605
ITEM # 5094

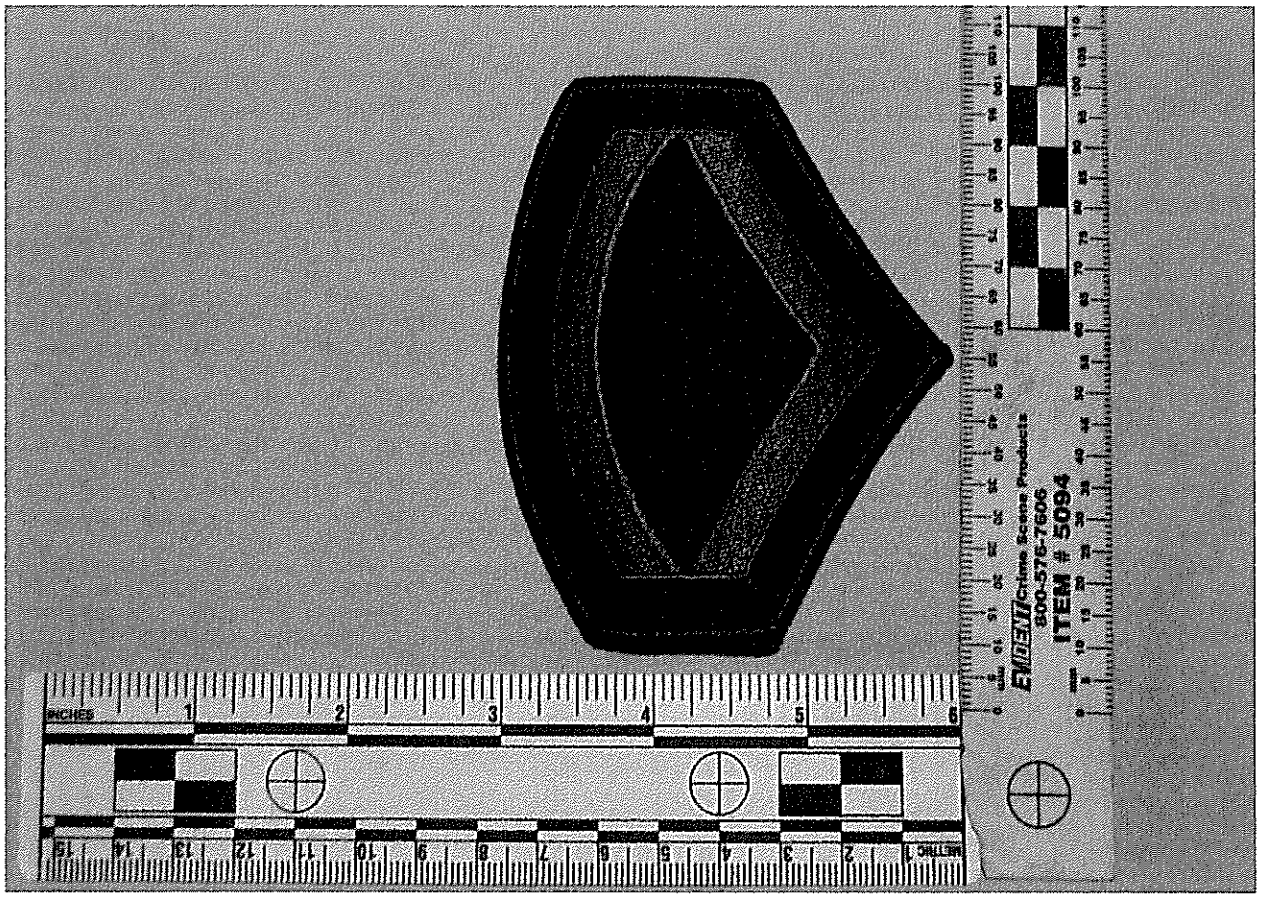

CHARLESTON
S.C.
CHARLES TOWNE
FOUNDED
1670
POLICE
EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094

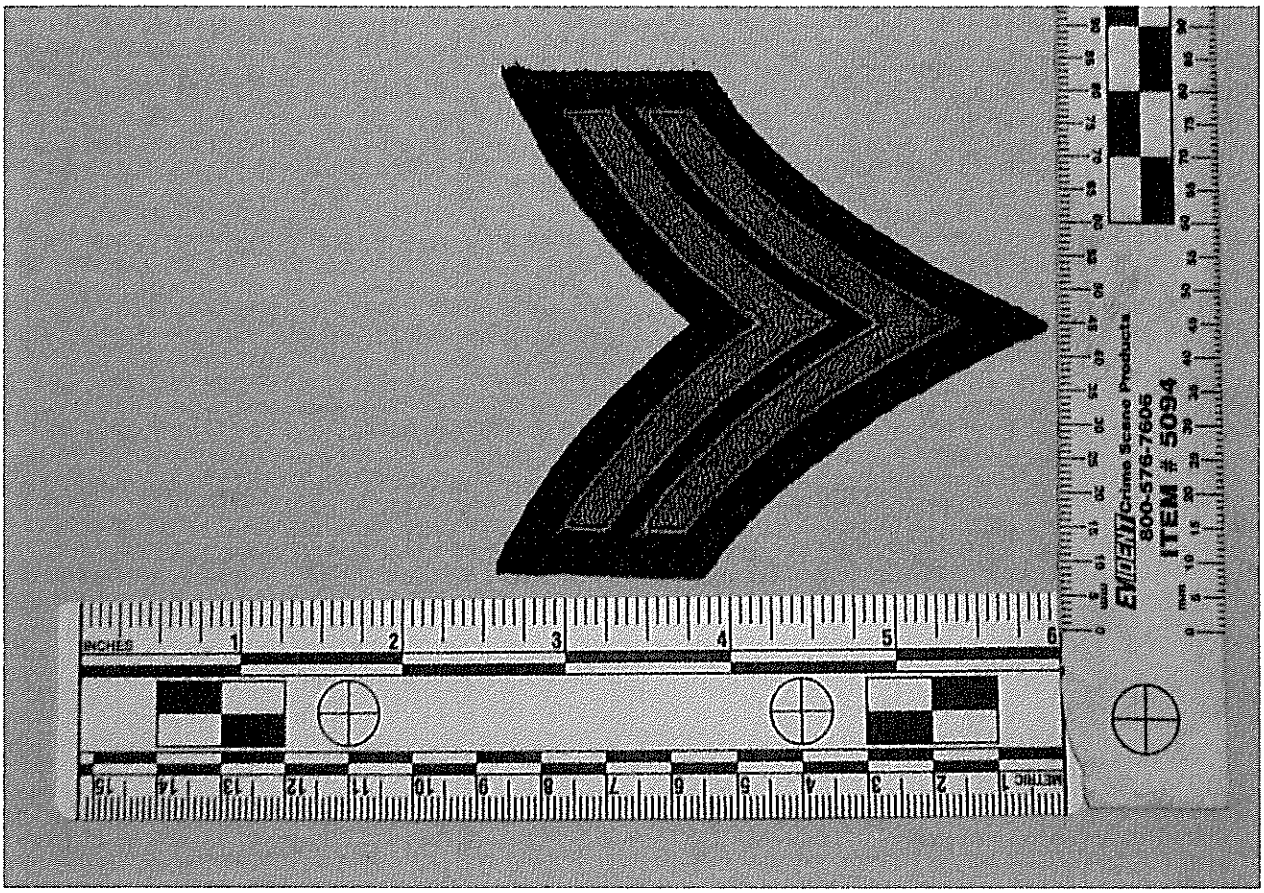

CHARLESTON
S.C.
CHARLES TOWNE
FOUNDED
1670
COMMUNITY
SERVICES
EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094

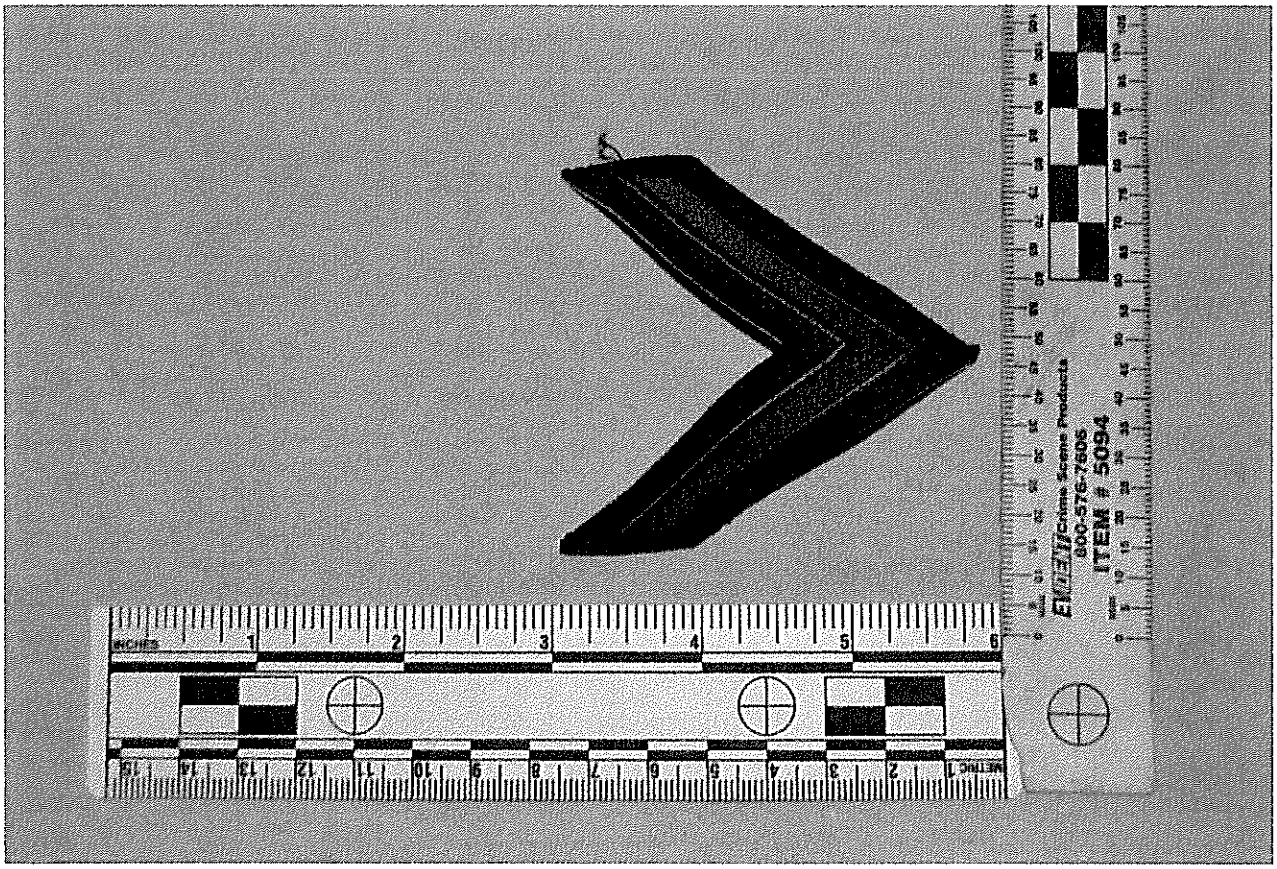

CHARLESTON
S.C.
CHARLES TOWNE
FOUNDED
1670
TRANSPORT
UNIT
INCHES
METRIC
EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094


CHARLESTON
S.C.
CHARLES TOWNE
FOUNDED
1670
POLICE
INCHES
METRIC
EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094

CHARLESTON POLICE CITY OF
INCHES
METRIC
EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094


INCHES
METRIC
EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094


EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094
INCHES
METRIC


EVIDENT Crime Scene Products
800-576-7606
ITEM # 5094
INCHES
METRIC

#15-P044R
Vendor: _____

ATTACHMENT B
Spec/Cost Sheet

Item #	Qty.	Product #	Manufacturer	Description	Color	Discount %	Unit Price	Total Price	Notes	Sub Possible
1	60	12310	5.11	8" EVO side zip	Black					Yes
2	60	12002	5.11	6" A.T.A.C. Boot	Black					Yes
3	60	12312	5.11	8" EVO side zip waterproof	Black					Yes
4	150	74273	5.11	Taclite Pro Pant (Men's)						Yes
5	150	64360	5.11	Taclite Pro Pant (Women's)						Yes
6	60	73308	5.11	Taclite Pro Short 11"						Yes
7	60	59409	5.11	Trainer Belt						Yes
8	60	59405	5.11	Operator Belt						Yes
9	60	59552	5.11	TDU Belt						Yes
10	60	59567	5.11	Double Duty TDU Belt						Yes
11	100	40126	5.11	Performance Winter Mock	Black					Yes
12	60	40016	5.11	Utili-T Crew 3 pack	White					Yes
13	60	40007	5.11	Loose Fit Crew Shirt	White					Yes
14	150	40005	5.11	Tight Crew Short Sleeve Shirt	White					Yes
15	90	72054	5.11	Taclite TDU Shirt - Long sleeve	Dark Navy					Yes
16	150	71339	5.11	Taclite TDU Shirt - Short sleeve	Dark Navy					Yes
17	30	71322	5.11	Bike Patrol Polo	High-Vis Yellow				Central Business District - screen POLICE on left chest 1" and back 4" silver	No
18	20	45801	5.11	Bike Patrol Jacket	High-Vis Yellow				reflective lettering - badge embroidered on left chest	No
19	30	45502	5.11	Bike Patrol Pants	Black					No
20	150	71175	5.11	Taclite Pro Shirt - Short Sleeve	Dark Navy				Harbor Patrol	No
21	90	72175	5.11	Taclite Pro Shirt - Long Sleeve	Dark Navy				Harbor Patrol	No
22	50	J3	Blackinton	Name bar	Gold				Command Staff dress uniform	Yes
23	40	N-3	C. W. Nielson	Badge	Rhodium					Yes
24	20	N-3	C. W. Nielson	Badge	Gold					Yes
25	10	N-55	C. W. Nielson	Hat Badge	Rhodium					Yes
26	10	N-55	C. W. Nielson	Hat Badge	Gold					Yes
27	60	1011U	Dutyman	Duty Belt - Plain finish	Black				Standard uniform	Yes
28	60	1611U	Dutyman	1 3/4" Belt - Plain finish	Black				Command Staff dress uniform	Yes
29	60	3011MN	Dutyman	Flashlight Holder - Plain finish	Black				Standard "D" cell flashlight strap with metal ring	Yes
30	60	9001	Dutyman	Belt Buckle	Silver				Standard uniform	Yes
31	60	9002	Dutyman	Belt Buckle	Brass				Command Staff standard uniform	Yes
32	150	32278	Fechheimer or equivalent	Men's Trousers	LAPD Navy				55% Polyester / 45% Wool - Command Staff dress uniform	Yes
33	60	34891	Fechheimer or Equivalent	Patrol Coat	LAPD Navy				55/45 Dacron Polyester/Wool, Serge - Command Staff dress uniform	Yes
34	60	59130WP	Fechheimer or equivalent	Winter Coat	LAPD Navy				Standard uniform - must attach accessory loop for body cam	Yes
35	150	3900	Fechheimer or equivalent	Men's Trousers	LAPD Navy				100% Performance Poly - Standard uniform	Yes
36	150	3900W	Fechheimer or equivalent	Women's Trousers	LAPD Navy				100% Performance Poly - Standard uniform	Yes
37	150	47300	Fechheimer or equivalent	Men's Trousers	LAPD Navy				K-9 / CDU	Yes
38	90	127R7886Z	Flying Cross or equivalent	Long Sleeve - Ladies	LAPD Navy				100% Polyester - must attach accessory loop for body cam	Yes
39	150	177R7886Z	Flying Cross or equivalent	Short Sleeve Shirt	LAPD Navy				100% Polyester - must attach accessory loop for body cam	Yes
40	90	35R5886	Flying Cross or equivalent	Long Sleeve Shirt	White				65/35 blend - Honor Guard dress uniform	Yes
41	90	35W5400	Flying Cross or equivalent	Long Sleeve Shirt	White				65/35 blend - Honor Guard dress uniform	Yes
42	90	35W7886Z	Flying Cross or equivalent	Long Sleeve Shirt	LAPD Navy				100% Polyester - must attach accessory loop for body cam	Yes
43	90	35W5435	Flying Cross or equivalent	Long Sleeve Shirt	Marine Blue				65/35 blend - Transport	Yes
44	150	85R5400	Flying Cross or equivalent	Short Sleeve Shirt	White				65/35 blend - Honor Guard dress uniform	Yes
45	150	85R5886	Flying Cross or equivalent	Short Sleeve Shirt	LAPD Navy				65/35 blend - CDU / K-9 - must attach accessory loop for body cam	Yes
46	150	85R7845Z	Flying Cross or equivalent	Short Sleeve Shirt	French Blue				100% Polyester - Explorer Post	Yes
47	150	87R7886Z	Flying Cross or equivalent	Short Sleeve Shirt	LAPD Navy				100% Polyester - must attach accessory loop for body cam	Yes
48	150	85R5435	Flying Cross or equivalent	Short Sleeve Shirt	Marine Blue				65/35 blend - Transport	Yes
49	90	35W5886	Flying Cross or equivalent	Long Sleeve Shirt	LAPD Navy				65/35 blend - CDU / K-9 - must attach accessory loop for body cam	Yes
50	120		GIM	CPD Breast badge - embroidery						No
51	120		GIM	CPD Ship Logo - Embroidery						No
52	60	600	Hookfast	Name Plate w/7793 emblem	Silver/Brass				Standard uniform w/ engraving	No
53	10	10458	Hookfast	Name Plate attachment	Silver				Specialty bar w/ engraving	No
54	40	121-CPD-W	Midway Cap Company	Patrol Dress Hat	LAPD Navy				Standard uniform	No
55	10	P700	Premier Emblem	Rank Insignia	Silver				SPO, MPO, Corporal, Sergeant	Yes

56	10	P924	Premier Emblem	Rank Insignia	Silver/Gold				Command Staff	Yes
57	10	38311	Premier Emblem	Collar Insignia	Silver				Collar Insignia (CPD)	Yes
58	12	F5459-21	Propper	ACU Coat	ACU				SWAT	Yes
59	12	F5209-21	Propper	ACU Trouser	ACU				SWAT	Yes
60	8	F5115-46	Propper	CWU 27/P Nomex Flight Suit	OD Green				SWAT	Yes
61	150	F5252-50	Propper	Lightweight Tactical Pant	LAPD Navy				Harbor	Yes
62	90	F5253-50	Propper	Lightweight Tactical Short	LAPD Navy				Harbor	Yes
63	150	F5311	Propper	Lightweight Tactical Shirt S/S	LAPD Navy				Harbor - must attach accessory loop for body cam	Yes
64	90	F5312	Propper	Lightweight Tactical Shirt L/S	LAPD Navy				Harbor - must attach accessory loop for body cam	Yes
65	150	F5201-55	Propper	BDU Trouser 100% Cotton	Olive				EDU	Yes
66	60	F5454-55	Propper	BDU Coat 4 pocket 100% Cotton	Olive				EDU	Yes
67	150	PT10TN	Red Kap	Men's Trousers	Khaki				SCCJA	Yes
68	90	SP50LT	Red Kap	Men's Long Sleeve Shirt	Khaki				SCCJA	Yes
69	150	SP60LT	Red Kap	Men's Short Sleeve Shirt	Khaki				SCCJA	Yes
70	60	8875	Reebok	8" Side Zip Tactical Boots	Black					Yes
71	60	8877	Reebok	8" Side Zip Tactical Boots Waterproof	Black					Yes
72	60	2049	Rocky	Boots	Black					Yes
73	60	2149	Rocky	Boots	Black					Yes
74	60	S175S	Spiewak	Rain Pants	Navy					Yes
75	60	S315V	Spiewak	Rain Jacket	Navy				Must attach accessory loop for body cam	Yes
76	10	8776-1	Uncle Mike's	Duty Belt Velcro - Small	Black				Special Units	Yes
77	10	8777-1	Uncle Mike's	Duty Belt Velcro - Medium	Black				Special Units	Yes
78	10	8778-1	Uncle Mike's	Duty Belt Velcro - Large	Black				Special Units	Yes
79	10	8779-1	Uncle Mike's	Duty Belt Velcro - XL	Black				Special Units	Yes
80	10	8779-2	Uncle Mike's	Duty Belt Velcro - XXL	Black				Special Units	Yes
81	10	8781-1	Uncle Mike's	Inner Duty Belt - Small	Black				Standard uniform	Yes
82	10	8782-1	Uncle Mike's	Inner Duty Belt - Medium	Black				Standard uniform	Yes
83	10	8783-1	Uncle Mike's	Inner Duty Belt - Large	Black				Standard uniform	Yes
84	10	8784-1	Uncle Mike's	Inner Duty Belt - XL	Black				Standard uniform	Yes
85	10	8784-2	Uncle Mike's	Inner Duty Belt - XXL	Black				Standard uniform	Yes
86	10	8818-6	Uncle Mike's	Light Case	Black				Special Units (for Streamlight Strion HL)	Yes
87	10	8836-7	Uncle Mike's	Double Magazine Case	Black				Special Units	Yes
88	10	8865-2	Uncle Mike's	Nylon Belt Keepers 2 1/4"	Black				Special Units	Yes
89	10	8877-1	Uncle Mike's	Aerosol Case	Black				Special Units	Yes
90	10	8878-1	Uncle Mike's	Duty Cuff Case	Black				Special Units	Yes
91	10	8880-2	Uncle Mike's	Radio Case	Black				Special Units	Yes
92	20	8882-1	Uncle Mike's	Baton Holder - Nylon	Black				Special Units	Yes
93	20	8896-1	Uncle Mike's	Nylon Glove Pouch	Black				Special Units	Yes
94	100	1244393	Under Armour	Tactical ColdGear Mock Turtleneck	Black				Male	No
95	100	1244396	Under Armour	Tactical ColdGear Mock Turtleneck	Black				Female	No
96	100	1005684	Under Armour	Poly T-shirt	White					No
97	100	1234237	Under Armour	Cotton T-shirt	White					No
98	100	1216007	Under Armour	Compression T-shirt	White					No
99	40	90010	Uniform Cravats	Polyester 3" Clip-on Tie w/Buttonholes	Black				Standard uniform	Yes
100	10	90078	Uniform Cravats	Polyester 3" necktie w/Buttonholes	Black				Command Staff dress uniform	Yes
101	50	002NVSL	UNT	Emblem Nametape	Silver				Special Units	No
102	20	7162500	Vanguard	Insignia	Gold/Silver				Rank insignia	No
103	6	8466700	Vanguard	Shoulder Boards	Gold				Command Staff dress uniform rank insignia	No
104	20	VTX-4000	Vertx	Coldblack S/S shirt					Polo shirt - embroidered with ship logo and assignment	Yes
105	20	VTX-4010	Vertx	Coldblack S/S shirt women's					Polo shirt - embroidered with ship logo and assignment	Yes
106	20	VTX-4020	Vertx	Coldblack L/S shirt					Polo shirt - embroidered with ship logo and assignment	Yes
107	20	VTX-4030	Vertx	Coldblack L/S shirt women's					Polo shirt - embroidered with ship logo and assignment	Yes
108	20	VTX-8000	Vertx	Phantom LT pants						Yes
109	20	VTX-8030	Vertx	Phantom LT shorts						Yes
110	20	VTX-8050	Vertx	Phantom LT pants women's						Yes
111	20	VTX-8600	Vertx	Phantom OPS pants						Yes

112	20	VTX-8620	Vertx	Phantom OPS pants						Yes
113	10	531-6303	Thorogood	Poromeric	Black					Yes
114	10	831-6031	Thorogood	Poromeric	Black					Yes
115	10	834-6027	Thorogood	Poromeric	Black					Yes
116	60	834-6087	Thorogood	Boots	Black					Yes
117	60	834-6091	Thorogood	Commando Side Zip	Black					Yes
118	60	834-6290	Thorogood	Boots	Black					Yes
							Sub-Total	0		
							Shipping			
							8.5% Tax			
							Total	0		

Shoulder patch (standard blue)	Police
	Community Services
	Transport Unit
	OD Green (SWAT / EDU)
	SWAT attached with velcro
Braid on pants leg seam	Blue
	Dark Blue
	Black
	Silver (Honor Guard)
Braid on Command Staff Dress Jacket	Gold (specific pattern to coincide with rank structure)
Embroidered Name Tape over right hand chest pocket	K9 / CDU
Name patches	SWAT attached with velcro

Vendor's Checklist

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

City of Charleston

Procurement Division

75 Calhoun Street, Suite 3500
Charleston, SC 29401

Addendum #1 Questions & Answers

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

Date: December 30, 2015
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #15-P044R –Police Uniform Supplies

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 That information can be found in the solicitation document.

Q-2 Soft copy of the Tender Document through email?

A-2 The solicitation and related documents can be found on our website, www.charleston-sc.gov.

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

A-3 Any vendor that meets the qualifications, has the ability to submit a proposal.

Q-4 Information about the Tendering Procedure and Guidelines?

A-4 All information needed on the requirements of submitting a proposal for this solicitation can be found in the solicitation document.

Q-5 Estimated budget for this purchase?

A-5 That information is not available.

Q-6 Any extension of Bidding Deadlines?

A-6 Not at this time.

Q-7 Any Addendum or Pre-Bid Meeting Minutes?

A-7 This is the 3rd Addenda and there are no Pre-Bid Meeting Minutes.

Q-8 I don't see any quantities listed. Can you tell me where to find them?

A-8 The quantities are listed on Attachment B – Uniform Specifications.

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

Name of Company	Date
Authorized Representative	Title

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

EXHIBIT D

City of Charleston

Police Uniform Supplies

15-P044R

January 12, 2016

12:00 PM

Galls, LLC

1340 Russell Cave Road

Lexington KY 40505

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

Proposal Number: 15-P044R	**Proposals will be received until:** January 12, 2016 @ 12:00pm
Proposal Title: Police Uniform Supplies	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson
Vendor Name: G9115, LLC	**FEIN/SS#:** 20-3545989
Vendor Address: 1340 Russell Cave Road	
City – State – Zip: Lexington KY 40505	
Telephone Number: 800-870-4242x2421	**Fax Number:** 877-914-2557
Minority or Women Owned Business: Are you a certified Minority or Women-Owned business in the State of South Carolina? ☐ Yes ☑ No If so, please provide a copy of your certificate with your response	
Authorized Signature: [signature]	**Title:** CFO
Date: 1/9/16	

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 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 **1:00 p.m. on December 29, 2015.** Questions may either be faxed to 843-720-3872 or emailed to Robin B. Robinson @ robinsonr@charleston-sc.gov.

INSTRUCTIONS TO OFFERORS

1. Number of Submittals required is stated in the General Information section of this Solicitation. Proposals must be mailed or hand-delivered. **Responses received by fax or other electronic means (email, CD, etc.) will be rejected. Proposals must be submitted in a sealed envelope and must be addressed to the City of Charleston Procurement Division, 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 Offeror if such is to the advantage of the City. Therefore, any one proposal submitted by more than one company shall be deemed to be a proposal for a joint venture between or among the companies so submitting proposals unless the proposal clearly and unequivocally describes that only one firm proposes to act as principal and the other firm(s) contractual position is clearly defined. The companies submitting as a joint venture shall be held jointly and severally responsible for the entire project and shall not be permitted to limit their liability to the City.

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

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

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

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

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

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

17. OFFEROR REPRESENTATIONS

Each Offeror by submitting a Proposal represents that:

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

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

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

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

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

18. COMPETITIVE PROCUREMENT

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

19. ADDENDA/CHANGES

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

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

20. EVALUATION PROCESS

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

21. AWARD OF CONTRACT

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

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

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

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

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

22. CONTRACT ADMINISTRATION

Questions or problems arising after award of this contract shall be directed to the Contracts Coordinator by calling (843) 965-4184. Copies of all correspondence concerning this contract shall be sent to the Contracts' Coordinator, 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. SUBCONTRACTORS

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

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

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

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

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

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

33. SUSPENSION OF WORK

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

34. TERMINATION

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

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

35. MATERIAL AND WORKMANSHIP; WARRANTIES AND REPRESENTATIONS

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

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

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

36. COMPLIANCE WITH LEGAL REQUIREMENTS

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

37. PERMITS AND LICENSES

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

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

38. GOVERNING/CONTROLLING LAW

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

39. STATE AND LOCAL TAXES

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

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

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

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

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

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

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

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

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

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

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

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

46. RECORDS RETENTION & RIGHT TO AUDIT

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

47. COST

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

48. UNSUCCESSFUL OFFERORS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. General Liability and Automobile Liability Coverages

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

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

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

2. Workers' Compensation

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

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

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

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

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

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

Required certificates should be mailed to:

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

N/A

NO PROPOSAL RESPONSE FORM

Proposal Number: 15-P044R	**Proposals will be received until:** January 12, 2016 @ 12:00pm
Proposal Title: Police Uniform Supplies	
Mailing Date: December 10, 2015	**Direct Inquiries to:** Robin B. Robinson
Vendor Name:	**FEIN/SS#:**
Vendor Address:	
City – State – Zip:	
Telephone Number:	**Fax Number:**
Minority or Women Owned Business: 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-P044R	Proposals will be received until: January 12, 2016 @ 12:00pm
Proposal Title: Police Uniform Supplies	
Mailing Date: December 10, 2015	Direct Inquiries to: Robin B. Robinson

CERTIFICATE OF FAMILIARITY

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

Galls, LLC Company Name As registered with the IRS	Authorized Signature
1340 Russell Cave Road Correspondence Address	Anthony Estep Printed Name
Lexington KY 40505 City, State, Zip	Managed Account Rep Title
Estep-Anthony@galls.com Email	800-870-4242 x 2421 Telephone Number/Toll Free Also (If Available)
24290 Network Place Remittance Address	877-914-2557 Fax Number
Chicago IL 60673-1224 City, State, Zip	1/10/16 Date
20-3545989 Federal Tax ID (FEIN)/SS Number	N/A SC Sales Tax Number

Minority or Women-Owned Business:

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

☐ Yes ☑ No

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

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by 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: Galls, LLC

[signature] 1/6/16

Signature Date

Anthony Estep, Managed Account Rep Stephanie C. Sullivan

Print Name/Title Witness

N/A

AFFIDAVIT A

Page 1 of 2

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

Affidavit of _____

(Name of Bidder)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature:_____

Title: _____

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___.
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 Galls, LLC
(Name of Bidder)

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

Charleston PD Uniform Supplies contract.
(Name of Project)

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

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

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

Date: 1/10/16 Name of Authorized Officer (Print/Type): Mike Andrews

Signature:

Title: Chief Financial Officer

Sworn to before me this 10th day of January, 2016
Notary Public for the State of Kentucky
My Commission Expires: 5/22/18
Print Name: Stephanie Sullivan
Phone Number: 800-870-4242
Address: 1340 Russell Cave Road
Lexington KY 40505

Notary Seal:

Stephanie C. Sullivan

GENERAL INFORMATION

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

The City will look at alternates and consider alternates if they are equivalent to the requested item. Any item being substituted, the City is requesting a sample be submitted of the alternate only.

PROCUREMENT PROCESS

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

QUESTIONS

Every effort has been made to insure that all information needed by the Offeror is included herein; however, questions are allowed and encouraged to clear up any information as described herein, etc. The City will not accept telephone calls or visits regarding this RFP. **All questions shall be in writing and addressed to: Robin Barrett-Robinson, City of Charleston, Procurement Division, 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 December 29, 2015.*** No interpretation shall be binding upon the City unless in writing from the City's Corporate Counsel.

ORAL STATEMENTS

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

NON-ENDORSEMENT

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

PROPRIETARY INFORMATION

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

UNAUTHORIZED COMMUNICATIONS

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

CONTRACTOR SOLELY RESPONSIBLE FOR PERFORMANCE

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

CONTRACT NEGOTIATIONS

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

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

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

PROPOSAL PREPARATION

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

RECEIPT OF PROPOSALS

Proposals must be submitted to and received by the City no later than the date and time specified within this RFP. Offerors mailing proposals should allow a sufficient mail delivery period to insure timely receipt *January 12, 2016 @ 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 six (6) Bound Copies of the Proposal are required for submission, plus one (1) electronic (Flash Drive or CD) copy.** Only original documents will be accepted; faxed or electronically mailed versions will not be accepted. The Vendor must mark on the envelope or wrapping containing the proposal, the RFP identification number specified in the RFP and note **"Original"** on the original proposal.

RESPONSE FORMAT AND ORGANIZATION

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

COMPLETION OF REPONSES

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

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

PROPOSAL FORMAT

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

a) All proposals should be clearly marked **"15-P044R – Police Uniform Supplies"**
b) All proposals must be submitted in a sealed envelope. All pricing information should be clearly marked **"Cost Proposal"**. The pricing envelope should be placed with the proposals in one envelope marked **"15-P044R – Police Uniform Supplies"**
c) **Proposals must be submitted by mail or hand delivered to Robin Barrett-Robinson, Senior Buyer, City of Charleston, Procurement Division, 75 Calhoun Street, Suite 3500, Charleston, SC 29401, ATTN: 15-P044R.**
d) Proposals **must be received** in the City's Procurement Office **no later than 12:00pm on January 12, 2016. Late proposals will not be accepted.**
e) No more than one proposal may be submitted by any Vendor.
f) The proposal must be signed by an official authorized to contractually bind the Vendor.
g) All forms from this RFP requiring signature must be included in the proposal.

DISQUALIFICATION OF OFFERORS

Offerors may be disqualified for any of the following reasons:

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

PROPOSAL EVALUATION PROCESS

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

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

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

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

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

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

PROPOSAL EVALUATION CRITERIA FACTORS

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

Criteria Factors

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

- Ability to provide items specified in RFP/company history and stability
- Summary of experience, qualifications and past performance of the individuals to provide the services and function as primary resources on contract
- Minimum of three similarly sized clients/references for whom similar services have been provided in the last three years including agency name, address, telephone number, contact person and date of service provided
- Provide evidence of work product, ability to meet schedules, cooperation and responsiveness.
- Cost

References

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

Name: Spartanburg Police Department
Address: 145 W. Broad Street Spartanburg SC 29306
Phone/Fax: 864-596-2238 - Natasha Pitts
Email: npitts@cityofspartanburg.com

Name: Rock Hill Police Department
Address: 120 E. Black Street Rock Hill SC 29730
Phone/Fax: 803-326-3746 - Lee McKellar
Email: lee.mckellar@cityofrockhill.com

Name: St. John's Fire District
Address: 1140 Main Road Johns Island SC 29455
Phone/Fax: 843-559-9194 - Heather Bouthiller
Email: h.bouthiller@stjfd.com

Name: Atlanta PD
Address: 3493 Donald Lee Hollowell Pkwy. NW
Atlanta GA 30331
Phone/Fax: 404-805-5887 - Elizabeth Spillane
Email: espillane@atlantaga.gov

Name: Horry County Fire Rescue
Address: 2560 N. Main Street Conway SC 29526
Phone/Fax: 843-915-5190 - Michael Creech
Email: creechm@horrycounty.org

SCOPE OF WORK AND SPECIFICATIONS

This solicitation is to select a Vendor that can provide the various uniform supplies the City will need to purchase for the Charleston Police Department (SWAT, EOD, K-9, Bike, Underwater, etc.). It will cover the actual items as well as sewing and repair service of the garments.

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

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

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

When the Vendor is contracted to provide embroidery or engraving work, the Vendor will provide a true and accurate completion date. If the quoted date does not meet the operational needs of the City, the City has the right to seek embroidery services from an alternate vendor that can meet the operational deadline.

The Vendor is to inspect and be sure they are providing quality and accuracy of every embroidery or engraved product prior to release to the City.

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

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

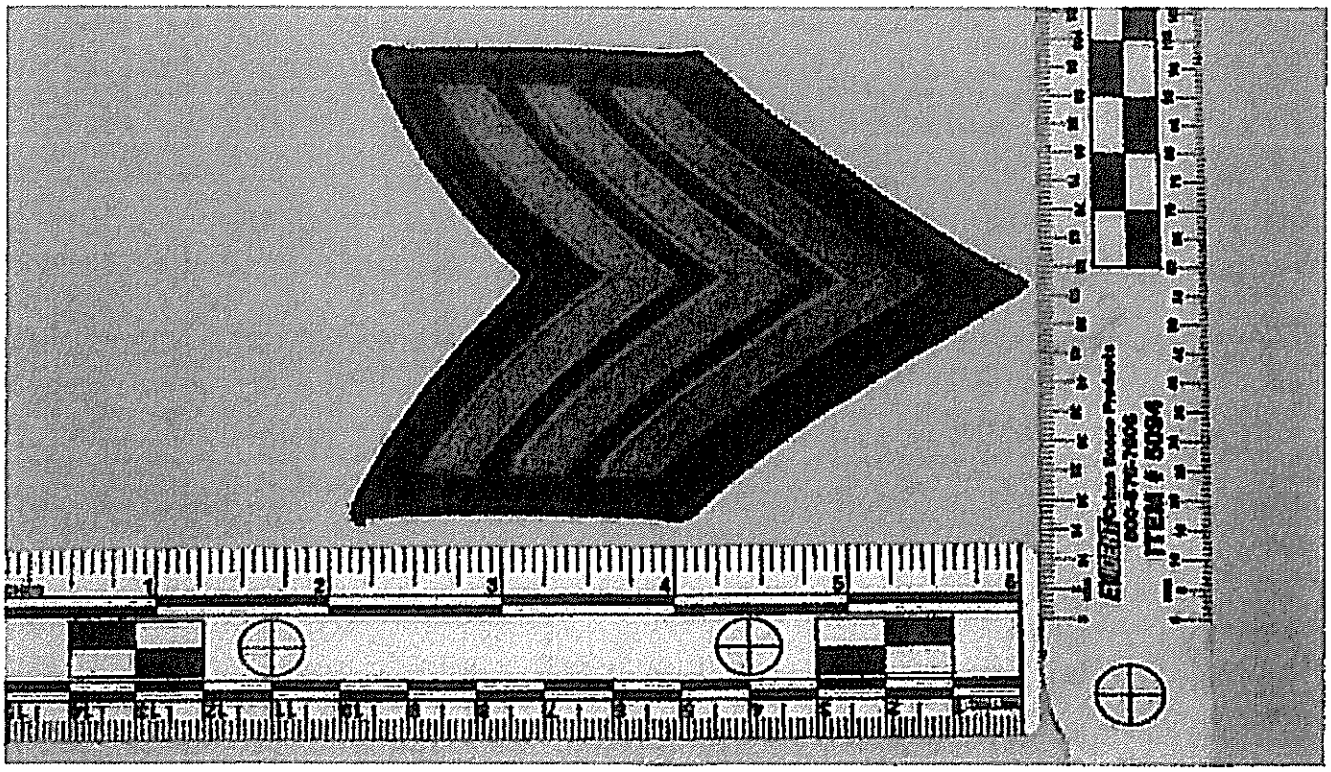
The Vendor should give information detailing their automated tracking system (if applicable). The system should allow order tracking status from point of order through delivery and should also be searchable for previous orders. The system should allow administrative approval and modification before the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

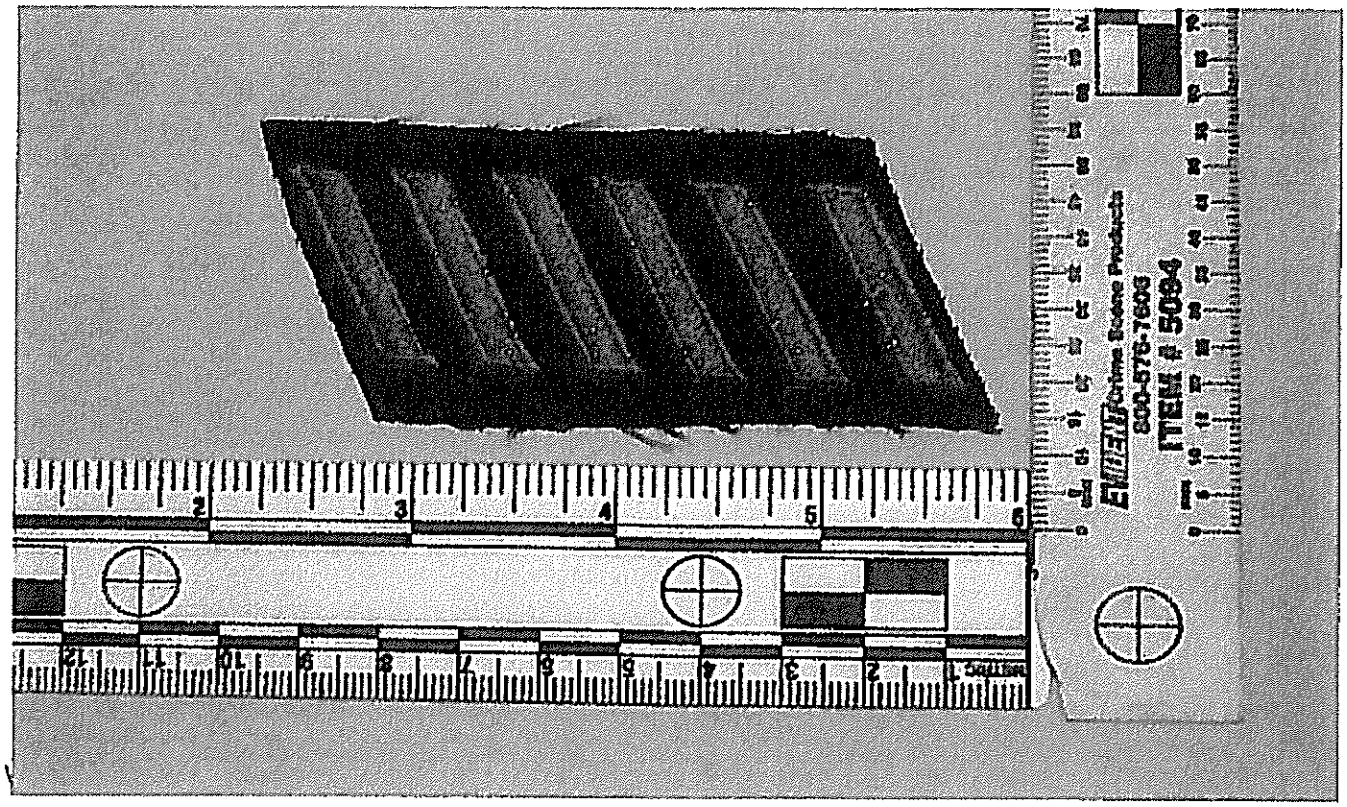
The Vendor should detail their process for handling and filling orders from start to finish. In the details, provide information on quality control and verifications to ensure accuracy of order before delivery.

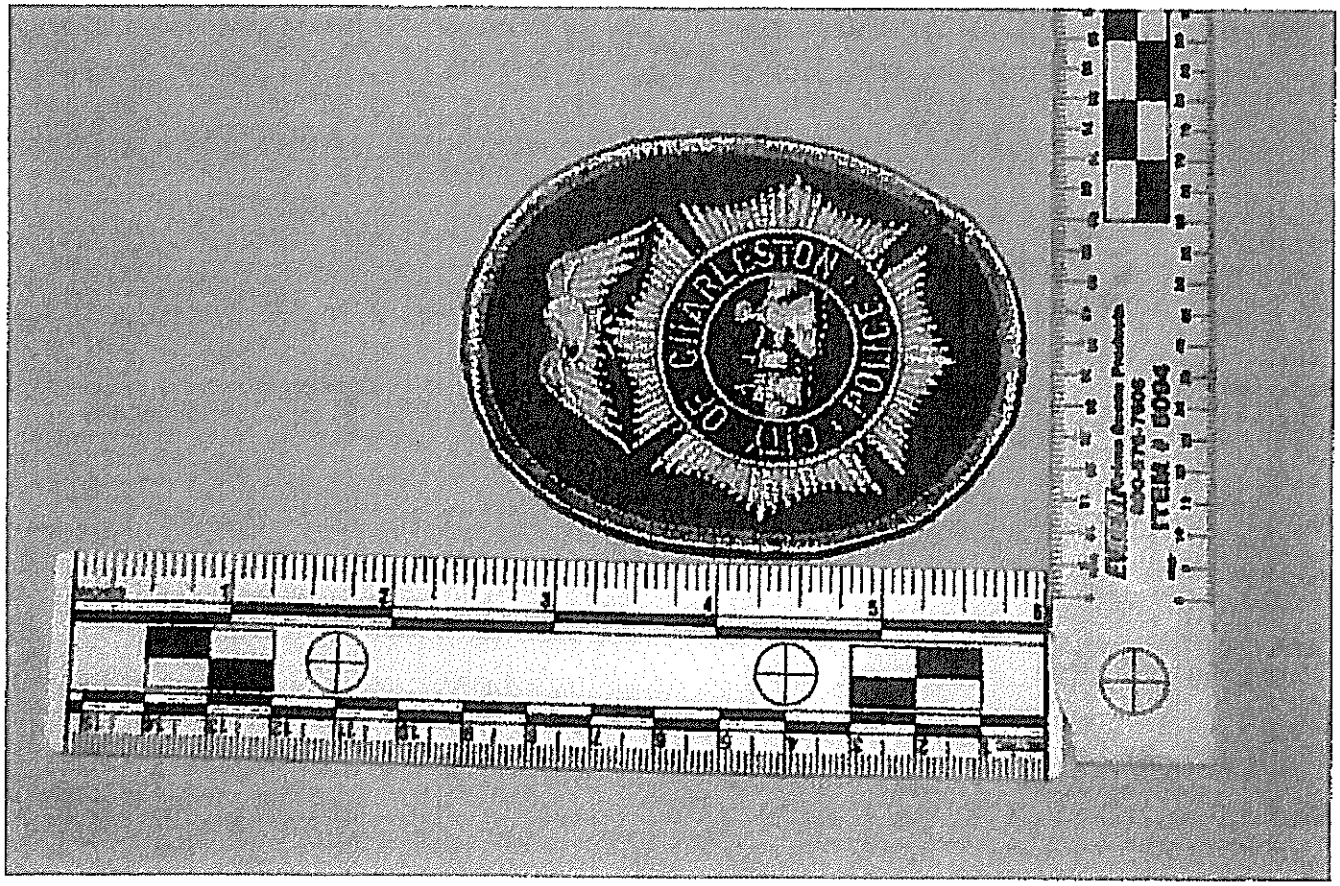
The City will look at alternates and consider alternates if they are equivalent to the requested item. Any item being substituted, the City is requesting a sample be submitted of the alternate only.

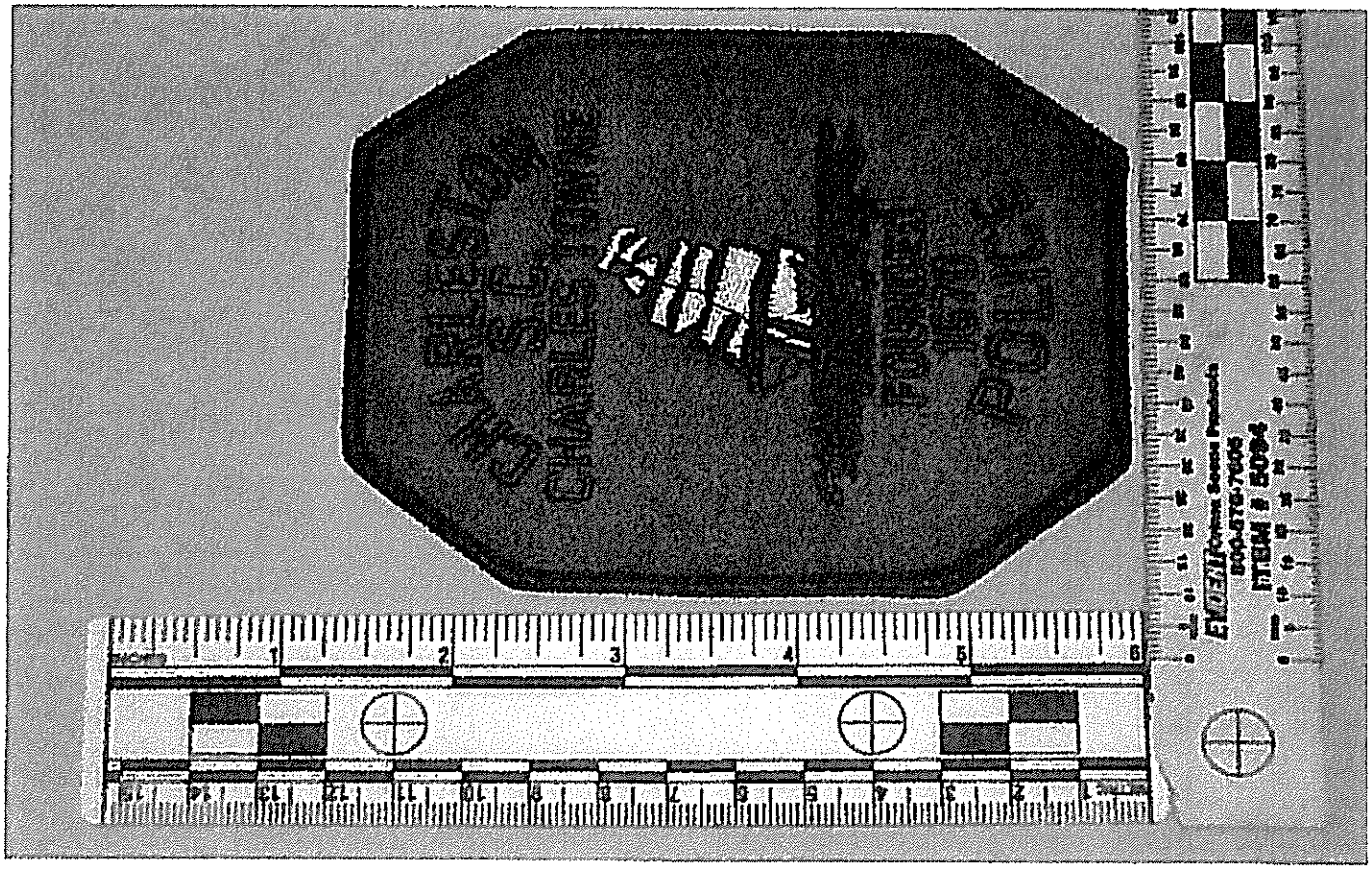
#15-P044R
Vendor: Galls, LLC

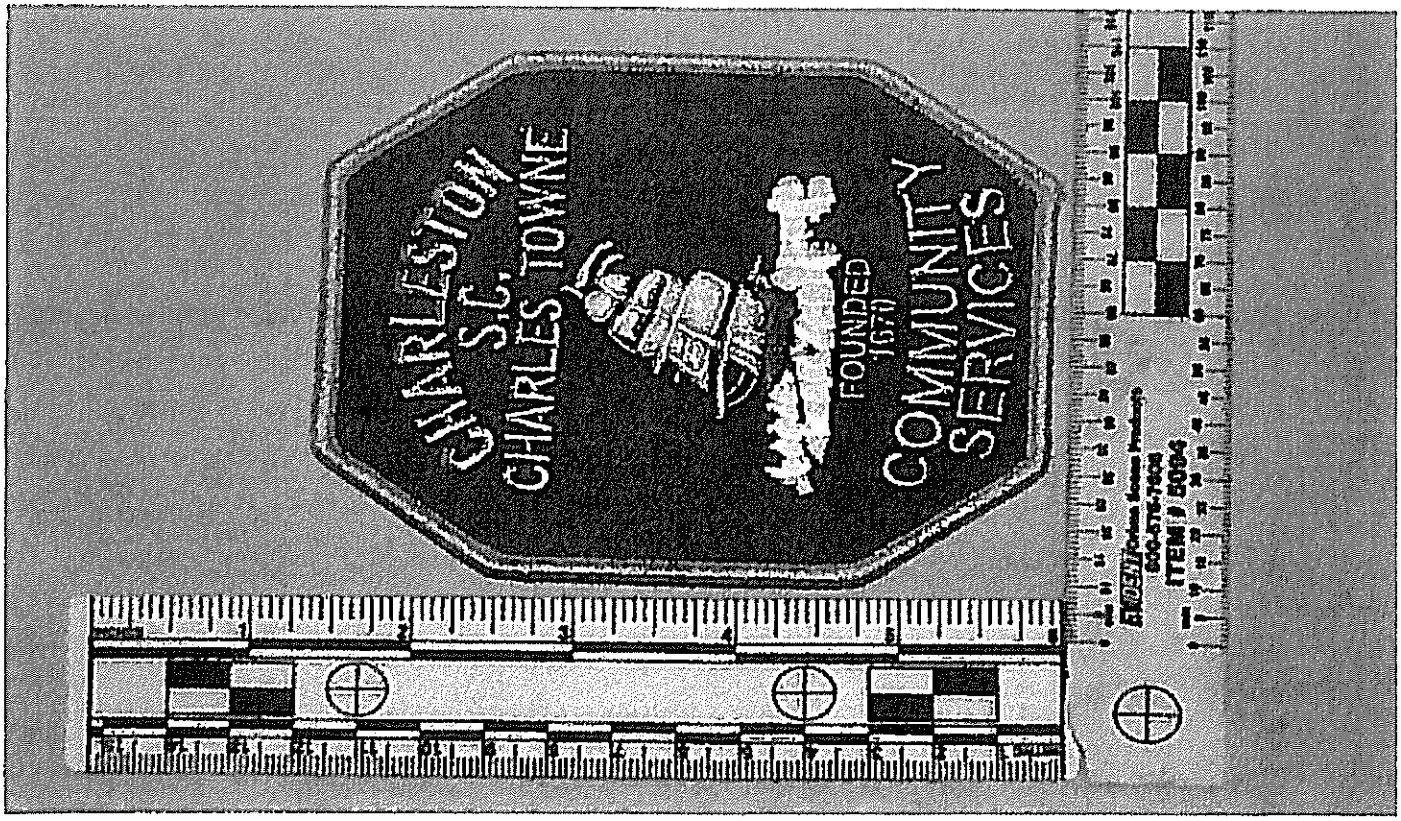
ATTACHMENT A
Patches

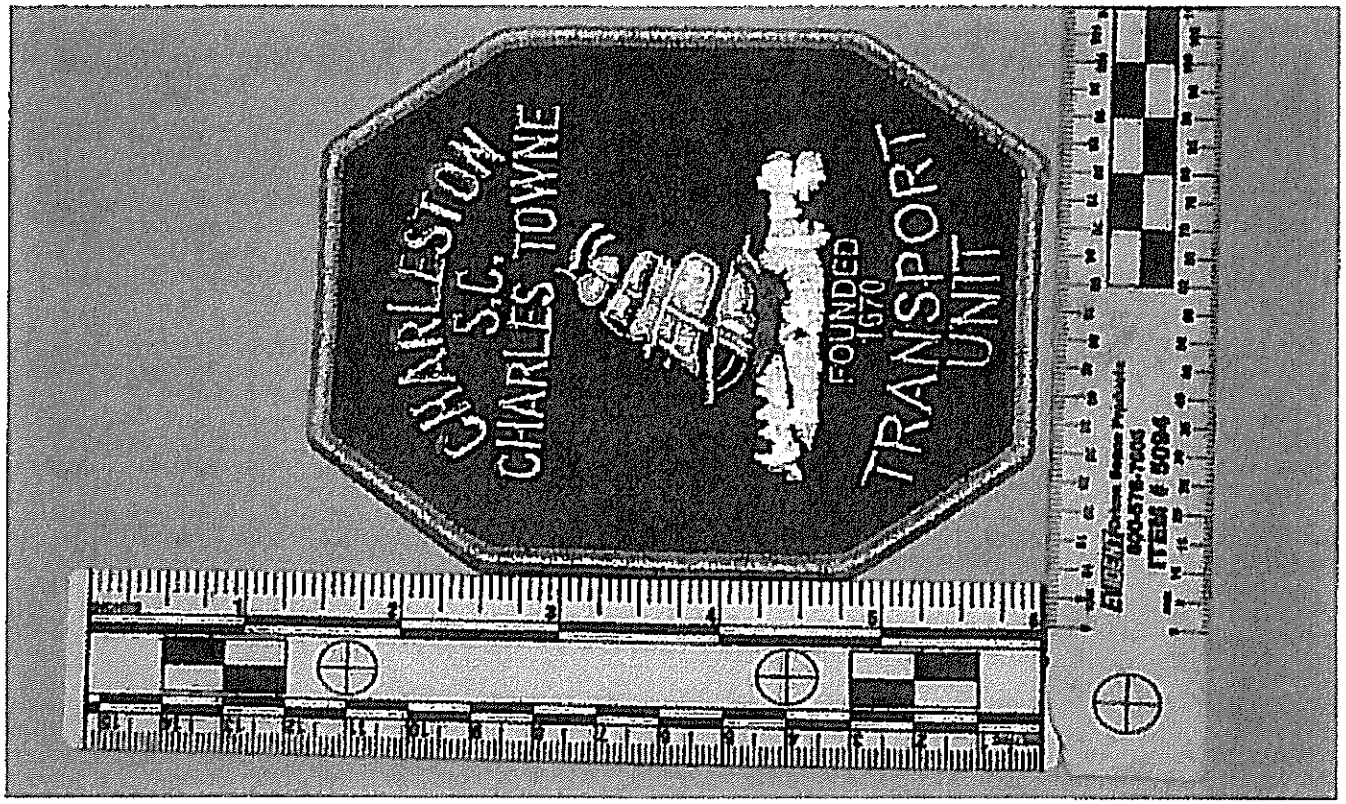


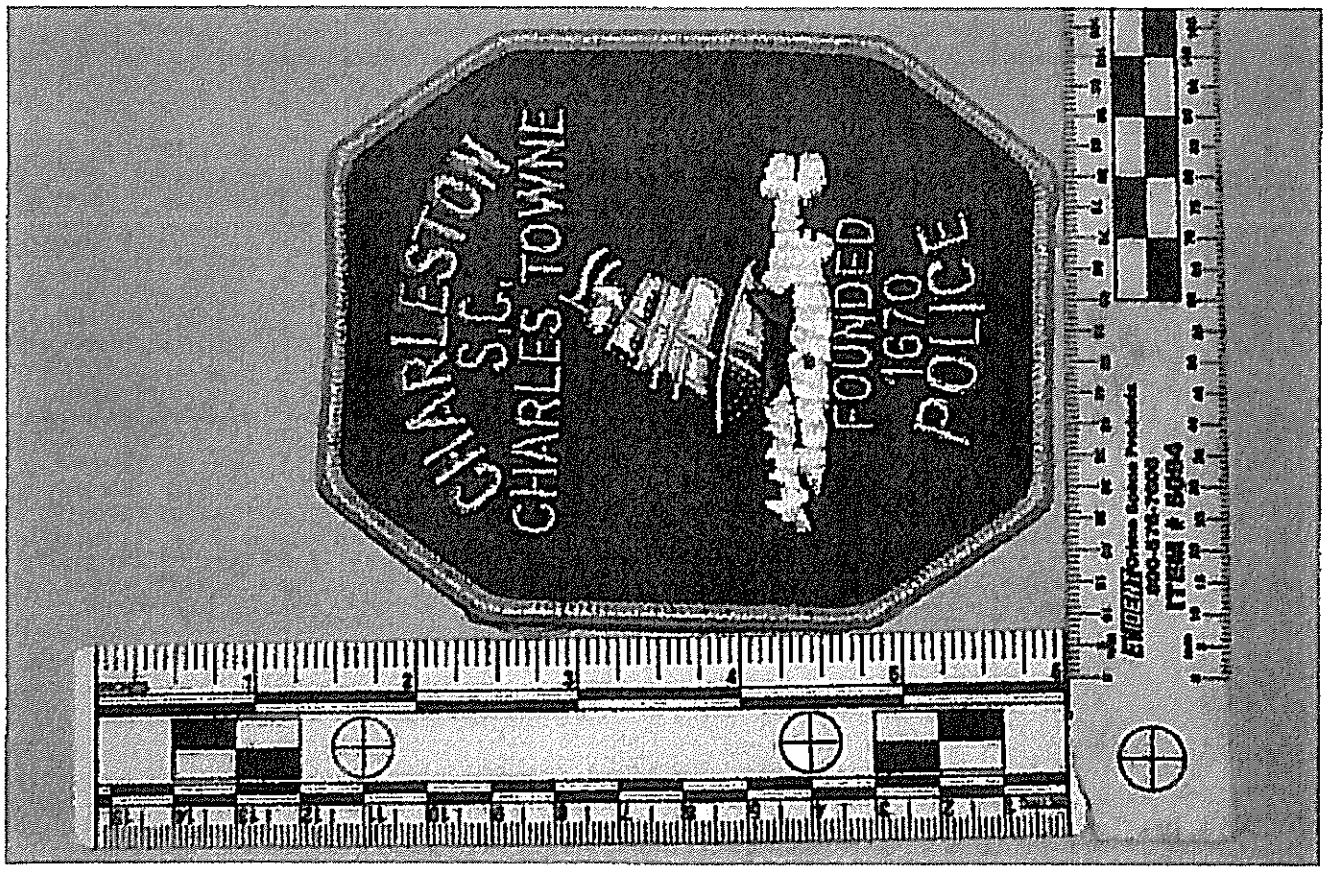

ITEM # 5094
800-576-7606

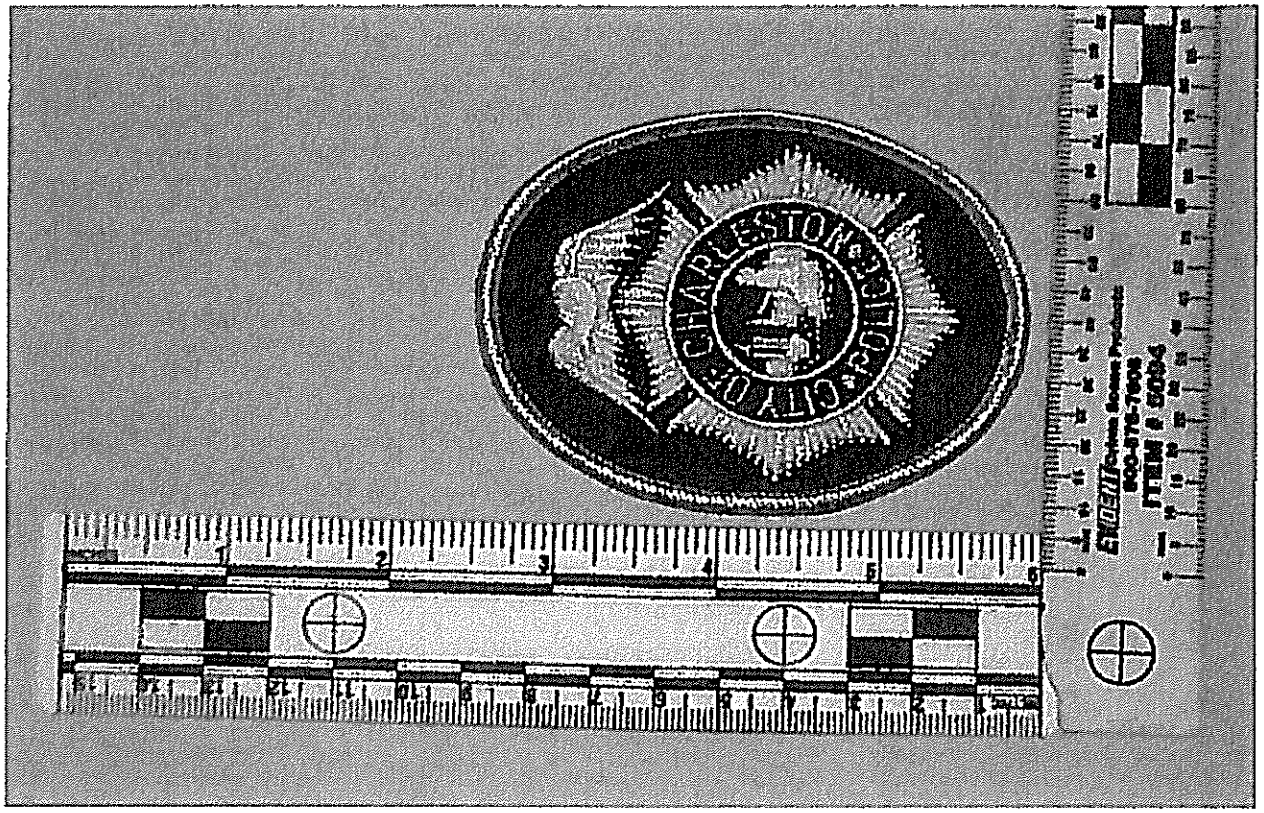

CHARLESTON
CITY POLICE
ITEM # 5094
800-576-7606

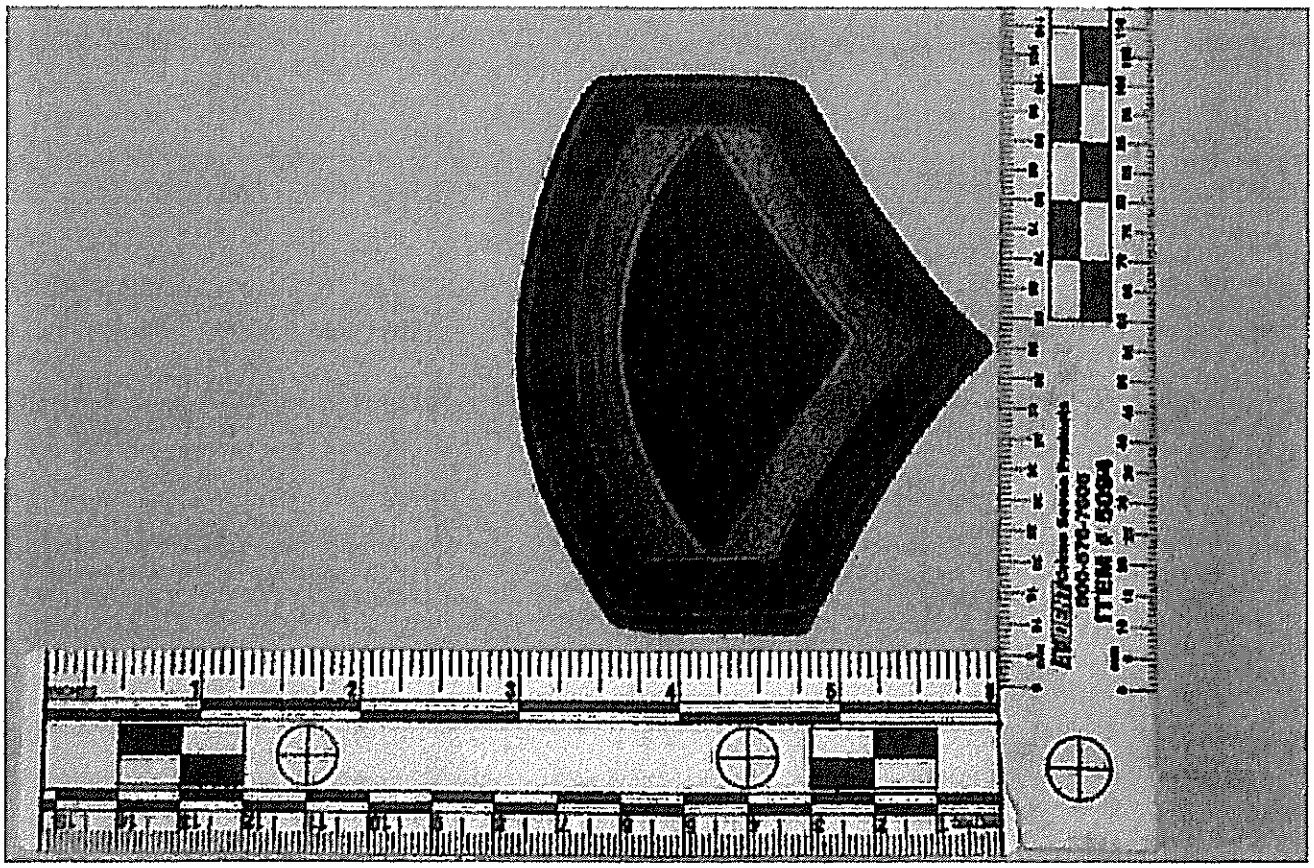


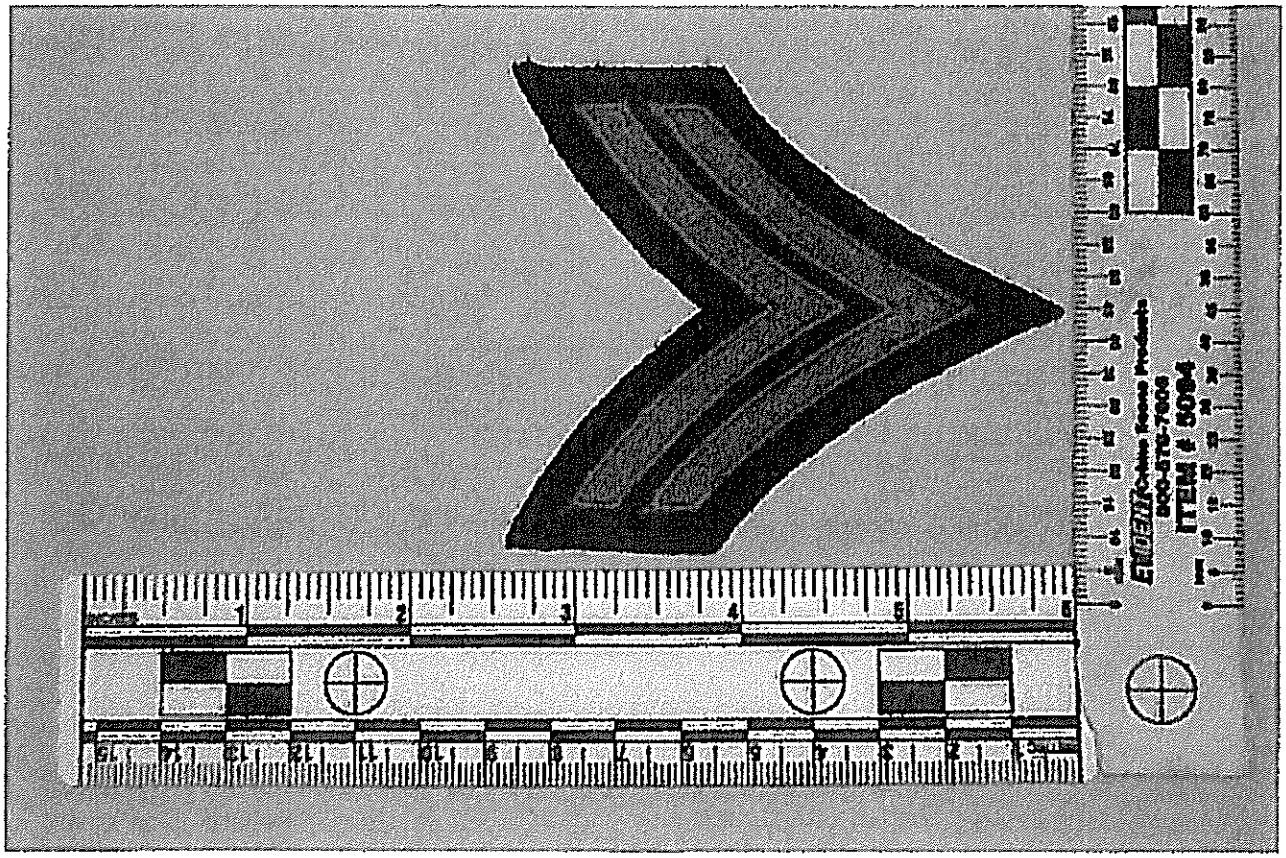

CHARLESTON
S.C.
CHARLES TOWNE
FOUNDED
1670
COMMUNITY
SERVICES

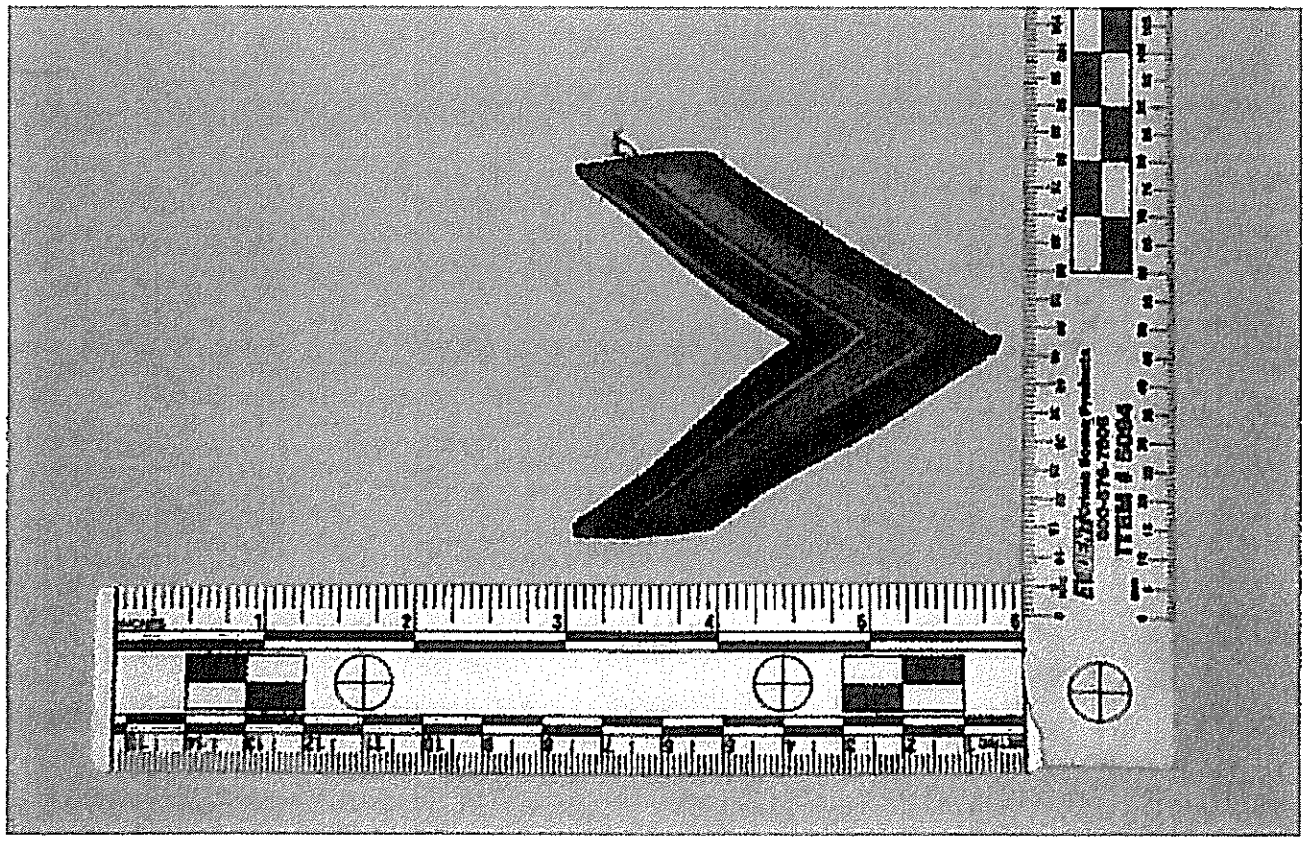

CHARLESTON
S.C.
CHARLES TOWNE
FOUNDED
1670
TRANSPORT
UNIT


CHARLESTON
S.C.
CHARLES TOWNE
FOUNDED
1670
POLICE


CITY OF CHARLESTON POLICE




ITEM # 5004


ITEM # 5004

#15-P044R
Vendor: Galls, LLC

ATTACHMENT I
Spec/Cost Sheet

Item #	Qty.	Product #	Manufacturer	Description	Color	Discount %	Unit Price	Total Price	Notes	Sub Possible	Sub Information
1	60	12310	5.11	8" EVO side zip	Black		$81.00	$4,860.00		Yes	
2	60	12002	5.11	6" A.T.A.C. Boot	Black		$75.00	$4,500.00		Yes	
3	60	12312	5.11	8" EVO side zip waterproof	Black		$93.00	$5,580.00		Yes	
4	150	74273	5.11	Taclite Pro Pant (Men's)			$36.00	$5,400.00		Yes	
5	150	64360	5.11	Taclite Pro Pant (Women's)			$36.00	$5,400.00		Yes	
6	60	73308	5.11	Taclite Pro Short 11"			$34.00	$2,040.00		Yes	
7	60	59409	5.11	Trainer Belt			$27.25	$1,635.00		Yes	
8	60	59405	5.11	Operator Belt			$27.25	$1,635.00		Yes	
9	60	59552	5.11	TDU Belt			$12.00	$720.00		Yes	
10	60	59567	5.11	Double Duty TDU Belt			$16.00	$960.00		Yes	
11	100	40126	5.11	Performance Winter Mock	Black		$35.00	$3,500.00		Yes	
12	60	40016	5.11	Utili-T Crew 3 pack	White		$28.00	$1,680.00		Yes	
13	60	40007	5.11	Loose Fit Crew Shirt	White		$21.00	$1,260.00		Yes	
14	150	40005	5.11	Tight Crew Short Sleeve Shirt	White		$21.00	$3,150.00		Yes	
15	90	72054	5.11	Taclite TDU Shirt - Long sleeve	Dark Navy		$39.00	$3,510.00		Yes	
16	150	71339	5.11	Taclite TDU Shirt - Short sleeve	Dark Navy		$35.00	$5,250.00		Yes	
17	30	71322	5.11	Bike Patrol Polo	High-Vis Yellow		$35.00	$1,050.00	Central Business District - screen POLICE on left chest 1" and back 4" silver	No	
18	20	45801	5.11	Bike Patrol Jacket	High-Vis Yellow		$124.00	$2,480.00	reflective lettering - badge embroidered on left chest	No	
19	30	45502	5.11	Bike Patrol Pants	Black		$70.00	$2,100.00		No	
20	150	71175	5.11	Taclite Pro Shirt - Short Sleeve	Dark Navy		$35.00	$5,250.00	Harbor Patrol	No	
21	90	72175	5.11	Taclite Pro Shirt - Long Sleeve	Dark Navy		$38.00	$3,420.00	Harbor Patrol	No	
22	50	J3	Blackinton	Name bar	Gold		$8.50	$425.00	Command Staff dress uniform	Yes	
23	40	N-3	C. W. Nielson	Badge	Rhodium		$36.00	$1,440.00		Yes	
24	20	N-3	C. W. Nielson	Badge	Gold		$36.00	$720.00		Yes	
25	10	N-55	C. W. Nielson	Hat Badge	Rhodium		$35.00	$350.00		Yes	
26	10	N-55	C. W. Nielson	Hat Badge	Gold		$35.00	$350.00		Yes	
27	60	1011U	Dutyman	Duty Belt - Plain finish	Black		$34.00	$2,040.00	$35.00 sizes 46-52, $42.00 sizes 54-60	Yes	
28	60	1611U	Dutyman	1 3/4" Belt - Plain finish	Black		$16.00	$960.00	$19.00 sizes 54-60	Yes	
29	60	3011MN	Dutyman	Flashlight Holder - Plain finish	Black		$10.00	$600.00	Standard "D" cell flashlight strap with metal ring	Yes	
30	60	9001	Dutyman	Belt Buckle	Silver		$5.00	$300.00	Standard uniform	Yes	
31	60	9002	Dutyman	Belt Buckle	Brass		$5.50	$330.00	Command Staff standard uniform	Yes	
32	150	32278	Fechheimer or equivalent	Men's Trousers	LAPD Navy		$65.00	$9,750.00	55% Polyester / 45% Wool - Command Staff dress uniform	Yes	
33	60	34891	Fechheimer or Equivalent	Patrol Coat	LAPD Navy		$210.00	$12,600.00	55/45 Dacron Polyester/Wool, Serge - Command Staff dress uniform	Yes	
34	60	59130WP	Fechheimer or equivalent	Winter Coat	LAPD Navy		$93.00	$5,580.00	Standard uniform - must attach accessory loop for body cam	Yes	Spiewak S3616
35	150	3900	Fechheimer or equivalent	Men's Trousers	LAPD Navy		$34.50	$5,175.00	100% Performance Poly - Standard uniform	Yes	Spiewak SU322
36	150	3900W	Fechheimer or equivalent	Women's Trousers	LAPD Navy		$34.50	$5,175.00	100% Performance Poly - Standard uniform	Yes	Spiewak SU322W
37	150	47300	Fechheimer or equivalent	Men's Trousers	LAPD Navy		$40.50	$6,075.00	K-9 / CDU	Yes	Horace Small HS2343, HS2344
38	90	127R7886Z	Flying Cross or equivalent	Long Sleeve - Ladies	LAPD Navy		$36.00	$3,240.00	100% Polyester - must attach accessory loop for body cam	Yes	Spiewak SU316Z
39	150	177R7886Z	Flying Cross or equivalent	Short Sleeve Shirt	LAPD Navy		$32.50	$4,875.00	100% Polyester - must attach accessory loop for body cam	Yes	Spiewak SU311Z
40	90	35R5836	Flying Cross or equivalent	Long Sleeve Shirt	White		$31.50	$2,835.00	65/35 blend - Honor Guard dress uniform	Yes	Horace Small HS1116
41	90	35W5400	Flying Cross or equivalent	Long Sleeve Shirt	White		$31.50	$2,835.00	65/35 blend - Honor Guard dress uniform	Yes	Horace Small HS1169
42	90	35W7886Z	Flying Cross or equivalent	Long Sleeve Shirt	LAPD Navy		$36.00	$3,240.00	100% Polyester - must attach accessory loop for body cam	Yes	Spiewak SU315Z
43	90	35W5435	Flying Cross or equivalent	Long Sleeve Shirt	Marine Blue		$31.50	$2,835.00	65/35 blend - Transport	Yes	Horace Small HS1167/HS1314
44	150	85R5400	Flying Cross or equivalent	Short Sleeve Shirt	White		$28.00	$4,200.00	65/35 blend - Honor Guard dress uniform	Yes	Horace Small HS1212/HS1270
45	150	85R5836	Flying Cross or equivalent	Short Sleeve Shirt	LAPD Navy		$28.00	$4,200.00	65/35 blend - CDU / K-9 - must attach accessory loop for body cam	Yes	Horace Small HS1266/HS1208
46	150	85R7845Z	Flying Cross or equivalent	Short Sleeve Shirt	French Blue		$28.00	$4,200.00	100% Polyester - Explorer Post	Yes	Horace Small HS1210/HS1268
47	150	87R7886Z	Flying Cross or equivalent	Short Sleeve Shirt	LAPD Navy		$32.50	$4,875.00	100% Polyester - must attach accessory loop for body cam	Yes	Spiewak SU310Z
48	150	85R5435	Flying Cross or equivalent	Short Sleeve Shirt	Marine Blue		$28.00	$4,200.00	65/35 blend - Transport	Yes	Horace Small HS1230/HS1268
49	90	35W5886	Flying Cross or equivalent	Long Sleeve Shirt	LAPD Navy		$31.50	$2,835.00	65/35 blend - CDU / K-9 - must attach accessory loop for body cam	Yes	Horace Small HS1312/HS1165
50	120		GIM	CPD Breast badge - embroidery			$2.45	$294.00		No	
51	120		GIM	CPD Ship Logo - Embroidery			$2.45	$294.00		No	
52	60	600	Hookfast	Name Plate w/7793 emblem	Silver/Brass		$13.00	$780.00	Standard uniform w/ engraving	No	
53	10	10458	Hookfast	Name Plate attachment	Silver		$13.00	$130.00	Specialty bar w/ engraving	No	
54	40	121-CPD-W	Midway Cap Company	Patrol Dress Hat	LAPD Navy		$48.00	$1,920.00	Standard uniform	No	
55	10	P700	Premier Emblem	Rank Insignia	Silver		$2.45	$24.50	SPO, MPO, Corporal, Sergeant	Yes	
56	10	P924	Premier Emblem	Rank Insignia	Silver/Gold		$2.45	$24.50	Command Staff	Yes	
57	10	38311	Premier Emblem	Collar Insignia	Silver		$2.45	$24.50	Collar Insignia (CPD)	Yes	
58	12	FS459-21	Propper	ACU Coat	ACU		$36.50	$438.00	SWAT	Yes	
59	12	FS209-21	Propper	ACU Trouser	ACU		$36.50	$438.00	SWAT	Yes	
60	8	FS115-46	Propper	CWU 27/P Nomex Flight Suit	OD Green		$170.00	$1,360.00	SWAT	Yes	
61	150	FS252-50	Propper	Lightweight Tactical Pant	LAPD Navy		$30.50	$4,575.00	Harbor	Yes	
62	90	FS253-50	Propper	Lightweight Tactical Short	LAPD Navy		$25.00	$2,250.00	Harbor	Yes	
63	150	FS311	Propper	Lightweight Tactical Shirt S/S	LAPD Navy		$28.00	$4,200.00	Harbor - must attach accessory loop for body cam	Yes	
64	90	FS312	Propper	Lightweight Tactical Shirt L/S	LAPD Navy		$30.50	$2,745.00	Harbor - must attach accessory loop for body cam	Yes	
65	150	FS201-55	Propper	BDU Trouser 100% Cotton	Olive		$24.00	$3,600.00	EDU	Yes	
66	60	FS454-55	Propper	BDU Coat 4 pocket 100% Cotton	Olive		$24.00	$1,440.00	EDU	Yes	

67	150	PT101N	Red Kap	Men's Trousers	Khaki		$16.00	$2,400.00	SCCJA	Yes	
68	90	SP50LT	Red Kap	Men's Long Sleeve Shirt	Khaki		$17.00	$1,530.00	SCCJA	Yes	
69	150	SP60LT	Red Kap	Men's Short Sleeve Shirt	Khaki		$15.00	$2,250.00	SCCJA	Yes	
70	60	8875	Reebok	8" Side Zip Tactical Boots	Black		$80.00	$4,800.00		Yes	
71	60	8877	Reebok	8" Side Zip Tactical Boots Waterproof	Black		$89.00	$5,340.00		Yes	
72	60	2049	Rocky	Boots	Black		$67.00	$4,020.00		Yes	
73	60	2149	Rocky	Boots	Black		$76.50	$4,590.00		Yes	
74	60	S1755	Spiewak	Rain Pants	Navy		$75.00	$4,500.00		Yes	
75	60	S315V	Spiewak	Rain Jacket	Navy		$138.00	$8,280.00	Must attach accessory loop for body cam	Yes	
76	10	8776-1	Uncle Mike's	Duty Belt Velcro - Small	Black		$21.00	$210.00	Special Units	Yes	
77	10	8777-1	Uncle Mike's	Duty Belt Velcro - Medium	Black		$21.00	$210.00	Special Units	Yes	
78	10	8778-1	Uncle Mike's	Duty Belt Velcro - Large	Black		$21.00	$210.00	Special Units	Yes	
79	10	8779-1	Uncle Mike's	Duty Belt Velcro - XL	Black		$21.00	$210.00	Special Units	Yes	
80	10	8779-2	Uncle Mike's	Duty Belt Velcro - XXL	Black		$21.00	$210.00	Special Units	Yes	
81	10	8781-1	Uncle Mike's	Inner Duty Belt - Small	Black		$15.50	$155.00	Standard uniform	Yes	
82	10	8782-1	Uncle Mike's	Inner Duty Belt - Medium	Black		$15.50	$155.00	Standard uniform	Yes	
83	10	8783-1	Uncle Mike's	Inner Duty Belt - Large	Black		$15.50	$155.00	Standard uniform	Yes	
84	10	8784-1	Uncle Mike's	Inner Duty Belt - XL	Black		$15.50	$155.00	Standard uniform	Yes	
85	10	8784-2	Uncle Mike's	Inner Duty Belt - XXL	Black		$15.50	$155.00	Standard uniform	Yes	
86	10	8818-6	Uncle Mike's	Light Case	Black		$11.00	$110.00	Special Units (for Streamlight Strion HL)	Yes	Updated part number: 8818-3
87	10	8836-7	Uncle Mike's	Double Magazine Case	Black		$21.00	$210.00	Special Units	Yes	
88	10	8865-2	Uncle Mike's	Nylon Belt Keepers 2 1/4"	Black		$9.00	$900.00	Special Units	Yes	
89	10	8877-1	Uncle Mike's	Aerosol Case	Black		$11.50	$115.00	Special Units	Yes	
90	10	8878-1	Uncle Mike's	Duty Cuff Case	Black		$11.50	$115.00	Special Units	Yes	
91	10	8880-2	Uncle Mike's	Radio Case	Black		$23.50	$235.00	Special Units	Yes	
92	20	8882-1	Uncle Mike's	Baton Holder - Nylon	Black		$12.25	$245.00	Special Units	Yes	
93	20	8896-1	Uncle Mike's	Nylon Glove Pouch	Black		$10.75	$215.00	Special Units	Yes	
94	100	1244393	Under Armour	Tactical ColdGear Mock Turtleneck	Black		$36.75	$3,675.00	Male	No	
95	100	1244396	Under Armour	Tactical ColdGear Mock Turtleneck	Black		$36.75	$3,675.00	Female	No	
96	100	1005684	Under Armour	Poly T-shirt	White		$15.00	$1,500.00		No	
97	100	1234237	Under Armour	Cotton T-shirt	White		NO BID	NO BID	Item is transitional	No	
98	100	1216007	Under Armour	Compression T-shirt	White		$16.00	$1,600.00		No	
99	40	90010	Uniform Cravats	Polyester 3" Clip-on Tie w/Buttonholes	Black		$3.50	$140.00	Standard uniform	Yes	
100	10	90078	Uniform Cravats	Polyester 3" necktie w/Buttonholes	Black		$2.75	$27.50	Command Staff dress uniform	Yes	
101	50	002NVSL	UNT	Emblem Nametape	Silver		$2.45	$122.50	Special Units	No	
102	20	7162500	Vanguard	Insignia	Gold/Silver		NO BID	NO BID	Rank Insignia	No	
103	6	8466700	Vanguard	Shoulder Boards	Gold		$2.45	$14.70	Command Staff dress uniform rank insignia	No	
104	20	VTX-4000	Vertx	Coldblack S/S shirt			$38.50	$770.00	$46.00 size 4X-5X	Yes	
105	20	VTX-4010	Vertx	Coldblack S/S shirt women's			$40.00	$800.00	$46.50 size 4X-5X	Yes	
106	20	VTX-4020	Vertx	Coldblack L/S shirt			$41.00	$820.00	$48.50 size 4X-5X	Yes	
107	20	VTX-4030	Vertx	Coldblack L/S shirt women's			$42.00	$840.00	$48.50 size 4X-5X	Yes	
108	20	VTX-8000	Vertx	Phantom LT pants			$38.00	$760.00		Yes	
109	20	VTX-8030	Vertx	Phantom LT shorts			$36.00	$720.00		Yes	
110	20	VTX-8050	Vertx	Phantom LT pants women's			$36.00	$720.00	$39.00 size 20-24	Yes	
111	20	VTX-8600	Vertx	Phantom OPS pants			$50.00	$1,000.00		Yes	
112	20	VTX-8620	Vertx	Phantom OPS pants			$86.75	$1,735.00		Yes	
113	10	531-6303	Thorogood	Poromeric	Black		$80.00	$800.00		Yes	
114	10	831-6031	Thorogood	Poromeric	Black		$42.00	$470.00		Yes	
115	10	834-6027	Thorogood	Poromeric	Black		$89.00	$890.00		Yes	
116	60	834-6087	Thorogood	Boots	Black		$68.00	$4,080.00		Yes	
117	60	834-6091	Thorogood	Commando Side Zip	Black		$74.00	$4,440.00		Yes	
118	60	834-6290	Thorogood	Boots	Black		$69.00	$4,140.00		Yes	
							Sub-Total	$ 261,056.20			
							Shipping	0			
							8.5% Tax	$22,189.77			
							Total	$ 283,245.97			

Shoulder patch (standard blue)

Braid on pants leg seam

Police
Community Services
Transport Unit
OD Green (SWAT / EDU)
SWAT attached with velcro

Blue
Dark Blue

Criteria Factors and Scope of Work/Specifications

1. Ability to provide items specified in RFP/company history and stability:
    a. Galls, LLC will be able to provide all items specified in this RFP. Galls has great relationships with manufacturers and vendors that will provide excellent support in servicing the needs of the department.
    b. Galls has been in business for 48 years servicing fire, security, corrections, law enforcement, emergency medical services, and transit. Galls was purchased by Aramark in 1995. We acquired Long Beach Uniforms in 2002.

    Galls, LLC was purchased from Aramark by C.I. Capital Holdings, LLC in October of 2011. Galls purchased its largest competitor, Quartermaster Uniforms in January 2013. Galls also purchased Roy Tailors Uniforms in 2013. In late 2014, Galls acquired Best Uniforms, Lonestar Uniforms, and Blumenthals Uniforms. Galls is supported by its primary distribution center in Lexington, KY. Galls currently has a total of 21 retail centers and contract service centers across the nation with an overall employment of approximately 870.

    Galls holds a number of written and verbal contracts across the nation. A variety of products and services are provided to these clients who include custom uniform design, product development, sourcing, quality assurance, complete range of uniform embellishments, custom web sites, custom reporting, and a full range of uniforms and equipment in private label as well as top brands in public safety. Galls currently holds over 100 large contracts.

2. Summary of Experience, qualifications, and past performance of the individuals to provide the services and function as primary resources on contract:
    a. Anthony Estep – Managed Account Representative - Anthony has a total of 7 years in public safety and military sales. Of Anthony's experience, 4 years have been at Galls previously servicing Louisiana, Mississippi, and Alabama. Anthony now manages 342 accounts within South Carolina and Georgia, to include Atlanta Police Department. Currently 35% of Anthony's business is contractual while the other are verbal contracts and transactional. Anthony is able to easily service the majority of his customer via B2B websites as well as utilizing his regional representatives located within the state.
    b. Jason Taran – District Sales Director – Jason is currently the Senior Territory Sales Manager for Galls which covers South Carolina, North Carolina, and Virginia. Before Best Uniforms was purchased by Galls, Jason severed as the Vice President of Sales for Best and managed accounts such as Charlotte Fire Department, Greensboro Fire Department, Chesapeake Fire Department, Virginia Beach Fire Department, and many others. Jason's 10 years' experience in the uniform industry have provided him a distinct knowledge of uniforms and equipment which make him a valuable resource for any department needs. Jason leads a wonderful sales team that produce excellent customer service to our valued customers.

c. Mike Barrella – Regional Account Executive - Mike has extensive experience in body armor sales. Prior to joining Galls in 2014 as a Regional Account Executive, Mike was a sales manager for First Choice Body armor from 2008-2010 then was a regional sales manager for KDH Defense Systems. In both positions, Mike worked closely with Galls to service their accounts and therefore brought lots of knowledge to Galls to assist in helping customers with uniforms and accessories options.

3. References:
   a. Please reference page 28 of the RFP.

4. Provide evidence of work product, ability to meet schedules, cooperation, and responsiveness:
   a. Work product – Upon request, Galls can provide physical samples of properly done alterations, insignia screening, patch installations, embroidery, and any other custom details. These samples can be custom to the needs of the department, or Galls can submit previous work that is similar in quality.
   b. Ability to meet schedules – In addition to working directly with manufacturers on meeting the needs of contract requirements, Galls currently has nearly $40M worth of inventory in our facility in Lexington, KY. We access our needs based on historical demand for items.

      To satisfy this requirement, we will need to conduct planning meetings to determine what the high use items are and which items will not be ordered as often. This will allow us to properly use our systems that are already in place to ensure that we have adequate stock.

      Galls' Inventory Planning team reviews product needs on a daily basis. Through use of interfaces directly connecting our Inventory Planning and Order Fulfillment systems, we have the ability to quickly determine where inventory is needed and place purchase orders to replenish all of the core items. The E3 system uses system parameters and algorithms to calculate inventory needs based on current lead time, order cycle, current on hand, current on order, vendor Minimum Order Quantities (MOQ's), process time, and customer specific requirements. Based on the inventory needs, the system suggests orders that are reviewed by inventory planners. Inventory Planning then reviews the suggested orders, check that they match historic and current situations, and release the orders to the vendors to be processed.

      With an inventory management team as well as working with the vendors/manufacturers directly, Galls has the capability to meet the schedule desired by the department.

   c. Cooperation/Responsiveness – With the team members stated above, Galls will have impeccable responsiveness to all customer needs. Galls will work directly will the customer for any and all needs, and will cooperate in a professional manner at all times. Solving any arising issues or working with other departments within the

company/vendors in a cooperative manner will be a priority to best service the needs of the department. In addition to the team members stated above, there are also additional staff members as part of the sales team that can assist in their absence as well as the option to place orders via the online ordering system.

5. Vendor should give information detailing their automated tracking system – please see attached B2B specifications for details.

6. Vendor should detail their process for handling and filling orders/information on quality control and verifications to ensure accuracy

    a. Galls will handle/fill orders from the distribution center in Lexington KY unless the product will be a direct drop ship item from the manufacturer. All orders can be placed via phone, email, fax, or the custom website Galls will create for the department.
    b. Quality assurance of the garments is completed during manufacturing. If there are issues with the quality or construction of a garment, we will address this accordingly at no cost to the department.

    Galls has an internal audit procedure for our customization department. Orders that have emblems or embroidery attached are audited on a regular basis for accuracy and quality.

GQ1.0 B2B System Overview

System Capabilities

- *Secure Online Ordering System*
  - Site is only accessible by users defined and approved by customer through unique user names and password assignment
- *Mobile Device Compatibility*
  - Site has a custom mobile experience for ease of on-the-go ordering
  - Compatible with all smart phones
  - Can be accessed from any location
- *Configurable based on Customer Uniform Program Requirements*
  - Designed to support a broad range of customer uniform program requirements
  - A uniform program profile is established with each customer to be serviced through the GQ B2B system. This profile defines the operating parameters in which the system will govern the program, to include: employee management, allotment management, product offering, delivery requirements, and invoicing.
- *Employee Management*
  - GQ B2B provides an employee based management and tracking segment.
  - Employee information, required to properly process order and provide management reports, is warehoused in our systems data storage. This information includes: employee code, name, address (if appropriate to the program requirement), anniversary date, department, rank, assigned location, designation, and employee group.
  - Historical & distribution data is also maintained for each employee. This data is the basis for management reports, and is collected as orders are placed and distributed. Historical data includes items distributed (to the size level), along with quantities and order/shipment dates.
- *Product Offering Management*
  - Product offerings for the uniform program are defined, and are assigned to the respective employee groups when a uniform program is established on the system.
  - Employee Groups, or shop-by locations, typically represents a job function or physical location. Such as if a uniform program was for a police department, there may be Shop-By Location for "Patrol", "Swat", "K-9", etc. with each group having a specific uniform products assigned to them. During order placement, only products associated with the Shop-By Location the employee is assigned to are available for order. This ensures that the employee can only order those products required for his/her job function.
  - GQ B2B supports alterations, such as trouser hemming, application of badges, etc. These elements are defined based on the requirements of the uniform program, and may be limited to specific styles and employee groups.

- *Optional "Shop Full Catalog" Feature for Galls B2C Site*
    - Feature allows the customer to add the entire Galls.com product offering to their website at a negotiated percent discount off retail.
    - Reduces the need to call for quotes on items that are needed right away
    - Keep in mind that customized VAS options are not available on these items
- *Optional "Package Ordering" Feature*
    - Feature allows the user to create "Packages" of items that are frequently ordered at the same time (ex. "New Hire Package," "New Vehicle Package")
    - "Package" orders are bundled and shipped together by user
    - This feature reduces the number of clicks per order and reduces errors during order entry by ensuring that all needed items are ordered before processing
- *Optional Allotment Management*
    - The system provides employee allotment management based on dollars OR units.
    - If permitted by the uniform program profile, employees may purchase uniforms in excess of their allotment amount via credit card.
    - Allotments may be renewed on the employee's anniversary date, the calendar year (each January 1), or a specific date.
    - Unused allotments may be rolled over to the new allotment year in its entirety, or a portion of the unused allotment may be rolled over, or no rollover based on the Uniform Program Profile.
    - If Allotment Management is required for the uniform program, the employee's available allotment is verified during the checkout process.
        - If the amount ordered exceeds the employee's available allotment and the program allows employee payments for amounts over the allotment via credit card, the checkout process remains active, and the employee will be prompted for credit card information during the checkout process.
        - If there is not sufficient allotment to cover the order amount and the program does not permit payment of the overage by the employee (via credit card), the checkout process will be disallowed until the order is altered to be within the employee's available allotment amount.
        - If the program has an allotment limit by product category, the payment for the amount over allotment will be forced to a credit card if credit card purchases are allowed (i.e. agency will only pay $100 toward a footwear purchase).
        - If the program has allotment needs but also wants to allow orders paid for by the agency off of allotment, this can be accommodated along with a reason code for the purchase and purchase comments. Approval can be required for this scenario and users will chose from a drop list of approvers (up to 3 levels of approval).

- *Optional Payroll Deduction Management*
    - Much like allotment management, the system can deposit, track, and renew payroll deduction funds to users
    - Renewal periods are identical to allotment renewals (anniversary date or calendar date)
    - Detailed month-end reporting available as well as on-demand reporting to track balances
    - Payroll deduction funds may be used in conjunction with other pay methods if allotment is exceeded or the employee does not have available funds on his/her credit card but need to make a purchase
- *Controlled Uniform Order Placement*
    - The system controls uniform order placement by tying together the Employee, Product Offering, Shop-By Location and Allotment Management segments of the system, as governed by the uniform program profile.
    - The system provides a web-based method for customer uniform administrators or employees to place uniform orders. The product offering and associated optional alteration options are displayed are based on the ordering employee's employee group assignment. Any mandatory alterations, such as standard department patch are garment, are hard code in the back system to ensure no mandatory alteration is missed during order placement on the website.
    - System allows for orders to placed using a "shop-by individual" feature which provides an administrator the ability to place a large bulk uniform order and segment the order down to the individual employee level, eliminating the necessity to place a separate order for each employee.
- *Optional On-Line Order approval*
    - A customer may require all order or certain orders be approved by an Administrator prior to being processed. GQ B2B allows for approval gates to be established from shipping to order dollar amount which are defined in the Uniform Program Profile. These orders remain in a "Hold for Approval" status until released by an Administrator. GQ provides information on these orders to the Administrators through system generated approval emails sent to the Administrator which allows the order to be approved through the links provided in the email, or on the Administrator's user dashboard on the website.
    - Upon order approval, the order is released to the back-office system for fulfillment. Denied orders assume a "denied" status, and are not released to the back-office system.
- *Integrated with Galls ERP system*
    - The system is integrated with Gall's order fulfillment system, to include functionality in the areas of distribution, inventory control, production planning and stock replenishment, as well as accounting support.
    - When an order is placed in the system, it is passed directly to the distribution system for fulfillment of the order. As the order makes its way through the fulfillment process, the system is updated: 1) to confirm that the order was successfully received into the

distribution system, 2) when the order is in process, and 3) when shipment is made. Shipment quantities and shipment dates are included in the data passed to the system from the distribution system.

- As a result of the system order being passed to our back-office systems, our perpetual inventory is allocated/depleted. Our production-planning module recognizes the inventory depletion, and if warranted, triggers the stock replenishment process.

- *Flexible, On-Demand Management Reporting*
  - GQ B2B provides flexible, on-demand reporting with output into Excel .xls or Excel .xlsx, which allows for easy review and manipulation of the data output by the Administrators. The reporting can be sent directly to the requestors email or reviewed from the reports dashboard.
  - Available reports include:
    - Allotment Report
    - Order History Sales report
    - Itemized Sales report
    - Allotment Activity Report
    - Unit Allotment Activity Report
    - Backorder Report
    - Dropship Report
  - Within the various report offerings, the user may specify parameters such as date ranges, open or closed orders, or limit report data to a specific location or department, as applicable to the report.
- *Customer management of employees*
  - GQ B2B system allows for department Administrators to have the ability to assign new users to the website, update user profiles, Shop-By Location, etc. should the customer chose the manager their own employee access to the website.
- *Customer management of inventory*
  - GQ B2B provides a tool to track the customer's on-site inventory purchased by Galls as well as outside vendors.
  - The inventory management tool also allows Administrators to issue items to individuals, track those issues, and track return status of items. This gives administrators a convenient place to create a history for all users and what items they may have in their possession.
  - 4 Major Components:
    - Inventory Management—
      - Build custom inventory assortment, tree structure with branch/leaf design like UP assortment
      - Load SKUs from Uniform Program or load items received in via Non-Galls Receiving
      - Manually load inventory or push inventory in via Galls/Non-Galls Receiving

- Galls Receiving
  - Receive orders in to inventory that have been closed in GQ and designate assortment to load in to—inventory auto-loads
  - Receive orders in and "set-aside" for individuals so that they are not shown in "active" inventory under the Inv. Mgmt. tool
- Non-Galls Receiving
  - Manually receive in non-Galls order, can designate a receive date, vendor, vendor code, item number, description, qty, and assortment—inventory auto-loads to designated assortment to Inv. Mgmt tool
- Agency Issues
  - Issue items to individuals, capture signature upon receipt by individual
  - Can return items from individuals and designate if "damaged" or "reusable" with "reusable" returns auto-loading back in to the Inv. Mgmt. tool
  - Reporting available on this feature

<u>System Availability, Security and Technical Information</u>

- System is available 24x7
- Compatible with mobile devices via custom mobile experience
- Minimal service outages for maintenance/upgrades – scheduled to 4x per year, with emergency outages being communicated as soon as possible.
- All secure web traffic is done using Verisign(Symantec) 2048 bit public key and SSL certificate 256 bit.
- System is based on IBM iSeries POWER 7 Technology
  - http://www-03.ibm.com/systems/i/index.html
- System utilized IBM DB2 for i data base
  - http://www-03.ibm.com/systems/i/software/db2/index.html
- The system is designed to allow for a minimum doubling in size/volume of the business without requiring any upgrades

Warranty

All products will fall under the manufacturer's standard warranties. In addition, Galls offers a "No Hassle Guarantee" on returned merchandise. This means that if you are unhappy for any reason with your purchase, you can return it to Galls for an exchange or refund.

GALLS

SPIEWAK WATERPROOF 3 IN 1 DUTY STYLE SYSTEM JACKET/SHELL

Item# JA002| *Mfg#* S3616

You're prepared for any season or weather type with this waterproof jacket system. This breathable waterproof jacket/shell can be worn on its own or zipped together with the Spiewak® 3-in-1 Duty Style System Fleece liner for greatest warmth.

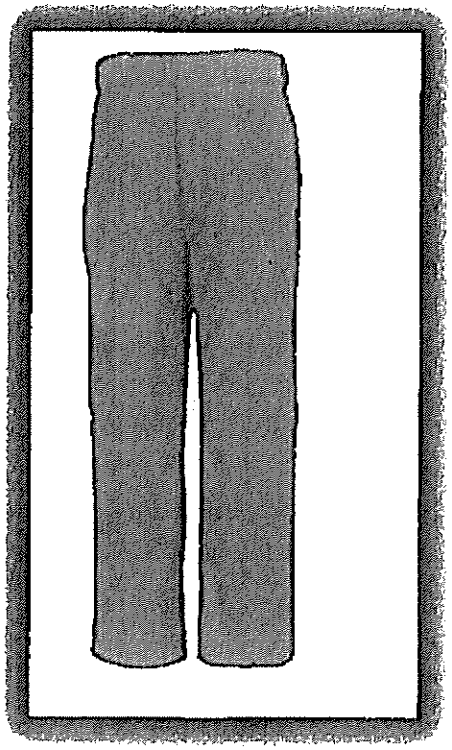
- High performance Tactel® shell
- WeatherTech® waterproof, windproof, breathable lining with sealed seams
- Two-way fleece-lined handwarmer pockets: two outer zippered pockets; two zippered security pockets under front double placket
- Performance sleeve allows complete range of motion
- Snap closure side vent zippers allow access to equipment
- Three-piece waterproof drop-in hood
- Pit zips under sleeves to allow ventilation
- Badge Tab included unattached in pocket
- Washable, do not dry clean
- Imported

Line 35

GALLS

SPIEWAK MENS 100% POLY TROUSER

Item# TU612A| *Mfg#* SU322



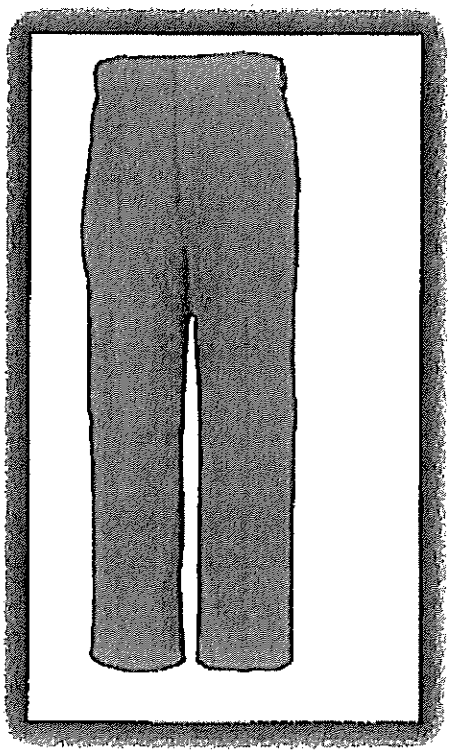
- 100% polyester
- Built-in Shirt Retention System® keeps shirttails in to maintain a professional appearance
- Hidden, expand-on-demand, adjustable waistband
- Comfort gusseted crotch
- Heavy-duty YKK double hook and eye waistband closure system

Line 36

GALLS

SPIEWAK WOMENS 100% POLY TROUSER

Item# TU613A| *Mfg#* SU322W

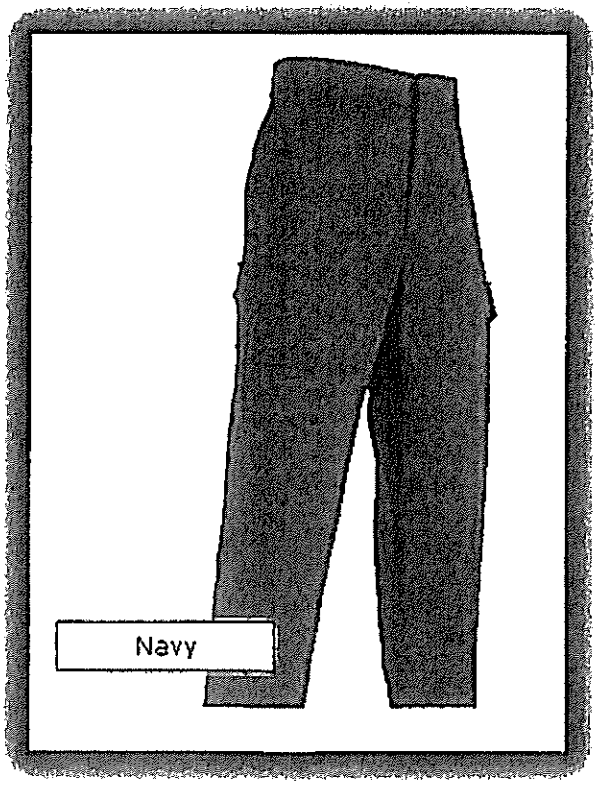


- 100% polyester
- Built-in Shirt Retention System® keeps shirttails in to maintain a professional appearance
- Hidden, expand-on-demand, adjustable waistband
- Comfort gusseted crotch
- Heavy-duty YKK double hook and eye waistband closure system

GALLS

HORACE SMALL NEW DIMENSION MEN'S 6 POCKET CARGO TROUSER

Item # TR784 | *Mfg#* HS2343



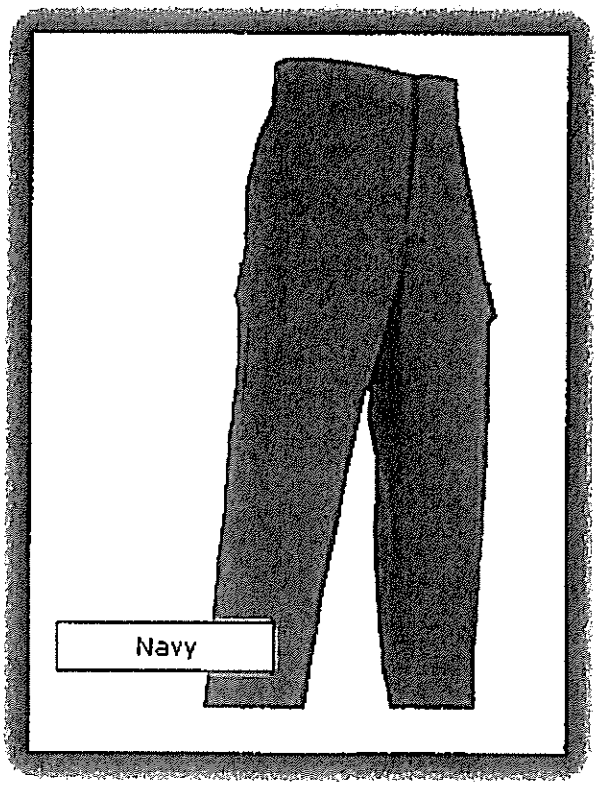
Horace Small New Dimension Men's 6 Pocket Cargo Trouse for extra storage.

- 65% polyester/35% cotton
- Quarter-top front pockets
- Double-welt, topstitched hip pockets with triangular bartacks and button-tab left-pocket closure
- Double entry cargo pockets
- Brass ratcheting zipper and crush-proof hook & eye closure
- 2" Cool-flex® with Ban-Rol®
- 3/4" lined belt loops
- Silicone Permanent Creases
- Home Wash
- Imported

GALLS

HORACE SMALL NEW DIMENSION WOMENS 6 POCKET CARGO TROUSER

Item # TR785 | *Mfg#* HS2344



Horace Small New Dimension Men's 6 Pocket Cargo Trouse for extra storage.

- 65% polyester/35% cotton
- Quarter-top front pockets
- Double-welt, topstitched hip pockets with triangular bartacks and button-tab left-pocket closure
- Double entry cargo pockets
- Brass ratcheting zipper and crush-proof hook & eye closure
- 2" Cool-flex® with Ban-Rol®
- 3/4" lined belt loops
- Silicone Permanent Creases
- Home Wash
- Imported

GALLS

SPIEWAK WOMEN'S PREMIUM POLYESTER L/S PERFORMANCE DUTY SHIRT

Item# SH947| *Mfg#* SU316Z

Mechanical stretch fabric gives you a performance edge without compromising your professional appearance.

Spiewak Women's Premium Polyester Long-Sleeve Performance Duty Shirt features:

- 100% polyester
- Full comfort mechanical stretch built into fabric
- Shirt Retention System® keeps shirttails in to maintain a professional appearance
- Zippered front closure
- Hidden double pen pocket on the left chest pocket
- Hidden chest pocket
- Stitched creases

GALLS

SPIEWAK WOMEN'S PREMIUM POLYESTER S/S PERFORMANCE DUTY SHIRT

Item# SH918| *Mfg#* SU311Z

Mechanical stretch fabric gives you a performance edge without compromising your professional appearance.

Spiewak Women's Premium Polyester Short-Sleeve Performance Duty Shirt features:

- 100% polyester
- Full comfort mechanical stretch built into fabric
- Shirt Retention System® keeps shirttails in to maintain a professional appearance
- Zippered front closure
- Hidden double pen pocket on the left chest pocket
- Hidden chest pocket
- Stitched creases

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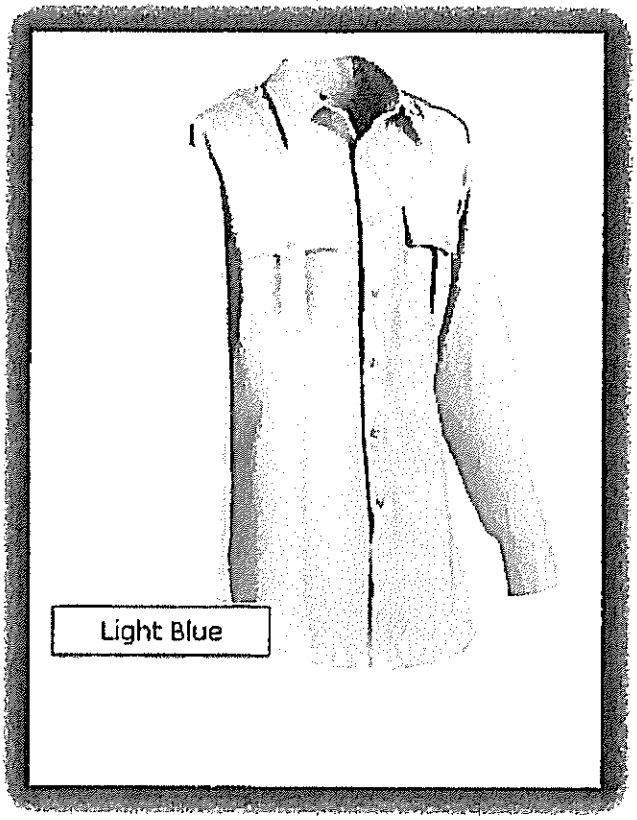
GALLS

HORACE SMALL NEW DIMENSION L/S STRETCH POPLIN SHIRT

Item # ZR024| *Mfg #* HS1112



Extreme comfort and easy maintenance make this shirt perfect for heavy action in a variety of climates. Mechanical stretch poplin increases comfort and the pre-cured, soil release finish keep stains and dirt away. Added length to the sides will help keep shirts tucked in and is designed to accommodate body armor.

- Durable 2-ply 65%polyester/35% cotton has superior strength
- Silicone permanent creases and break-resistant melamine buttons ensure an always sharp look
- Collars, epaulets, pocket flaps and cuffs are reinforced to ensure extended wear no matter the conditions
- Pleated pockets have scalloped flaps and hook-and-loop closures
- Badge tab with reinforced sling and eyelets
- Machine wash and dry for grab-and-go convenience
- Imported

GALLS

HORACE SMALL NEW DIMENSION WOMEN'S L/S STRETCH POPLIN SHIRT

Item #SR682 | *Mfg* # HS1165

Extreme comfort and easy maintenance make this shirt perfect for a variety of climates!

Mechanical stretch poplin increases comfort and the pre-cured, soil release finish keep stains and dirt away! Added length to the sides will help keep shirts tucked in and is designed to accommodate body armor.

- Durable 65%polyester/35% cotton has superior strength
- Silicone permanent creases and break-resistant melamine buttons ensure an always sharp look
- Collars, epaulets, pocket flaps and cuffs are reinforced to ensure extended wear no matter the conditions
- Pleated pockets have scalloped flaps and hook-and-loop closures
- Badge tab with reinforced sling and eyelets
- Machine wash and dry
- Imported

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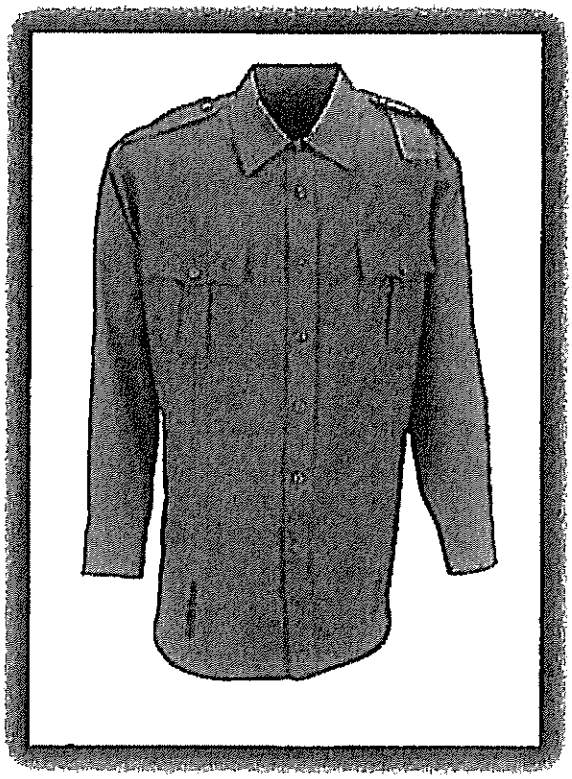
GALLS

SPIEWAK MENS PREMIUM POLYESTER L/S PERFORMANCE DUTY SHIRT

Item# SH931| *Mfg#* SU315Z



Mechanical stretch fabric gives you a performance edge without compromising your professional appearance.

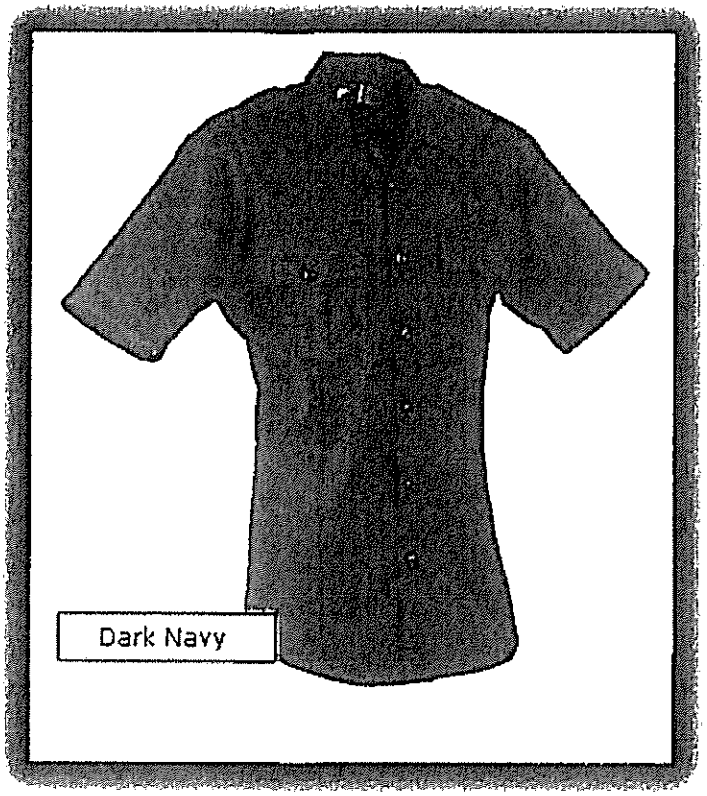
Spiewak Men's Premium Polyester Long-Sleeve Performance Duty Shirt features:

- 100% polyester
- Full comfort mechanical stretch built into fabric
- Shirt Retention System® keeps shirttails in to maintain a professional appearance
- Zippered front closure
- Hidden double pen pocket on the left chest pocket
- Hidden chest pocket
- Stitched creases

ne 44, 45, 46, 48

HORACE SMALL NEW DIMENSION S/S STRETCH POPLIN SHIRT

Item # Z0743 | *Mfg #* HS1208



Extreme comfort and easy maintenance makes this shirt perfect for a variety of climates. Mechanical stretch poplin increases comfort and the pre-cured, soil release finish keep stains and dirt away! Added length to the sides will help keep shirts tucked in and is designed to accommodate body armor.

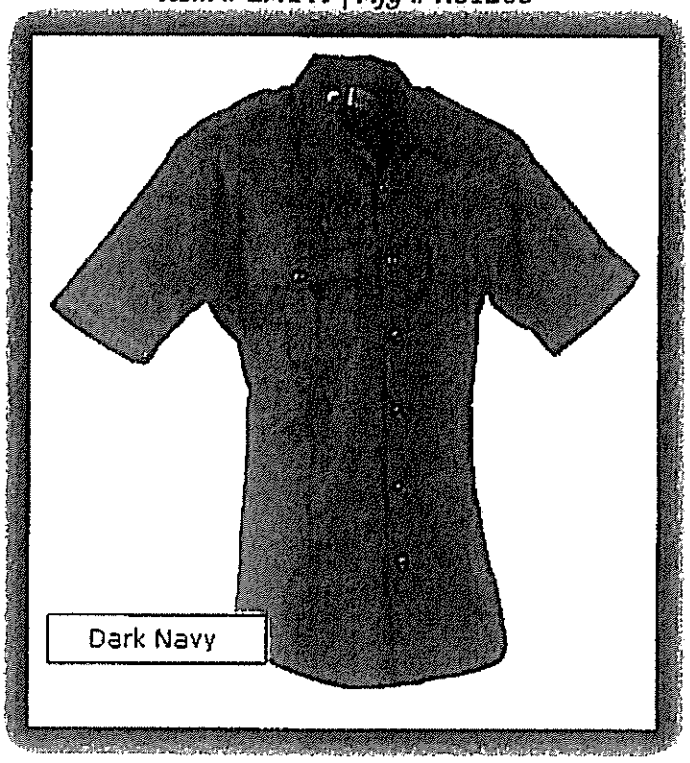
- Durable 2-ply 65%polyester/35% cotton has superior strength
- Silicone permanent creases and break-resistant melamine buttons ensure an always sharp look
- Collars, epaulets, pocketflaps and cuffs are reinforced to ensure extended wear no matter the conditions
- Pleated pockets have scalloped flaps and hook-and-loop closures
- Badge tab with reinforced sling and eyelets
- Machine wash and dry for grab-and-go convenience
- Imported

ine 44, 45, 46, 48

GALLS

HORACE SMALL NEW DIMENSION WOMEN'S S/S STRETCH POPLIN SHIRT

Item # ZM149 | *Mfg #* HS1266



Extreme comfort and easy maintenance makes this shirt perfect for a variety of climates. Mechanical stretch poplin increases comfort and the pre-cured, soil release finish keep stains and dirt away! Added length to the sides will help keep shirts tucked in and is designed to accommodate body armor.

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- Silicone permanent creases and break-resistant melamine buttons ensure an always sharp look
- Collars, epaulets, pocketflaps and cuffs are reinforced to ensure extended wear no matter the conditions
- Pleated pockets have scalloped flaps and hook-and-loop closures
- Badge tab with reinforced sling and eyelets
- Machine wash and dry for grab-and-go convenience
- Imported

GALLS

MENS BASE POLY S/S PERFORMANCE DUTY SHIRT

Item# SH917| *Mfg#* SU310Z

- Full comfort mechanical stretch built into fabric
- BASE POLYESTER FABRIC
- Zippered front closure
- Hidden chest pocket
- Stitched creases
- Hidden double pen pocket on the left chest pocket
- Removable microphone sling
- Shirt Retention System® designed to keep shirt tails in

SIZES:

- REG: S - 5XL

LENGTH:

- 20

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: December 30, 2015
To: All Offerors
From: Robin Barrett-Robinson, Senior Buyer
Subject: Solicitation #15-P044R –Police Uniform Supplies

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 That information can be found in the solicitation document.

Q-2 Soft copy of the Tender Document through email?

A-2 The solicitation and related documents can be found on our website, www.charleston-sc.gov.

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

A-3 Any vendor that meets the qualifications, has the ability to submit a proposal.

Q-4 Information about the Tendering Procedure and Guidelines?

A-4 All information needed on the requirements of submitting a proposal for this solicitation can be found in the solicitation document.

Q-5 Estimated budget for this purchase?

A-5 That information is not available.

Q-6 Any extension of Bidding Deadlines?

A-6 Not at this time.

Q-7 Any Addendum or Pre-Bid Meeting Minutes?

A-7 This is the 3rd Addenda and there are no Pre-Bid Meeting Minutes.

Q-8 **I don't see any quantities listed. Can you tell me where to find them?**

A-8 The quantities are listed on Attachment B – Uniform Specifications.

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.

Gallsillc	1/6/16
Name of Company	Date
Anthony Estep	Managed Account Rep
Authorized Representative	Title

EXHIBIT E

1340 Russell Cave Road
Lexington, KY 40505-3114
Ph: (859) 266-7227
Fax: (859) 269-3492
www.galls.com

Robin Barrett-Robinson | Senior Buyer
City of Charleston | Department of BFRC
Procurement Division
75 Calhoun Street, Suite 3500 | Charleston, SC 29401

Per our conversation, your alteration shop will be a subcontractor to Galls. We will set alterations up on your b2b (show you next week). They will directly bill Galls, and Galls pays the alteration shop directly.

Anthony Estep | Account Manager – GA & SC
1340 Russell Cave Road | Lexington, KY 40505 | 800.876.4242 ext. 2421
estep-anthony@galls.com

Jason Taran
Sr. Territory Sales Director
Best Uniforms|Galls
910-742-1244

4.)

City of Charleston

South Carolina

Department of Public Service

JOHN J. TECKLENBURG
Mayor

LAURA S. CABINESS, PE
Director

MEMORANDUM

To: Mayor John J. Tecklenburg and City Council

From: Laura S. Cabiness, P.E.

Date: May 15, 2016

Subject: 2016 Flood Mitigation Assistance (FMA) Grant

May 13, 2016, was the deadline to submit the 2016 Flood Mitigation Assistance (FMA) Grant to the State for consideration. The Department of Public Service, with assistance from our consultant Tetra Tech, Inc., submitted the grant electronically on Friday. This deadline was very short and the department and its consultant worked quickly to notify affected property owners, accept documents from interested property owners, and complete the grant application in just less than 7 weeks.

The FMA grant, if awarded, will provide funding for the purchase of Repetitive Loss and Severe Repetitive Loss properties, all which were damaged during the October 2015 flood event and most of which were also damaged during the August 2015 rain event prior to that. The Federal share requested for this project is $10,521,670.58 and the local match will be approximately $2,000,346.97, or approximately 16% of the total project which is estimated to be $12,522,017.55. We propose that the match will come from the Drainage Fund.

Most of the properties are located in the Church Creek Drainage Basin, but we also accepted requests from several properties located in the St. Andrews Drainage Basin and a few properties elsewhere. Studies of the area where these homes are located have indicated that there are no practical solutions or infrastructure modifications that can reduce the flood risk and eliminate the repetitive financial losses associated with flooding. Under this program the city will purchase the homes, demolish them, and maintain the land as open green space. It will be possible to use these areas for community space, but no houses may be constructed on the land once the property is purchased.

For the affected property owners this is a completely voluntary program. A property owner can back out at any time prior to closing on the sale of their property for any reason.

Next steps include a review by the State which will then make a recommendation to FEMA. These reviews are expected to take several months, and if awarded, we would be bringing the grant agreement back to City Council for approval most likely in the third or fourth quarter this year.

Please let me know if you have any additional questions.

2 George Street, Suite 2100, Charleston, SC 29401-3506 • Phone (843) 724-3754 • Fax (843) 973-7261

View Subapplicant

Subapplicant Information

Name of Subapplicant	City of Charleston, SC
State	SC
Type of Subapplicant	Local Government
Legal status, function, and facilities owned:	
State Tax Number:	
Federal Tax Number:	57-6000226
Other type name:	
Federal Employer Identification (EIN)	57-6000226
What is your DUNS Number?	077990786 -
Is Subapplication subject to review by Executive Order 12372 Process?	No. Program is not covered by E.O. 12372
Is the Subapplicant delinquent on any Federal debt?	No
Explanation:	

Go Back Close Window

View Contact

Contact

Authorized Subgrant Agent

Title	Ms.
First Name	Laura
Middle Initial	
Last Name	Cabiness
Title	Director
Agency/Organization	City of Charleston Department of Public Service
Address 1	2 George Street
Address 2	
City	Charleson
State	SC
ZIP	29401
Phone	843-724-3754 Ext.
Fax	
Email	cabinessl@charleston-sc.gov

Point of Contact

Title	Mr.
First Name	Donald
Middle Initial	
Last Name	Kunish
Title	
Agency/Organization	Tetra Tech Inc.
Address 1	2301 Lucien Way Suite 120
Address 2	
City	Maitland
State	FL
ZIP	32751
Phone	407-951-0272 Ext.
Fax	
Email	donald.kunish@tetratech.com

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View Community

Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information System database. When you are finished, click the *Save and Continue* button below.

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
SC	4554121	CHARLESTON, CITY OF	455412	Y	7	455412	1

Comments

Charleston is the oldest and second-largest city in the U.S. state of South Carolina, the county seat of Charleston County, and the principal city in the Charleston–North Charleston–Summerville Metropolitan Statistical Area. The city lies just south of the geographical midpoint of South Carolina's coastline and is located on Charleston Harbor, an inlet of the Atlantic Ocean formed by the confluence of the Ashley and Cooper Rivers.With a 2010 census population of 120,083 (and a 2014 estimate of 130,113), current trends put Charleston as the fastest-growing municipality in South Carolina. The population of the Charleston metropolitan area, comprising Berkeley, Charleston, and Dorchester Counties, was counted by the 2014 estimate at 727,689 – the third-largest in the state – and the 78th-largest metropolitan statistical area in the United States. There are approximately 109 square miles of land and 18.5 square miles of water included within the City. In 2010, the racial makeup of Charleston was 70.2% White, 25.4% African American, 1.6% Asian, and 1.5% of two or more races; in addition, 2.9% of the population was Hispanic or Latino.

Attachments

State	SC	
Community Name	CHARLESTON, CITY OF	
County Name	SOUTH CAROLINA	
County Code	CHARLESTON COUNTY	
City Code	455412	
FIPS Code	019	Help
CID Number	455412	Help
CRS Community	Y	
CRS Rating	7	
State Legislative District	455412	
US Congressional District	1	
FIRM or FHBM available?	Yes	
Community Status	PARTICIPATING	Help
Community participates in NFIP?	Yes	
Date entered in NFIP	10-30-1970	
	08-07-2007	Help

View Mitigation Plan

Mitigation Plan

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201?	Yes

If Yes, please answer the following:

What is the name of the plan?	Charleston Regional Hazard Mitigation Plan
What is the type of plan?	Local MultiJurisdictional Multihazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	07-02-2013
Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan.	The proposed activity is consistent with the HMP Section 6, possible Activities and is consistent with the Prioritization criteria for mitigation. All of these items were considered when developing and considering this application: 1. Property affected by project is a repetitive loss property (flood). 2. Environmental considerations. 3. Property owners are in agreement with/support the project. 4. Jurisdiction is in agreement with/supports the project. 5. Project technical feasibility. 6. Use of the structure. 7. Historic nature of the property. 8. Location of the projects (e.g. spread projects across the region). 9. Nature of the structure (e.g. foundation type, framing type, reinforcement, etc.) 10. Ability of property owners to afford mitigation measure (lower income first). 11. Ability to recover expenditures (e.g. liens). 12. FEMA cost benefits analysis software used for ranking projects. 13. Other (e.g. need for assistance, area growth rate, available funds, meets regulatory requirements). In table 6.1 It also identifies areas for repetitive flooding : Additional preventive activities which may be considered by the jurisdictions in the Charleston County area include, but are not limited to, the following: • Considering areas subject to repetitive flooding for acquisition for parks and other permanent open space.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted?	No

If Yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201?	Yes

If Yes, please answer the following:

What is the name of the plan?	South Carolina Hazard Mitigation Plan
What is the type of plan?	Enhanced State Multi-hazard Mitigation Plan
When was the current multihazard mitigation plan approved by FEMA?	10-01-2013

Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan.	The proposed project is consistent with all of the goals of the State Hazard Mitigation Plan: The following goals have been identified by the ICC to provide direction for future mitigation funding and actions in South Carolina: Goal #1: Implement policies and projects designed to reduce or eliminate the impacts of hazards on people and property. Goal #2: Obtain resources necessary to reduce the impact of hazards on people and property. Goal #3: Enhance training, education, and outreach efforts focusing on the effects of hazards, importance of mitigation, and ways to increase resiliency. Goal #4: Collect and utilize data, including conducting necessary studies and analyses, to improve policymaking and identify appropriate mitigation projects. Goal #5: Improve interagency coordination and planning to reduce the impact of hazards on people and property. Goal #6: Enhance compliance capabilities in order to reduce the impacts of hazards on people and property. Goal #7: Enhance and encourage the use of natural resource protection measures as a means to reduce the impacts of hazards on people and property

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

2014-2015 Charleston Regional Hazard Mitigation Plan.pdf

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View Scope of Work (Page 1 of 3)

Scope of Work (Page 1 of 3)

Title of your proposed activity (should include the type of activity and location):

City of Charleston FMA Acquisition Application

Hazard(s) Identified to be mitigated:

Coastal Storm, Hurricane, Dam/Levee Break, Mud/Landslide, Severe Storm(s), Flood

Proposed types of Mitigation Activity(ies):

Activity Code	Activity Name
200.1	Acquisition of Private Real Property (Structures and Land) - Riverine

If Other or Miscellaneous selected above, please specify:

Provide a clear and detailed description of your proposed activity:

As a result of frequent storms, localized flooding and heavy rain events, many homes in the City of Charleston have experienced extensive and severe flood damages. Taking into account owner interest in acquisition, prior flood losses, depth in the floodplain, and cost-benefit analysis (using Pre-Calculated Benefits data provided by the Federal Emergency Management Agency [FEMA]), the City identified 45 properties for this application that were eligible and interested in an offer for the City to acquire their property to mitigate future flooding risk. These homes will be purchased, demolished to return the property back to green space and will be maintained by the City of Charleston in perpetuity. Properties are located within the Special Flood Hazard Area floodplain and have experienced chronic and repetitive flood damages to their properties.

Is there construction in this project?

Y

Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc., should be attached:

A majority of the projects to be mitigated are located in the Church Creek River Basin, and other areas throughout the City that are floodprone . All of the Two Loch property addresses are townhomes that are attached to each other and are located in the same neighborhood. Please see attached documentation per property for location maps, latitude and longitude calculations and FIRM maps.

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View Properties

Acquisition of Private Real Property (Structures and Land) - Riverine (200.1)

Property Owner's Name	Address of Property to be Mitigated	City	ZIP	NFIP	Policy #	FMA Repetitive Loss	FMA Severe Repetitive Loss	
Dave Hale	21 MOWLER Ct	Charleston	29414 - 7361	Yes	RL00018156	No	No	55
Alison Ozyurt	23 Mowler Dr	Charleston	29414 - 7361	Yes	RL00039307		Yes	55
Joseph Carter	306 CURTISS Ave	Charleston	29407	Yes	4000054280			55
William Billings	54 WOLK Dr	Charleston	29414	Yes	RL00014028			55
Richard Osborne	202 TWO LOCH Pl	Charleston	29414	Yes	4000272877			55
Judith Goldsmith	206 TWO LOCH Pl	Charleston	29414	Yes	8704380983			55
Donna Perry	208 TWO LOCH Pl	Charleston	29414	Yes	0FLD289290			55
Elizabeth Deaton	210 TWO LOCH Pl	Charleston	29414	Yes	8704674445			55
Matthew Corson	256 GULLANE Dr	Charleston	29414	Yes	086146970F			55
Gladys McLeod	302 TWO LOCH Pl	Charleston	29414	Yes	SF00177904			55
David Reeg	306 TWO LOCH Pl	Charleston	29414	Yes	0FLD265985			55
Christina Correale	312 TWO LOCH Pl	Charleston	29414	Yes	094001880F			55
Nicole Ewing	32 OAK FOREST Dr	Charleston	29407 - 7077	Yes	8705644962			55
Ted Yeager	404 TWO LOCH Pl	Charleston	29414	Yes	4100144130			55
Ann Tinley	406 TWO LOCH Pl	Charleston	29414	Yes	FLD259851			55
Robert Lewe		Charleston	29414	Yes	046129973F			

	408 TWO LOCH Pl					55'
Alison MacLeod	410 TWO LOCH Pl	Charleston	29414	Yes	SF00720273	55'
William McGurk	412 TWO LOCH Pl	Charleston	29414	Yes	SF00790825	55'
Steve Margolis	502 TWO LOCH Pl	Charleston	29414	Yes	4806064941	55'
Andrew Smith	506 TWO LOCH Pl	Charleston	29414	Yes	0FLD260794	55'
Jane Cole	510 TWO LOCH Pl	Charleston	29414	Yes	0020061222	55'
Ray Austin	602 TWO LOCH Pl	Charleston	29414	Yes	8001119521	55'
Laura Zimmerman	604 TWO LOCH Pl	Charleston	29414	Yes	097680102F	55'
John Knipper	606 TWO LOCH Pl	Charleston	29414	Yes	8705602491	55'
Stacey Ribble	63 WOLK Dr	Charleston	29414	Yes	4000055227	55'
William Hillburn	104 TWO LOCH Pl	Charleston	29414	Yes	6600026336	55'
William Hillburn	106 TWO LOCH Pl	Charleston	29414	Yes	9904723778	55'
Ruth Mitchell	1105 KEATS Rd	Charleston	29407	Yes	8704951433	55'
Benjamin Brown	19 DARCY Ct	Charleston	29414	Yes	8705249171	55'
Anne McEvoy	204 TWO LOCH Pl	Charleston	29414	Yes	4000526570	55'
Jamie Johnson	21 DARCY Ct	Charleston	29414	Yes	8705127667	55'
Everard Rutledge	2911 WINNERS Cir	Charleston	29414	Yes	2807057902	55'
Eleanor Shepard	2971 DONCASTER Dr	Charleston	29414	Yes	FL09012519	55'
Evans Lee	2980 DONCASTER Dr	Charleston	29414	Yes	AB00197783	55'
Ruth Theis	304 TWO LOCH Pl	Charleston	29414	Yes	3801409206	55'

FLORENCE CHRUSZ	308 TWO LOCH Pl	Charleston	29414	Yes	FL09015051	55
Timothy Linker	39 OAK FOREST Dr	Charleston	29407 - 7078	Yes	0168391603	55
Hazel Garvin	43 OAK FOREST Dr	Charleston	29407 - 7032	Yes	5000351030	55
Elizabeth Ulmer	402 TWO LOCH Pl	Charleston	29414	Yes	0FLD316847	55
Ferdinando Garbani	504 TWO LOCH Pl	Charleston	29414	Yes	SF00635965	55
Daniel McKellar	310 TWO LOCH Pl	Charleston	29414	Yes	8705556420	55
Curnis King	508 TWO LOCH Pl	Charleston	29414	Yes	4000649240	55
Angela Dinenna	608 TWO LOCH Pl	Charleston	29414	Yes	FLR2102844759	55
Donald Newburn	61 WOLK Dr	Charleston	29414 - 7358	Yes	5051471521	55
JENIFER MORGENSTERN	717 SHELLEY Rd	Charleston	29407	Yes	1150866858	55
Marlene Klein	212 TWO LOCH Pl	Charleston	29414	Yes	044926381F	55

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Schedule

Enter Work Schedule

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Grant Award Date	1	DAYS	1	DAYS	FEMA notifies Subapplicant of Award
Notify Homeowners of Impending Grant Approval	1	WEEKS	1	WEEKS	Sub Applicant
Contract for Title and Demo Services	8	DAYS	60	DAYS	Sub Applicant
Conduct Appraisals	60	DAYS	30	DAYS	Appraisal Company
Develop Data for Determining Compensation for all homeowners	90	DAYS	60	DAYS	Sub Applicant
Prepare Determination of Compensation and Offer to Sell Packages to Homeowners	150	DAYS	60	DAYS	Sub Applicant
Present Offers to Homeowners	210	DAYS	90	DAYS	Title Company and Sub Applicant
Prepare Deeds, Perform Closure and Title Transfer	300	DAYS	90	DAYS	Title Company and Sub Applicant
Demolition and Debris Removal within 90 days of Closing for all properties	390	DAYS	60	DAYS	Demolition Contractors, overseen by Sub Applicant
Property and Grant Closeout	450	DAYS	45	DAYS	Sub Applicant, Applicant and FEMA

Estimate the total duration of the proposed activity: 495 DAYS

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View Cost Estimate

200.1 - Acquisition of Private Real Property (Structures and Land) - Riverine

Federal Share: $ 10,521,670.58

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost ($)	Cost Estimate ($)
Demolition Expenses Per Property	Construction And Project Improvement	46.00	Each	$ 20,000.00	$ 920,000.00
Fair Market Value of All Structures	Land, Structures, Right-of-way	1.00	Each	$ 10,096,750.00	$ 10,096,750.00
Pre-Award Expenses	Preliminary Expense	46.00	Each	$ 625.00	$ 28,750.00
Title Services, Warranty Deed and Title Commitment	Architectural Engineering Basic Fees	46.00	Each	$ 3,500.00	$ 161,000.00
Estimated Closing Costs (2% Purchase Price) all	Administrative Expense	1.00	Each	$ 201,935.00	$ 201,935.00
Demolition Permitting	Demolition And Removal	46.00	Each	$ 600.00	$ 27,600.00
Appraisals	Administrative Expense	46.00	Each	$ 700.00	$ 32,200.00
Enviromental Inspections Asbestos Abatement	Demolition And Removal	1.00	Each	$ 227,496.00	$ 227,496.00
Per Parcel Property Closing Administration, Demo O	Administrative Expense	46.00	Acre	$ 5,000.00	$ 230,000.00
5% Project Administration Expenses	Administrative Expense	1.00	Each	$ 596,286.55	$ 596,286.55
				Total Cost	$ 12,522,017.55

Total Project Cost Estimate: $ 12,522,017.55

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View Cost Share

	Cost Share	
Activity Cost Estimate	$ 12,522,017.55	
Federal Share Percentage	84.02536203%	
Non-Federal Share Percentage	15.97463797%	
	Dollars	Percentage
Proposed Federal Share	$ 10,521,670.58	84.02536203%
Proposed Non-Federal Share	$ 2,000,346.97	15.97463797%

Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type	Amount ($)	Action
Local Agency Funding	City of Charleston	Administration	$ 2,000,346.97	View Details
		Grand Total	**$ 2,000,346.97**	

If you would like to make any comments, please enter them below.

Attachments

Charleston Cost Share Letter.docx

Funding Source	Local Agency Funding
Name of Funding Source	City of Charleston
Funding Type	Administration
Amount	$ 2,000,346.97
Date of availability	
Funds commitment letter date	
Attachment (funds commitment letter)	Copy of Coc Project Budget Final_LD 5.12.16.xlsx City of Charleston Budget Descriptions.docx Cost Effectiveness for Acquisitions and Elevations Document.pdf

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View Cost Effectiveness

Cost Effectiveness

Attach the Benefit Cost Analysis (BCA), if completed for this project

City of Charleston Budget Descriptions.docx
Cost Effectiveness for Acquisitions and Elevations Document.pdf

Net Present Value of Project Benefits (A)	$ 276000.0
Total Project Cost Estimate (B)	$ 272217.77
What is the Benefit Cost Ratio for the entire project (A/B)?	1.01

If you would like to make any comments, please enter them below.

City Utilizing SFHA Pre-Calculated Benefits Memo, Cumulative BCA is under 276,000.00. Please see attached memo and budget/bca descriptions

Attachments:

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- ✓ A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location
- ✓ The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- ✓ A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.

- ✓ Attached materials or additional comments.

Comments:

Project will consist of the demolition and grading of the lot only, ground disturbance will be limited to returning the property to green space. All land is zoned as residential. SHPO will be consulted prior to grant approval.

Attachments:

C. Endangered Species Act and Fish and Wildlife Coordination Act

* 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? Yes

If Yes, you must confirm that you have provided the following:

- ✓ Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.

- ✓ Attached materials or additional comments.

Comments:

US Fish and Wildlife will be notified prior to grant approval. No known endangered species exist in the project area, however species exist in areas of the state. City will follow all USFW directions pertaining to the demolition and acquisition of these properties. Please see the attached report from USFW service. Once the City receives a response, that information will be forwarded to SCDNR.

* 2. Does your project remove or affect vegetation? Yes

If Yes, you must confirm that you have provided the following:

- ✓ Description of the amount (area) and type of vegetation to be removed or affected.

☑ A site map showing the project area and the extent of vegetation affected.

☑ Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Attached materials or additional comments.

Comments:

US Fish and Wildlife will be notified prior to grant approval. Only vegetation will be removed that is necessary to return the property to green space will be removed. No known endangered species exist in the project area, however species exist in areas of the state. City will follow all USFW directions pertaining to the demolition and acquisition of these properties. Please see the attached report from USFW service. Once the City receives a response, that information will be forwarded to SCDNR

* 3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? No

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).

Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect

A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

☑ Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.

☑ Attached materials or additional comments.

Comments:

US Army Corps of Engineers will be notified and a review requested prior to grant approval. No known properties will be demolished within 200 ft of waterway or body of water. City will follow all USACE directions pertaining to the demolition and acquisition of these properties. Once the City receives a response from USACE, that information will be forwarded to SCDNR

Attachments:

Listed species believed to or known to occur in South Carolina.pdf

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

* 1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? No

If Yes, you must confirm that you have provided the following:

Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

✓ Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.

Evidence of alternatives considered to eliminate or minimize impacts to wetlands.

✓ Attached materials or additional comments.

Comments:

US Army Corps of Engineers will be notified and a review requested prior to grant approval. No known properties will be demolished within areas designated as wetlands. City will follow all USACE directions pertaining to the demolition and acquisition of these properties. Once the City receives a response from USACE, that information will be forwarded to SCDNR

Attachments:

E. Executive Order 11988 (Floodplain Management)

* 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? Yes

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

Yes, all properties lie within the designated 100 year floodplain or special flood hazard area (SFHA). Please see attached FIRM maps for property location. Please see narrative for all items pertaining to 44 CFR 9.6 and for the City's decision making process.

* 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.

Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).

Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.

Attached materials or additional comments.

Comments:

Please see project narrative and request for review from USACE.

Attachments:

F. Coastal Zone Management Act

* 1. Is the project located in the State's designated coastal zone? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.

Attached materials or additional comments.

Comments:

Attachments:

G. Farmland Protection Policy Act

* 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? No

Comments:

No, All properties proposed for this project are residential and will be converted to green space.

Attachments:

H. RCRA and CERCLA (Hazardous and Toxic Materials)

* 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Comments and any relevant documentation.

Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

Attached materials or additional comments.

Comments:

No Hazard presently identified for the scope of work for this project.

* 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Comments and any relevant documentation.

Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

Attached materials or additional comments.

Comments:

No Hazard presently identified for the scope of work for this project.

* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Comments and any relevant documentation.

Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

Attached materials or additional comments.

Comments:

No Hazard presently identified for the scope of work for this project.

* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

Comments and any relevant documentation.

Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

Attached materials or additional comments.

Comments:

No Hazard presently identified for the scope of work for this project.

Attachments:

Enviromental Narrative.docx

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? No

If Yes, you must confirm that you have provided the following:

Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.

✓ Attached materials or additional comments.

Comments:

proposed project is consistent with land use in the area and will help the City tobecome more disaster resistant. The acquisition of floodprone and flood damaged properties that are under the threat of flooding will have a positive net impact on the life, health, and safety of those individuals directly affected. Also, those homeowners would be protected from the financial hardship brought about by repeated flooding. Emergency relief agencies may realize a slightly reduced demand for post-flood recovery services because of fewer households subject to flooding. The overall land use and socioeconomic effect of the project will be positive.

Attachments:

J. Other Environmental/Historic Preservation Laws or Issues

* 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

* 2. Are there controversial issues associated with this project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

* 3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? Yes

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

Yes, the City advertised the public meeting through the media outlets on April 27,2016. The general public was allowed to come to this meeting and voice their comments and concerns. The City also sent letters out to over 100 homeowners in the area. The City plans to submit a Public Notice upon award and will meet all requirements of the Grant Process.

Attachments:

Letter to Homeowners Notifying them of Buyout.pdf

K. Summary and Cost of Potential Impacts

* 1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? Yes

If Yes, you must confirm that you have:

- ✓ Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.
- ✓ Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
- ✓ Considered alternatives that could minimize both the impacts and the cost of the project.
- ✓ Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:

The proposed project is best for the community, allowable with land use in the area and will help the City to become more disaster resistant. The proposed project will have an effect on land currently used as residential developments. The project would have no adverse effects on any lands considered prime or unique farmlands. After acquisition, land and property will be utilized as green space and maintained by the City of Charleston. The Acquisition of these that are under the threat of flooding will have a positive net impact on the life, health, and safety of those individuals directly affected. These homeowners would be protected from the financial hardship brought about by repeated flooding, the NFIP would save by not paying future flood claim payments and emergency relief agencies may realize a slightly reduced demand for post-flood recovery services because of fewer households subject to flooding. The overall land use and socioeconomic effect of the project will be positive. The project will have no negative effect on air quality, nor will it require any dredging and/or disposal of any material (including construction) in any wetlands or waterways. Although all agencies will be notified, it is not anticipated that the project will require a U.S. Army Corps of Engineers (USACE) Section 11 or Section 404 permit. The project will not negatively affect any current declared wild and scenic river or any river being studied for inclusion as a wild and scenic river. Since the properties will be returning to green open space, it is expected that there will be no negative effects on natural resources.

Although SHPO will be contacted, there are no known historical resources that will be affected by the proposed project. South Carolina SHPO has been properly notified of all properties that may have historical significance. There are no known underground storage tanks, hazardous building materials, hazardous waste sites, or any other hazardous materials present. The same applies to all alternatives considered.

Attachments:

Go Back | Close Window

View Environmental/Historic Preservation Information

A. National Historic Preservation Act - Historic Buildings and Structures

* 1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? Yes

If Yes, you must confirm that you have provided the following:

- ✓ The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
- ✓ A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
- ✓ A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property (s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.

Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.

For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.

Attached materials or additional comments.

Comments:

Please see attached spreadsheet for years of construction, lat longs and maps. SHPO will be consulted prior to grant approval.

Attachments:

B. National Historic Preservation Act - Archeological Resources

* 1. Does your project involve disturbance of ground? Yes

If Yes, you must confirm that you have provided the following:

View Evaluation

Evaluation

By checking the *Not Applicable* box and not providing the information in this section, I understand that this application may not be selected for the Pre-Disaster Mitigation - Competitive Grant Program (PDMC) nor Legislative Pre-Disaster Mitigation Program (LPDM).	Complete ✓ Not applicable

Go Back | Close Window

View Assurances and Certifications

Assurances and Certifications

Please click the link in the status column to view forms.

Forms	Status
Part II: Assurances **Construction** Programs.	Complete
Part II: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.	Complete
Part III: SF-LLL, Disclosure of Lobbying Activities (**Complete only if applying for a grant of more than $100,000 and have lobbying activities using Non-Federal funds. See the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements form for lobbying activities definition.**)	Not Applicable

Go Back | Close Window

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2014

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	* TITLE
Laura L. C.	Director of Public Service
* APPLICANT ORGANIZATION	* DATE SUBMITTED
City of Charleston, South Carolina	Completed on submission to Grants.gov5/13/16

View Comments and Attachments

Name of Section	Comment	Comments and Attachments
Application Level	Please see Project Documents	
Community	Charleston is the oldest and second-largest city in the U.S. state of South Carolina, the county seat of Charleston County, and the principal city in the Charleston–North Charleston–Summerville Metropolitan Statistical Area. The city lies just south of the geographical midpoint of South Carolina's coastline and is located on Charleston Harbor, an inlet of the Atlantic Ocean formed by the confluence of the Ashley and Cooper Rivers.With a 2010 census population of 120,083 (and a 2014 estimate of 130,113), current trends put Charleston as the fastest-growing municipality in South Carolina. The population of the Charleston metropolitan area, comprising Berkeley, Charleston, and Dorchester Counties, was counted by the 2014 estimate at 727,689 – the third-largest in the state – and the 78th-largest metropolitan statistical area in the United States. There are approximately 109 square miles of land and 18.5 square miles of water included within the City. In 2010, the racial makeup of Charleston was 70.2% White, 25.4% African American, 1.6% Asian, and 1.5% of two or more races; in addition, 2.9% of the population was Hispanic or Latino.	
Mitigation Plan		2014-20
Scope of Work	Please reference Repetitive Loss and Severe Repetitive Loss Lists for further information on Claim History and other NFIP Data.	All polici RL List - All claim SRL List RL List-
Cost Share		Charlest Cost Eff City of C
Cost Effectiveness	City Utilizing SFHA Pre-Calculated Benefits Memo, Cumulative BCA is under 276,000.00. Please see attached memo and budget/bca descriptions	Copy of City of C Cost Eff
Evaluation		Property Property Sample Property Property Stateme Property
EHP - A - National Historic Preservation Act - Historic Buildings and Structures		

Please see attached spreadsheet for years of construction, lat longs and maps. SHPO will be consulted prior to grant approval.

EHP - B - National Historic Preservation Act - Archeological Reources

Project will consist of the demolition and grading of the lot only, ground disturbance will be limited to returning the property to green space. All land is zoned as residential. SHPO will be consulted prior to grant approval.

EHP - C - Endangered Species Act and Fish and WildLife Coordination Act

US Fish and Wildlife will be notified prior to grant approval. No known endangered species exist in the project area, however species exist in areas of the state. City will follow all USFW directions pertaining to the demolition and acquisition of these properties. Please see the attached report from USFW service. Once the City receives a response, that information will be forwarded to SCDNR.

Listed sp

EHP - D - Clean Water Act, Rivers and Harbors Act, and Executive Order 11990

US Army Corps of Engineers will be notified and a review requested prior to grant approval. No known properties will be demolished within areas designated as wetlands. City will follow all USACE directions pertaining to the demolition and acquisition of these properties. Once the City receives a response from USACE, that information will be forwarded to SCDNR

EHP - E - Executive Order 11988 (Floodplain Management)

Yes, all properties lie within the designated 100 year floodplain or special flood hazard area (SFHA). Please see attached FIRM maps for property location. Please see narrative for all items pertaining to 44 CFR 9.6 and for the City's decision making process.

EHP - G - Farmland Protection Policy Act

No, All properties proposed for this project are residential and will be converted to green space.

Environm

EHP - H - RCRA and CERCLA (Hazardous and Toxic Materials)	No Hazard presently identified for the scope of work for this project. ---------- No Hazard presently identified for the scope of work for this project.	
EHP - I - Executive Order 12898	proposed project is consistent with land use in the area and will help the City tobecome more disaster resistant. The acquisition of floodprone and flood damaged properties that are under the threat of flooding will have a positive net impact on the life, health, and safety of those individuals directly affected. Also, those homeowners would be protected from the financial	
EHP - J - Other Environmental/Historic Preservation Laws or Issues	Yes, the City advertised the public meeting through the media outlets on April 27,2016. The general public was allowed to come to this meeting and voice their comments and concerns. The City also sent letters out to over 100 homeowners in the area. The City plans to submit a Public Notice upon award and will meet all requirements of the Grant Process.	Letter to
EHP - K - Summary and Cost of Potential Impacts	The proposed project is best for the community, allowable with land use in the area and will help the City to become more disaster resistant. The proposed project will have an effect on land currently used as residential developments. The project would have no adverse effects on any lands considered prime or unique farmlands. After acquisition, land and property will be utilized as green space and maintained by the	

Go Back Close Window

View FEMA Grants Application

Attachments

Executed SF424.pdf

Go Back | Close Window

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
05/12/2016	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Charleston

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
57-6000226	0779907860000

d. Address:

* Street1:	80 BROAD STREET
Street2:	
* City:	CHARLESTON
County/Parish:	
* State:	SC: South Carolina
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	29401-0304

e. Organizational Unit:

Department Name:	Division Name:
DEPARTMENT OF PUBLIC SERVICE	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:		* First Name:	LAURA
Middle Name:			
* Last Name:	CABINESS		
Suffix:			

Title: DIRECTOR OF PUBLIC SERVICE

Organizational Affiliation:

* Telephone Number:	843 724 3754	Fax Number:	

* Email: CABINESSL@CHARLESTON-SC.GOV

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify)

*** 10. Name of Federal Agency:**

FEDERAL EMERGENCY MANAGEMENT AGENCY

11. Catalog of Federal Domestic Assistance Number:

97.029

CFDA Title:

FLOOD MITIGATION ASSISTANCE

*** 12. Funding Opportunity Number:**

DHS-16-MT-029-000-99

* Title:

FY 16 FLOOD MITIGATION ASSISTANCE

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

CITY OF CHARLESTON VOLUNTARY ACQUISITION AND DEMOLITION OF FLOODPRONE PROPERTIES

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 1
* b Program/Project: 1

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 03/15/2016
* b. End Date: 03/18/2018

18. Estimated Funding ($):

* a. Federal	10,521,670.58
* b. Applicant	
* c. State	
* d Local	2,000,346.97
* e Other	
* f Program Income	
* g TOTAL	12,522,017.55

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: | * First Name: LAURA

Middle Name:

* Last Name: CABINESS

Suffix:

* Title: DIRECTOR OF PUBLIC SERVICE

* Telephone Number: 843 724 3754 | Fax Number:

* Email: CABINESSL@CHARLESTON-SC.GOV

* Signature of Authorized Representative: Laura L. C. | * Date Signed: 5/13/2016

View Comments for FEMA

City of Charleston Department of Public Service

Contact Name:	Laura Cabiness	Address:	2 George Street	EIN: 57-6000226
Contact Phone:	843-724-3754 Ext.	City:	Charleson	Federal Share: $10,521,670.58 (84.02536203%)
Contact Email:	cabinessl@charleston-sc.gov	State:	SC	Non-Federal Share: $2,000,346.97
Contact Fax:		Zipcode:	29401	View Details

Comments for FEMA

comment

Go Back Close Window

COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor

FROM: Stephen A. Bedard **DEPT.** BFRC

SUBJECT: OFFICE OF CULTURAL AFFAIRS – THE JOANNA FOUNDATION

REQUEST: To approve the submission of a grant application to The Joanna Foundation in the amount of $5,000 for 2016 MOJA Arts Festival Educational Outreach Program

COMMITTEE OF COUNCIL: W&M **DATE:** May 24, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	Tianna P Cantwell	☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Office of Cultural Affairs	X	☐	[signature]	☐
Grants Manager	X	☐	Cherie-Ann Pate	☐

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
Office of Cultural Affairs

Scott Watson
Director

MEMORANDUM

TO: City Council Members
Department of Clerk of Council

FROM: Gordon Rooney, Development Manager, Office of Cultural Affairs

DATE: May 16, 2016

SUBJECT: The Joanna Foundation Grant Application

The Office of Cultural Affairs is applying for grant funds from the Joanna Foundation in the amount of $5,000 to be used toward the MOJA Arts Festival Educational Outreach Initiative. If awarded, grant funds will be used to bring artists into schools during the 2016 MOJA Arts Festival. In addition, grant funds will be used to help pay for ticket giveaways to underserved and at-risk populations so that we can make the festival experience accessible to all in our community. No City match required.

This application is due May 30, 2016. Due to a compressed timetable for this grant cycle for the Joanna Foundation grant committee, we did not have time to review and submit a completed grant application for Monday's Agenda meeting. We will complete the grant application this week and email or mail the completed application to each City Council Member for review before the next City Council meeting on May 24, 2016.

Please contact me if you have any questions regarding the above information. I can be reached via email at RooneyG@charleston-sc.gov or (843) 724-7295. Thank you.

75 CALHOUN STREET, SUITE 3800, CHARLESTON, SOUTH CAROLINA 29401
PHONE: (843) 724-7305 / FAX: (843) 720-3967
WEBSITE: www.charlestonarts.org EMAIL: CulturalAffairs@charleston-sc.gov

CPR COMMITTEE and/or COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor

FROM: Matt Compton / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM GRANT APPLICATION – ST. JULIAN DEVINE LANDSCAPING

REQUEST: Approval of an ORLP (Outdoor Recreation Legacy Partnership Program) Grant application for landscape improvements at the St. Julian Devine. This grant will provide $500,000 in funding, requiring a $500,453 match ($1,000,453 total). The proposed use of the projects funding would be to enhance the landscaping around the facility as well as provide additional site upgrades including a half-court basketball area, functional play lawn, increased playground space and new public plaza areas.

Committee of Council: Ways & Means **DATE:** May 24, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☐	☐		☐
Capital Projects Director	☒	☐		☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div: Parks – Capital Projects Acct # N/A

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

Project Number N/A

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to SCPRT. However, the fiscal impact will occur if the grant application is approved for award.

Mayor's Signature: John J. Tecklenburg, Mayor

SC DEPARTMENT OF PARKS, RECREATION & TOURISM

LAND & WATER CONSERVATION FUND

2016 Application for the Outdoor Recreation Legacy Partnership Program

CITY OF CHARLESTON, SC and
CHARLESTON PARKS CONSERVANCY

ST. JULIAN DEVINE COMMUNITY CENTER PARK REPLACEMENT

SUBMITTED TO:

SC Department of Parks, Recreation & Tourism
Office of Finance
1205 Pendleton Street, Room 517
Columbia, South Carolina 29201

APPLICATION CHECKLIST

☐ South Carolina ORLP Application:
Project Information
Financial Information
Budget and Timeline
County Information
Land Tenure information and Notice of Limitation of Use Assurance
Project Site & Maps (including 6(f)(3) Boundary map)

Please fill the following forms out and attach to the application. The forms and instructions are located at: http://www.nps.gov/lwcf/pub.htm

☐ Standard Form 424: Application for Federal Assistance

☐ Standard Form 424C: Budget Information for Construction Programs

LAND & WATER CONSERVATION FUND
2016 OUTDOOR RECREATION LEGACY PARTNERSHIP
GRANT APPLICATION

Project Title: St. Julian Devine Community Center Park Replacement

Project Type: Acquisition___ Development X

Grant Amount Requested: $ 500,000 50 % of total

(must be 50% or less of project total)

Total Project Cost: $ 1,000,435

Urbanized Area delineated by the Census Bureau: Charleston – North Charleston 15508

Urbanized Area's population: 548,404

Local Government Sponsor: City of Charleston, SC

Sponsor's population: 123,267

Sponsor's Address: City of Charleston, Capital Projects
823 Meeting Street
Charleston, SC 29403

Person responsible for project management: Matthew M. Compton

Address: 823 Meeting Street
Charleston, SC 29403

Telephone: 843-973-7210
Fax: 843-724-7300
E-mail: comptonm@charleston-sc.gov

This application was prepared by: Matthew M. Compton (Print Name) 843-973-7210 (Telephone)

(Signature) May 02, 2016 (Date)

Date Application Submitted to SCPRT: _____ Received by SCPRT: _____

Section I
Project Information

Project Narrative (Please address the following evaluation criteria):

- How the project will improve physical and recreational access and improve recreational deficiencies. Please provide a detailed description of the complete project, including all project activities regardless of the funding source.
- How the project improves recreation service to priority target groups (minorities, youth and or low to moderate income individuals or families).
- Project engagement and participation from the public, local governments and the private sector.
- How this project encompasses or exhibits innovation, especially in ways that can be transformative for the neighborhood/community.
- How this project meets an outdoor recreational need as identified in the current SC State Comprehensive Outdoor Recreational Plan (SCORP). A copy of the SCORP is available at http://www.scprt.com/tourism-business/outdoorrecreationplan.aspx
- Project readiness - describe the necessary actions/activities that will (or may) need to be undertaken prior, during or subsequent to this project to ensure that the project can begin promptly, be carried out in a timely manner, and achieve its goals.
- Applicant and Partner Capacity – provide information on any past grant/project management experience and on you and your partners' ability to implement and complete this project, as well as provide future maintenance and management.

Budget Narrative (Please address the following evaluation criteria):

- Specify the projected cost of each activity. Include the source of funds. Attach and reference engineering, architectural or other cost estimates, or cite the source or basis for project cost information.
- Identify any other public or private participants who may be involved in the project and how they are contributing (volunteer services, financial assistance, etc.).

Project Beneficiaries: (Required to meet SC Legislative reporting requirements)

- A projection of the **annual number of users/beneficiaries of the project**. Please explain the methodology used to obtain the numbers.

Section II
Financial Information

Funding:

List all sources of project funding and the amount committed by each for this project. Attach a letter of commitment from each funding source other than the applicant. The commitment letters should specify the amount of funds being provided, when the funds are available, and any restrictions or conditions for the use of the funds. For the applicant's commitment, attach a letter from the chief executive (or resolution if a county or city council is committing the funds) specifying the source of funds, when the funds are available and any restrictions or conditions for the use of the funds.

If a letter of commitment cannot be provided for any expected sources of funds, a rationale should be provided which explains why such a letter cannot be provided and states how funding for the project will be assured.

Note: Prior to requesting a disbursement of LWCF Grant monies, the applicant will be required to document that all other committed funds have been expended.

Source of Project Funding	Amount Committed	% of Total Project Cost
City of Charleston – Gen'l Fund Res.	$ 250,000	25 %
Charleston Parks Conservancy	$ 250,453	25 %
	$	%
	$	%
	$	%
	$	%
Amount of grant funds requested	$ 500,000	50 %
Total Project Cost	$ 1,000,435	100%

Section III
Project Budget and Timeline

Instructions: Identify and list each major task/activity associated with the proposed project. Darken the appropriate boxes for the quarter(s) during which the task/activity will take place (beginning to end). Fill in the estimated amount of funding needed for the completion of each project element listed. The source of any "other" funding for the project should be listed separately at the bottom of this form (show the total amount of funds being provided) and referenced by number. Projects are not to exceed the 24 month grant period.

Analyze the proposed project carefully. All elements of the project and any necessary funding must be identified. If necessary, attach additional information.		Project Period												LWCF Grant Funds	Other Funds: Amount and Source #
		2016				2017				2018					
Tasks/Activities		1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q	1Q	2Q	3Q	4Q		
	Example: Engineering													*$20,000*	*$20,000 (1)*
1	Select / contract with design firm													$ --	$ --
2	Engineering & permitting													$ 30,000	$ 30,000 (1)
3	Bidding / contract for construction													$ 1,000	$ 1,000 (1)
4	Demolition / rough site work													$ 245,000	$ 219,000 (1) $ 26,000 (2)
5	Park elements and site furnishings													$ 175,000	$ 175,000 (2), (3), (4)
6	Landscape elements													$ 49,000	$ 49,435 (4), (5), (6)
7														$	$
8														$	$
9														$	$
10														$	$
11														$	$
12														$	$
													Total LWCF	$ 500,000	
													Total funds from other sources		$ 500,435
													Total project cost	$	

Example: (1) Local Recreation District $20,000

(1) City of Charleston GF Reserves – ($250,000)

(2) Charleston Parks Conservancy – Chalsty ($100,159)

(3) CPC – Speedwell ($100,000)

4) CPC – Shipyard Creek ($10,000)

(5) CPC – SC Ports Authority ($10,000)

(6) CPC – Pending donations ($30,276)

Section IV
County Information

Please provide the following information about the County:

County: Charleston

State Senate District 42 Senator Marlon E. Kimpson
State Senate District 41 Senator Paul Thurmond
State House District 111 Representative Wendell G. Gilliard
State House District 110 Representative Harry. B. "Chip" Limehouse III
State House District 109 Representative David J. Mack, III
State House District 113 Representative J. Seth Whipper

Congressional District: 1 Congressman Mark Sanford
Congressional District: 6 Congressman James Clyburn

Council of Government (COG): Berkeley – Charleston - Dorchester

Section V
Land Tenure Information

1. Ownership

For all development projects, the land must be under fee simple ownership by the local government. For acquisition projects, the land to be acquired must be under fee simple ownership by the local government prior to project close-out.

For Development projects, please attach a copy of the deed and a title opinion stating that the project sponsor has a fee simple interest in the property to be assisted.

Please explain any outstanding rights held by others (easements, right-of-ways, mineral rights, etc.) and how they will affect the project (attach additional pages if necessary):

For Acquisition projects, please attach a copy of an appraisal that has been prepared according to Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) for each piece of property to be acquired. The applicant may not apply for grant funds for more than half of the appraised value of the property.

2. "Limitation of Use" Assurance

The following "Notice of Limitation of Use" assurance form must be signed by the applicant's Chief Administrative or Elected Official (i.e. mayor, council chair, city or county administrator), and if the project is approved for an LWCF grant, the assurance must be made a part of the project site's public property records. *(Do not assume that the limitation was previously recorded on older LWCF projects.)* The "Limitation of Use" assures that the property described in the application and the 6(f)(3) Boundary Map has been acquired and/or developed with Land & Water Conservation Fund monies and **will be restricted in perpetuity to only public outdoor recreation purposes.**

H238 ~~H238~~ 23

To
The City Council of Charleston SC

Book H. 38—No. 416—TITLE BY THE SHERIFF—DELINQUENT LAND SALES

THE STATE OF SOUTH CAROLINA,
COUNTY OF Charleston

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, by an Act of the General Assembly of the State of South Carolina, entitled "An Act in Relation to Forfeited Lands, Delinquent Lands, and Collection of Taxes," approved December 24, 1887, and Acts amendatory thereof it is provided that hereinafter, immediately upon the expiration of the time allowed by the law for the payment of taxes in any year, the County Treasurer of each County shall, and is hereby authorized and directed, to issue in the name of the state a warrant of execution, in duplicate, against each defaulting taxpayer in his County signed by him in his official capacity, directed to the Sheriff of his County or his lawful deputy, requiring and commanding him to levy the same by distress and sale of so much of the defaulting taxpayer's estate, real or personal, or both, as may be sufficient to satisfy the taxes, State, school, County and Special of such defaulter specifying therein the aggregate amount of all of his taxes as well as the amount to each fund; and

WHEREAS, it is further provided by said Act, and Amendatory Acts, that under and by virtue of said warrant or execution, the Sheriff shall seize and take exclusive possession of so much of the defaulting taxpayer's estate, real or personal, or both, as may be necessary, to raise the sum of money mentioned therein, and the charges thereon, and after due advertisement sell the same before the Court House door of the County, on a regular salesday, and within the usual hours for public sales, for cash, give to the purchaser (upon his complying with the terms of sale) a receipt for the purchase money, but not make title to the purchaser until the expiration of twelve months from the day of sale, if the property sold, be not redeemed as therein provided, and annex said receipt with the duplicate warrant with the endorsement thereon of his action thereunder, and

WHEREAS, William J. Leonard the County Treasurer of Charleston County has issued his warrant, directed to me, by authority of said Act, against The Atlantic Investment Company defaulting tax-payer of said County, strictly charging and commanding me, as Sheriff of said County, to levy by distress and sale of the personal property, and if sufficient personal property cannot be found, then by distress and sale of the land of the said The Atlantic Investment Company defaulter, in the sum of One hundred forty four & 88/100 Dollars, and with all other costs Dollars, charges thereof; and

NOTICE

THIS PAGE COULD NOT BE ADEQUATELY PHOTOGRAPHED DUE TO THE ADHESIVES USED ON THE ORIGINAL RECORD.

WHEREAS, by virtue of said warrant or execution, I Joseph M. Poulnot of the County and State aforesaid, did on the Sixth day of September 19 32, seize and take possession of The Atlantic Investment Company property, hereinafter described, and on the sales day of the day of November, in the year 19 32, during the usual hours of sale after due advertisement sell the same to The City Council of Charleston, South Carolina, the purchaser, and the highest bidder at such sale, the sum of Two hundred and Seventy One and no/100 Dollars, and a receipt for said purchase money to it and

WHEREAS, twelve months have elapsed since the date of said sale, and the said Atlantic Investment Company the defaulting taxpayer or other parties interested after due notice have failed to redeem said land so sold for taxes.

Now, THEREFORE, I Joseph M. Poulnot Sheriff of said County, in consideration of premises, and the sum of Two hundred Seventy One & no/100 Dollars, paid by the said The City Council of Charleston, South Carolina, granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said The City Council of Charleston, South Carolina,

ALL those Fifteen (15) lots, pieces or parcels of land with any buildings thereon, situate, lying and being in the City of Charleston, State and County aforesaid and known as lots Numbers 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 on a plat showing the subdivision of property for The Woodside Realty Corporation made by Richard C. Rhett Surveyor, on February 4th, 1927, said plat recorded March 19th, 1929, in Plat book H page 28 in the R.M.C. Office for Charleston County. Said property bounded on the North by Cooper Street, on the East by Bay Street, on the West by Drake Street.

May

William J. Leonard

H-238-24

Charleston, S.C. January 9th 1935.

RECEIVED of The City Council of Charleston, South Carolina
Two hundred and a twenty one and no/100 Dollars
To cover payment of accepted bid on property sold on Nov 7, 1933
for state and county taxes in the name of The Atlantic Investment
Co 15 lots - Bay Drake and Cooper Sts Charleston, S.C.
$271.00

J. M. Poulnot
Sheriff C.C.

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises hereby granted, with the appurtenances unto the said The City Council of Charleston, South Carolina, its successors and assigns forever, according to the form, force and effect of the laws and usages of the State of South Carolina in such cases made and provided.

WITNESS my hand and seal, this Ninth day of January in the year of our Lord one thousand nine hundred and Thirty four, and in the One hundred & Fifty eighth year of the Independence of the United States of America.

Signed, Sealed and Delivered in the Presence of us:

Edward H. Boinest
Effie S. Linder

Joseph M. Poulnot
Sheriff of Charleston County, S C

(SHERIFF'S SEAL OF)
(J.M. POULNOT)

THE STATE OF SOUTH CAROLINA,
Charleston County.

PERSONALLY APPEARED BEFORE ME Edward H. Boinest
and made oath that he saw the above named Joseph M. Poulnot
Sheriff of the County of Charleston sign, seal and, as his act and deed, deliver the above Deed of Conveyance; and that he, with Effie S. Linder witnessed the execution thereof.

SWORN before me this Ninth
day of January A. D. 1934
Frank J. Simmons
Notary Public for S.C.

Edward H. Boinest

(NOTARIAL SEAL OF)
(FRANK J. SIMMONS)
(NP SC)

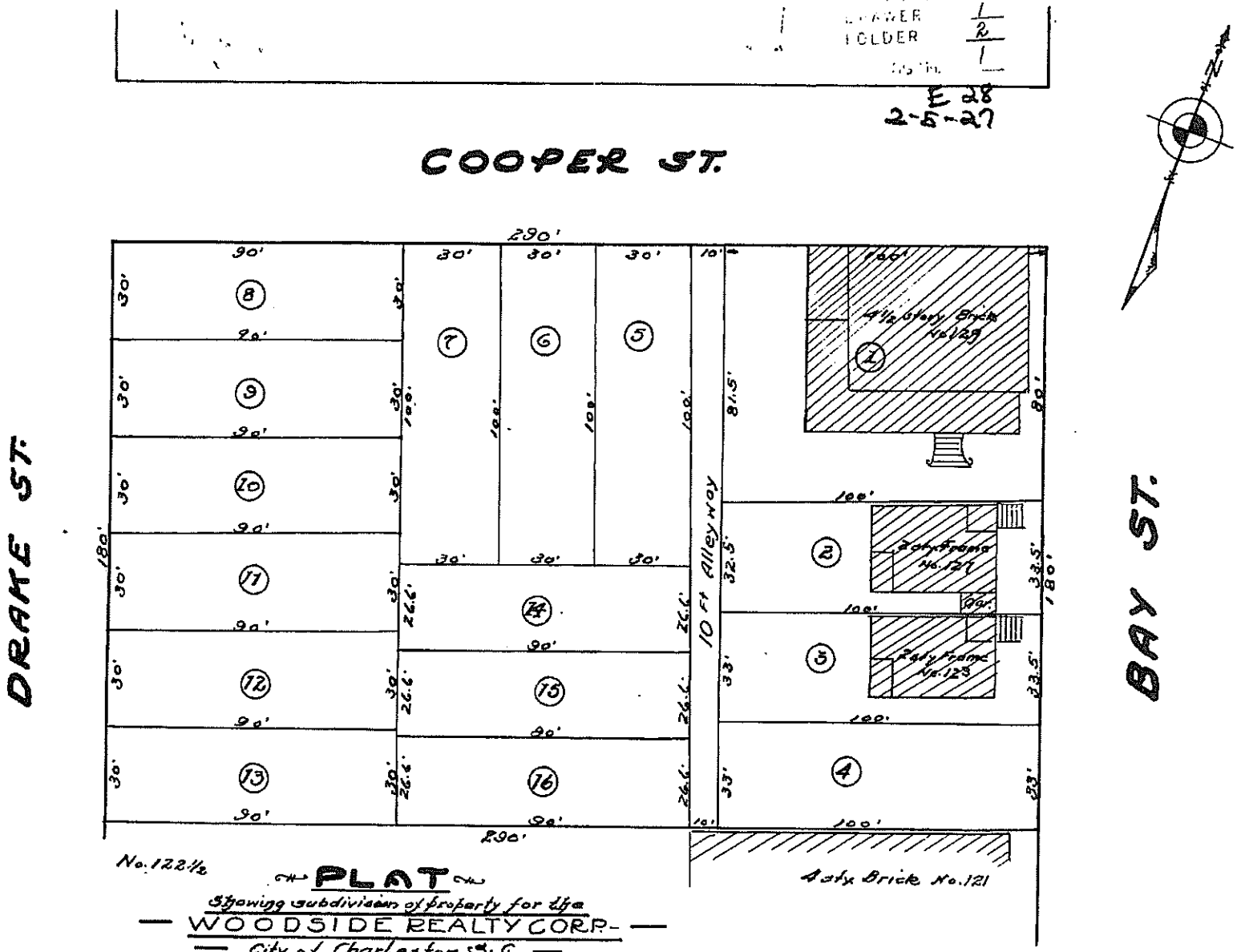
Recorded at 1 P. M., o'clock, this 7th day of August A. D. 1934, being first endorsed as recorded by the County Auditor. USIR Stamp none affixed South Carolina Documentary Stamp none affixed. Original writing delivered to W.C. Enghardt

JULIUS E. COGNELL
Register Mesne Conveyance, Charleston County, S. C.
per [illegible]

CRLP - St. Julian De

FILE 3
DRAWER 1
FOLDER 2
No. 1

E 28
2-5-27



PLAT

Showing subdivision of property for the

— WOODSIDE REALTY CORP. —

— City of Charleston, S. C. —

Feb. 4th 1927 by Richard C. Phett, Surveyor.

— Scale 1" = 30' —

See deed in Book [illegible] p. 205, R.M.C. off.

ORLP - St. Julian Devine
City of Charleston
Page 10

NOTICE OF LIMITATION OF USE ASSURANCE

The **City of Charleston** understands that **IF:**

the property identified on the project boundary map of this application is acquired and/or developed with Federal financial assistance provided by the National Park Service of the US Department of the Interior in accordance with the Land & Water Conservation Fund Act of 1965, as amended 16 U.S.C.S. 460-5 et. seq. (1970 ed.); **THEN,** pursuant to a requirement of that law, this property may not be converted to other than public outdoor recreation uses (whether by transfer, sale, or in any other manner) without the express written approval of the Secretary of the Interior. By law, the Secretary shall approve such conversions only if he finds it to be in accord with the then-existing statewide comprehensive outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location.

John J. Tecklenburg, Mayor _____
Name and Title of Chief Elected or Administrative Official

_____
Signature and Date

Section VI
Project Site and Maps

Project site location: nearest town Charleston county Charleston

Project site address: (not address of sponsor):

Street address: 1 Cooper Street

City: Charleston Zip: SC

Project latitude and longitude: (degrees/minutes/seconds/direction)

32.799234, -79.935339

Written directions from major highway or interstate:

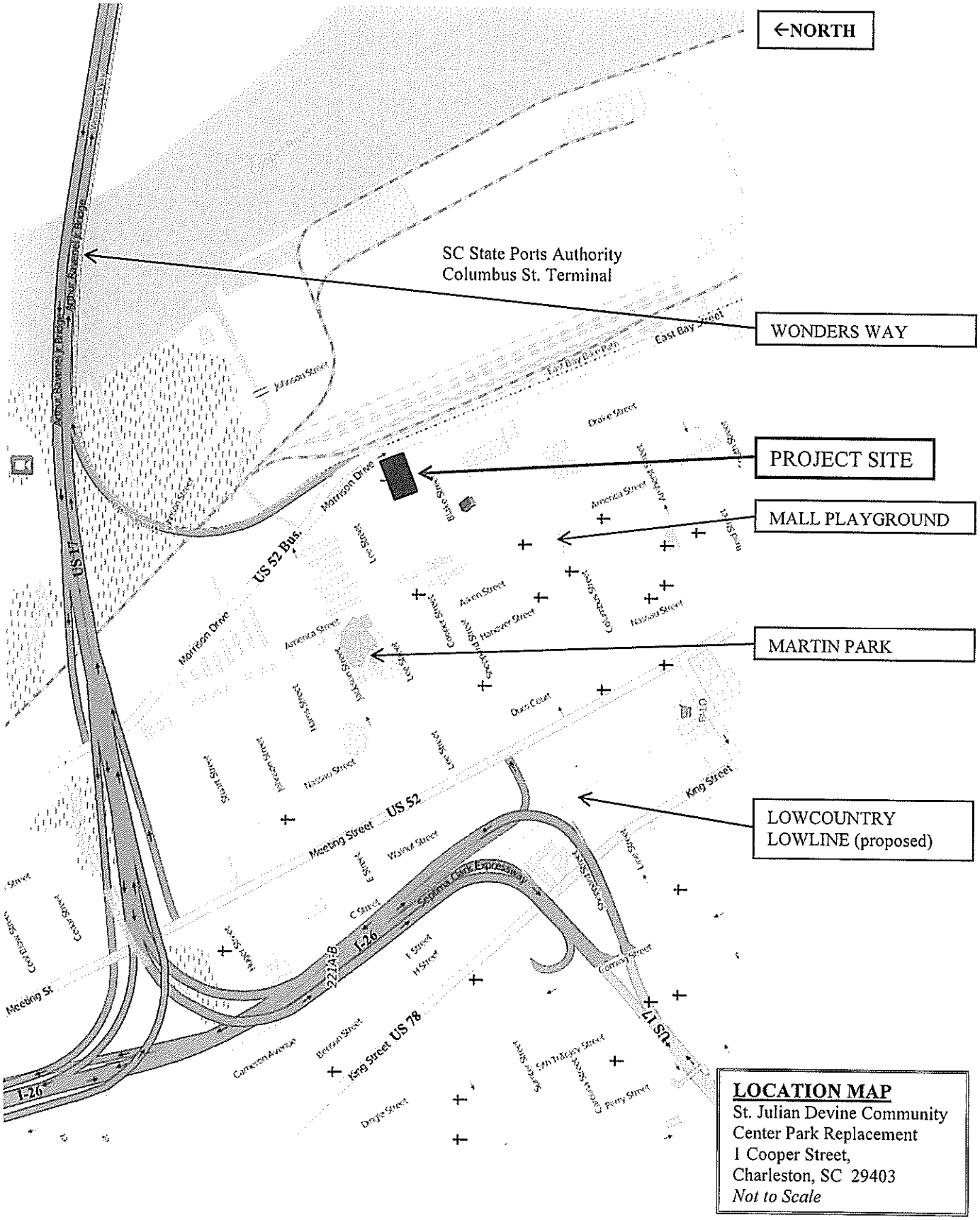
Follow I-26 E to Charleston. Exit 219B to Morrison Drive / E. Bay Street. Turn left onto Mt. Pleasant Street; follow signs to E. Bay Street / US 52. Continue onto Morrison Drive. Travel 1.1-miles to Cooper Street and turn right. Take first left onto Drake Street, turn left into parking lot approx 50 yards.

Will this project be on Federal Land or installation? ____ **yes** X **no**

If yes, indicate name and location:_____

Please provide the following information and maps as an attachment to this application.

- A 6(f)(3) Boundary Map. (See instructions in LWCF Application Guidelines)
  Please describe the 6(f)(3) boundary protected acreage:
  Number of newly protected 6(f) acres: +/- 1.0 acre
  Number of enhanced acres to a previously protected site: _____
  Total acres protected at project location: +/- 1.0 acre
- A county road map identifying the location of the project activities. (*see attached*)
- A detailed map of the project area showing the location of all proposed project improvements and all existing infrastructure and improvement, including roads, water, sewer, gas lines, electrical lines, etc. **Please note that no overhead utility lines are allowed within the 6(f)(3) Boundary area of the project.**(*see attached*)
- Provide a project site plan that shows the proposed development/acquisition, including approximate square footage and floor plan of any buildings (plan size can be no larger than 14 inches by 17 inches). (*see attached)*

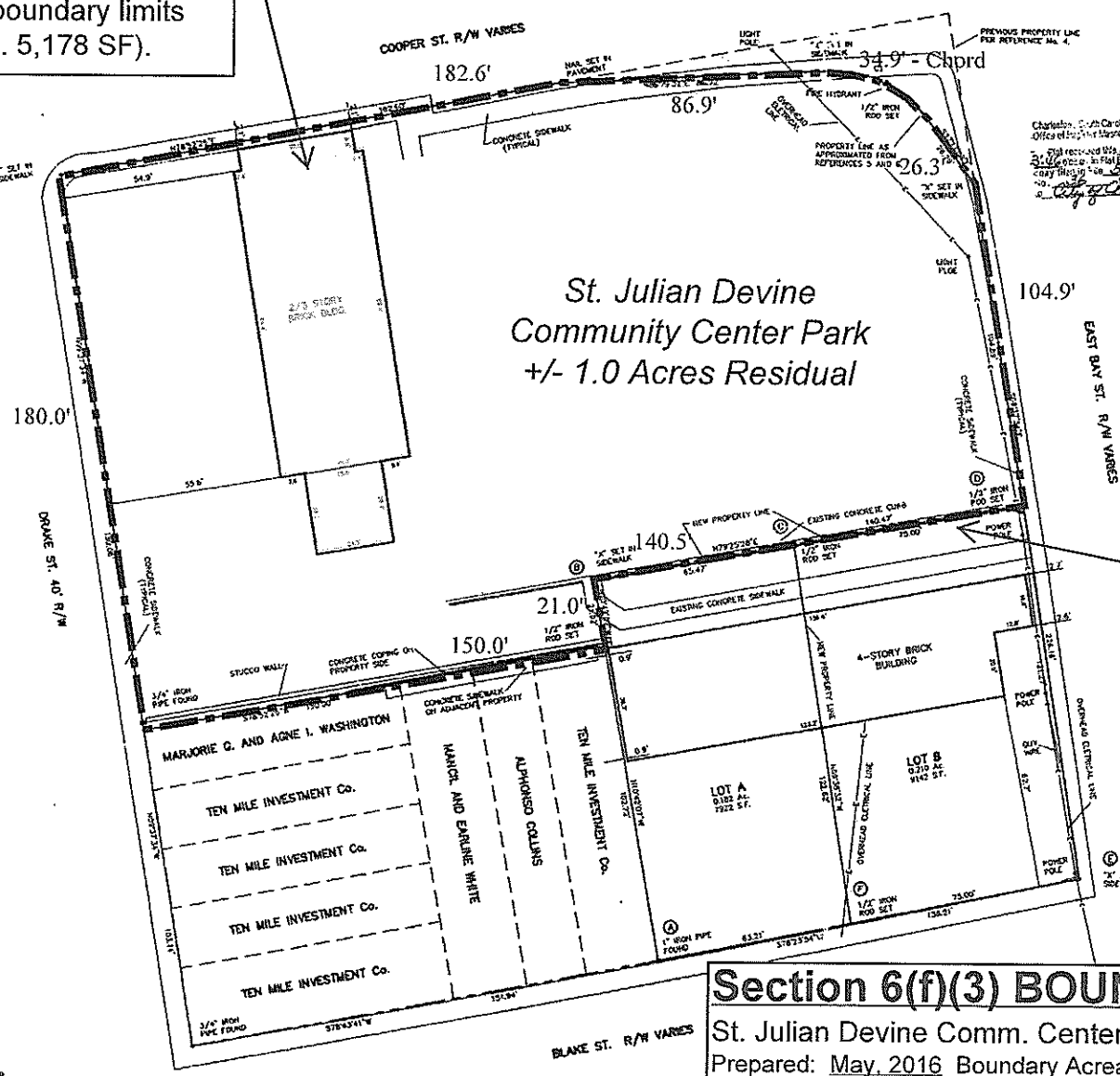


LOCATION MAP
St. Julian Devine Community Center Park Replacement
1 Cooper Street,
Charleston, SC 29403
Not to Scale

Community center building is excluded from 6(f)(3) boundary limits (approx. 5,178 SF).

ORLP - St. Julian Devine

City of Charleston



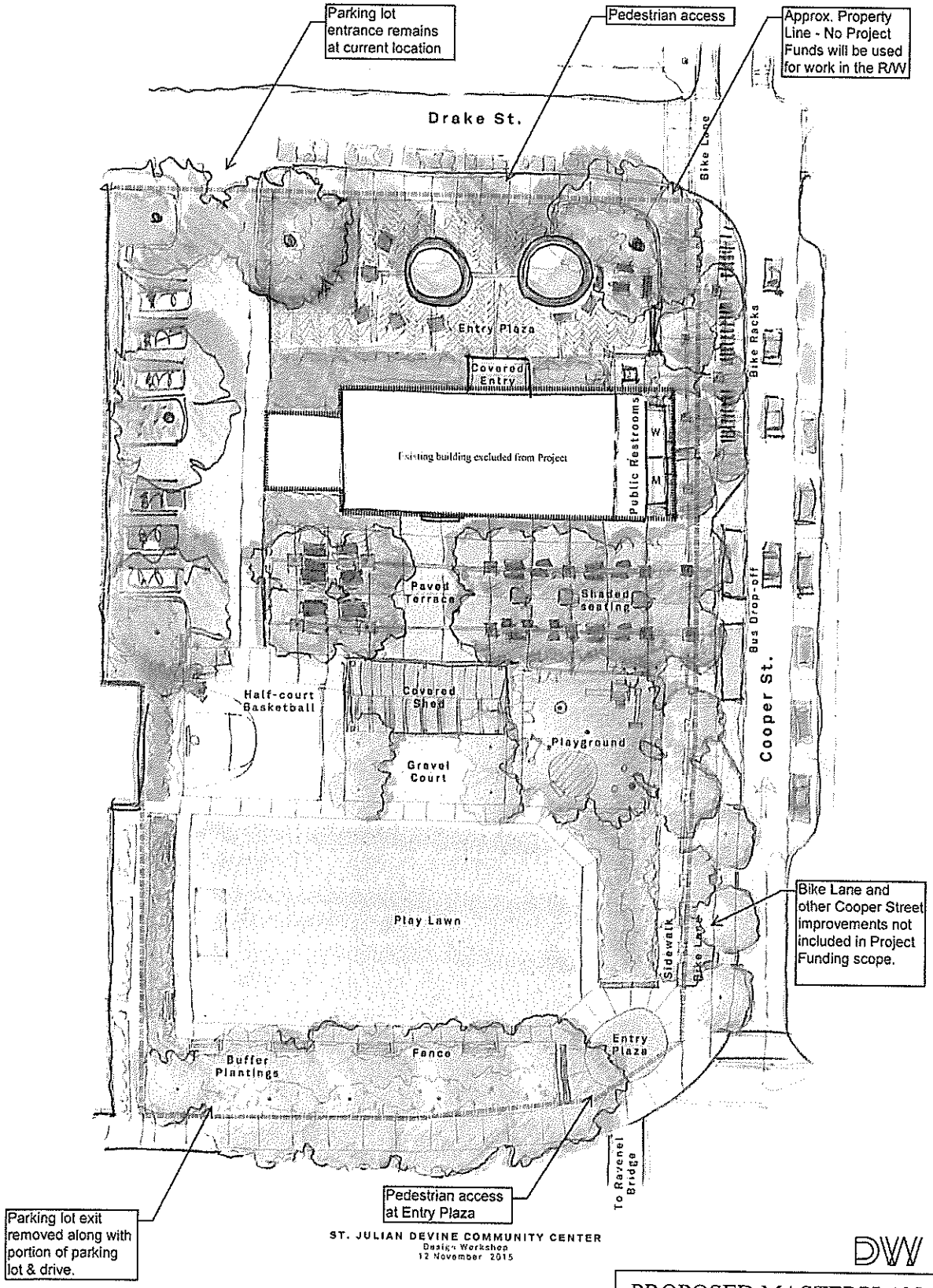
6(f)(3) Boundary (typical)

Section 6(f)(3) BOUNDARY MAP

St. Julian Devine Comm. Center Park Replacement

Prepared: May, 2016 Boundary Acreage (NET): +/- 1.0 acres

Signature of Authorized Agent Date



ST. JULIAN DEVINE COMMUNITY CENTER
Design Workshop
12 November 2015

DW

PROPOSED MASTERPLAN with approximate property line.
Not to scale **NORTH >**

GRANTS.GOV™

Grant Application Package

Opportunity Title:	Land and Water Conservation Fund Outdoor Recreation Leg
Offering Agency:	National Park Service
CFDA Number:	15.916
CFDA Description:	Outdoor Recreation_Acquisition, Development and Plannin
Opportunity Number:	P16AS00065
Competition ID:	
Opportunity Open Date:	03/09/2016
Opportunity Close Date:	05/20/2016
Agency Contact:	Elisabeth Fondriest Recreation Grants Programs Chief E-mail: elisabeth_fondriest@nps.gov Phone: 202-354-6916

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name: St. Julian Devine Community Center - Park Replacement

Select Forms to Complete

Mandatory

Application for Federal Assistance (SF-424)

Other Attachments Form

Budget Narrative Attachment Form

Project Narrative Attachment Form

Optional

- [x] Budget Information for Construction Programs (SF-424C)
- [ ] Assurances for Construction Programs (SF-424D)
- [ ] Assurances for Non-Construction Programs (SF-424B)
- [ ] Budget Information for Non-Construction Programs (SF-424A)

Instructions

Show Instructions >>

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here.

If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

OMB Number: 4040-0004
Expiration Date: 8/31/2016

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:
Completed by Grants.gov upon submission.	

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Charleston, SC

* b. Employer/Taxpayer Identification Number (EIN/TIN):	* c. Organizational DUNS:
57-6000226	0779907860000

d. Address:

* Street1: Department of Parks - Capital Projects
Street2: 823 Meeting Street
* City: Charleston
County/Parish: Charleston
* State: SC: South Carolina
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 29403-3108

e. Organizational Unit:

Department Name:	Division Name:
Department of Parks	Capital Projects

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. * First Name: Matthew
Middle Name: MacKeith
* Last Name: Compton
Suffix:

Title: Special Projects Administrator

Organizational Affiliation:

* Telephone Number: 843-973-7210 Fax Number: 843-724-7300

* Email: ComptonM@charleston-sc.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

National Park Service

11. Catalog of Federal Domestic Assistance Number:

15.916

CFDA Title:

Outdoor Recreation_Acquisition, Development and Planning

*** 12. Funding Opportunity Number:**

P16AS00065

* Title:

Land and Water Conservation Fund Outdoor Recreation Legacy Partnership Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

St. Julian Devine Community Center Park Replacement

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: SC-001
* b. Program/Project: SC-001

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 09/07/2016
* b. End Date: 11/17/2018

18. Estimated Funding ($):

* a. Federal	500,000.00
* b. Applicant	500,435.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,000,435.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

[X] a. This application was made available to the State under the Executive Order 12372 Process for review on 05/03/2016.

[ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.

[ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

[ ] Yes [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

[X] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. * First Name: John

Middle Name: J.

* Last Name: Tecklenburg

Suffix:

* Title: Mayor

* Telephone Number: 843-724-3737 Fax Number: 843-720-3827

* Email: tecklenburgj@charleston-sc.gov

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

Other Attachment File(s)

*** Mandatory Other Attachment Filename:**

Add Mandatory Other Attachment | Delete Mandatory Other Attachment | View Mandatory Other Attachment

To add more "Other Attachment" attachments, please use the attachment buttons below.

Add Optional Other Attachment | Delete Optional Other Attachment | View Optional Other Attachment

Budget Narrative File(s)

*** Mandatory Budget Narrative Filename:**

Add Mandatory Budget Narrative | Delete Mandatory Budget Narrative | View Mandatory Budget Narrative

To add more Budget Narrative attachments, please use the attachment buttons below.

Add Optional Budget Narrative | Delete Optional Budget Narrative | View Optional Budget Narrative

Project Narrative File(s)

*** Mandatory Project Narrative File Filename:**

Add Mandatory Project Narrative File | Delete Mandatory Project Narrative File | View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File | Delete Optional Project Narrative File | View Optional Project Narrative File

OMB Number: 4040-0008
Expiration Date: 01/31/2019

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 0.00	$	$ 0.00
2. Land, structures, rights-of-way, appraisals, etc.	$ 0.00	$	$ 0.00
3. Relocation expenses and payments	$ 0.00	$	$ 0.00
4. Architectural and engineering fees	$ 55,000.00	$	$ 55,000.00
5. Other architectural and engineering fees	$ 3,360.72	$	$ 3,360.72
6. Project inspection fees	$ 3,500.00	$	$ 3,500.00
7. Site work	$ 399,701.25	$	$ 399,701.25
8. Demolition and removal	$ 43,750.00	$	$ 43,750.00
9. Construction	$ 409,800.00	$	$ 409,800.00
10. Equipment	$ 0.00	$	$ 0.00
11. Miscellaneous	$ 0.00	$	$ 0.00
12. SUBTOTAL *(sum of lines 1-11)*	$ 915,111.97	$	$ 915,111.97
13. Contingencies	$ 85,323.62	$	$ 85,323.62
14. SUBTOTAL	$ 1,000,435.59	$	$ 1,000,435.59
15. Project (program) income	$ 0.00	$	$ 0.00
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 1,000,435.59	$	$ 1,000,435.59

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 50 %	$ 500,217.79

2016 APPLICATION for the OUTDOOR RECREATION LEGACY PARTNERSHIP PROGRAM

St. Julian Devine Community Center Park Replacement

City of Charleston, SC, in partnership with the Charleston Parks Conservancy

PROJECT NARRATIVE (60 points)

Project Overview (0 points):

Charleston began as a small walled city at the confluence of the Cooper and Ashley rivers, expanding into the surrounding wilderness as needed. By the time of the American Revolution, the urbanized area had increased nearly fifteen-fold, reaching present-day Calhoun Street. Following independence, Charleston's role as a port city fueled the expansion of the peninsular town northward. This expansion was through the subdivision of adjacent tracts of land, converting farms and marshes to city lots. Prior to the advent of the automobile, these new communities followed the typical urban layout of small blocks and generally tightly spaced housing.

The East Side neighborhood evolved from Hampstead Borough, an early 19th-century suburb of Charleston. After the Civil War, this largely working-class community began to see an influx of African-Americans. In the segregated South, this resulted in "White flight" – a voluntary movement of the majority population away from the growing minority – which left the East Side as a predominantly African-American neighborhood by early 20th-century. WWI saw an increase in the industrialization of Charleston's waterfront, and a railyard was established immediately adjacent to the community (site of the present-day Columbus Street Terminal, operated by the State Ports Authority).

St. Julian Devine Community Center (SJD) and the surrounding park space began the modern era as a trash incinerator. Constructed in 1934 as a Works Progress Administration project, this facility provided jobs during the Great Depression and an alternative means of trash disposal. Prior to this project, trash was dumped directly into the saltwater marshes surrounding the City of Charleston. This site was chosen as the location of this state-of-the-art facility due to proximity to downtown, convenient access to the marshes for ash disposal, and a general disregard for the surrounding East Side community. It was also due south of the recently completed Grace Bridge, a 1929 project that connected downtown to Mount Pleasant, SC.

As knowledge improved, trash disposal moved away from incineration and towards sanitary landfills. By 1956, the City's incinerator was out of service and the building little used. A second bridge (Pearman) over the Cooper was constructed, this one even closer to the neighborhood. This condition only worsened until 1976, when new city leadership and new opportunities focused on improving communities that had long been ignored. Utilizing funding from E.D.A. and H.U.D. grants, the 'East Side Community Center' was born out of this former incinerator.

Nearly all of the $700,000 budget provided by these grants ($2.55m in 2016 dollars) went into the building, with only 6.5% allocated to site improvements ($45,860, or $167,500 in 2016

dollars). This work included all of the site components – parking, pedestrian circulation, fencing, landscaping, play equipment and other site furnishings. This is a very small sum for a 1-acre park space, and little has been done to augment the meager improvements in the intervening 40 years.

Even with the limited investment, this site has become an important part of the surrounding community. As one of a handful of indoor recreation facilities on the peninsula, it is heavily utilized for a variety of programming. In 1992, the facility was renamed in honor of St. Julian F. Devine, a former Alderman of the City of Charleston (1967-1975). Alderman Devine was the first African-American elected to public office in Charleston since Reconstruction, and he did so in an at-large election. He was recognized by his peers as having been a great ambassador for the City, and one who served with honor and distinction.

Our project seeks to substantially upgrade the existing park facility surrounding the St. Julian Devine Community Center, essentially creating a new park. Most of the parking will be removed to allow for more recreational space, and the uses on the site will be reorganized to better utilize the small area. High-quality furnishings and landscaping will be installed through our partnership with the Charleston Parks Conservancy (CPC), and the CPC will add this site to the growing list of improved parks that their 'Park Angels' volunteer corps helps us maintain.

Improving physical & recreational access/addressing recreational deficiencies (20 points - merit):

The SJD facility was once at the edge of town, the preferred location for noxious activities like trash incineration. As the city and surrounding communities continued to grow, the site now finds itself more in the center of activities. Located adjacent to one of the major north / south routes on the peninsula, the twin smokestacks provide a landmark to people as they move about. Our intent is to turn that landmark into a beacon.

Within the East Side neighborhood, there are a number of small park spaces. Some are as small as an urban house lot, with room for little more than a few shaded benches. Martin Park (3.4-acres) and Mall Playground (0.71-acres) are both active recreation sites located within a 10-minute walk of the SJD site. These parks have evolved over time in attempts to meet the community needs, but there is just not enough space to meet all of the identified needs. In addition, we anticipate an increase in population within the SJD service area over the next decade as the former Cooper River Bridge properties are redeveloped with work-force housing. With increasing development pressures, adding park facilities is prohibitively expensive. As a result, it is critical to maximize the recreation potential at the existing facilities within the community.

This project intends to completely replace the existing park space surrounding the SJD with a new park. On-site parking will be reduced to 9 spaces, allowing for a 16% increase in usable open area. The uses will be better organized to maximize their flexibility and overlap to make the best use of the limited footprint. New amenities at the site will allow for an expansion of the programs offered at the SJD as well as an increase in participants. More importantly, the new facility will provide a park that the East Side community will be proud to claim and others in the city will want to visit.

A new public plaza space will surround the smokestacks. This multi-purpose area will be what the East Side neighbors first encounter as they walk to the park, a welcoming street presence that will work with the mass of the existing smokestacks. We fully expect it to be crowded with folks enjoying the shade on a warm summer day as they greet passers-by. Another plaza space will be constructed on the east side of the building, this one provided with substantial tree cover to both improve the aesthetics and provide much-needed shade. The tables here will be useful for friendly chess games, lunch breaks at summer camps, and a variety of special events.

Playground design has evolved significantly since the SJD was first opened, moving away from "the dirty dozen" to modular post and deck units, and expanding to include fully accessible and continuous play as foundational components of the play space. The existing structures at the site are woefully outdated, geared towards children under the age of 5 and though safe, well past their anticipated life span. Our plan shows a larger playground space shifted to be within the shade of a large Live Oak tree, an important consideration in our climate. We will work with the children of the East Side to develop the best possible arrangement of play opportunities within the expanded footprint, with fully accessible play elements that are suitable for both 2-5 and 5-12 year-old users, with equipment that engages young teens as well.

The land once occupied by the parking lot and through-drive will give way to a dedicated half-court basketball area and a functional play lawn. This change will reduce the available on-site parking by 8 spaces, but recent and planned improvements to nearby streets and parking lots (not part of this project) provide significantly more parking access within ½-block of the SJD. These areas will provide a substantial improvement over what exists on the site now. Currently, the basketball hoop shares the old plaza space, which has a number of decorative joints and encroaching benches. What little lawn we have on site is dominated by a large berm, originally established to separate the park from the adjacent roadway. By leveling this space and creating a lush fenced buffer, we will improve the aesthetics while providing a micro-soccer sized lawn panel. This irrigated lawn panel and the purpose-built court area will be safer for the users and allow for the active and passive park users to co-exist.

Situated between the basketball court, play lawn, playground and landscaped plaza, a new shade structure and gravel court will provide the overlap / link between the spaces. Spectators, kids jump-roping, adults supervising, etc. can all be accommodated in this area during normal uses. Special events are also envisioned for this space, with a stage-like use that would address the paved terrace, providing an intimate concert location during the annual Piccolo Spoleto and MOJA Arts festivals sponsored by the City. This structure also provides for stand-alone functions within the new park space, independent of the facilities within the SJD building.

The unifying element of this park project will be the significant landscape enhancements. This will provide both a buffer for park patrons on the interior and a visual attraction to folks that are passing by the site. The entry plaza at the corner of Morrison Drive and Cooper Street will highlight a wrought-iron gate constructed through our partnership with the Philip Simmons Foundation. (*Please see the attached supplement for more information about the late Philip Simmons, a nationally-recognized blacksmith and former East Side resident.*) Flanking this gate will be thickly planted landscape beds, separated from the active recreation spaces with discrete

fencing. These beds will address the highly-traveled roadway, providing a visual buffer and attraction simultaneously. As the landscape wraps the site, it becomes more open and welcoming to pedestrians walking into the site from the neighborhood and on-street parking. Landscape beds within the site will be used to both physically separate and visually connect the several spaces within the park.

As the city entered into the 21st-century, the bridges over the Cooper River were replaced with a single 9-lane structure. The eight vehicular lanes were connected to existing infrastructure in a more sensitive way, freeing up a substantial redevelopment opportunity immediately north of the project site (*see proposed plan*). Remarkably, community pressure resulted in the ninth lane over the bridge – a dedicated bike and pedestrian trail located on the south side of the bridge. Conservative estimates indicate more than 250,000 walkers and bicyclists use this lane every year, with the bulk of the use being recreational use rather than commuter. This 2.5-mile trail, which is officially known as "Wonders Way", lands directly across from the SJD site and is connected with a signalized crossing. During this park replacement, the linkage to the trail will be emphasized, and the SJD site will become an important node on the identified route to the planned "Lowcountry Lowline" facility (*see map in attachment*). We also intend to provide a public restroom facility that will serve park patrons, walkers, and bicyclists. This work will take place in the adjacent right-of-way and/or within the existing building footprint, and is not included in the project budget of this application.

<u>Improving recreation service to priority target groups (20 points - merit):</u>

The East Side area is a predominately lower-income, minority community. Large-scale industrial uses were established by the late 19th-century on what is now the State Ports Authority's Columbus Street Terminal. These uses were established around rail yards, and included saw mills, planing mills, and fertilizer storage facilities. Other nearby sites included a coal gasification plant, ship yards and their related support facilities. All of these uses were noisy, dusty, and noxious. When the privately funded toll bridge over the Cooper River was first constructed in 1929, it landed just north of this site. This helped to attract the garbage incinerator, which further solidified the fate of the adjacent properties. All of the manufacturing processes are gone now, the bridges have been removed, and the port is a highly-efficient yard that only handles containerized cargo, but the community is far from recovered.

According the U.S. Census Bureau American Community Survey (2013) 5-year estimate, there are 8,080 residents within approximately ¾-miles of the SJD (*see the attached data*). Roughly half of this area is the unpopulated industrial area immediately east of the site (the Columbus Street Terminal). Approximately 1/5 is below the age of 18, and 1/12 are over the age of 65, and nearly 3/5 are non-White minorities. More than ¾ of the population is considered to be 'Poor or Struggling' and over half are at or below the poverty level. Of households with children, half are below the poverty level. The median household income of these eight Census blocks is $21,048. Over 4/5 of the population rents their home, with a median gross rent of $752.

Data Set	Population	% < 18 years old	% > 65 years old	% non-White	% Poor / Struggling	Median Household Inc.	% Families w/ Children below Poverty	% who Rent	Median Rent
3/4-Mile Radius	8,080	19.1	8.2	57.7	77	$ 21,048	49.3	83.0	$ 752
1/2-Mile Radius	3,405	32.8	12.3	86.7	83.5	$ 19,517	53.9	84.0	$ 615
City-wide	123,267	18.9	12.5	29.6	33.5	$ 52,599	13.0	47.1	$ 984

DATA compiled from US Census Bureau American Communicy Survey (ACS) 2013 - 5 year estimates

Compared to the City of Charleston as a whole, the youth population is on par and the senior citizens below average. The non-White minority population is nearly double the 29.6% make-up of the whole. City-wide, one-third of the population is considered 'Poor or Struggling', and one-fifth is at or below the poverty level. Of the whole, the median household income is 2.5 times greater, at $52,599. Home ownership is also greater, with just under half renting at a median gross rent of $984.

If we focus on the four Census blocks closest to the site, the total population drops to 3,405 while all other indicators increase. Of these citizens, we see an increase in the Minor population of 170%, an increase in the Senior Citizen population of 150%, and an increase in the non-White minority population of 150% to nearly triple the city-wide ratio. The median household income decreases by 7.27%, households with children below the poverty line increases by 10%, and the median gross rent is 18% lower. The Census blocks immediately north of our site (Blocks 2 & 3, Tract 53) include the 201-unit Meeting Street Manor and 216-unit Cooper River Courts properties, public housing facilities operated by the Charleston Housing Authority. The citizens in this area have a median household income below the poverty level, with over 70% of the households below poverty and just ten percent considered to be 'Doing OK'. On the positive side, there are no unutilized public assets here.

Within the ¾-mile service area of the new SJD park facility, there are nearly 700 public housing units. These range from 2-unit "scattered site housing" properties to the 216-unit Cooper River Courts. Publicly owned housing currently accounts for approximately 1/5 of the total rental housing in this area, and another 170 units are proposed to be constructed with the footprint of the old Cooper River bridges within the next decade (*see attached*).

Providing recreational services to youth in low-income communities is challenging. Many lack stability at home due to single-parent households, with wage-earners often holding more than one job. Transportation options are limited, and many older children share in household and childcare responsibilities. Convenient access to staffed facilities with a variety of offerings is crucial to engaging these children in meaningful recreation opportunities. The programming offered at SJD is currently limited by the lack of functional outdoor space, focusing on indoor after-school activities. These important programs will continue, and the new park facilities will

allow for an expansion of program options. By providing safe, dedicated recreation assets on the grounds of the SJD, the staff at this facility will be able to include a variety of sports activities into the daily programs. We would also expect that youth not directly engaged in the programming would utilize the new facilities due to the convenient location.

These new facilities will be limited in scope due to the size of the park, yet are expected to provide quality access to recreation. The half-court basketball court will accommodate up to ten players in a fast-paced game, and can serve as a practice court for facility-based teams. Micro-soccer through the 8/9 age group (6v6) can be fully accommodated on the new play lawn, and older players will have room for quality practice drills and mini games. This space will also be suitable for other scaled-down field sports. Our new playground area will provide interesting play options for kids between 2-15 years of age, with the added benefit of exercise disguised as play. Hardscaped areas will also provide new recreation options – large-scale chess boards, hopscotch, and bocce, for example – with ample shaded seating nearby.

Through diligent effort, staff at the SJD have grown the level of participation in the existing programs, and we fully expect that the new park facilities will allow them to continue that progress. Enrollment within all programs increased from 1,304 participants in 2014 to 2,282 participants in 2015. This growth occurred due to adjustments in program offerings to meet current needs, direct outreach to patrons, and partnership with established non-profit organizations. Another 175% increase cannot be guaranteed, but we fully expect that having safe, attractive and functional outdoor recreation areas available will foster continued growth. With approximately 700 school-aged children (5-18) living within ½-mile of SJD and approximately 1,100 within the ¾-mile service radius, there is room for program growth. When the Cooper River Bridge infill projects are completed, as many as 140 additional youth would be added to the potential clientele (170 homes x 2.5 residents / home x 33% youth).

Project engagement & participation (10 points - merit):

The City staffs the SJD facility daily, and the East Side community is not shy about sharing concerns and opportunities with on-site personnel. Our senior management staff also maintains a strong working relationship with the neighborhood council (East Side Community Development Corporation). These communications formed the beginning of significant discussions about ways to improve the facility.

In 2014, the Charleston Parks Conservancy and City of Charleston began a process to collaborate with the community to determine the kinds of programming and capital improvements they would like to see implemented at the site. In May 2014 and September 2015, the Conservancy, City of Charleston, and design consultant, DesignWorks facilitated two all-day workshops or charrettes at St. Julian Devine with community leaders, elected officials, neighbors, and children who use the community center to develop an initial conceptual master plan and budget for transforming the outdoor space around the center. City staff then worked with CPC staff and volunteers to refine the proposals based on site constraints to develop the masterplan we are proposing to implement. The proposed improvements are a direct result of the neighbors' input into the discussions. Please see the charrette results in the supplemental information.

During the process of developing and refining the masterplan for the site, the City has identified $250,000 in capital improvement funds to go along with $250,000 that the CPC has assembled. The CPC funding is from several community sources, including $100,000 (each) donations from John & Jill Chalsty and The Speedwell Foundation. Other partners have already contributed or committed to contributing the balance of the CPC commitment. Any funding raised over the required matching funds would be used to complete the grant-funded components first, then applied to masterplan elements that are not part of the grant (restrooms and right-of-way improvements).

As we work through the funding process, outreach to the community continues. The CPC has an extensive network of 'Park Angel' volunteers, a number of which have been directly involved with gardening programs at the SJD site. These angels receive regular updates and information on opportunities to help on CPC projects. CPC is also continuing to pursue funding for the project, regularly working with nearby businesses and other non-profit organizations focused on improvements in the upper peninsula area. Updates on the project status have also been provided to the East Side neighborhood and City Council.

Please see letters of support in the Supplemental Information.

Innovation and Transformative Attributes (10 points - merit):

Few cities can claim to have a former garbage incinerator as a key recreational asset. Securing the E.D.A. and H.U.D. funding in the late 1970s was a fortuitous first step in transforming this derelict site into a successful adaptive re-use of the facility. Unfortunately, the transformation to the exterior was limited due to budget constraints that continued as the City sought to correct recreation deficiencies across the board. Little has been done since the initial work, as the scope is such that a small project addressing one or two components would be insufficient. A total revisioning is required.

The SJD site is situated at a very prominent location on a major thoroughfare of downtown Charleston. Located in the bend of Morrison Drive, the site and its iconic twin smokestacks are visible from great distances. Upon arrival, though, there is little beauty to attract passers-by or welcome residents into their community. Originally intended to make use of the old access berm and separate the park users from the roads, the large berm only serves to hide what little activity currently takes place in the park.

This project will change the visual attributes extensively, eliminating some of the parking and driveway areas to provide more recreational space, eliminating the berm for improved function and visibility, and bringing the activity areas within sight of the roads. By providing a lush landscape and a better definition to the perimeter of the park, these changes can be done with increased safety and beauty. Our new entry plaza at the corner of Morrison and Cooper Street will provide an entry into the park and a visual invitation. Emphasizing the linkage to 'Wonders Way' and the future 'Lowcountry Lowline' will also attract walkers and bicyclists.

These visual changes will be critical to the success of the facility, as the space must appear to be safe and inviting before patrons will visit. Programs offered at the facility are open to all citizens

of Charleston, and many are hesitant to visit the facility based solely on appearances. We fully expect that folks from outside of the immediate area will begin to see the park in a new light, as it will be a completely revitalized facility with a noticeable increase in activity. This in turn is expected to generate interest in the current and future programs offered at the site.

Project's alignment with SCORP & other applicable plans (5 points – technical):

Our project is supportive of the 2014 SCORP goals of South Carolina. Specific examples of this support include:

Goal 1: Promote Healthy lifestyles and communities.

Action 3: Establish, provide or improve outdoor recreation facilities to enable greater accessibility by multiple age groups and persons with disabilities.

This project will result in the complete replacement of the existing park facilities. The new park will meet or exceed all current accessibility requirements, and provide a variety of safe recreation opportunities that meet the needs of multiple age groups.

Action 4: Encourage the development of outdoor recreation facilities near where people work and live and explore ways to connect existing facilities for pedestrians and bikers.

Our project is intended to serve several demographic groups. The primary users will be those that live within a reasonable walking distance, which we have identified as a ¾-mile radius. There are over 8,000 residents in this range, including over 1,100 school-aged children. We are also emphasizing the connection to 'Wonders Way' and the 'Lowcountry Lowline', establishing this facility as a node along that trail. Over 250,000 people use the 'Wonders Way' facility each year, and the public parking lot for that trail is directly across the street.

Action 5: Create, improve and expand on a statewide network of trails for a variety of users and experiences.

The elements of our masterplan that directly relate to the trail network are in the adjacent right-of-way of Cooper Street, and as such are not included in the funding request. However, the overall improvements at this site will provide a direct improvement to the existing 'Wonders Way' and future 'Lowcountry Lowline' by creating an attractive node at a key intersection of the trails.

Goal 2: Stewardship of Resources.

Action 1: Continue to collaborate with other State agencies, and public and private partners to protect and conserve South Carolina's natural, cultural and recreational resources.

A key part of this project is our partnership with the Charleston Parks Conservancy. In addition to providing half of the matching funds, their network of 'Park Angel' volunteers will play a key role in the implementation and long-term maintenance of this facility. We will work with the Philip Simmons Foundation on the wrought iron gate for the entry plaza, and expect to grow our programming opportunities through collaboration with other agencies and non-profit organizations.

Action 3: Make the major rehabilitation of existing parks and recreation facilities an additional priority for funding through SCPRT's grant programs.

This project will result in a major rehabilitation of an existing recreation facility.

Action 4: Recognize how the changing demographics of the State are affecting recreational preferences, and repurpose existing facilities to enhance their use by new groups.

The East Side neighborhood is beginning to undergo changes, and the addition of work-force housing should result in more families with children living within the service area of the SJD facility. Even so, we are challenged to entice children to participate in recreational activities, as the distractions of modern life are difficult to avoid. The compact footprint of the new park facilities should result in action-packed use, with each component immediately adjacent but adequately separated from other uses. We expect this hum of activity to be at least as attractive as a video game.

Action 5: Collaborate with the appropriate State and Federal agencies to improve access to and utilization of existing public lands for outdoor recreation.

This project will help us grow the current programming at the site, some of which involves State / Federal funding (i.e. summer feeding program and summer camp programs). These are expected to be enhanced by the new facilities, which are expected to increase the number of participants.

Goal 3: Sustained Economic Benefits.

Action 5: Give priority to projects that enhance outdoor recreation activities that showcase unique assets of a community.

A park at the site of a former garbage incinerator, located at the foot of a highly traveled pedestrian and bicycle trail, in an urbanized area is somewhat unique. Many of the users of 'Wonders Way' are visitors, and we intend to improve their experience on the Charleston end of the trail by inviting them into the new SJD park.

In addition to supporting the SCORP goals, this project is consistent with other plans that the City has developed in recent years. For example, while not directly called out in the Cooper River Bridge Redevelopment plans, this facility is a key recreation asset for future residents of the infill development. Likewise, the project is consistent with the direction of the City's "Park and Recreation Masterplan 2012" and recent updates, as it establishes a partnership to expand and improve resources at an existing staffed facility.

Project Readiness (5 points – technical):

We have a masterplan that has been accepted by the community members and our partners. Our project is ready to move into the 'Design Development' phase of planning, which is the point that the proposed improvements are firmed up and permitting begins. Typically, a project at this point requires 2 – 3 months to secure a design team. This team will need 4 - 6 months to complete the plans and permitting required to solicit bids. Receiving bids and issuing a contract requires approximately 3 months. Based on recent projects, we would expect the construction period to require approximately 8 – 12 months. Combined, we expect this project to be complete in 17 – 24 months from availability of funding.

The required matching funds are in hand, and our partners at the CPC are continuing their fund-raising efforts for the masterplan elements that are outside of the scope of this proposal (restrooms and right-of-way improvements). See the attached letters regarding funding sources and availability.

Applicant and Partner Capacity (5 points – technical):

The City of Charleston's Capital Projects division has an experienced staff capable of managing design and construction contracts. Our staff of seven project managers includes six registered design professionals and over 130 years of combined capital project management experience. Projects range from small repairs and improvements to $160 million performance halls. In addition, we have an established internal review and approval process that allows us to head off problems before they start. This includes access to professionals in other departments, our corporation counsel, and an award-winning budget management team. We have successfully completed a number of grant-funded projects (private, County, State and Federal), including LWCF, RTP and PARD grants administered through SCPRT.

Our primary partner on the SJD park project, the Charleston Parks Conservancy, was established in 2007 through a significant donation by South Carolina native Darla Moore. Their primary mission is connecting people with their parks, which they do through education, programming, and direct involvement in improvements that meet community needs. The organization has grown to include eight full-time staff, five of whom are directly involved in recruiting, managing, and working with the volunteers who provide thousands of hours of loving labor every year. To date, the CPC works with the City at 24 park sites, including the SJD.

MAXIMUM OF 10 PAGES

BUDGET NARRATIVE (40 points)

Viability & reasonableness of the project's budget (25 points – technical):
The cost estimate below is based on the masterplan developed through the charrette process. Final quantities may change slightly during the plan development process. Pricing is consistent with 2015 - 2016 projects implemented in downtown Charleston.

St. Julian Devine - ORLP Grant application
Masterplan COST ESTIMATE
Based on 12-01-2015 estimate prepared by DesignWorks
All costs are material in place, unless otherwise noted.

Item	Qty	Unit	Unit Cost	Extension	Total
DEMOLITION / GRADING / PAVING / DRAINAGE					
Demolition	25,000	SF	$ 1.75	$ 43,750.00	
Rough grading	35,835	SF	$ 1.50	$ 53,752.50	
Finish grading	35,835	SF	$ 1.25	$ 44,793.75	
Concrete sidewalk	15,030	SF	$ 6.00	$ 90,180.00	
Stormwater Drain inlets	4	EA	$ 3,500.00	$ 14,000.00	
Stormwater laterals	400	LF	$ 35.00	$ 14,000.00	
Specialty paving - Drake St. & Entry plaza	3,500	SF	$ 21.00	$ 73,500.00	
Specialty paving - East Bay plaza	6,250	SF	$ 9.00	$ 56,250.00	
Sport court paving, incl. color surface	1,555	SF	$ 5.00	$ 7,775.00	
Parking lot modifications	3,050	SF	$ 12.00	$ 36,600.00	
Gravel paving	1,475	SF	$ 6.00	$ 8,850.00	
					$ 443,451.25
PARK ELEMENTS					
Fencing (decorative wire)	460	LF	$ 90.00	$ 41,400.00	
Entry gate element (built by Simmons Fdn)	1	LS	$ 15,000.00	$ 15,000.00	
Basketball goal assembly	1	EA	$ 8,000.00	$ 8,000.00	
Playground equipment	1	LS	$ 90,000.00	$ 90,000.00	
Playground safety surfacing	1,500	SF	$ 20.00	$ 30,000.00	
Benches (72" Waterfront Park style)	12	EA	$ 950.00	$ 11,400.00	
Drinking fountain	1	EA	$ 3,500.00	$ 3,500.00	
Trash / recycling (Wabash Valley)	8	EA	$ 425.00	$ 3,400.00	
Site lighting (Hanover fixtures)	10	EA	$ 3,250.00	$ 32,500.00	
Electrical Conduit	800	LF	$ 12.00	$ 9,600.00	
Shade structure	1	LS	$ 100,000.00	$ 100,000.00	
					$ 344,800.00
LANDSCAPE ELEMENTS					
Irrigation (no meter required)	17,000	SF	$ 1.25	$ 21,250.00	
Play lawn (sod)	7,000	SF	$ 0.75	$ 5,250.00	
Landscape materials (installed by CPC)	1	LS	$ 35,000.00	$ 35,000.00	
Mulch (Double-shredded hardwood)	100	CY	$ 35.00	$ 3,500.00	
					$ 65,000.00

SUBTOTAL - Hard costs	$ 853,251.25	
Design / Permitting / Testing (7.25%)	$ 61,860.72	
Contingency (10%)	$ 85,323.62	
TOTAL ESTIMATED COST	**$ 1,000,435.58**	
Matching Funds	$ (250,000.00)	City of Charleston
Matching Funds	$ (250,000.00)	Parks Conservancy
GRANT REQUEST	**$ 500,000.00**	

Note: All costs in excess of Grant plus Matching Funds to be shared between City and CPC.

Specific work elements include:

- Demolition: Removal of a portion of the existing parking lot to allow for the Play Lawn and Sport Court areas, removal of existing plaza spaces, fencing, etc. Work includes removal and recycling of the concrete curbs and walks, asphalt paving at parking to be removing, and associated base materials. If feasible, base material will be re-used on site under the Sport Court.
- Rough grading: Manipulation of the berm material on site to reach the required sub-grade elevations for the Play Lawn, etc. Cut / fill within Plaza and Playground areas as required. Final elevations are anticipated to be met without the need for off-site fill. This is shown as a uniform per SF cost for nearly the entire site; some areas will require little or no work, others will require extensive work.
- Finish grading: Final grading operations across the site. This is also shown as a uniform per SF cost for nearly the entire site; some areas will require little or no work, others will require extensive work.
- Concrete sidewalk: Includes the cost for installation of 4" concrete sidewalks connecting and defining the various use areas.
- Stormwater drain inlets and laterals: This cost represents an estimated need based on knowledge of the site. One inlet at the end of the shortened parking lot, one or two at the edge of the East Bay plaza, one or two at the Play Lawn. These inlets would be interconnected and linked to an adjacent off-site inlet. Final size and location will be dependent on MS4 requirements determined during design and permitting.
- Specialty paving – Drake St. & Entry plaza: The masterplan is showing this area as having a unit paver for emphasis and to highlight this space. Pricing assumes a standard brick or concrete paver installation.
- Specialty paving – East Bay plaza: The masterplan is showing this area as having a concrete pavement with paver accents. Assumed to be 85% concrete / 15% paver, with the full extent TBD during the final design.
- Sport court paving: Asphalt pavement on compacted base with 3-layer acrylic color coating and half-court basketball markings.
- Parking lot modifications: Repairs / resurfacing of the existing parking lot to remain to bring into compliance with ADA and address other deficiencies. Assumes 1.00" overlay over entire surface.
- Fencing: Decorative wire fencing that meets the requirements of the Board of Architectural Review (BAR). Pricing is based on a 48" height fence from OMEGA. A painted wood-framed / wire infill fence similar to existing playground fence would be an alternate design choice. This fencing will be along the Morrison Drive and Cooper Street frontages, in or adjacent to the landscape beds. Pricing includes gates as required.
- Entry Gate element: This is the anticipated material cost for a decorative wrought iron entry element, which will be designed and constructed by the local youth through the Philip Simmons Foundation. Mr. Simmons blacksmith shop is still located in the neighborhood and remains in operation.
- Basketball goal post assembly: Cost of a heavy-duty gooseneck pole, rectangular backboard, and unbreakable rim (Bison BA780 is City's standard).
- Playground equipment: An allowance for playground equipment, including installation. Equipment selections will be determined during the plan development process with input from neighborhood children. We anticipate highly kinetic pieces, and will be seeking the

latest style of high-quality equipment. Allowance based on recent projects of similar size.

- Playground safety surfacing: Final requirements are dependent on play equipment selection. This price assumes a mid-range poured-in-place rubber surface over a compacted gravel base, which will allow air and water to reach the root system of the existing Live Oak that will be a key component of the play space.
- Benches: Assumed quantity of 6' long Charleston Waterfront Park benches. These benches are custom-fabricated for the City of Charleston, and are incredibly robust with cast-iron bench legs and Ipe slats. We use them in most of our parks for a unified character. Alternative benches would be Colonial Lake benches (another Charleston custom bench) with concrete bench legs and painted Pine slats.
- Drinking fountain: ADA compliant "Most Dependable Fountain" or equivalent, to match existing City of Charleston facilities.
- Trash / recycling: City-standard Wabash Valley 32-gallon cans, with lids and liners, mounted.
- Site lighting: Hanover fixtures are a standard pedestrian scaled lighting element used in City parks and along historic corridors. Cost is per pole, including foundation, installation, and wiring, with power supplied by SCE&G.
- Electrical conduit: 2" diameter conduit installed as required to provide power connection between poles and to source.\
- Shade structure: Allowance suitable for a structure of the size shown. Assumed to be wood posts and frame with metal roofing. Concrete foundation pedestals and slab beneath. Final design and finish requirements are subject to BAR review and approval.
- Irrigation: A combination of drip and spray irrigation along with frost-proof yard hydrants in key locations. Assumes access to existing water meter on site.
- Play Lawn: Cost for installation of a hybrid Bermudagrass sod on a prepared surface by the contractor (big roll sod).
- Landscape materials: CPC volunteer 'Park Angels' will lead the installation of all plant materials on this project. Plant species and size selections are TBD. Includes soil amendments. Allowance shown is based on similarly sized projects.
- Mulch: Estimated quantity required to provide a 3" layer of double-shredded hardwood mulch in all landscape areas.
- Design / Permitting / Testing: Based on recent projects of this size, we anticipate a fee of approximately 6.0% to cover updated site surveying, design development, permitting, and construction documents. Testing services required before and during construction (soil borings, percolation tests, compaction testing, material testing, special inspections, etc.) will require the remaining 1.25%.
- Contingency: A small allowance for unforeseen conditions, significant quantity or unit cost changes, and/or cost escalations between development of estimate and receipt of bids.

Partner Support & Leveraging (15 points – technical):

Matching funds for the project are being provided by the City of Charleston and the Charleston Parks Conservancy. The City portion ($250,000) will come from prior year General Fund Reserves. CPC's portion ($250,000) is from donations specifically for the SJD project, with the

initial solicitations made in the Fall of 2014. At the time of this application a total of $350,159.10 has been received or committed. All funds in excess of the required match will be expended on improvements not included in the scope of the grant application, specifically the restrooms and right-of-way improvements related to the Lowcountry Lowline.

DONATION SUMMARY

Received

- $100,159.10 – John & Jill Chalsty, Leadership gift.
- $100,000.00 – The Speedwell Foundation, Leadership gift.
- $ 10,000.00 – Shipyard Creek Associates
- $ 10,000.00 – South Carolina Ports Authority

$220,159.10 cash in hand

Pending

- $ 50,000.00 – Post & Courier Foundation
- $ 50,000.00 – Wecco Development / Cigar Factory
- $ 30,000.00 – Individual Donors

$130,000.00 pending

The Charleston Parks Conservancy was created with a firm financial base, and as such has the ability to confirm that the current shortfall of $ 29,840.90 will be covered from endowment funds should the required pending donations not materialize in time to accept awarded grant funds.

Please see the Charleston Parks Conservancy's 2014 Annual Report (supplemental), "*Connecting People with Their Parks*" for full information about recent activities of the CPC. The 2015 Annual Report can be provided when it is published. This organization has grown from an idea in 2007 to a professionally-staffed NPO with a roster of over 1,000 'Park Angel' volunteers and more than a dozen recurring institutional and corporate partners. These volunteers and partners provide physical and fiscal support, key to the success of projects in 24 parks across the City of Charleston. A superb example is the renovation of Colonial Lake, which will be open to the public again by the end of May, 2016. CPC led the charge to generate the interest in this project, worked diligently to raise over $900,000 of this $5 million project. We are truly blessed to have the support of the Conservancy, and look forward to continuing to work with them to improve our park system. Please see the funding commitment letters in the supplemental information.

In addition to the CPC donors and volunteers, we will be working with other NPOs and citizens to implement, operate, and maintain this project. The *Philip Simmons Foundation* will lead work with the community youth to design and develop wrought iron pieces to highlight the Entry Plaza. *REDUX Contemporary Art Center* intends to partner with the CPC to develop programs to be offered at SJD that seek to engage the diverse and underserved community members aimed at youth, adults, and families. This would be an extension of similar programming offered in conjunction with area schools and NPO programs. Please see letters of support in the supplemental information.

MAXIMUM OF 4 PAGES

SUPPLEMENTAL INFORMATION

St. Julian Devine Community Center & Park

Public Design Charrette Overview

21 August 2014

CHARLESTON
PARKS
CONSERVANCY™

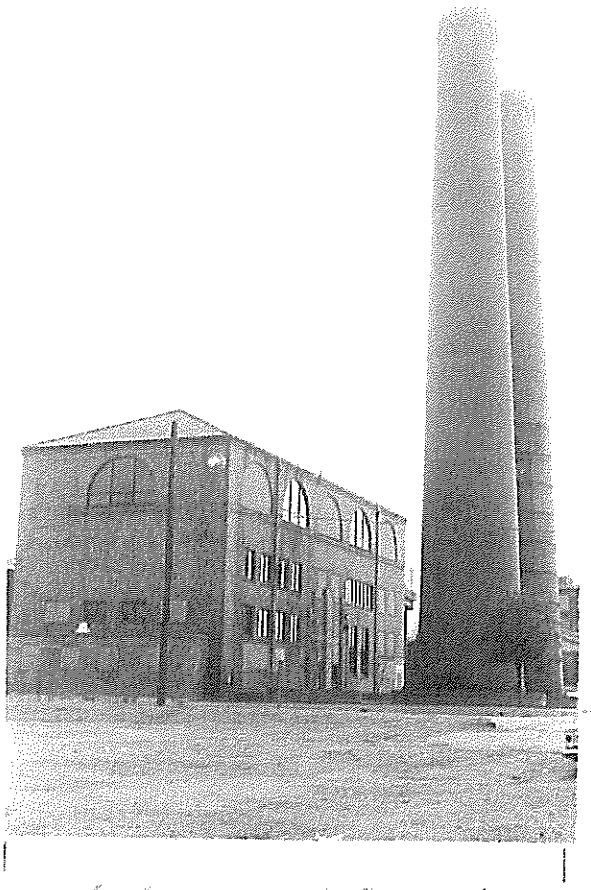
Prepared by DesignWorks, LC

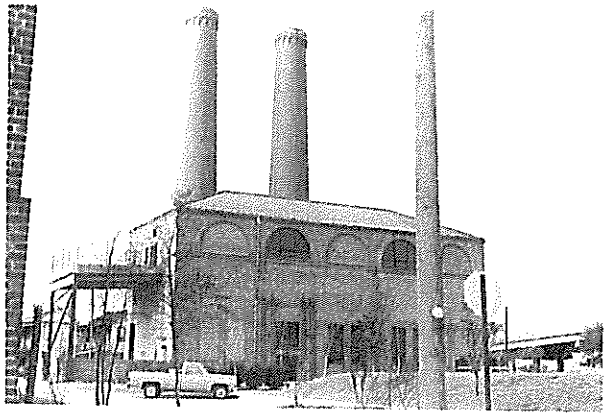
Table of Contents

2	Meeting Agenda
3-4	Historic Photos
5-8	Site Images
9-12	Site Maps
13-14	Meeting Photos
14	Current Programs
15	Community Wish List
16-17	Youth Input Drawings
18	Priorities
19-21	Conceptual Plan Renderings

Charrette Agenda

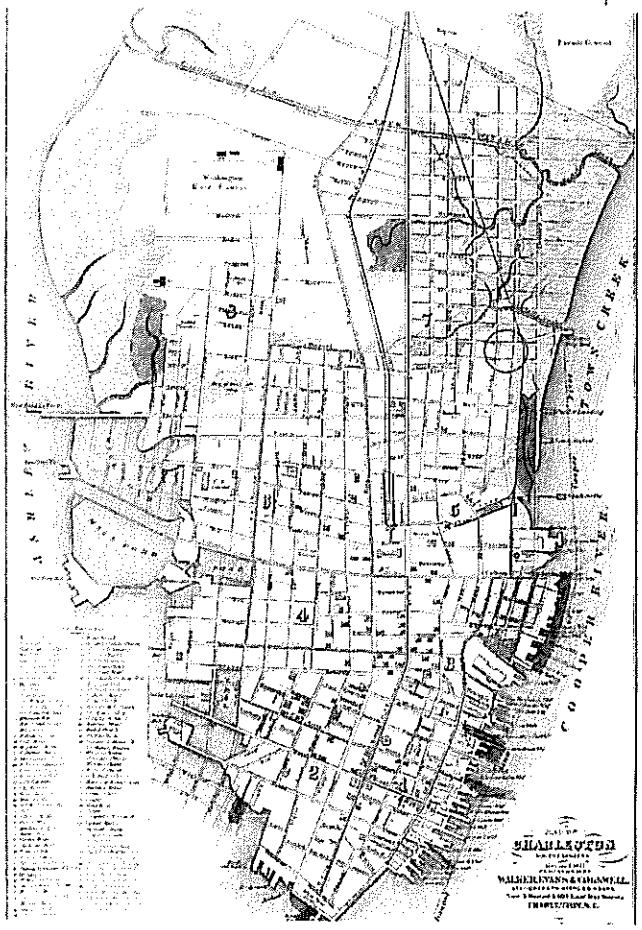
9:00 - 10:30	Kickoff & Community Input
10:30 - 12:30	Work Session
12:30 - 1:30	Interim Presentation, Mayoral Visit, & Community Input
1:30 - 6:00	Work Session
6:00-7:00	Public Presentation

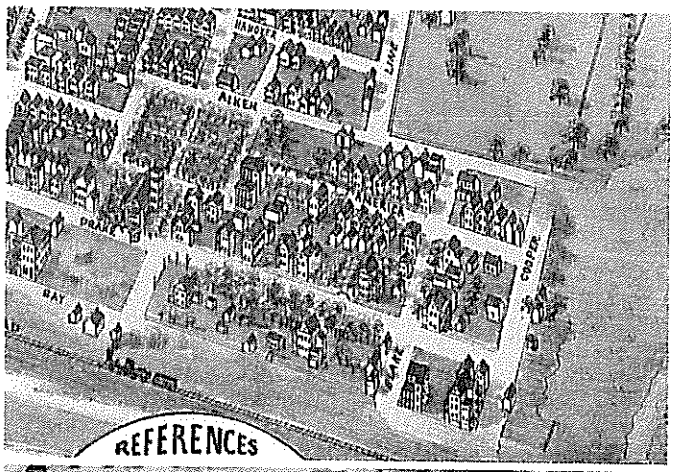




Originally founded as the City of Charleston trash incinerator, the building located at the corner of Cooper and Bay Streets was one of the most visible structures in Charleston. As seen in the map below, it sat at the endmost point of Bay Street, adjacent to marshland before development in the Peninsula pushed north. Before its demolition in 2005, the Silas Pearman Bridge passed right by the St. Julian Devine Center on what is now Lee Street.

During its operation, the incinerator facility utilized a ramp that provided access to the third level of the building for dumping (seen on the next page). The ramp has since been removed, but the mounded soil still remains on site.

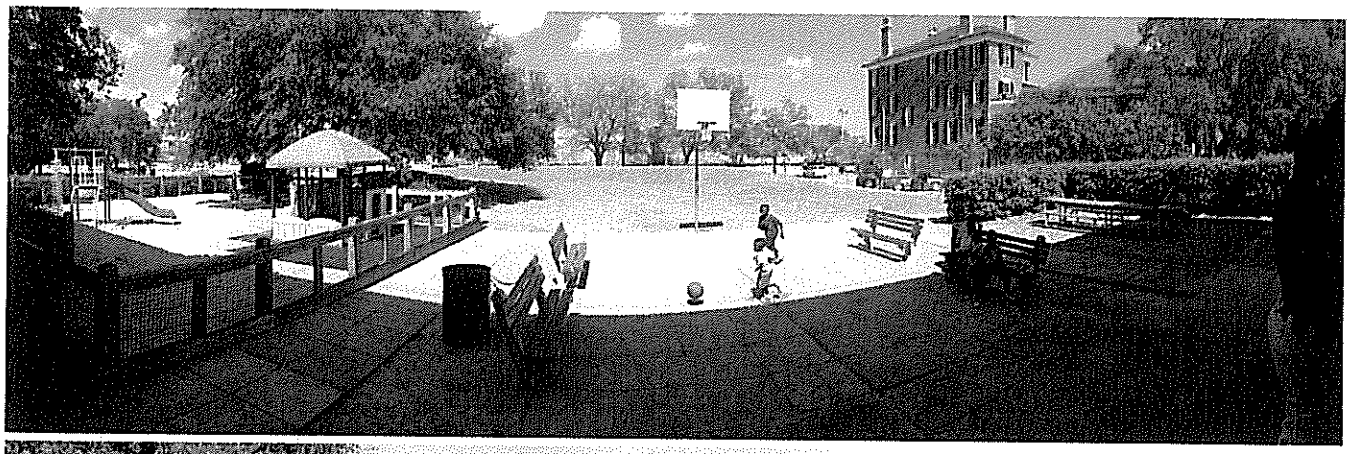


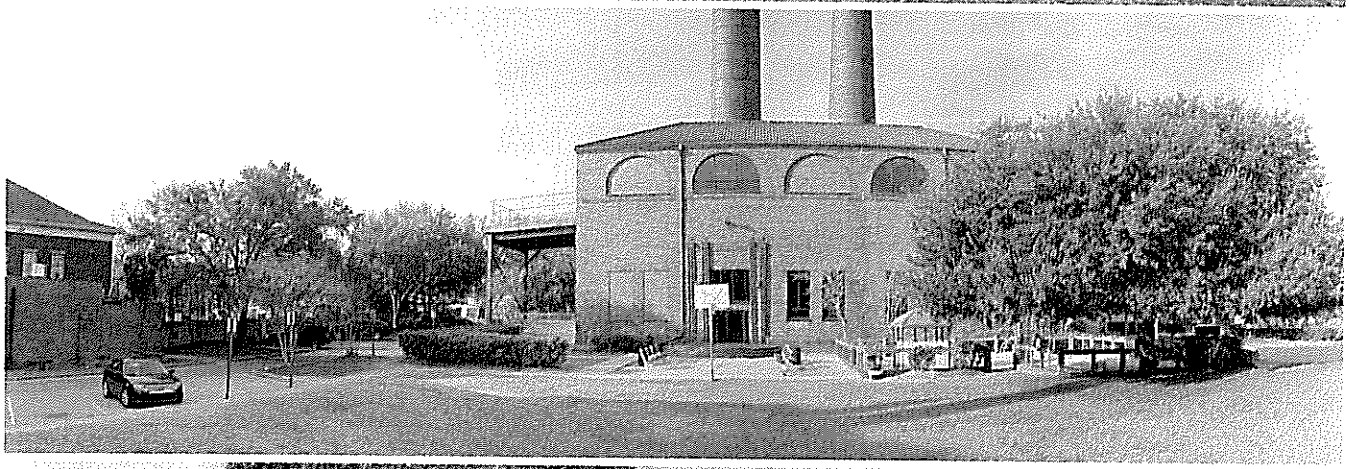


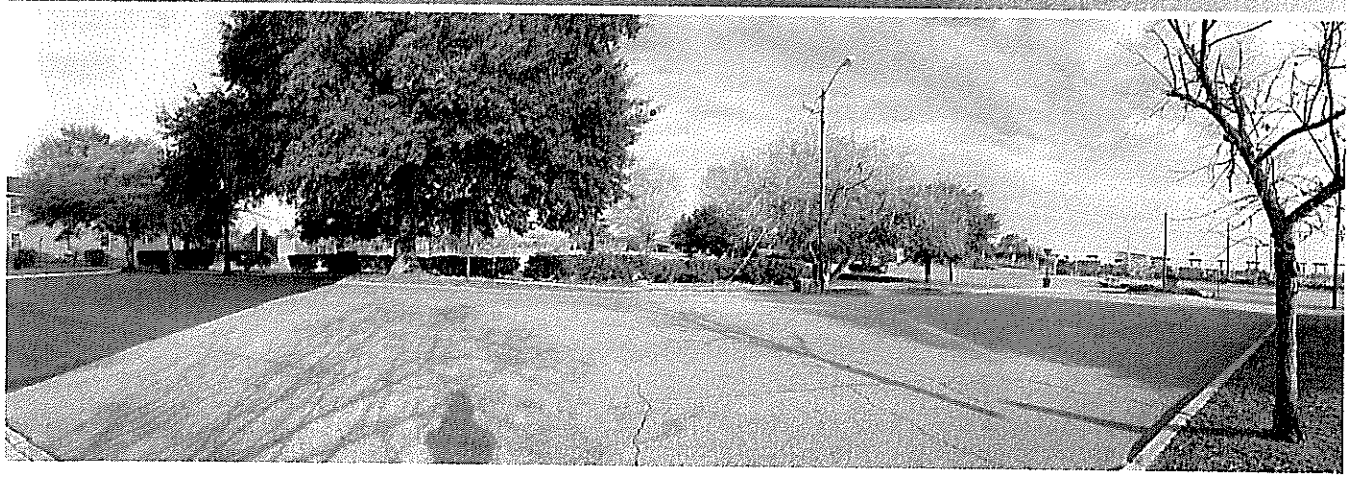
REFERENCES

Site Aerial Images
ORLP - St. Julian Devine

ST. JULIAN DEVINE COMMUNITY CENTER
Design Charrette
City of Charleston



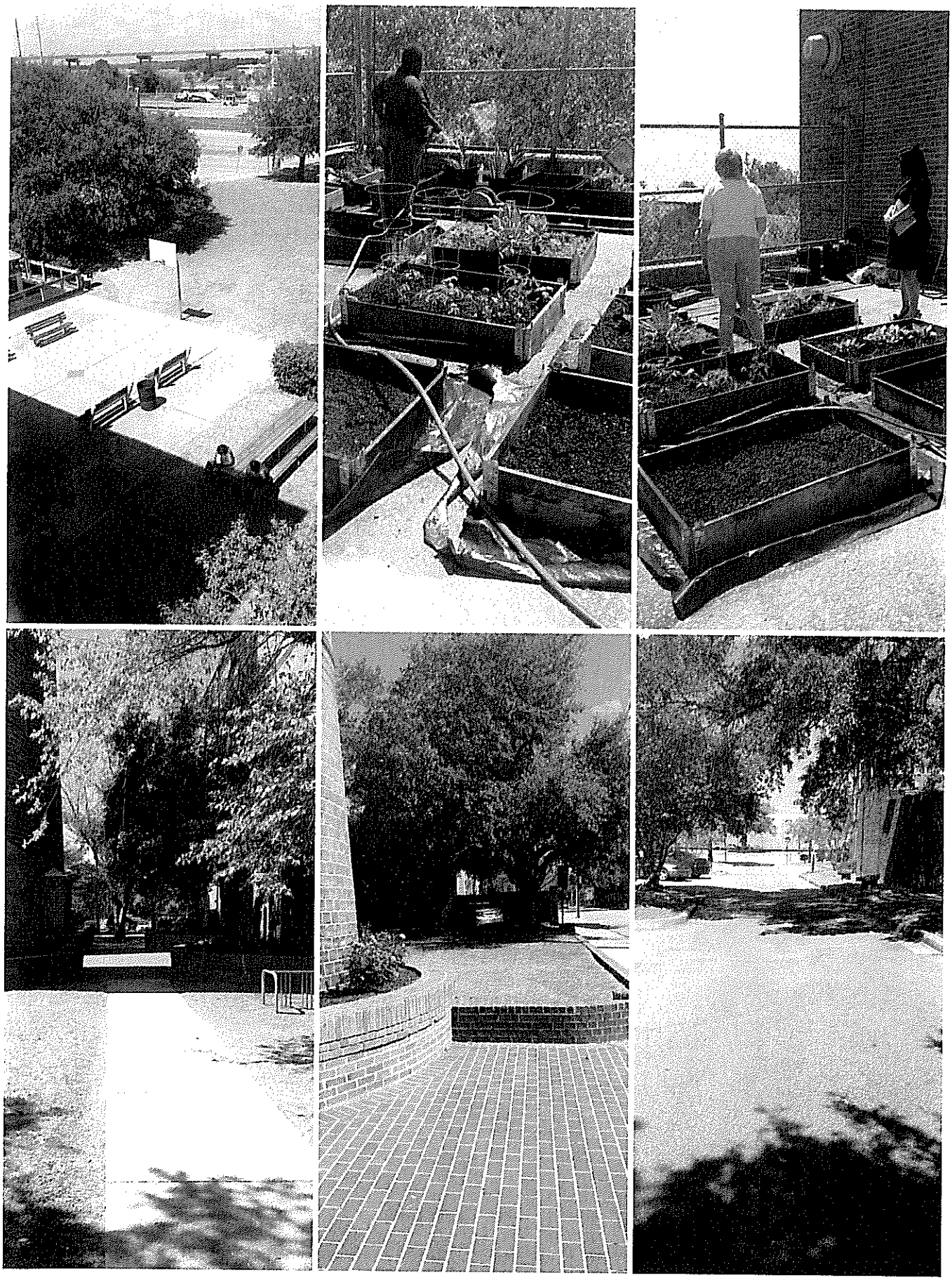




Site Images
ORLP - St. Julian Devine

ST. JULIAN DEVINE COMMUNITY CENTER
Design Charrette
City of Charleston

DW



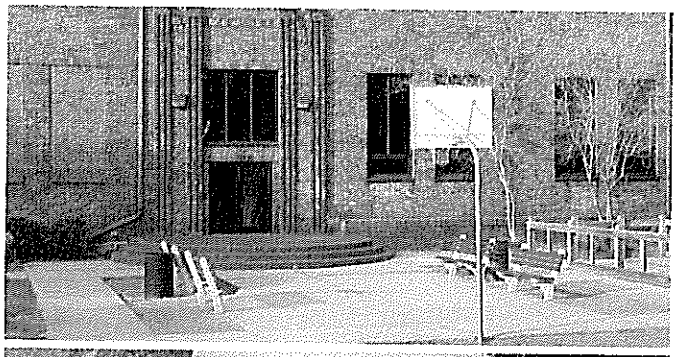
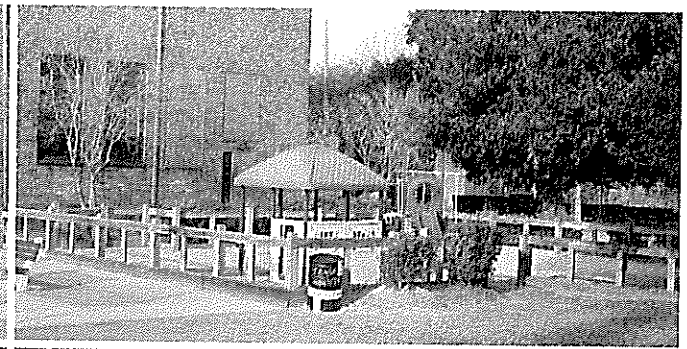
Site Images

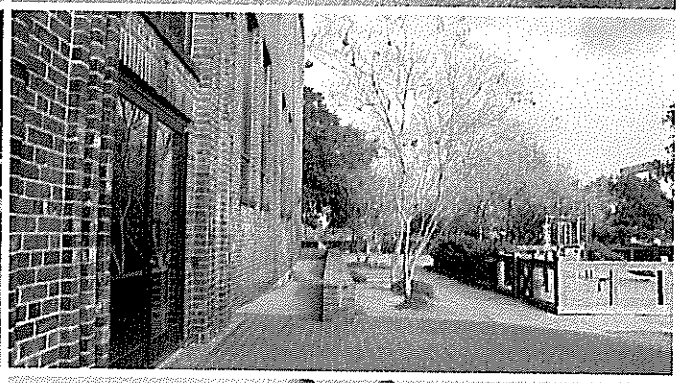
ORLP - St. Julian Devine

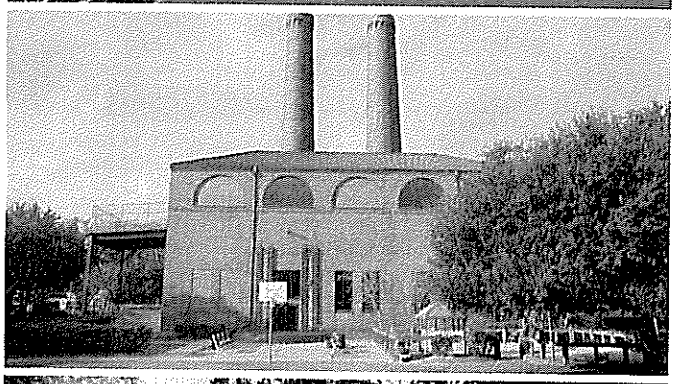
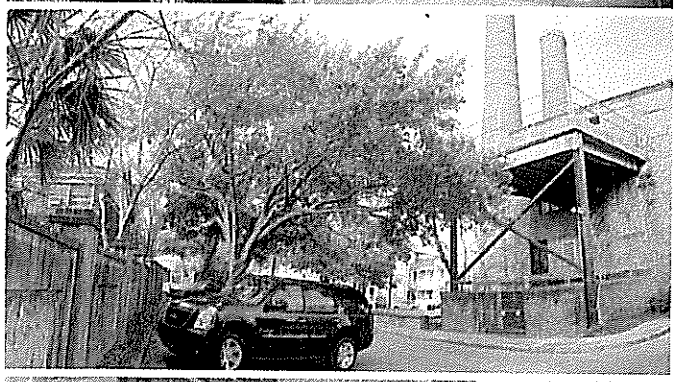
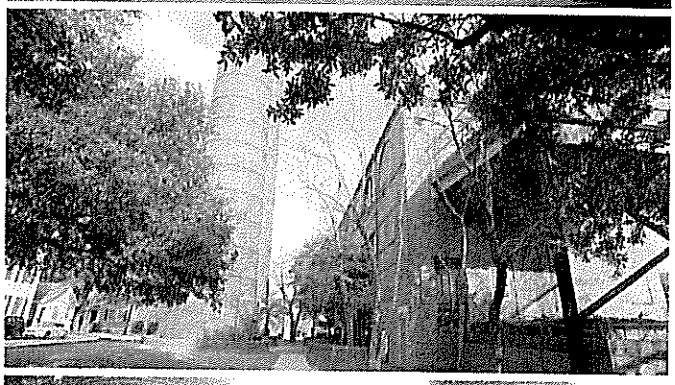
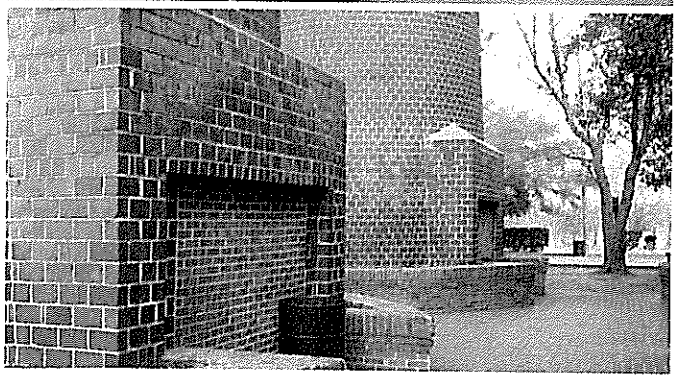
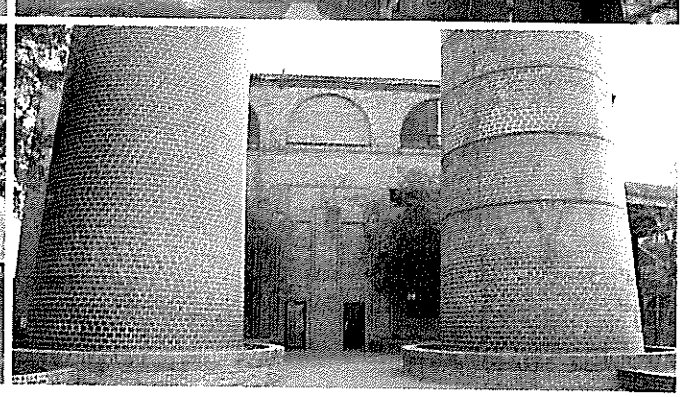
ST. JULIAN DEVINE COMMUNITY CENTER

Design Charrette

City of Charleston

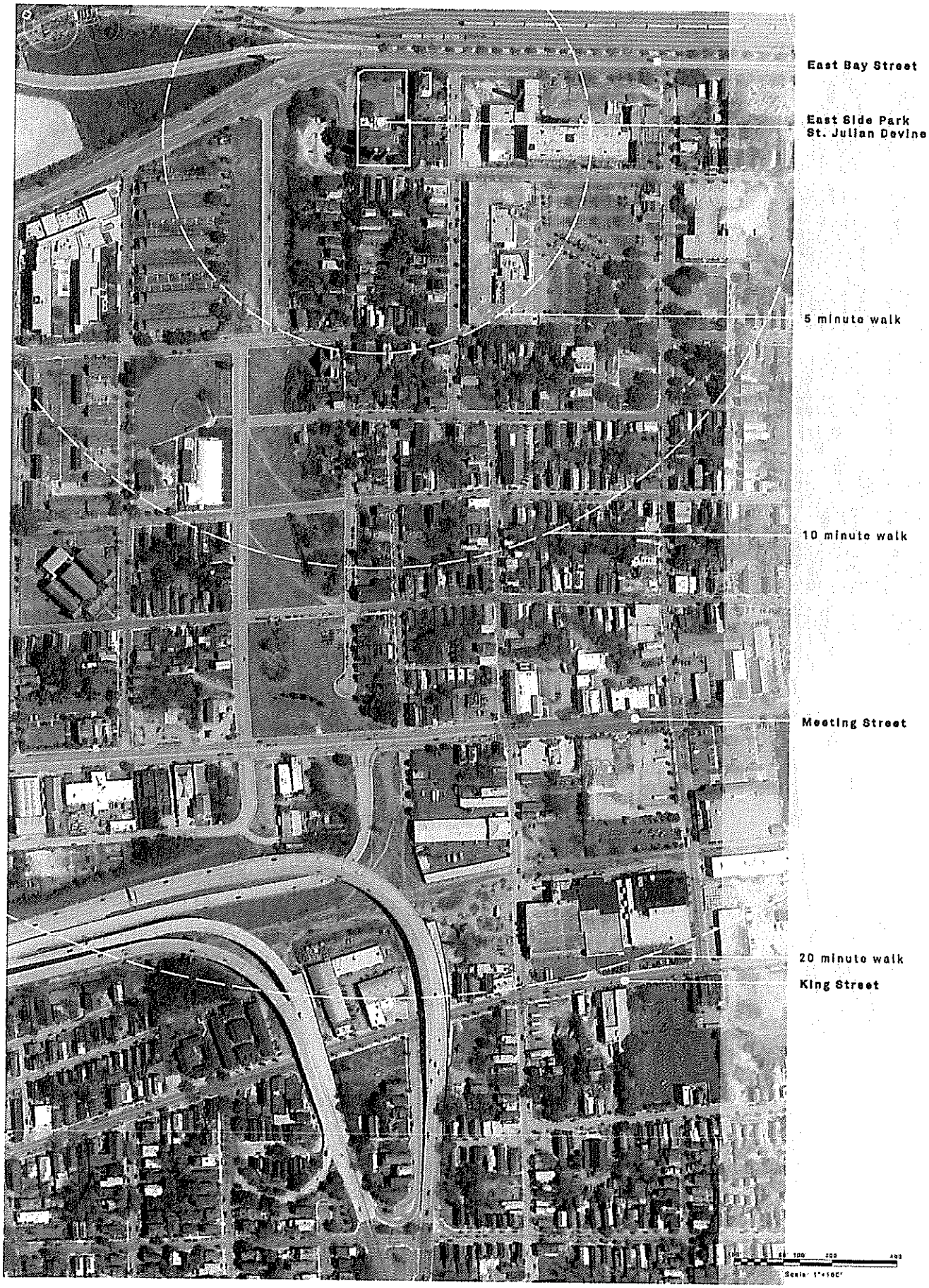





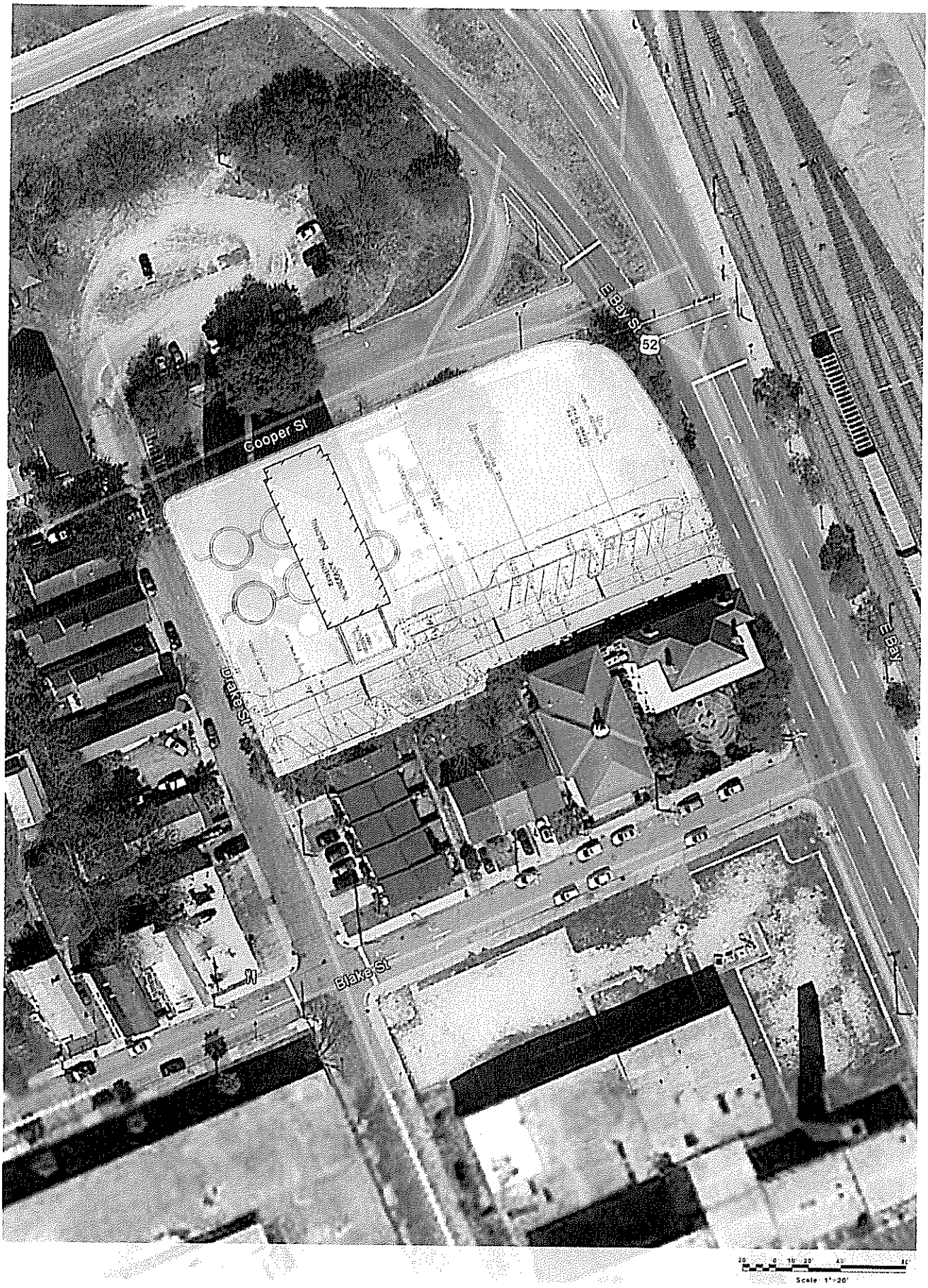
ST. JULIAN DEVINE COMMUNITY CENTER
Design Charrette
City of Charleston

http://gis.charleston-sc.gov/interactive/ParksFinder/



Site Context
ORLP - St. Julian Devine

ST. JULIAN DEVINE COMMUNITY CENTER
Design Charrette
City of Charleston



Site Base Map (1"=20')
ORLP - St. Julian Devine

ST. JULIAN DEVINE COMMUNITY CENTER
Design Charrette
City of Charleston

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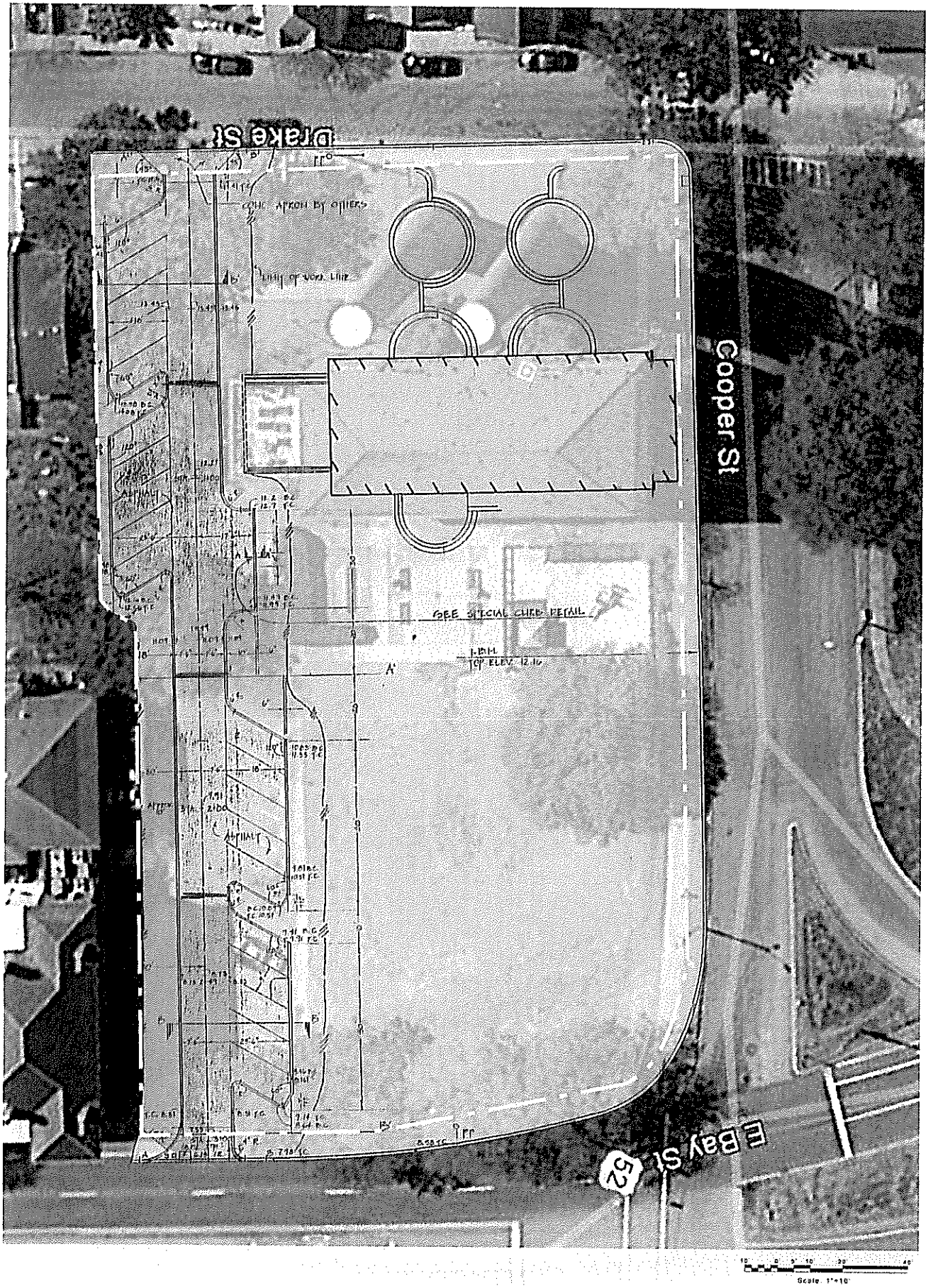
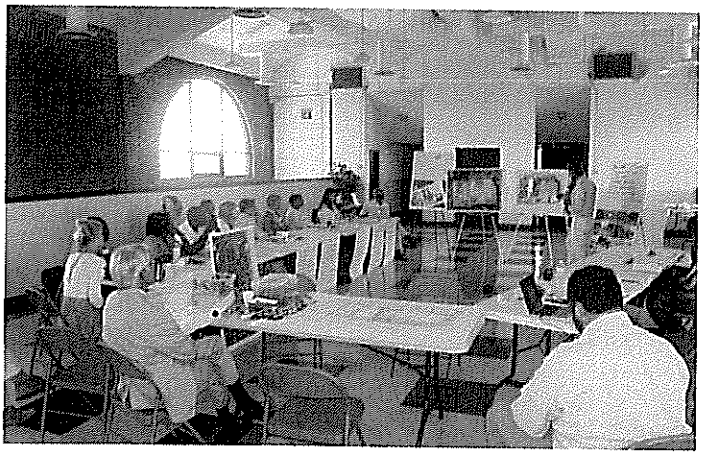


Site Base Map (1"=10')
ORLP - St. Julian Devine

ST. JULIAN DEVINE COMMUNITY CENTER
Design Charrette
City of Charleston

DW

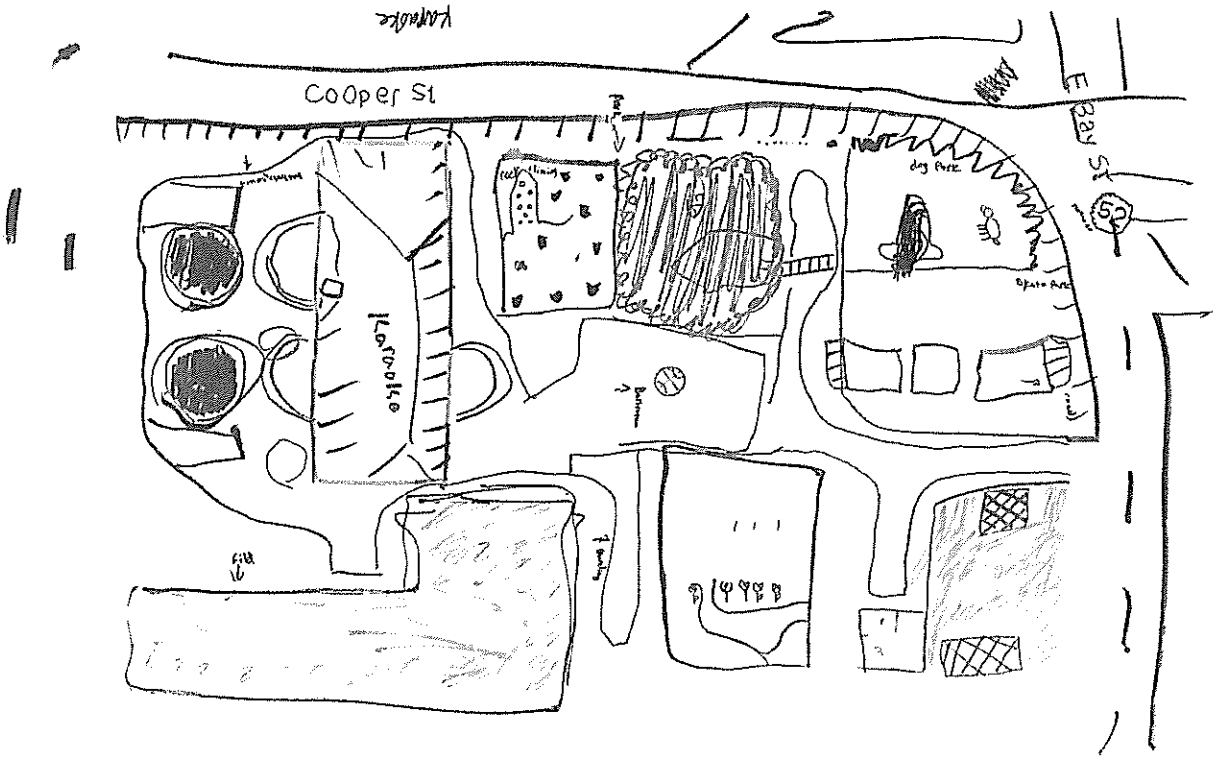


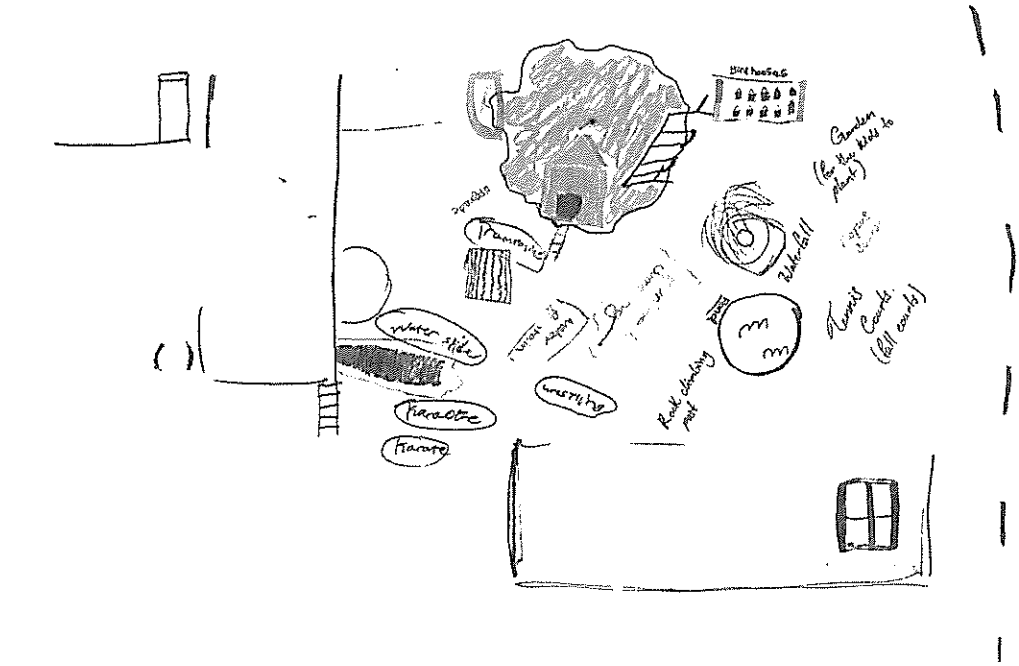
Current Programs

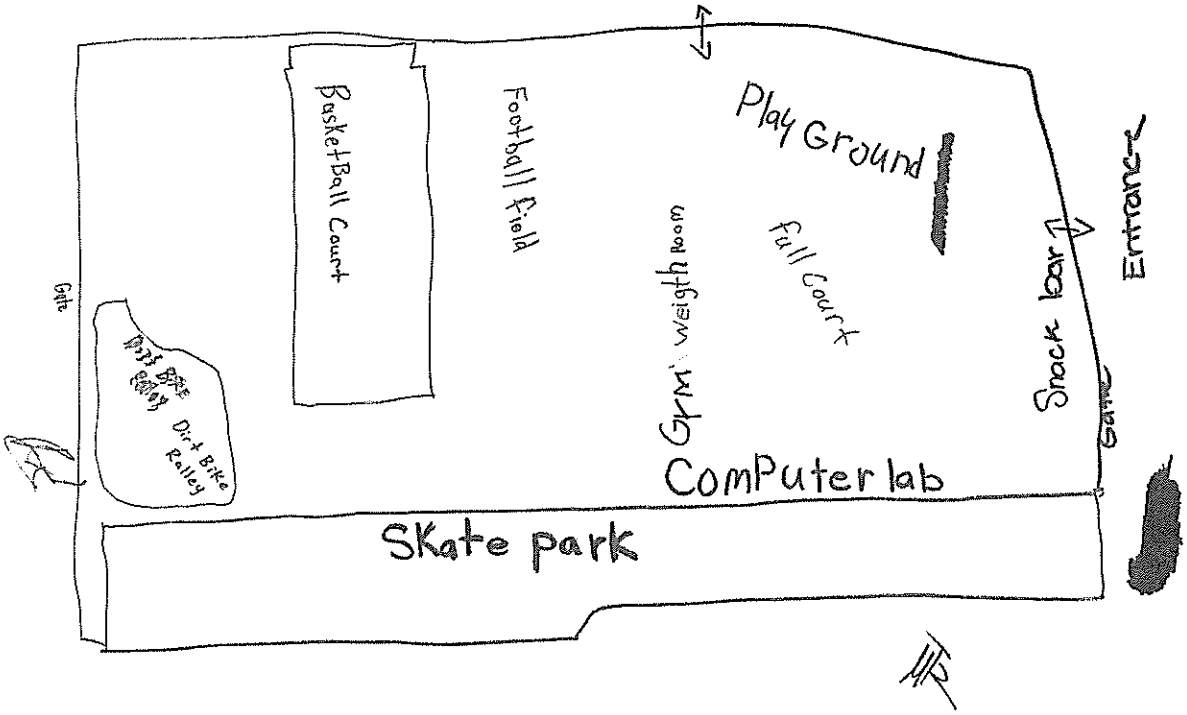
- Educational Gardening
- Arts & Ceramics
- Children's Library
- Outdoor Play
  - Basketball, kickball, dodgeball, etc.
- Media Room
- Workout Facility
- Game Room
- Summer Camp
- Private Events
- Community Gatherings
- Various Volunteer-led Classes
- Public Parking

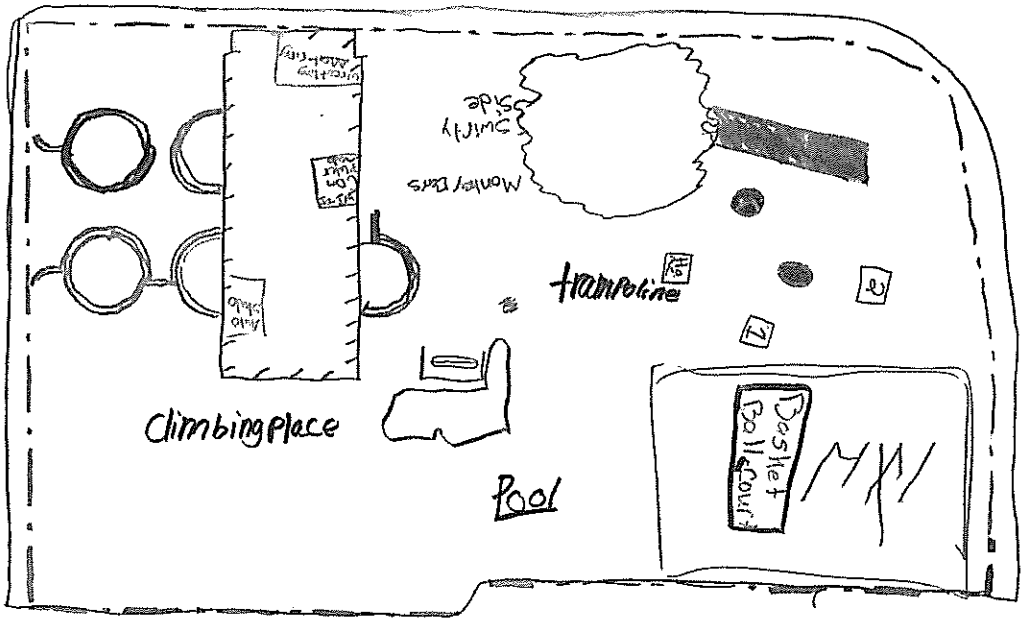
Community Wish-List

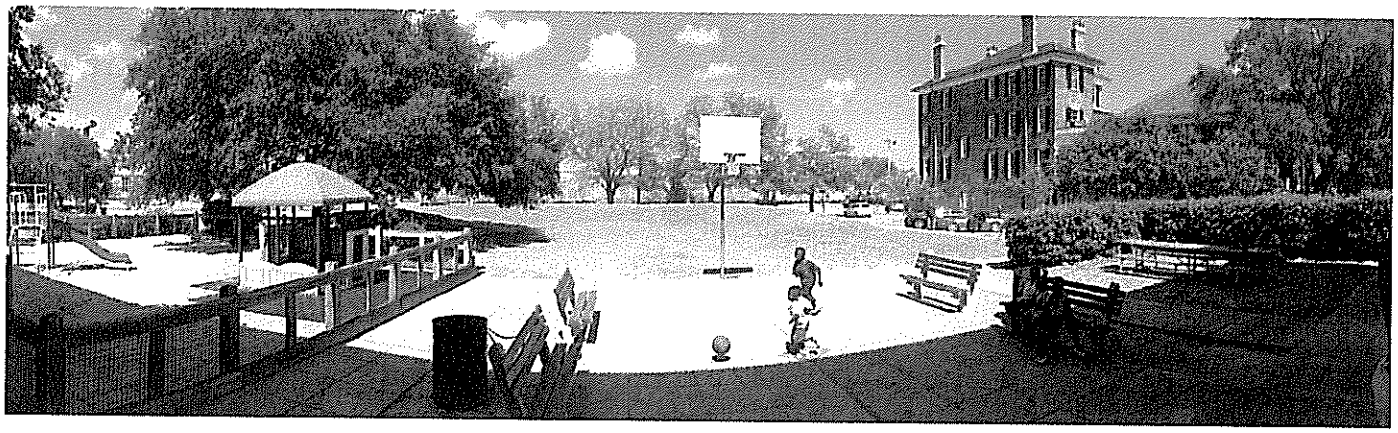
- Larger gymnasium for sporting events and community use
- Safe entertainment alternatives for teens
- Internet access and skills training
- New address along Drake St. for community familiarity
- Inviting street presence on all sides
- Shelter for shade, seating, and gatherings
- Public restroom and water fountains for bridge users
- Larger gardening area for education and community involvement
- More flexible space for active use (i.e. open field or multi-use pavement)
- Skateboard park to serve teens
- Prominent signage to give the Center an identity
- Drop-off lane for vans and buses
- Transportation for children to and from school, sporting events, etc.
- Ample parking for center patrons, bridge walkers, etc.


Cooper St
E Bay St
dog Park
Karaoke


Water slide
Karaoke
Karate
Waterfall
Tennis Courts (full courts)
Garden (for the kids to plant)


Basket Ball Court
Football field
Play Ground
Gym weigth room
Full Court
Snack bar
Entrance
Gate
Dirt Bike Ralley
Computer lab
Skate park


Swirly Side
Monkey Bars
trampoline
Climbing place
Pool
Basket Ball Court



Plan Components

Introduction:

The conceptual master plan re-design for the St. Julian Devine Community Center park landscape provides a guide to potential enhancements considered during the Community Design Charette.

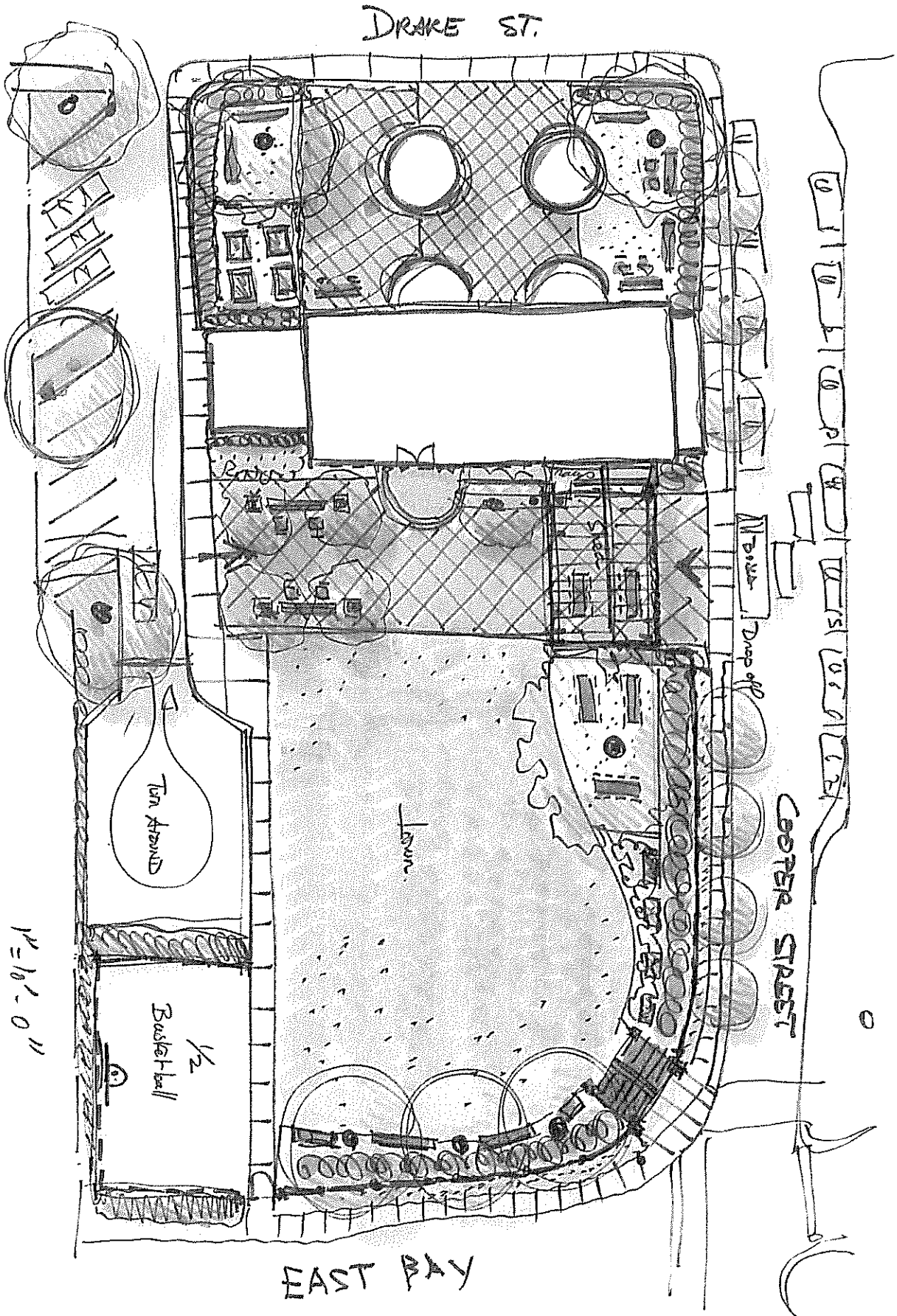
A. East Bay Lawn and Gate: Remove the mound to expand the turf play area. A seasonal garden will be enclosed with a decorative fence allowing for safety from street traffic along East Bay St. A gate entrance onto the East Bay St crosswalk and the bridge walk will allow access to the public restroom located in the Community Center building.

B. Drake Street Terrace: The front terrace re-design will focus attention on providing a garden room experience enhanced with additional seating and a shade garden.

C. East Bay Terrace: The back terrace garden will link the building to the surrounding landscape with a shade structure and tree plantings. This will also act as an entrance courtyard to this enhanced garden room.

D. Sport Courts: Transform the present parking spaces into two, half-sized basketball courts. Additional shaded seating will allow for viewing onto this space.

E. Playground: A redesigned playground experience will serve two major age-playing groups (5-12 yrs. and 13-15 yrs.)



ORLP - St. Julian Devine
Conceptual Plan Rendering (Scenario A)

City of Charleston

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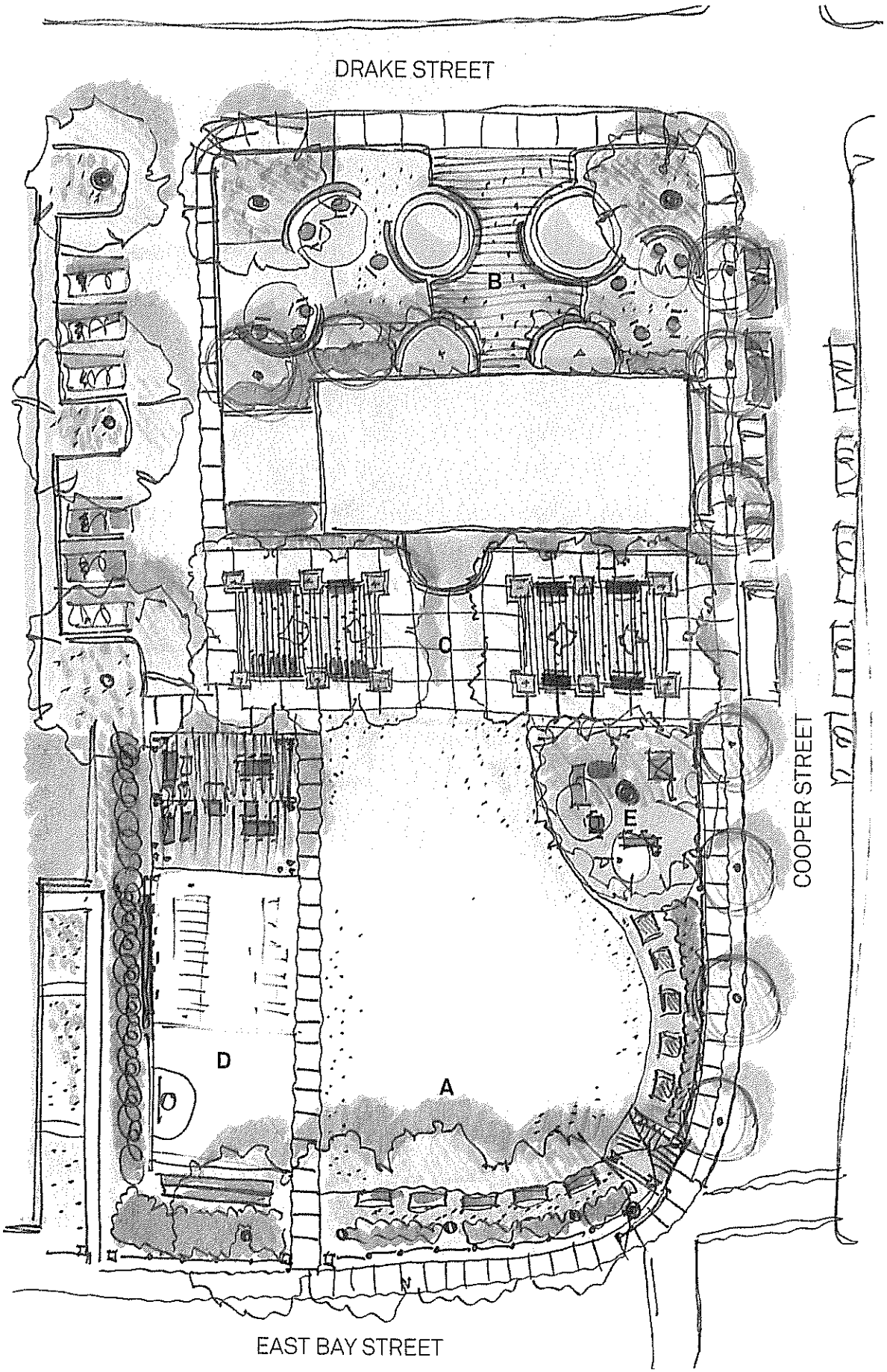
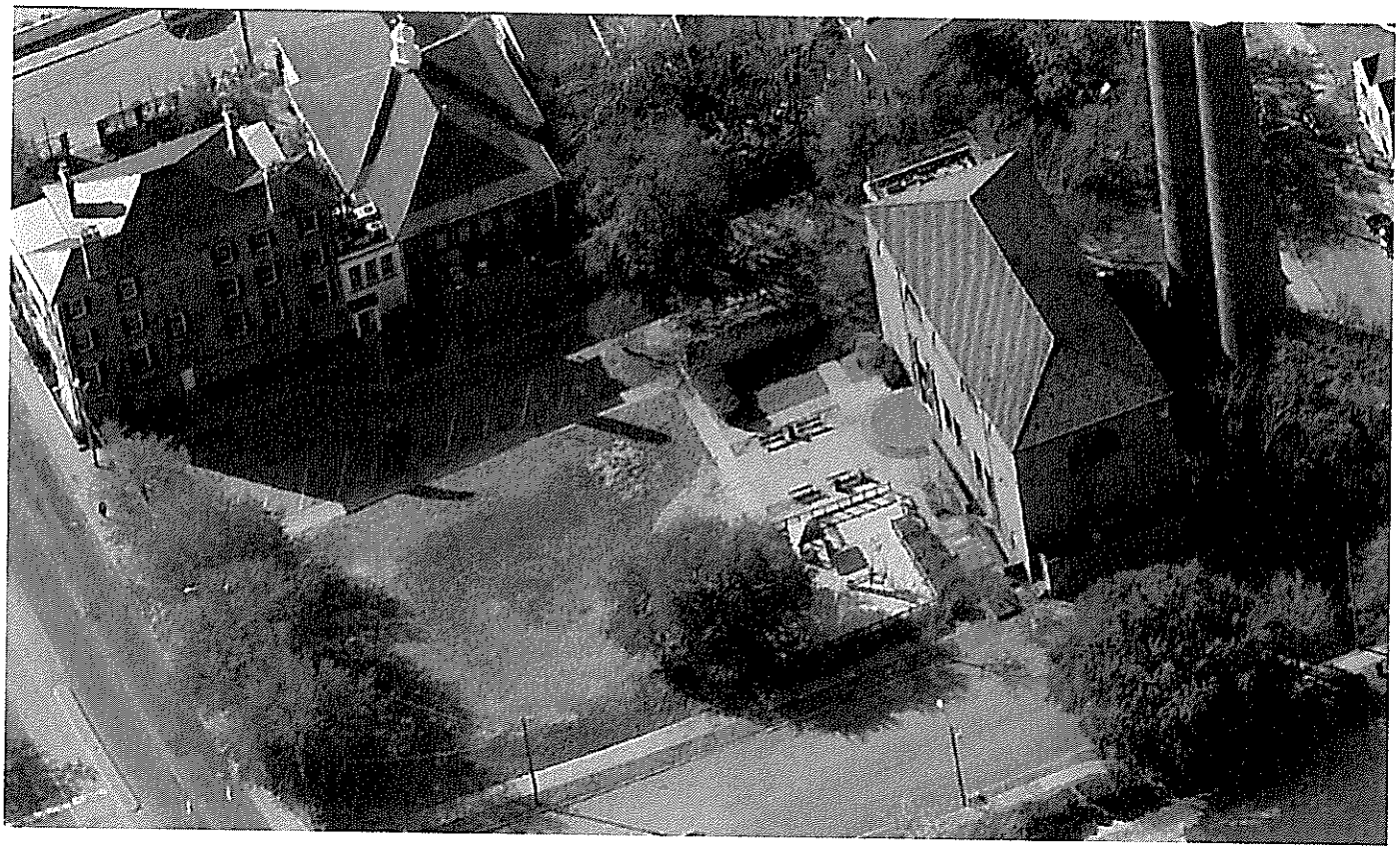
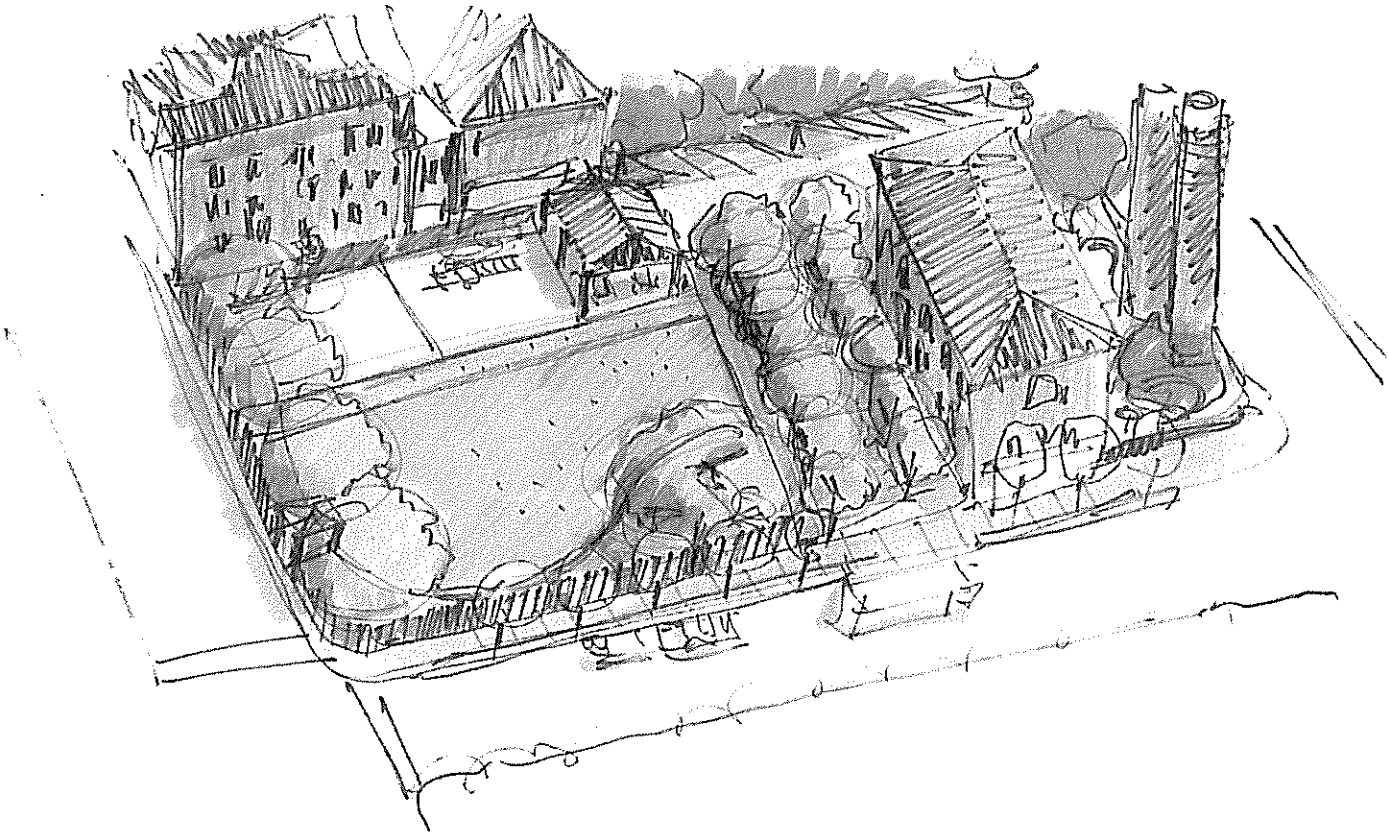


Conceptual Plan Rendering (Scenario B)





7.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Matt Compton / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: FIRE STATION #2 & #3 FEMA PRE-DISASTER MITIGATION GRANT APPLICATION

REQUEST: Approval of a grant application to FEMA via the SC Emergency Management Division for the "Pre-Disaster Mitigation Grant Program", a competitive grant program, for the retrofitting of Fire Station 2 & 3 to meet current seismic, wind and other building codes. This grant will provide $4,000,000 in funding (maximum amount allowed), requiring a match of $3,556,523 ($7,556,523 total). This application seeks the maximum funding available for individual projects, and will compete against other PDM applications nationwide. If selected, funding would be available approximately June 2017 and would have to be expended within 3 years.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** May 24, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Capital Projects Director	☒	☐		☐
Corporate Counsel	☐	☐		☐
CPR Committee Chair	☐	☐	Amy Wharton	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div N/A Acct # N/A

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

Project Number N/A

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **There is no fiscal impact for this action. An approval of the grant application will only allow the Parks Department to submit the document to FEMA via the SC Emergency Management Division. However, the fiscal impact will occur if the grant application is approved for award.**

Mayor's Signature: John J. Tecklenburg, Mayor

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

Subgrant Project Application

*** Application Title:** Charleston Fire Department - Seismic & Wind Retrofit of Fire Station 2 & 3
*** Subgrant Applicant:** City of Charleston
*** Application Number:**
*** Application Year:** FY 2016
*** Grant Type:** Pre-Disaster Mitigation
*** Address:** 262 & 264 Meeting Street

Subapplicant

* Name of Subapplicant City of Charleston

* State South Carolina

* Type of Subapplicant

- [ ] State Government
- [x] Local Government
- [ ] Indian Tribal Government
- [ ] Special Governmental District
- [ ] Private Non-Profit
- [ ] Other

If Private, Non-Profit, Describe the legal status, function, and facilities owned:

State Tax Number: (e.g. 11-111111)

Federal Tax Number: (e.g. 11-111111)

If Other, please specify:

* Federal Employer Identification Number (EIN) 57-6000226

* (If Indian Tribe selected above) Tribal ID Number:

* What is your DUNS Number? 077990786

* Is Subapplication subject to review by Executive Order 12372 Process?

Yes. [x] This preapplication/application was made available to the Executive Order 12372 Process for review on:

05/27/2016 (MM-DD-YYYY e.g. 02-05-2003)

No. [ ] Program is not covered by E.O. 12372
[ ] Or program has not been selected by state for review

* Is the Subapplicant delinquent on any Federal debt? [ ] Yes [x] No

If yes, type explanation:

* Select community

Contact

Authorized Subgrant Agent

Title
- [ ] Mr.
- [ ] Ms.
- [ ] Mrs.
- [ ] Dr.

* First Name	John
Middle Initial	J.
* Last Name	Tecklenburg
Title	Mayor
* Agency/Organization	City of Charleston
* Address 1	PO Box 304
Address 2	Charleston
* City	SC
* State	29402
* ZIP	843-724-3737
* Phone	TecklenburgJ@charleston-sc.gov
Fax	
* Email	

Point of Contact

Title
- [x] Mr.
- [ ] Ms.
- [ ] Mrs.
- [ ] Dr.

* First Name	Matthew
Middle Initial	M.
* Last Name	Compton
Title	Special Projects Administrator
* Agency/Organization	City of Charleston / Capital Projects
* Address 1	823 Meeting Street
Address 2	Charleston
* City	SC
* State	29403
* ZIP	843-973-7210
* Phone	ComptonM@charleston-sc.gov
Fax	
* Email	

Community

County	Community Name	CID	CRS	CRS	State	US

Code	(Federal Identification Processing Standard (FIPS) Place Code)	Number	Community	Rating	Legislative District	Congressional District	State
10	45-13330	455412	Yes	7	110	01	43

If you would like to make any comments, please enter them below

Attachments

Mitigation Plan

* Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multihazard mitigation plan in compliance with 44 CFR Part 201? [X] Yes [ ] No [ ] Not Known

If yes, please answer the following:

* What is the name of the plan? Charleston County Regional Hazard Mitigation Plan

* What is the type of plan?
- [X] Local MultiJurisdictional Multihazard Mitigation Plan
- [ ] Local Multihazard Mitigation Plan
- [ ] Tribal (Local) MultiJurisdictional Multihazard Mitigation Plan
- [ ] Tribal (Local) Multihazard Mitigation Plan

* When was the current multihazard mitigation plan approved by FEMA? 9/13/2013

* Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan. Project is consistent with the mitigation goals expressed in the plan.

If no or not known, please answer the following:

* Does the entity have any other mitigation plans adopted? [ ] Yes [X] No [ ] Not Known

If yes, please provide the following information.

Plan Name	Plan Type	Date Adopted	Attachment

* Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201? [X] Yes [ ] No

If yes, please answer the following:

* What is the name of the plan? South Carolina Hazard Mitigation Plan

* What is the type of plan?

- [X] Enhanced State Multi-hazard Mitigation Plan
- [ ] Enhanced Tribal Multi-hazard Mitigation Plan
- [ ] Standard State Multi-hazard Mitigation Plan
- [ ] Standard Tribal Multi-hazard Mitigation Plan

* When was the current mitigation plan approved by FEMA? October, 2013

* Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan. Project is consistent with the mitigation goals expressed in the plan, including the hardening of critical response facilities.

If you would like to make any comments, please enter them below.

Attachments: See attached Mitigation plans with goals indicated.

Scope of Work

* Title of your proposed activity(should include the type of activity and location):

*** Identify Hazards(s) to be Mitigated**

[ ] Biological	[X] Flood	[ ] Snow
[ ] Chemical	[ ] Freezing	[ ] Special Events
[ ] Civil Unrest	[ ] Human Cause	[ ] Terrorist
[X] Coastal Storm	[X] Hurricane	[X] Tornado
[ ] Crop Losses	[ ] Land Subsidence	[ ] Toxic Substances
[ ] Dam/Levee Break	[ ] Mud/Landslide	[ ] Tropical Cyclones
[ ] Drought	[ ] Nuclear	[ ] Tsunami
[X] Earthquake	[ ] Other	[ ] Typhoon
[X] Fire	[X] Severe Ice Storm	[ ] Volcano
[ ] Fishing Losses	[X] Severe Storm(s)	[X] Windstorms

*** What type of mitigation activity(ies) are you proposing? (Please choose activities from Appendix A below)**

Project proposes to retrofit the existing historic fire station (2 & 3) to protect building occupants and equipment from earthquakes, hurricanes, wind storms, flooding, and fire. This will be accomplished through installation of new foundations and structural support, reinforcement / replacement of windows, doors, and roof components to meet wind and impact requirements, and replacing existing MEP systems with code-compliant systems, including fire alarm and sprinkler system. Flood hazard related to rising sea level will be addressed through dry flood proofing techniques.

If you selected Other or Miscellaneous, above, please specify:

Fire Station 2 & 3 was constructed in 1887 after the Great Earthquake of 1886 wreaked havoc on Charleston. This two-story, unreinforced masonry structure is highly susceptible to damage during seismic events. The original roof framing system, doors, and windows are not rated for impact or high wind, exposing the building and occupants to potential damage. Obsolete mechanical / electrical / plumbing systems pose fire hazards, and lack modern code components, and other building code and life safety deficiencies have been noted during facility assessments.

*** Provide a clear and detailed description of your proposed activity**

This project will work within the historic structure. The interior will be carefully removed for re-use. Micro-pile foundations will be installed to provide the necessary support for the new interior structural framing system. After the exterior masonry is mechanically attached to the new framing, the exterior will be repaired and repointed as needed. Interior finishes will be replaced after the new M/E/P systems are installed. Windows and doors will be reinforced or replaced if needed to meet the wind and impact requirements. Roof framing and surfacing will be replaced. All work will be permitted through the City's Board of Architectural Review, the SC SHPO, and the Department of Interior as required.

* Are you doing construction in this project?

[X] Yes [ ] No

* Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Please attach supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc. and mark your project site on the FIRM/DFIRM/FHBM (even if it is out of the floodplain).

Fire Station 2 & 3 is located in downtown Charleston, at the NE corner of Meeting Street and Wentworth Street. Constructed as two independent stations, it has street addresses of 262 and 264 Meeting Street. See the attached map.

Enter the Latitude and Longitude coordinates for the project area.

* Latitude:

* Longitude:

* Briefly describe the need for this activity. Why should this mitigation activity be completed?

Fire Station 2 & 3 has been in place for nearly 130 years. During that time, the peninsula has grown to what it is today - a densely developed historic district that supports a thriving tourist industry. This station houses Engine Company 102 and 103, and the crew for 102 also mans the City's fire boat, Marine 101. The personnel at this location responded to nearly 5,000 calls for service in 2015, providing first-due response to the historic district south of Beaufain St. / Market St. (approx. 1.6-sq. miles) and secondary response to the remainder of the peninsula (12.6-sq. miles).

* Who will the mitigation activity benefit and/or impact?

Over 35,000 residents live on the peninsula of downtown Charleston. The numerous schools, universities, hospitals and tourism related industries cause the daily population to swell to as much as 150,000 persons on peak days. These citizens need emergency response personnel and equipment conveniently located to provide the best possible utilization of the available resources. Relocating this station is not an option due to lack of available space, and the building's historic status prevents it from being replaced with a new structure. By retrofitting the existing facility to meet or exceed the current codes, the personnel and equipment at this location will be protected in the event of a significant event.

* How will the mitigation activity be implemented?

The City of Charleston's Capital Projects division will manage this project. A Request for Qualifications will be issued to solicit design professionals interested in the project. The design team will be selected by a committee, and will work closely with regulatory and historic preservation staff at the local, state, and national level to attain the necessary permits for the work. Construction documents will then be issued for competitive bids, and the lowest qualified bidder will be issued a contract for implementation of the project.

* Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damages to properly and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes, engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr floor protection wit freeboard, 100-yr wind design, etc.).

This project has not been designed, but is similar in nature to several project recently completed by the City of Charleston. The renovation of City Hall and the Dock Street Theater both addressed similar requirements - structural deficiencies, obsolete mechanical / electrical / plumbing systems, risk of damage from wind and flying debris, flooding, etc. - and will serve as good examples of the approach required. In addition, we are in the early stages of design and permitting for Fire Station #6, a contemporary structure to Stations #2 & 3. Any challenges encountered during this process will inform this project.

All work will be designed and constructed to meet or exceed the requirements of the applicable building codes and historic preservation guidelines.

* Who will manage and complete the mitigation activity?

The City of Charleston's Capital Projects division has a staff of registered design professionals with over 100 years of combined capital project management experience. Recently completed projects range from small park improvements ($25,000) to major public facilities (over $160m). In addition, we have an established internal support and review process that streamlines reviews and approvals while preventing problems.

* Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

This project will address the identified hazards, resulting in a structure that will still be serviceable following an earthquake or major storm. The personnel and equipment in the facility will also be protected, allowing them to be ready to respond in the aftermath of the event. We do not anticipate any hazards remaining on site after the project is completed.

* When will the mitigation activity take place?

Immediately following the notification of award, we will prepare the RFQ package so that it can be advertised as soon as the funding agreement is in place. Selecting and entering a contract with the design team will require approximately 3 months. Design and permitting will require nine months to one year. Advertising for and receiving bids and entering a construction contract will require approximately three months, followed by a construction period of 12 to 15 months. The entire process will require 27 to 33 months after the funding agreement is in place.

* Explain why this project is the best alternative. What alternatives were considered to address the Risk and why was the proposed activity considered the best alternative?

The historic district of Charleston has been fully developed for over 50 years. After it was no longer possible to create more land by filling in the surrounding marshes, new projects relied on subdividing larger lots or tearing down existing structures. As historic preservation has become more important, removing existing structures has become more difficult. This lack of open space and difficulty in removing existing structures encourages historic preservation / restoration. For our project, it is not feasible to relocate the station while maintaining the same level of service, nor can we tear down and reconstruct the structures. Retrofitting the existing is the best option.

* Please identify the entity that will perform any long-term maintenance and provide a maintenance schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed.

The City of Charleston's facility maintenance personnel will perform maintenance directly and/or through contracts. A maintenance schedule will be developed based on the guidance provided by the design team, specific to the materials and methods used in the project. Funding for maintenance will be provided through an allocation in the Fire Department's operating budget, supplemented as need with funds from the city-wide general maintenance and/or capital maintenance budgets.

If you would like to make any comments, please enter them below.

Attachments:

Properties

Property Owner's Name	Address of Property to be Mitigated	City Zip	NFIP	Policy #	FMA Repetitive Loss	FMA Severe Repetitive Loss	Property Locator #
			Yes No		Yes No	Yes No	
			Yes No		Yes No	Yes No	

☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No

Address of Property to be Mitigated:

* **Street Number**

262 and 264 Meeting Street

Direction

☐ East
☐ North
☐ North East
☐ North West
☐ South
☐ South East
☐ South West
☐ West

***Street Name**

***Street Type**

☐ Avenue
☐ Boulevard
☐ Branch
☐ Causeway
☐ Center
☐ Circle
☐ Common
☐ Corner
☐ Course
☐ Court
☐ Crescent
☐ Drive
☐ Expressway
☐ Freeway
☐ Grove
☐ Highway
☐ Island
☐ Isle
☐ Junction
☐ Lake
☐ Land
☐ Mall
☐ Motorway
☐ Other
☐ Parkway
☐ Pike
☐ Place
☐ Plains
☐ Plaza
☐ Point
☐ Ridge
☐ Road
☐ Route
☐ Square
☒ Street
☐ Terrace
☐ Trace
☐ Trail
☐ Turnpike
☐ Valley
☐ View
☐ Village
☐ Ville
☐ Walk
☐ Way

If Other, Specify Street Type

Direction

☐ East
☐ North
☐ North East
☐ North West
☐ South
☐ South East
☐ South West
☐ West

☐ Apartment
☐ Basement
☐ Building
☐ Department
☐ Lobby
☐ Lot
☐ Lower
☐ Office
☐ Side
☐ Slip
☐ Space
☐ Stop

Unit Type

- [ ] Floor
- [ ] Front
- [ ] Hanger
- [ ] Key
- [ ] Lobby
- [ ] Other
- [ ] Penthouse
- [ ] Pier
- [ ] Rear
- [ ] Room
- [ ] Suite
- [ ] Trailer
- [ ] Unit
- [ ] Upper

If Other, Specify Unit Type

Number

***City**

***County**

***State**

***Zip**

Owner Information:

If the owner is an organization, then split this information in the First and Last Name.

***First Name**

Middle Name

***Last Name**

Home Phone

Cell Phone

Work Phone

- [ ] Owner's Mailing Address (check if this address is the same as Property Address above):

* **Street Number**

Direction

- [ ] East
- [ ] North
- [ ] North East
- [ ] North West
- [ ] South
- [ ] South East
- [ ] South West
- [ ] West

***Street Name**

***Street Type**

- [ ] Avenue
- [ ] Boulevard
- [ ] Branch
- [ ] Causeway
- [ ] Center
- [ ] Circle
- [ ] Common
- [ ] Corner
- [ ] Course
- [ ] Highway
- [ ] Island
- [ ] Isle
- [ ] Junction
- [ ] Lake
- [ ] Land
- [ ] Mall
- [ ] Motorway
- [ ] Other
- [ ] Ridge
- [ ] Road
- [ ] Route
- [ ] Square
- [ ] Street
- [ ] Terrace
- [ ] Trace
- [ ] Trail
- [ ] Turnpike
- [ ] Valley

	Court	Parkway	View
	Crescent	Pike	Village
	Drive	Place	Ville
	Expressway	Plains	Walk
	Freeway	Plaza	Way
		Point	
	Grove		

If Other, Specify Street Type

Direction

- East
- North
- North East
- North West
- South
- South East
- South West
- West

Unit Type

Apartment	Lobby	Side
Basement	Lot	Slip
Building	Lower	Space
Department	Office	Stop
Floor	Other	Suite
Front	Penthouse	Trailer
Hanger	Pier	Unit
Key	Rear	Upper
Lobby	Room	

If Other, Specify Unit Type

Number

***City**

***County**

***State**

***Zip**

*** Does this property have other co-owners or holders of recorded interest?** Yes No

If Yes, Enter Co-owner or Owner of Property Interest Information:

If the co-owner is an organization, then split this information in the First and Last Name.

***First Name**

Middle Name

***Last Name**

Home Phone

Cell Phone

Work Phone

Co-owner's Mailing Address:

☐ Owner's Mailing Address ☐ Property Address ☐ None

* **Street Number**

Direction

☐ East
☐ North
☐ North East
☐ North West
☐ South
☐ South East
☐ South West
☐ West

***Street Name**

***Street Type**

☐ Avenue
☐ Boulevard
☐ Branch
☐ Causeway
☐ Center
☐ Circle
☐ Common
☐ Corner
☐ Course
☐ Court
☐ Crescent
☐ Drive
☐ Expressway
☐ Freeway
☐ Grove
☐ Highway
☐ Island
☐ Isle
☐ Junction
☐ Lake
☐ Land
☐ Mall
☐ Motorway
☐ Other
☐ Parkway
☐ Pike
☐ Place
☐ Plains
☐ Plaza
☐ Point
☐ Ridge
☐ Road
☐ Route
☐ Square
☐ Street
☐ Terrace
☐ Trace
☐ Trail
☐ Turnpike
☐ Valley
☐ View
☐ Village
☐ Ville
☐ Walk
☐ Way

If Other, Specify Street Type

Direction

☐ East
☐ North
☐ North East
☐ North West
☐ South
☐ South East
☐ South West
☐ West

Unit Type

☐ Apartment
☐ Basement
☐ Building
☐ Department
☐ Floor
☐ Lobby
☐ Lot
☐ Lower
☐ Office
☐ Other
☐ Side
☐ Slip
☐ Space
☐ Stop
☐ Suite

☐ Front ☐ Penthouse ☐ Trailer
☐ Hanger ☐ Pier ☐ Unit
☐ Key ☐ Rear ☐ Upper
☐ Lobby ☐ Room

If Other, Specify Unit Type

Number

***City**

***County**

***State**

***Zip**

Comments

Attachments:

Property Information:

* **Latitude:**

* **Longitude:**

*Year Built

* Structure Type

☐ 2-4 Family
☐ Manufactured Home
☐ Multi-Family Dwelling - 5 or More Units
☐ Non-residential - Private
☐ Non-residential - Public
☐ Other (Specify in Comments)
☐ Single Family
☐ Vacant Land

If Other Structure Type, please specify

Property Tax Identification Number

Legal Description

Does this property have a NFIP Policy Number? (Note: For SRL grants, a response to this question is required.)

☐ Yes ☐ No

If Yes, then provide policy Number

Required for Grantee FMA Repetitive Loss
(Note: If Yes, then the property must be identified on FEMA's FMA RL list)

☐ Yes ☐ No

Required for Grantee FMA Severe Repetitive Loss
(Note: If Yes, then the property must be identified on FEMA's FMA RL list)

☐ Yes ☐ No

Property Locator Number

* Identify hazard(s) to be mitigated:

- ☐ Biological
- ☐ Chemical
- ☐ Civil Unrest
- ☐ Coastal Storm
- ☐ Crop Losses
- ☐ Dam/Levee Break
- ☐ Drought
- X Earthquake
- X Fire
- ☐ Fishing Losses
- X Flood
- ☐ Freezing
- ☐ Human Cause
- X Hurricane
- ☐ Land Subsidence
- ☐ Mud/Landslide
- ☐ Nuclear
- ☐ Other
- X Severe Ice Storm
- X Severe Storm(s)
- ☐ Snow
- ☐ Special Events
- ☐ Terrorist
- X Tornado
- ☐ Toxic Substances
- ☐ Tropical Cyclones
- ☐ Tsunami
- ☐ Typhoon
- ☐ Volcano
- X Windstorms

If other hazards, please specify

* Property Action

- ☐ Acquisition of Vacant Land
- ☐ Acquisition/Demolition
- ☐ Acquisition/Relocation
- ☐ Elevation
- X Floodproofed
- ☐ Mitigation Reconstruction
- X Other (Specify in Comments)
- ☐ Safe Room/Wind Shelter
- X Seismic Retrofit
- ☐ Wildfire Retrofit
- X Wind Retrofit
- ☐ Wind Retrofit Advanced (A-P804)
- ☐ Wind Retrofit Basic (B-P804)
- ☐ Wind Retrofit Estimated (ES-P804)
- ☐ Wind Retrofit Intermediate (I-P804)

If Other Property Action, please specify: Updating M/E/P systems to address life safety issues.

* Is this property substantially damaged? ☐ Yes X No

Estimated Purchase Offer Amount

(only applicable when Property Action is Elevation)

Base Flood Elevation feet

First Floor Elevation feet

Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation (only applicable when Property Action is Elevation)	feet
Foundation Type	☐ Basement ☐ Crawl Space ☐ Elevated on Piers, Piles, Posts or Columns ☐ Other (Specify in Comments) ☐ Slab on Grade ☐ Vacant Land
If Other Foundation Type, please specify	
Flood Zone Designation	☐ C, X ☐ B, X ☐ N ☐ AR ☐ A99 ☒ A1-30, AE ☐ A ☐ A0 ☐ V0 ☐ AH ☐ V1-30, VE ☐ V ☐ E ☐ M ☐ D ☐ P
If Other Flood Zone Designation, please specify	
(only applicable when Property Action is Acquisition or Elevation)	
How was cost-effectiveness determined for this property?	☒ FEMA's Benefit Cost analysis (BCA) Tool ☐ Greatest Savings to the Fund (GSTF) ☐ Pre-calculated Benefits ☐ Substantial Damage in Special Flood Hazard Area (SFHA) - for acquisition only ☐ Other
If Other cost-effectiveness, please specify	
Comments	

Attachments:

Schedule

Enter Work Schedule
Please include all tasks necessary to implement this mitigation activity, the estimated timeframe for each task, and who will complete it.

Description Of Task	Starting Point	Unit Of Time	Duration	Unit Of Time	Work Complete By
Select and contract for design	Funding agreement	Month	3		Funding + 3 months
Design and permitting	Design contract	Month	9-12		Funding + 12-15 months
Solicit construction bids	Permitting	Month	2		Funding +14 - 17 months
Contract approval	Bids	Month	1		Funding +15-18 months
Construction	Contract	Month	12 - 15		Funding + 27-33 months

* Estimate the total duration of the proposed activity: 27 - 33

- [ ] Day(s)
- [ ] Week(s)
- [x] Month(s)
- [ ] Year(s)

Cost Estimate

Item Name	Cost Classification	Grant Budget Class	Subgrant Budget Class	Unit Quantity	Unit of Measure	Unit Cost ($)	Cost Estimate ($)

See attached

* Total Cost Estimate $

Cost Share

Total Cost Estimate	$7,556,523
Federal Share Percentage	52.9 % (maximum Federal share sought)
Non-Federal Share Percentage	47.1% (balance)

	Dollars	Percentage	
* Proposed Federal Share	$ 4,000,000	%	52.9
* Proposed Non-Federal Share	$ 3,556,523	%	47.1

* Non-Federal Funds

Source Agency	Name of Source Agency	Funding Type	Amount ($)
City of Charleston - Capital Improvement Plan / Public Safety allocation - General Fund			$3,556,523

Grand Total $ 3,556,523

If you would like to make any comments, please enter them below.

Attachments:

Cost Effectiveness

* Attach the Benefit Cost Analysis (BCA), if completed for this project

* Net Present Value of Project Benefits (A)
* Total Project Cost Estimate (B)
* What is the Benefit Cost Ratio for the entire project (A/B)?

If you would like to make any comments, please enter them below.

Attachments:

A. National Historic Preservation Act - Historic Buildings and Structures

* 1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? [X] Yes [ ] No [ ] Not known

If Yes, you must confirm that you have provided the following:

[X] The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),

[X] A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),

[X] A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property(s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

[X] Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.

[X] Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.

[ ] For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.

[ ] Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Please see attachments.

Attachments:

B. National Historic Preservation Act - Archeological Resources

* 1. Does your project involve disturbance of ground? [X] Yes [ ] No [ ] Not Known

If Yes, you must confirm that you have provided the following:

[X] A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location

[X] The past use of the area to be disturbed, noting the extent of previously disturbed ground.

[X] A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

[X] Any information about potential historic properties, including archeological sites, in the project area.

Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.

[X] Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Please see attachments

Attachments:

C. Endangered Species Act and Fish and Wildlife Coordination Act

* 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? [ ] Yes [X] No [ ] Not Known

If Yes, you must confirm that you have provided the following:

[ ] Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

[ ] Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.

[ ] Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

* 2. Does your project remove or affect vegetation? [ ] Yes [X] No [ ] Not Known

If Yes, you must confirm that you have provided the following:

[ ] Description of the amount (area) and type of vegetation to be removed or affected.

[ ] A site map showing the project area and the extent of vegetation affected.

☐ Photographs or digital images that show both the vegetation affected and the vegetation in context of it surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

☐ Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

* 3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? ☐ Yes ☒ No ☐ Not Known

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

☐ A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).

☐ Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect

☐ A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

☐ Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.

☐ Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Attachments:

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

* 1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? ☐ Yes ☒ No ☐ Not Known

If Yes, you must confirm that you have provided the following:

☐ Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

☐ Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.

☐ Evidence of alternatives considered to eliminate or minimize impacts to wetlands.

☐ Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Attachments:

E. Executive Order 11988 (Floodplain Management)

* 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? ☒ Yes ☐ No ☐ Not Known

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project (If you selected Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

The project intends to retrofit an existing fire station located in an AE-13 flood zone. Based on aerial survey data, the FFE is estimated to be 10.5'. Dry floodproofing will be incorporated into the project in anticipation of rising sea levels, as raising the elevation of the apparatus bays is not practical.

* 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.

☐ Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).

☐ Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.

☐ Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Attachments:

F. Coastal Zone Management Act

* 1. Is the project located in the State's designated coastal zone? ☒ Yes ☐ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.

☐ Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Project is located in Charleston County, one of 8 coastal counties in South Carolina. The total land disturbance anticipated is less than 0.25-acres, and will be almost entirely within the existing building footprint. Based on prior experience with similar projects, there will not be any coastal zone requirements that have not already been factored into the cost estimate.

Attachments:

G. Farmland Protection Policy Act

* 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non- agricultural use? ☐ Yes ☒ No ☐ Not Known

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Attachments:

H. RCRA and CERCLA (Hazardous and Toxic Materials)

* 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Comments and any relevant documentation.

☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

☐ Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Project site has been used as a municipal fire station since 1887. Beyond minor quantities of lead paint, we do not anticipate any hazardous materials that must be addressed.

* 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

☐ Comments and any relevant documentation.

- [ ] Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

- [ ] Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? [ ] Yes [X] No [ ] Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- [ ] Comments and any relevant documentation.

- [ ] Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

- [ ] Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? [ ] Yes [X] No [ ] Not Known

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- [ ] Comments and any relevant documentation.

- [ ] Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.

- [ ] Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Attachments:

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? ☐ Yes ☒ No ☐ Not Known

If Yes, you must confirm that you have provided the following:

☐ Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

☒ Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.

☐ Attached materials or additional comments.

Please enter your comments below (If you selected Yes or Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Please see attached census data for the surrounding area.

Attachments:

J. Other Environmental/Historic Preservation Laws or Issues

* 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? ☒ Yes ☐ No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

This project is subject to the requirements of the City of Charleston's Board of Architectural Review, reviews by the SC SHPO, and must comply with the Department of the Interiors guidelines for work on historic properties.

* 2. Are there controversial issues associated with this project? ☐ Yes ☒ No ☐ Not Known

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort (If you selected Not Known above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

* 3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? ☐ Yes ☒ No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

Attachments:

K. Summary and Cost of Potential Impacts

* 1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? ☒ Yes ☐ No

If Yes, you must confirm that you have:

☒ Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.

☒ Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.

☒ Considered alternatives that could minimize both the impacts and the cost of the project.

☒ Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Please enter your comments below (If you selected Yes above, please indicate why in the text box below and any information about this project that could assist FEMA in its review.):

Attachments:

Evaluation

By checking the *Not Applicable* box and not providing the information in this section, I understand that this application may not be selected for the Pre-Disaster Mitigation - Competitive Grant Program.

Incomplete/Complete

☐ Not applicable

* Is the recipient participating in the Community Rating System (CRS)? ☒ Yes ☐ No

If yes, what is their CRS rating? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☒ 7 ☐ 8 ☐ 9 ☐ 10

* Is the recipient a Cooperating Technical Partner (CTP)? ☐ Yes ☒ No

* Is the recipient a Firewise Community? ☐ Yes ☒ No

If yes, please provide their Firewise Community number.

* Has the recipient adopted building codes consistent with the International Codes? ☒ Yes ☐ No

* Has the recipient adopted the National Fire Protection Association (NFPA) 5000 Code? ☒ Yes ☐ No

* Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)? ☐ Yes ☐ No

If yes, what is their BCEGS rating? ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10

* Is this a small, impoverished community? ☐ Yes ☒ No

* How will this mitigation activity leverage involvement of partners to enhance its outcome?

* How will this mitigation activity offer long-term financial and social benefits or promote resiliency for the community?

The purpose of this project is to maintain a consistent level of emergency services following a hazardous event, including hurricanes, windstorms, and earthquakes. This benefits the community by decreasing the potential for property loss while increasing the overall safety of the residents and visitors.

* Please provide the percent of the population benefiting from this mitigation activity. 27 %

* Please explain your response to the above question.
The first and secondary response areas serviced by these engine companies includes a population of approximately 35,000. The population of the City of Charleston is an estimated 126,000.

* Does this mitigation activity protect a critical facility? [X] Yes [ ] No

If yes, please select the type of critical facilities to be protected

- [ ] Hazardous Materials Facilities
- [ ] Emergency Operation Centers
- [ ] Power Facilities
- [ ] Water Facilities
- [ ] Sewer and wastewater treatment Facilities
- [ ] Communications Facilities
- [X] Emergency Medical Care Facilities
- [X] Fire Protection
- [ ] Emergency Facilities

If you would like to make any comments, please enter them below.

Attachments:

Assurances and Certifications

Forms	Status
Part I: Assurances **Non-Construction** Programs / Assurances **Construction** Programs.	Incomplete/Complete [ ] Not Applicable
Part II: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.	Incomplete/Complete
Part III: Disclosure of Lobbying Activities (**Complete only if applying for a grant of more than $100,000 and have lobbying activities using Non-Federal funds.**)	Incomplete/Complete [X] Not Applicable

Assurances-Non-Construction Programs

Attachments

I, John J. Tecklenburg, hereby sign this form as of May 24, 2016.

Assurances-Construction Programs

Attachments

I, John J. Tecklenburg, hereby sign this form as of May 24, 2016.

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.

Attachments

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

I, John J. Tecklenburg, hereby sign this form as of May 24, 2016.

Disclosure of Lobbying Activities

Attachments

I, John J. Tecklenburg, hereby sign this form as of May 24, 2016.

Appendix A

Budget / Cost Estimate

Fire Station No. 2 & 3

FEMA - Hazard Mitigation Grant Program
Application FY 2016 FEMA PDM

Item Name	Qty	Unit	Unit Cost	Extended	Notes
Mobilization	1	Each	$ 25,000	$ 25,000	
Asbestos abatement	1	Allow	$ 12,000	$ 12,000	Allowance - not known to exist
Lead abatement	1	Allow	$ 7,200	$ 7,200	Allowance - not known to exist
Selective demolition & replacement, living qtr	5700	SF	$ 216	$ 1,231,200	Rosenblum-Coe est. for #2&3, July, 2010
Selective demolition & replacement, app. Bay	5700	SF	$ 90	$ 513,000	Rosenblum-Coe est. for #2&3, July, 2010
Seismic upgrades	1	Allow	$ 2,203,080	$ 2,203,080	ADC Engineering estimate #2&3
Windows	20	Each	$ 1,440	$ 28,800	Rosenblum-Coe est. for #2&3
Shutters	20	Each	$ 600.00	$ 12,000	Rosenblum-Coe est. for #2&3
Brick Repointing	1000	SF	$ 12.00	$ 12,000	Limited - largely reworked 2005
Removal / replacement Roof	6200	SF	$ 9.60	$ 59,520	Rosenblum-Coe est. for #2&3
Paving / site improvement	1	Allow	$ 90,000	$ 90,000	
HVAC	1	Allow	$ 410,400	$ 410,400	RMF Engineering estimate
Plumbing	1	Allow	$ 33,840	$ 33,840	RMF Engineering estimate
Electrical	1	Allow	$ 300,960	$ 300,960	RMF Engineering estimate
Fire Sprinkler	1	Allow	$ 92,160	$ 92,160	RMF Engineering estimate, assuming no fire pump req'd
			Hard Cost SUBTOTAL	***$ 5,031,160***	***2010 COST ESTIMATE***

$ 5,494,369	Cost escalated to 2016 w/ CPI	
$ 291,202	5% cost escalation to 2017	
$ 306,635	5% cost escalation to 2018	
$ 6,092,206	***2018 COST ESTIMATE***	

14	% Overhead	$ 852,909	Contractor overhead & profit
9	% Soft Cost	$ 560,486	Arch & Engineering fees
1	% Permits	$ 60,922	Permits & Other fees

TOTAL ESTIMATED COST $ 7,566,523

TOTAL ESTIMATED PROJECT COST	$ 7,566,523	
Pre-Disaster Mitigation Fund requests	$ 4,000,000	*52.9%*
Required Matching Funds	**$ 3,566,523**	*47.1%*

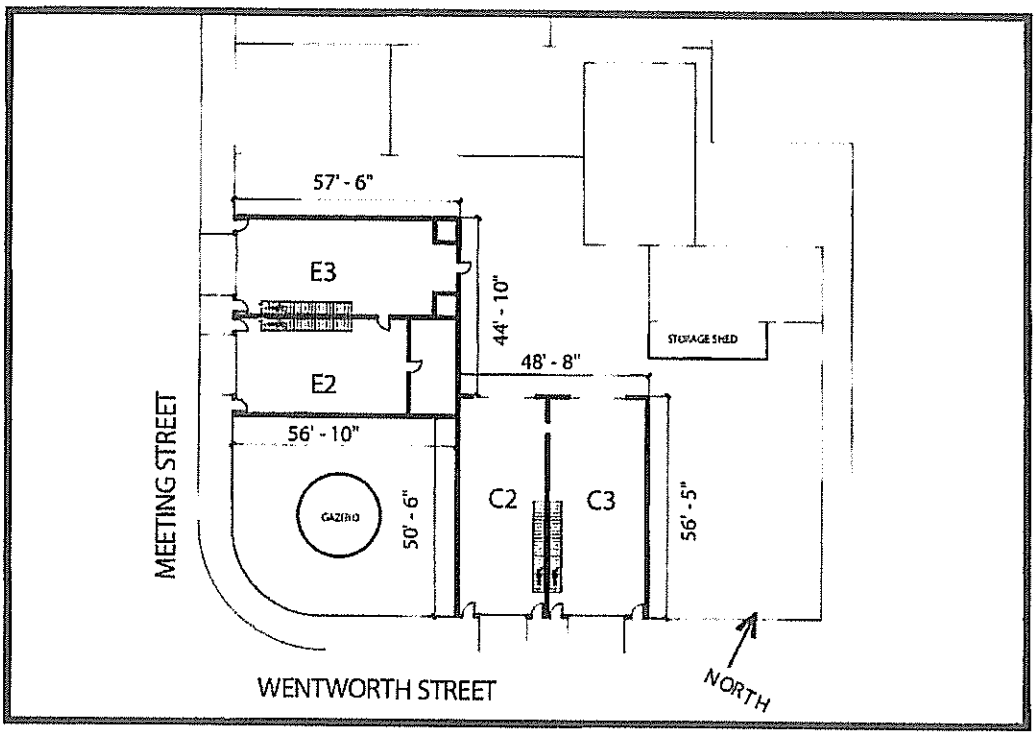
Station No. 2, 3 and HQ
(Central Station)

Address(es):

Headquarters
46 ½ Wentworth Street
Charleston, SC 29401

Station No. 2
262 Meeting Street
Charleston, SC 29401
720.3920

Station No. 3
264 Meeting Street
Charleston, SC 29401
720.3921



Date Built: 1887
Date of Assessment: March 31, 2009
FEMA Flood Map No.: 45019CO516J
FFE: Unknown

Approximate GSF: 11400 SF
Number of Stories: 2
FEMA Flood Zone: AE

Exterior Assessment

Exterior Components:

Walls:
Material: Solid Brick Masonry — Condition: Good

Windows:
Type: Double Hung Wood, Single Glazed — Condition: Fair, Not Operable, Not Hurricane Resistant

Roof:
Type: Standing Seam Metal, Coated — Condition: Fair
Age: 19 years old, recoated 4-5 years ago

Truck Pads:
Front: No apparent cracking
Rear: No apparent cracking

Asbestos: No visible suspect materials that might contain asbestos. The city has an asbestos report, but it was not available for review.

Termites: No evidence of live termites or active indication of termites. Old termite damage witnessed.

Landscaping: N/A

ADA: This facility is not ADA compliant.

Exterior Comments:
The exterior building envelope appears to be in relatively good condition considering its age and lack of a formal renovation.

Exterior Wood Trim: Wood trim needs to be carefully inspected and replaced as necessary.

Roof: The roof is an existing standing seam metal roof with bituminous valleys sloped to perimeter thru-wall scuppers, collection boxes, and downspouts. The entire roof system was coated and re-painted after Hurricane Hugo, however the roof looks as if it was either recoated or repainted within the past few years. The roof is "spongy" in places and ponding water in valleys. Parapet flashing is not continuous and is in need of repair. There is also visual evidence of roof seams opening. Although a metal roof that is maintained can last almost indefinitely, there is evidence of roof leaks and roof sheathing damage.
The attic and 2nd Floor is experiencing roof leaks in the headquarters side and moisture (possible mildew) is evident in the wood ceiling of the crew quarters' side. Water damage is visible on the second floor office ceiling tiles and the 2nd Floor ceiling of the crew shower.

Exterior Masonry Walls: Walls appear to be in pretty good shape, no water penetration witnessed or reported. No insulation in any exterior walls.

Windows: Windows are single glazed, without weather stripping, inoperable, and are not hurricane resistant. Solutions should be acceptable to the City of Charleston Board of Architectural Review.

Painting: Although the building had an exterior refurbishing 3 to 4 years ago, the paint system and related caulking needs to be properly prepared and redone using a 3 coat alkyd gloss system, in lieu of the latex system used. All exterior caulking needs to be removed and replaced with an appropriate elastomeric sealant.

Exterior Pedestrian Doors: All wood panel pedestrian doors open in (should open out per code) and none have panic hardware. The Wentworth Street doors appear to be older than the Meeting Street doors.

Overhead Doors: Three overhead paneled doors are motor operated and one is manually operated. All appear to be in satisfactory operating condition. Motorized doors are missing safety features required by code.
Sectional Overhead doors are generic to this fire station and original doors were a pair of hinged swing doors. In the event that the building is restored on the exterior, more appropriate (historical content) doors should be utilized. Also, doors should be constructed to resist hurricanes. These new proposed doors can operate as overhead doors, but be designed to appear to be more like the original doors.

Gazebo: This outdoor roof structure is in serious need of a total renovation. The wood roof board sheathing is rotten and the wood fascia and trim need to be replaced.

Interior Assessment

Interior Components:

Apparatus Bay:
No. of Bays: 4
No. of Trucks: 2 (also garages are 2 cars & historic fire trucks)
Storage for F.F. Apparel: None
Equip Storage: None
Comments: There is evidence of termite damage in bays C2 and C3. The bays also have a large amount of paint peeling on the wood paneling. This could be attributed to humid air that is constantly in the bays, which condenses on the first surface that is acting as a moisture barrier.

Captain's Room:
No. of Beds: 3

Bunk Rooms:
Bunk Room No.1:
No. of Beds: 12, Single
Lockers: 13, Single

Living Space: None

Personal Storage Space: Yes

General Storage Space: Yes, however this space is overly cluttered and unnecessary items need to be removed.

Kitchen: Dishwasher: No | Oven: Yes | Stove: Yes
Microwave: Yes | Food Disposal: No | Refrigerator/Freezer: Yes

Toilets:

Toilet Room (Bunk Rooms):	WC: 2	Urinals: 0	Lavatories: 2	Showers: 2
Toilet Room (Men's Offices):	WC: 1	Urinals: 0	Lavatories: 1	Showers: 1
Toilet Room (Women's Offices):	WC: 1	Urinals: 0	Lavatories: 1	Showers: 1
Totals:	WC: 3	Urinals: 0	Lavatories: 4	Showers: 4

ADA Compliant Bathroom: The fire station does not have a bathroom that complies with today's current ADA guidelines.

Interior Comments:

1st Floor

Apparatus Bays: Meeting Street side has two bays with one truck in each bay for each engine company. The Wentworth Street side has two bays for car storage. The meeting Street bays have been recently painted, while the Wentworth Street bays are in need of painting.
Apparatus Bays lack storage for equipment, fire fighting protective gear, and for supplies.

Day Room/Kitchen/Dining/Living Space: This space is very inadequate for the fire men stationed here. They only have a small room (approx 200 SF) with low ceilings (8 ft.) The 8 ft. ceilings coupled with the small area produce a very cramped room for inhabitants. It is much smaller than what is included in today's fire stations. The kitchen and office are located in the Meeting Street apparatus bays on the 1st Floor. The spaces are very small which makes them inadequate for cooking, eating, and day room.

Toilet Facilities: None on the 1st Floor. One urinal is located in the rear storage facility.

2nd Floor

Crew Quarters: Two large rooms on the Meeting Street side are separated by a partially open wall. The Meeting Street end has a wall opening for a diagonal bracket used for lateral support.

E2 Crew Quarters: 12 beds	13 lockers
E3 Crew Quarters: 12 beds	13 lockers

Ceilings show evidence of moisture damage in paint flaking, mold, and mildew apparent in the tongue-in-groove board joints and reveals. The entire crew quarters need repainting. Wood floors have been recently refinished.

Toilet Facilities: The number of facilities is minimal with less than ideal conditions, fixtures, and finishes. For the most part toilets do not meet minimum residential standards and should be commercial or institutional standards. Doors are lockable for female usage, however when used by a female, only that person can use the toilet room. Likewise with an open water closet, the entire toilet room is closed for others usage when just the water closet is being used.

Headquarters Offices: Approximately 60% of the Wentworth Street side has been previously renovated into offices with 8 foot ceilings. The remaining 40% is used for department storage with a wood mezzanine.

Attic Space: Not able to access this space.

Life Safety

Egress: The station was designed and constructed prior to the advent of building codes, so it does not meet today's egress requirements.

Existing:

1. Stairs are constructed of wood and do not exit directly to the exterior. 3 of the 4 stairs have enclosed unprotected storage spaces underneath; however flammable materials are being stored in each of these locations. This exposes the stairs to fire from beneath.

2. The stairs lack a landing at the 2nd floor.

3. 2nd floor stair doors open inward and not in the direction of egress.

4. The vertical height of the stair run requires an intermediate landing by code.

5. Stairs should have a fire-rated enclosure.

Recommendations

A complete building (exterior and interior) restoration is needed which includes a fire sprinkler system, new mechanical systems, and electrical systems. In addition, code upgrades should be incorporated into the facility. The gazebo contains a considerable amount of rotted wood in the roof structure and fascia and should be rebuilt. The storage shed is in bad shape as well and should be completely replaced. The goal is to have a historic, safe, operable fire station that affords its inhabitants safe occupancy.

This station should be upgraded to improve the energy efficiency of this fire station. Replacement of window and door systems would save the City/Fire Department much money lost in energy costs. The majority of a building's energy efficiency is lost through its windows and doors. If these outdated windows and doors are replaced, resealed, and weather-stripping is added, considerable energy efficiency will be gained. Original historic windows would be saved and returned with an additional interior storm window glass panel.

Consideration should be given to upgrade this facility to better serve female fire fighters. Currently it is suitable for females, but it doesn't necessarily make the best living accommodations for them. Upgrades such as separate living quarters and bathroom are standard features in today's fire stations and should be included in a major renovation.

ADA Compliance is another major concern in a major renovation. Currently the ADA requires that any fire station with a second floor must have an elevator. This fire station does not. Bathrooms, hallways, doorways, and countertops must be upgraded to serve the disabled as well. A fire stair and elevator should be added in the rear exterior of the building.

The roof of this fire station should be replaced with a similar roof. Attic foamed roof insulation should be increased. The roof deck should be secured in a manner to withstand hurricane force winds.
Window units should be rebuilt with a separate interior operable storm winds. Where windows are missing, newly insulated windows that are acceptable to the BAR should be placed.
All exterior pedestrian doors need to be repainted, re-hung to open out, vision panels added to the doors, and be equipped with panic hardware. Sectional overhead doors should be restored to appear and function like the original doors on this fire station. These doors must be able to withstand hurricanes.
The gazebo should be completely renovated, which would include replacing the wood fascia and trim. A new standing seam metal roof.is also needed.

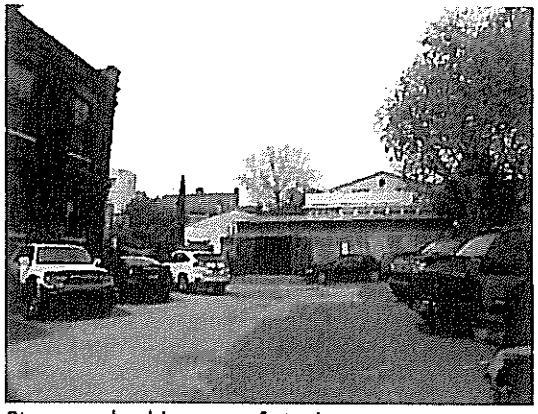
Costs

Because of the high number of items needing repair, an itemized listing is not possible. We believe a total interior/exterior renovation will be required. Since this is an historic building in a historically sensitive part of the City, it will come under the watchful eye of the Board of Architectural review and Preservation groups. This will increase the cost of renovations on this project.

The cost for this work is as follows:

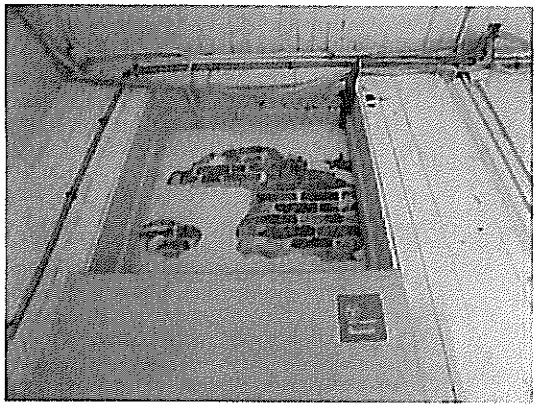
HQ + Stations 2 & 3		SF				
Wentworth & Meeting						
	A. Building	11400				$/SF
		Arch			$3,420,000.00	300.00
		MEP			$606,900.00	53.24
			HVAC	$342,000.00		
			Plumb	$14,100.00		
			Elect	$250,800.00		
				$606,900.00		
		Generator (100 kw)		$0.00	$0.00	
		Fire Sprinkler		$120,600.00	$120,600.00	
		Diesel Fuel Tank		$6,600.00	$6,600.00	
		Sub-Total Eng		$727,500.00		63.82
		Sub-Total			$4,154,100.00	$364.39
	B. Storage				$50,000.00	
		TOTAL			$4,204,100.00	368.78
		TOTAL			**$4,200,000.00**	

Cost shown is a 2009 Estimate.
Refer to most recent cost estimate.



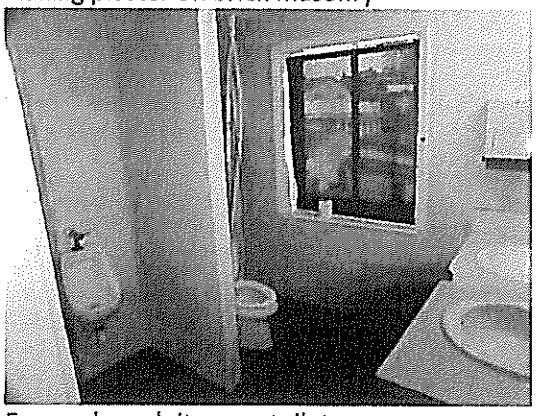
Storage shed in rear of station

Flaking paint on wood ceiling

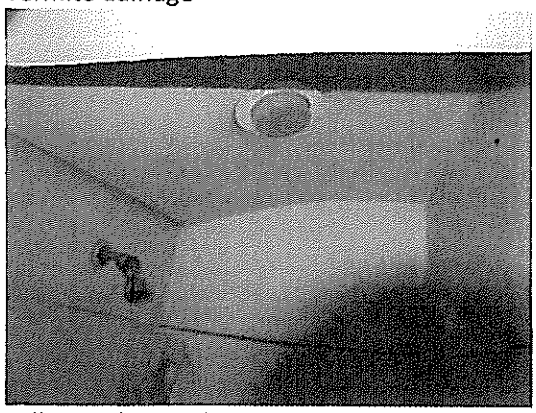


Flaking plaster on brick masonry

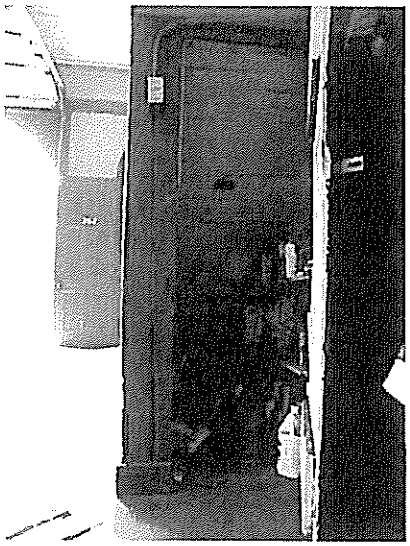
Termite damage



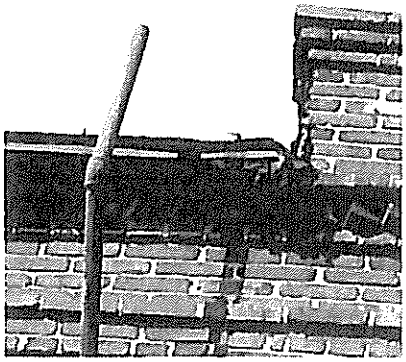
Exposed conduits near toilet

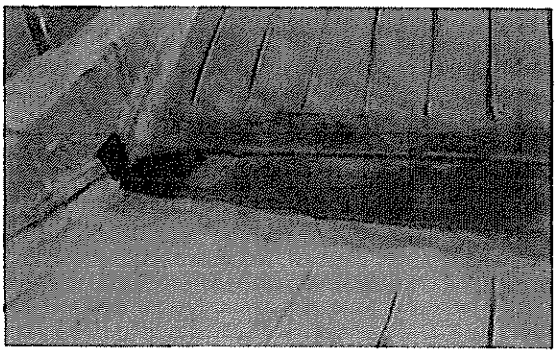


Falling ceiling in shower

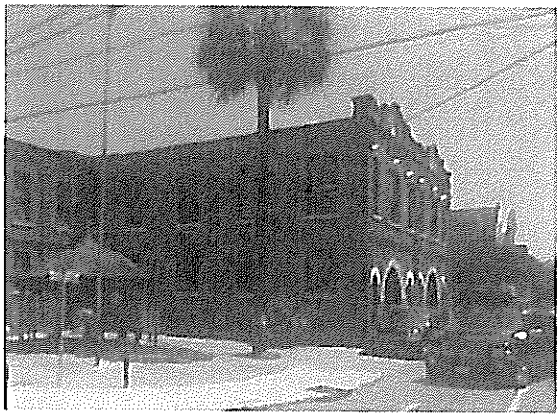
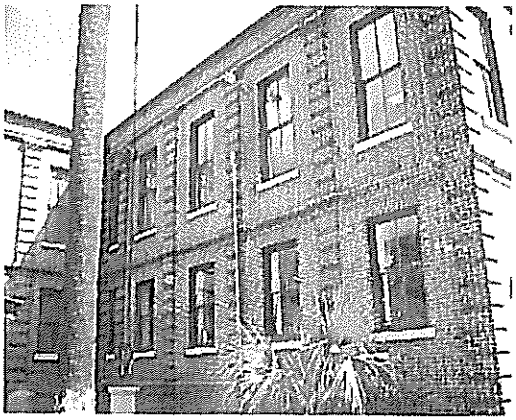

Combustible storage under stairs

Storage mezzanine


Unidentified material at roof eave


Ponding water at scupper on roof

City of Charleston Fire Station Assessments
Contract Number: CP0901D
RMF Job Number: 309039.A0

Headquarters
46 ½ Wentworth St.
Charleston, SC 29401

Date of Assessment: April 7, 2009

Building Description:

The facility is a 5700 square foot, two story fire house, with two truck bays on the first floor. On the second floor are main offices for the Charleston Fire Department, a single bedroom, conference room, men's and women's restroom and a storage room.

Mechanical Equipment Overview:

- The second floor is the only conditioned space in the building. The heating and cooling needs are met by a single split system direct expansion heat pump. Air handling unit (AHU-01) is located above the ceiling of the men's and women's restrooms, and is accessible through the storage room. No model or serial numbers were visible on the unit.
- The condensing unit for the air handler is located behind the building on a 4" concrete equipment pad. R-22 is used as the working refrigerant.
- Both supply and return ductwork is located above the ceiling for the areas served and is round and flexible, with blanket insulation.
- Each of the two truck bays is completely unconditioned.
- One 40 gallon electric water heater with 4500 watt elements is located in a closet in the women's restroom. It provides hot water for the entire second floor.
- There are two second floor restrooms, one men's and one women's. Each has one tank type water closet, and one lavatory. There is also a shower in the men's room.
- There is one unconditioned outhouse with urinal and an exterior mop sink located behind building.
- The second floor restrooms are provided with ceiling exhaust.
- The kitchen has a four burner residential stove with exhaust hood, microwave, refrigerator, and two bowl sink.
- Water pressure at exterior hose bibb was 40 psi.

Noted Deficiencies:

- It was stated by the fireman during the inspection that the HVAC equipment does not satisfactorily cool the space during the summer months. Since the model numbers for AHU-01 were not visible, the capacity is not known. (Figure 1)
- The air handler appears to be old and poorly maintained. The American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE) have developed an estimated service life for different types of HVAC systems. The split system type utilized in this building has a service life of 15 years. This data is found in the 1999 ASHRAE Handbook - HVAC Applications.
- There is no insulation provided above the ceilings.
- Dirt was noticeable around some supply diffusers on second floor. (Figure 2)
- There is no outside air provided to the spaces.
- There is no thermal barrier between the unconditioned truck engine bays and the upstairs offices. This can cause an increased load on the HVAC system and created moisture due to condensation within the space.
- The storage room is not conditioned.

- No vehicle exhaust system has been provided for truck engines in bays. The engines can not be run with the doors closed or carbon dioxide and particulate will accumulate inside. The city is currently in the process of adding these exhaust systems and will not be included in our scope.
- Some rust was evident on restroom fixtures, and were in generally poor condition.
- R-22 is a refrigerant that will be phased out in the coming years. According to the EPA on January 1, 2010 it will only be produced for use in existing systems, and in 2020 will cease production completely. This will cause R-22 systems to become increasingly costly to maintain and service.

Recommendations:

- Provide new plumbing fixtures throughout the entire building.
- Provide insulation above the ceiling in order to improve the thermal barrier of the space.
- Replace the old HVAC system in order to meet the load for the space. It was stated by the personnel inside the office that the present storage space may be converted into office space in the future. This should be considered when selecting new HVAC equipment. The use of R-410 as the working refrigerant is recommended.
- All filters should be changed regularly in order to improve the indoor air quality and increase the life of the equipment.
- Provide an insulation barrier between the first and second floors.
- Provide a fire sprinkler system for the entire station.
- This station is recommended for a major renovation by the architect. According to the International Existing Building Code (IEBC) this would be considered a Level 3 alteration and would require that a continuous supply of outside air be provided to the space. A dedicated outside air system should be provided at the time of renovation in order to meet this code.
- There is currently no seismic bracing provided for the water heater. If the unit is ever replaced it is recommended that seismic bracing be provided.
- Provide new diesel storage tanks with pump included.

Cost Estimate

The cost estimates are derived from the recommendations listed in the report and are based on the 2009 RS Means Mechanical and Plumbing Cost Data books. The HVAC cost and sprinkler system cost are based on a dollar per square foot system while the plumbing is based on a total price per group for each restroom. An additional cost may also be incurred for a fire protection pump if there is not enough water pressure to operate the system. The diesel truck refueling storage tank cost is based on a 550 gallon capacity tank with a 700 gallon per hour, 1 ½ horsepower pump included. These costs only include the mechanical and plumbing work and do not include any structural or architectural work that may be associated with the project. All estimates can be found in the Architectural Assessments section of each individual station report.

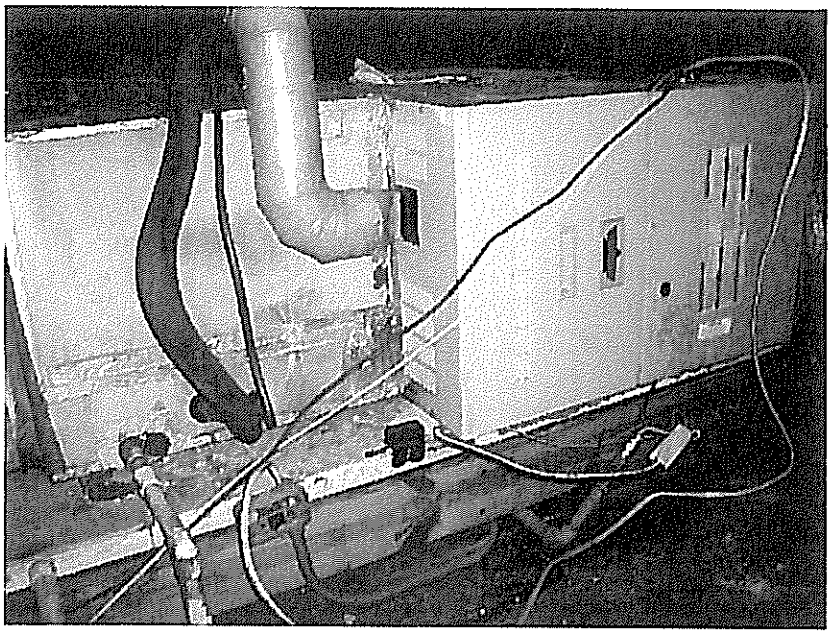


Figure 1: AHU-01.

Figure 2: Dirt around diffuser.

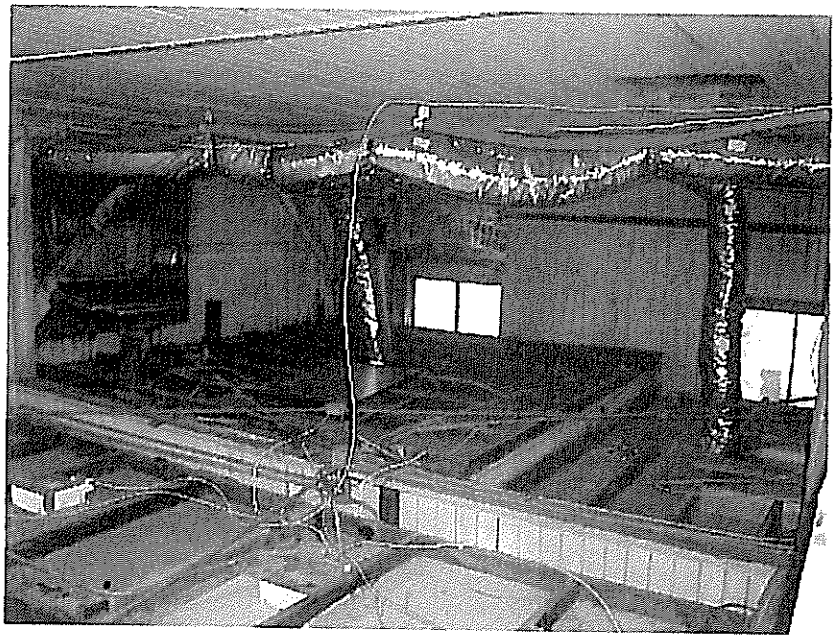


Figure 3: Second floor ductwork.

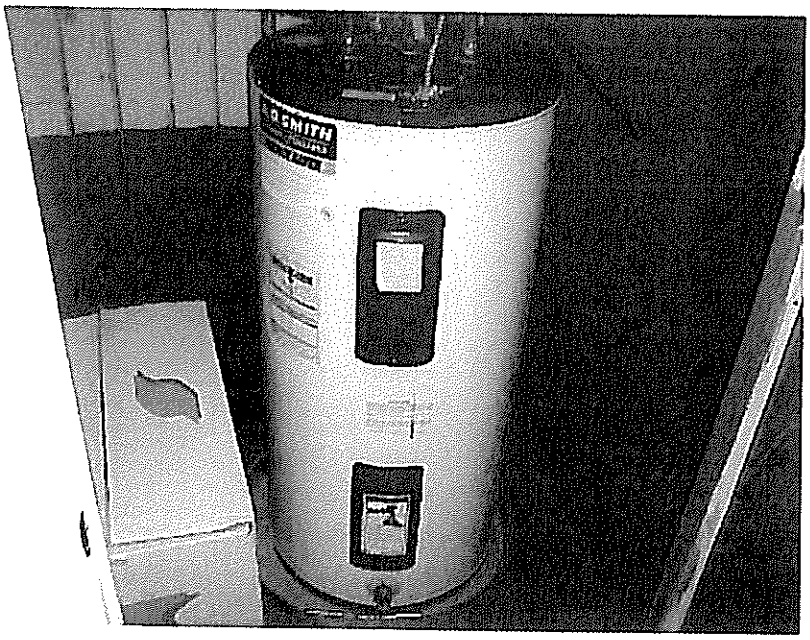
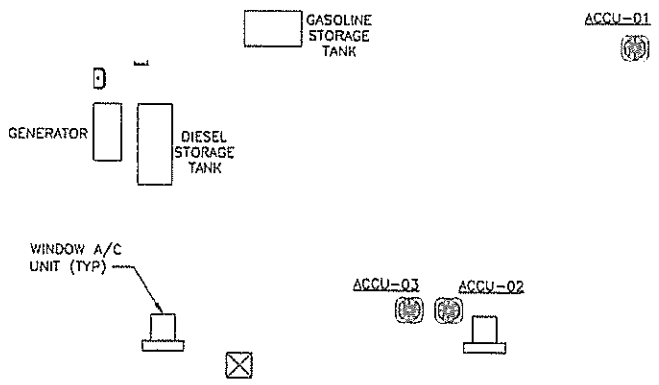


Figure 4: Domestic Water Heater WH-01.



FIRST FLOOR

SCALE: NONE

RMF ENGINEERING, INC
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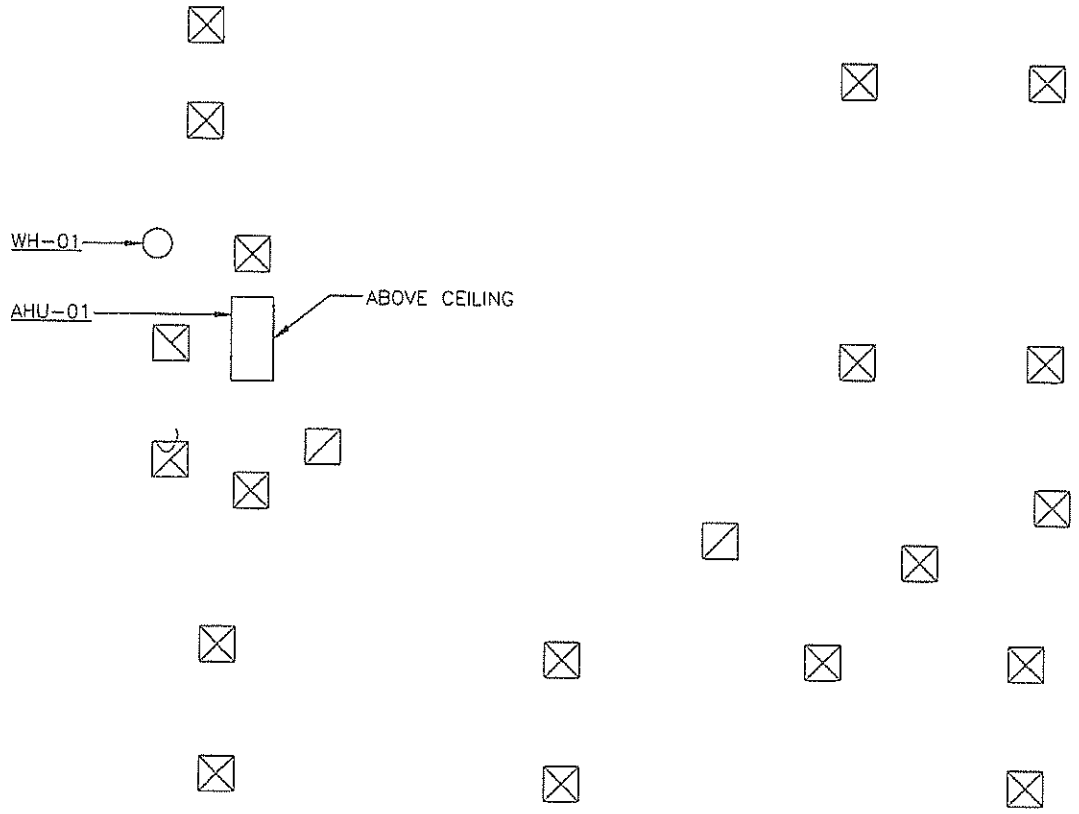
FAX 843-971-9641
E-MAIL rmfsc@rmf.com
RMF Project Number: 309039.A0

City of Charleston, SC

Fire Station Assesssments

Headquarters

Project number:	309039.A0
Date:	05/29/09
Scale:	NONE
Drawn by:	BMW
Checked by:	DSC



SECOND FLOOR

SCALE: NONE

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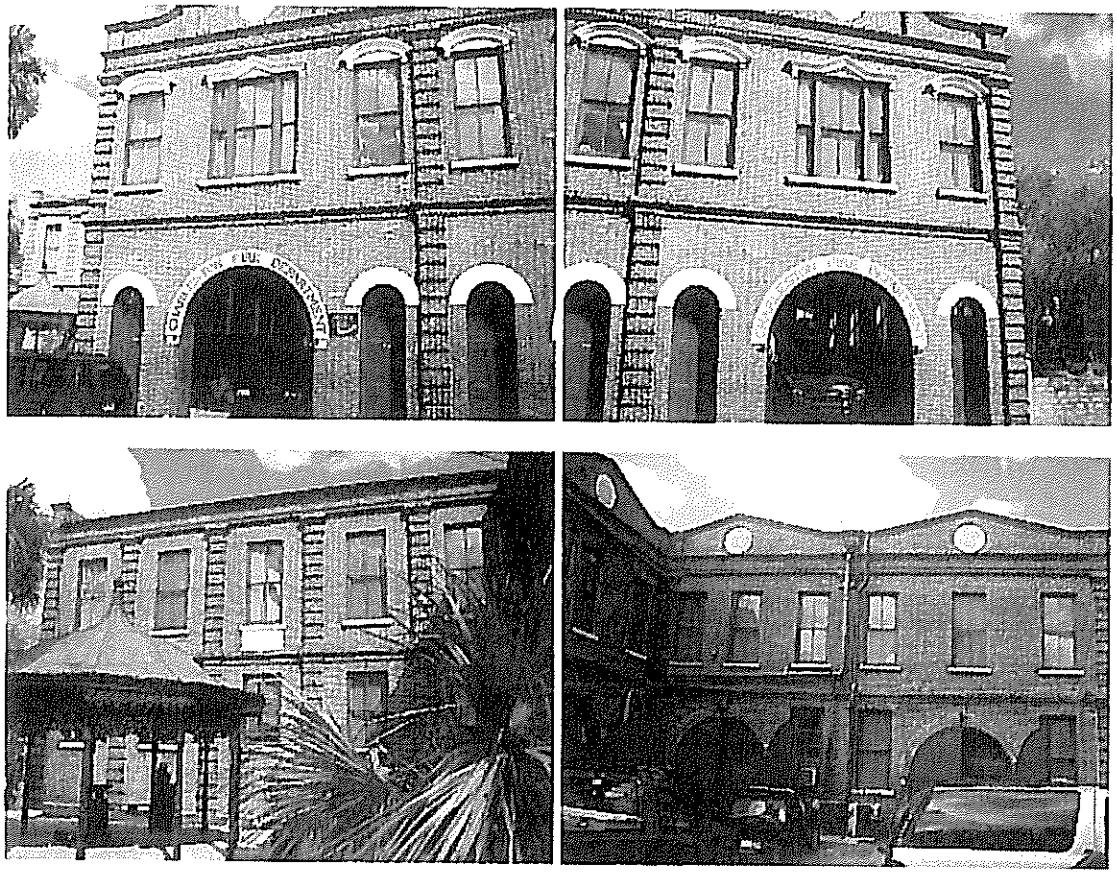
City of Charleston, SC

Fire Station Assesssments

Headquarters

Project number:	309039.A0
Date:	05/29/09
Scale:	NONE
Drawn by:	BMW
Checked by:	DSC

City of Charleston Fire Station Assessments
Contract Number: CP0901D
RMF Job Number: 309039.A0



Stations No. 2 and No. 3
262/264 Meeting St.
Charleston, SC 29401

Date of Assessment: April 7, 2009

Building Description:

The facility is a 5700 square foot, two story fire house, with two kitchen/lounge combinations rooms, and two truck bays on the first floor. On the second floor are the firemen's sleeping quarters, and two restrooms.

Mechanical Equipment Overview:

- There are two gas furnaces located above the kitchen spaces that provide only heat to the kitchens and truck bays. There is one window mounted air conditioning unit located in each kitchen that provides cooling for the spaces.
- There are two air handling units (AHU) that serves the second floor sleeping quarters, which is divided into two sides by a partition wall. AHU-01 and AHU-02 are located above the ceiling of the second floor restrooms. No model numbers were visible during the time of inspection so their capacity is unknown.
- The condensing units for the air handlers are located behind the building on a 4" concrete equipment pads. R-22 is used as the working refrigerant.
- Supply and return ductwork for the first floor unit is located above ceiling and is round, flexible, and blanket insulated.
- Supply ductwork for the second floor is exposed, round, and metal with no insulation. The return grille is located next to the unit.
- One 40 gallon electric water heater with 4500 watt elements is located above the second floor restroom, and serves the entire building.
- There are two second floor restrooms, with a total of two tank type water closets, two urinals, two lavatories and two showers.
- The second floor restrooms are provided with ceiling exhaust.
- The two kitchens each have a four burner residential stove with exhaust hood, microwave, refrigerator, and two bowl sink.
- Water pressure at exterior hose bibb was 40 psi.

Noted Deficiencies:

- Window air conditioning unit on engine 3 side had dirt noticeable on discharge side. (Figure 1)
- The firemen stated during the inspection that the window air conditioning units are needed to condition the kitchen/lounge areas properly.
- There is no outside air provided to the spaces.
- There is no thermal barrier between the unconditioned truck engine bays and the second floor. This can cause an increased load on the HVAC system and created moisture due to condensation within the space.
- No vehicle exhaust system has been provided for truck engines in bays. The engines can not be run with the doors closed or carbon dioxide and particulate will accumulate inside. The city is currently in the process of adding these exhaust systems and will not be included in our scope.
- There was some rust evident on plumbing fixtures and they were in generally poor condition.

- There is no exhaust provided in the restrooms.
- Refrigerant lines are exposed in the restroom. (Figure 9)
- There are no women's restroom facilities.
- R-22 is a refrigerant that will be phased out in the coming years. According to the EPA on January 1, 2010 it will only be produced for use in existing systems, and in 2020 will cease production completely. This will cause R-22 systems to become increasingly costly to maintain and service.

Recommendations:

- It is recommended that all plumbing fixtures be replaced.
- Replace the old HVAC system in order to meet the load for the space. This includes replacing the gas furnaces on the second floor with units that can provide heating and cooling. The use of R-410 as the working refrigerant is recommended.
- All filters should be changed regularly in order to improve the indoor air quality and increase the life of the equipment.
- Provide an insulation barrier between the first and second floors.
- Provide a fire sprinkler system for the entire station.
- This station is recommended for a major renovation by the architect. According to the International Existing Building Code (IEBC) this would be considered a Level 3 alteration and would require that a continuous supply of outside air be provided to the space. A dedicated outside air system should be provided at the time of renovation in order to meet this code.
- There is currently no seismic bracing provided for the water heater. If the unit is ever replaced it is recommended that seismic bracing be provided.
- Provide a new diesel storage tank and pump system.

Cost Estimate

The cost estimates are derived from the recommendations listed in the report and are based on the 2009 RS Means Mechanical and Plumbing Cost Data books. The HVAC cost and sprinkler system cost are based on a dollar per square foot system while the plumbing is based on a total price per group for each restroom. An additional cost may also be incurred for a fire protection pump if there is not enough water pressure to operate the system. The diesel truck refueling storage tank cost is included in the Headquarters cost estimate since they will share the unit. These costs only include the mechanical and plumbing work and do not include any structural or architectural work that may be associated with the project. All estimates can be found in the Architectural Assessments section of each individual station report.

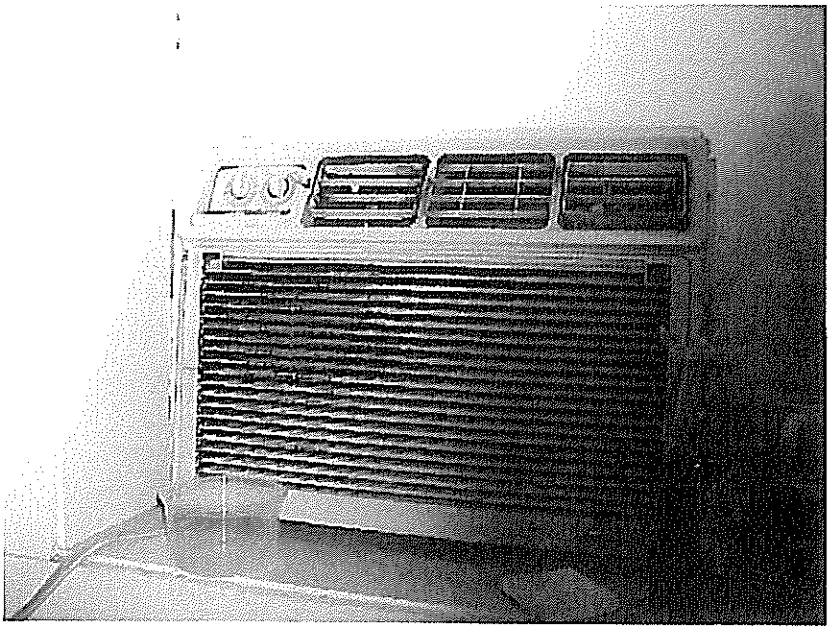


Figure 1: Dirt around kitchen window unit on engine three side.

Figure 2: Missing supply diffuser in second floor restroom.

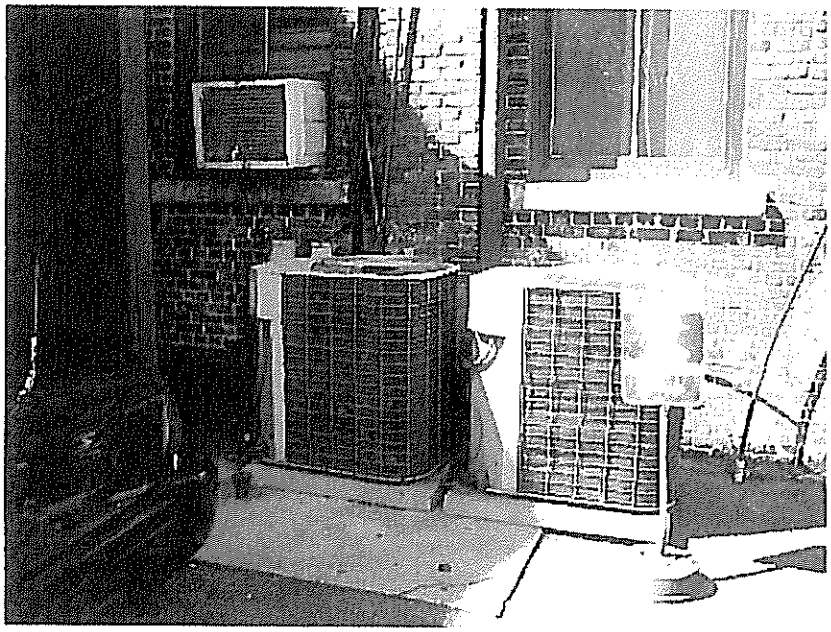


Figure 3: Condensing units.

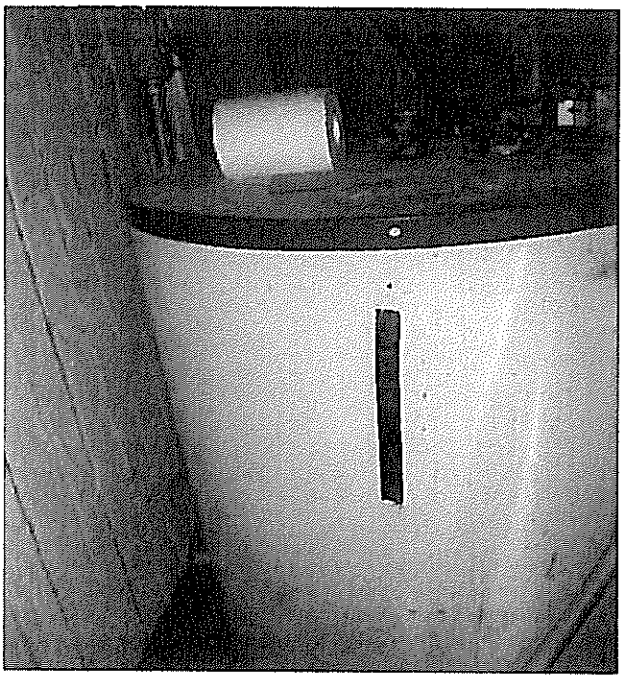


Figure 4: Domestic Water Heater WH-01.

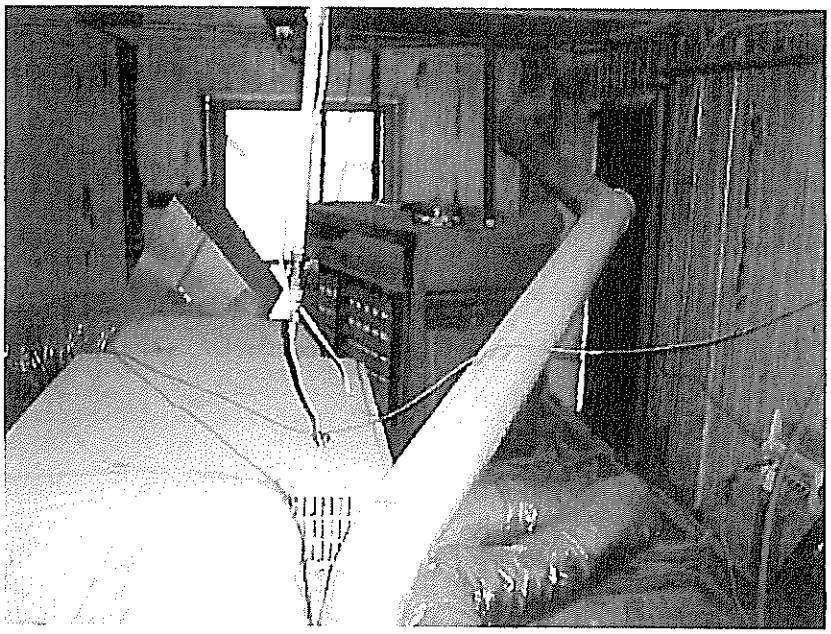


Figure 5: Space above first floor kitchen.

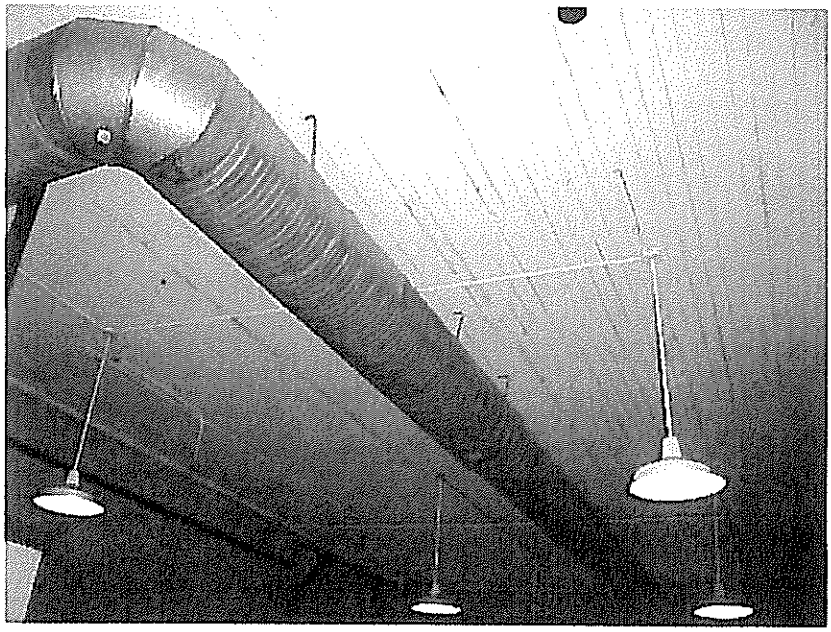


Figure 6: Second floor exposed ductwork.

Figure 7: Space above second floor restrooms.

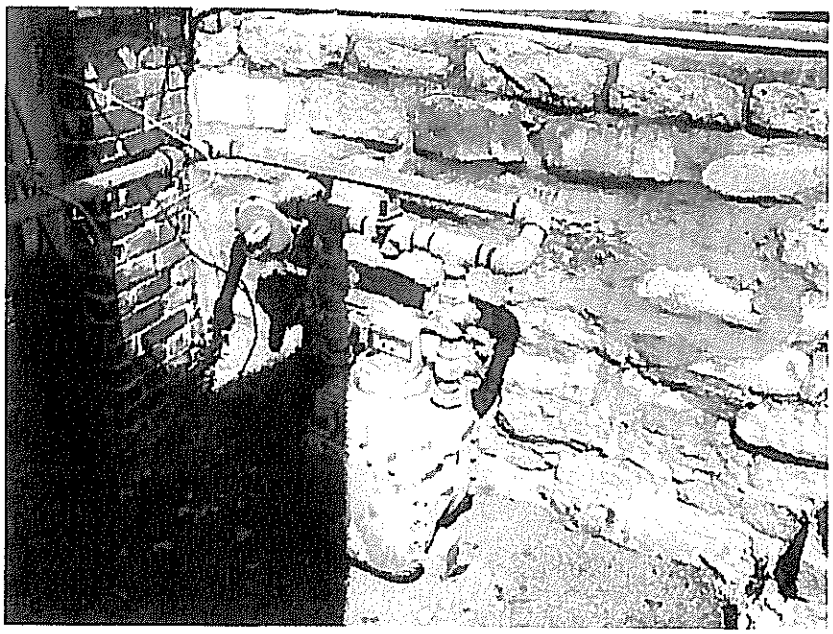


Figure 8: Natural gas service.

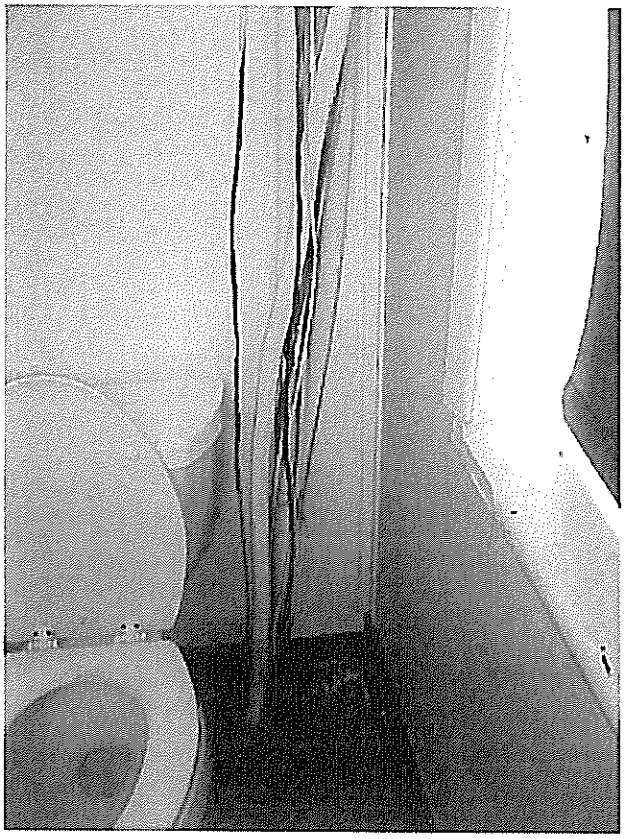
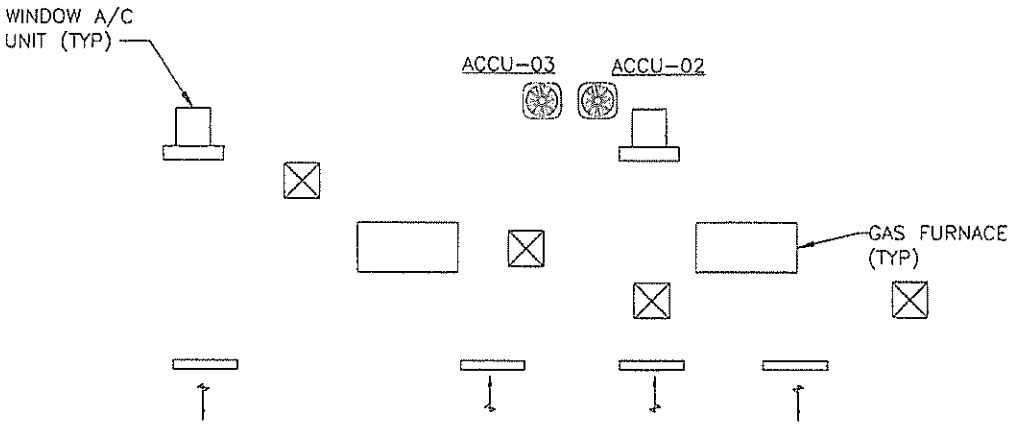


Figure 9: Exposed refrigerant lines in upstairs restroom.



FIRST FLOOR
SCALE: NONE

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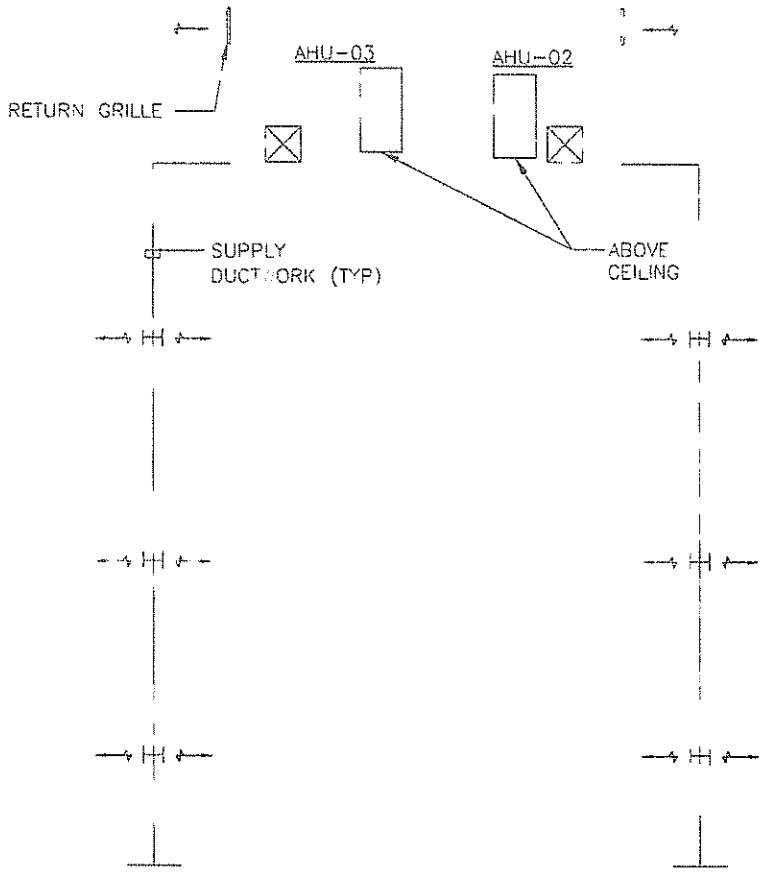
RMF Project Number: 309039.A0

City of Charleston, SC

Fire Station Assesssments

Station No. 2 and 3

Project number:	309039.A0
Date:	05/29/09
Scale:	NONE
Drawn by:	BMW
Checked by:	DSC



SECOND FLOOR

SCALE: NONE

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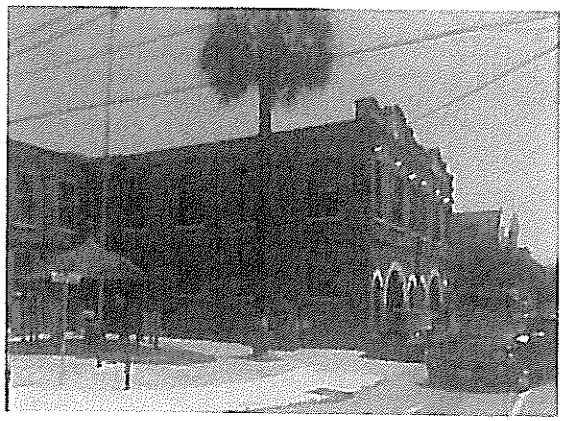
City of Charleston, SC

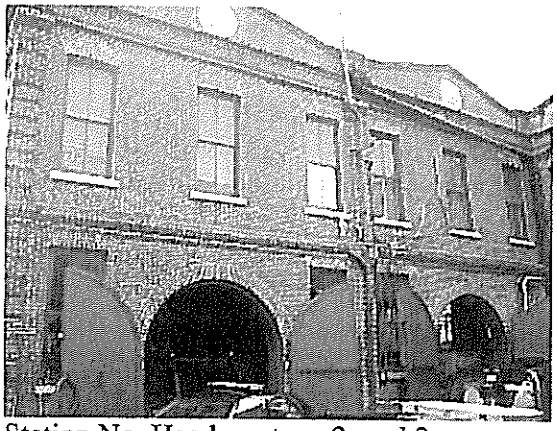
Fire Station Assesssments

Station No. 2 and 3

Project number:	309039.A0
Date:	05/29/09
Scale:	NONE
Drawn by:	BMW
Checked by:	DSC

City of Charleston Fire Station Assessments
Contract Number: CP0901D
RMF Job Number: 309039.A0





Station No. Headquarters, 2, and 3
46 ½ Wentworth St.
Charleston, SC 29401

Date of Assessment: April 7, 2009

Building Description:

The facility is an 11,400 square foot, two story fire house, with two truck bays on the first floor. On the second floor are main offices for the Charleston Fire Department, a single bedroom, conference room, men's and women's restroom and a storage room. Station 2 and 3 are joined to Headquarters. Station 2 and 3 is a two story fire house, with two kitchen/lounge combinations rooms, and two truck bays on the first floor. On the second floor are the firemen's sleeping quarters, and two restrooms.

Electrical Equipment Overview:

- The building's electric service is an overhead service fed through a single phase, 50 kVA pole mounted transformer provided by South Carolina Electric and Gas. Headquarters and Stations 2 and 3 all use the same service.
- The overhead service is connected to an electric meter on the exterior of the building. The meter feeds a main service disconnect which was blocked by a trailer so the amperage was not visible. The disconnect switch is connected to the automatic transfer switch which provides power to the panels installed in the truck bay of Station 2/3 and the panel on the second floor of Headquarters.

  Headquarters: Two panels provide service for Headquarters, the first is located in the truck bay and the second is located on the second floor in the office area. The panel located in the truck bay is a Federal Pacific surface mounted panel board. It is a 120/240 volt, single phase, 3-wire and rated at 125 amps. This panel is in poor condition, it is rusted, the information card is illegible and it appears to be poorly maintained. The panel is approximately 50 years old. (Fig.1) The panel on the second floor is also a Federal Pacific Stab-Lok load center. It is a 120/240 volt, single phase, 3-wire panel rated at 200 amps max. The breakers were not labeled properly but RMF could determine that the panel mainly feeds the offices.

  Station 2/3: Two panels provide service for Station 2/3 and are located in the truck bay. The larger panel is the older of the two and is a Square D QO Load Center. It is a 120/240 volt, single phase, 3-wire panel rated at 200 amps. It is in poor condition, the breakers appear to be rusting. It services exterior lighting, receptacles, water heater, overhead doors and a subpanel. The subpanel is a Cutler-Hammer surface mounted panel and can hold 24 circuits. It is a 120/240 volts, single phase, 3-wire panel rated at 125 amps max. It is good condition. It services the HVAC, shed, and receptacles in the stalls for both stations.
- The Automatic Transfer Switch (ATS) is manufactured by Westinghouse. (Fig. 2 and 3) It is rated 240 volts, 3-phase, 300 amps, 3-poles, 4 wires. The ATS is rated 3-phase but operates in single phase. The manufacture date on the ATS is May 1993 making it approximately 16 years old. The ATS is located in the Headquarters truck bay area. It is in fair condition.
- The emergency generator is located exterior to the building. (Fig. 4) It is manufactured by Martin Machinery. It is rated 120/240 volts, 417 amps, single phase, 100 kW/kVA and 1800 rpm. There are 884.0 generator hours clocked. The fuel source is diesel. The storage tank is 1000 gallons and provides fuel for the trucks as well as the generator. The storage tank is located in front of the generator on the concrete pad. The tank is an above ground double wall tank with no spill containment. The generator appears to be in good condition and properly maintained.
- The office and sleeping areas in headquarters utilize 1' x 4' T8 linear fluorescent fixtures. The bathrooms have recessed 2' x 4' T8 fluorescents. The corridors have

recessed can lights with compact fluorescent fixtures. The apparatus bay has 8' T8 linear fluorescent fixtures.

- The apparatus bay in stations 2 and 3 utilize T8 linear fluorescents fixtures. The bathrooms have a vanity fixture with multiple compact fluorescent bulbs. The sleeping areas have pendant mounted compact fluorescent fixtures.
- There are smoke detectors (Fig. 5) as well as carbon monoxide detectors located in the sleeping quarters. The smoke and carbon monoxide detectors are battery operated.

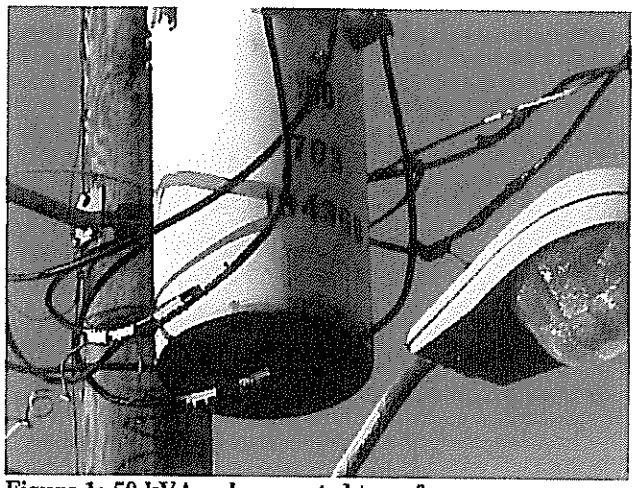


Figure 1: 50 kVA pole mounted transformer.

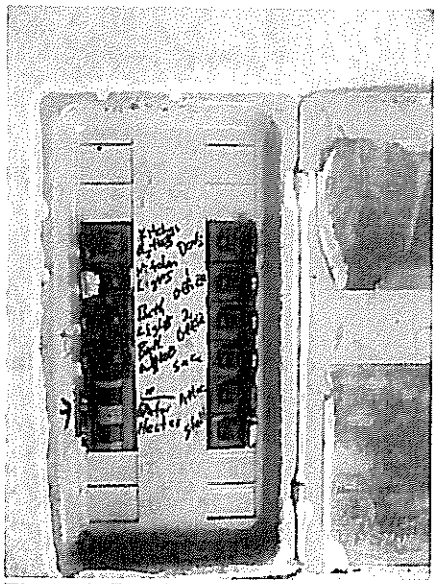


Figure 2: Panel board in Headquarters truck bay.

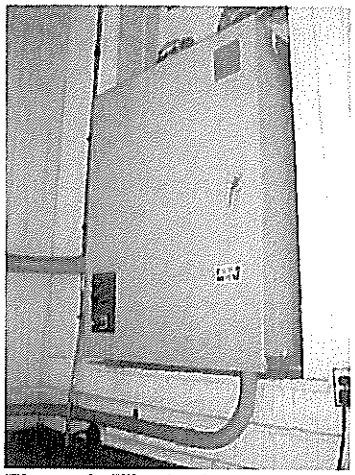


Figure 3: Westinghouse transfer switch.

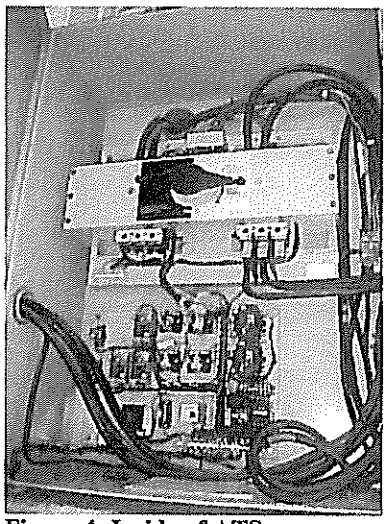


Figure 4: Inside of ATS.

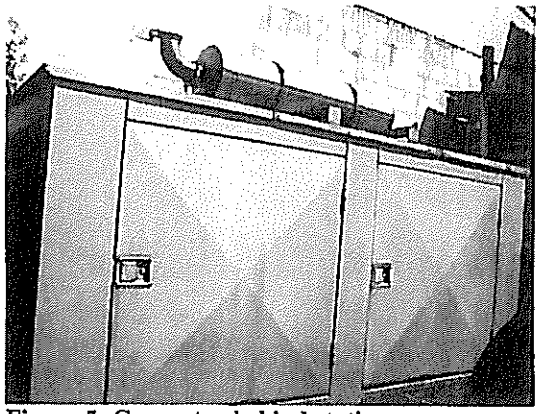


Figure 5: Generator behind station.

Figure 6: Wall mounted smoke detector.

Noted Deficiencies:

- There is no Fire Alarm System for the building. According to IFC 2006 section 907.2.9 a manual fire alarm system shall be installed in group R-2 occupancies when the building is not equipped throughout with an automatic sprinkler system.
- There are no illuminated Exit Signs. (Fig. 6) NFPA 101 section 7.10.5 states that every sign required shall be suitably illuminated by a reliable light source and shall be legible in both normal and emergency modes.
- The panel board located in the second floor office does not have the proper clearance in front of it. (Fig. 5) According to NEC 110.26(A)(1)/(2)/(B), the depth of the working space should be 3' for 0-150 nominal volts, the width should be the width of the equipment or 30", whichever is greater. It lastly states the working space shall not be used for storage. The space is blocked by a desk and computer monitor.
- There are exposed wire splices in the mezzanine of the Headquarters building. (Fig. 10) NEC 300.15 states that where the wiring method is conduit, tubing, type AC, MC, or MI cable, non-metallic sheathed cable or other cables, a box or conduit body shall be installed at each conductor splice point.

Figure 7: Second floor office panel blocked by computer monitor.

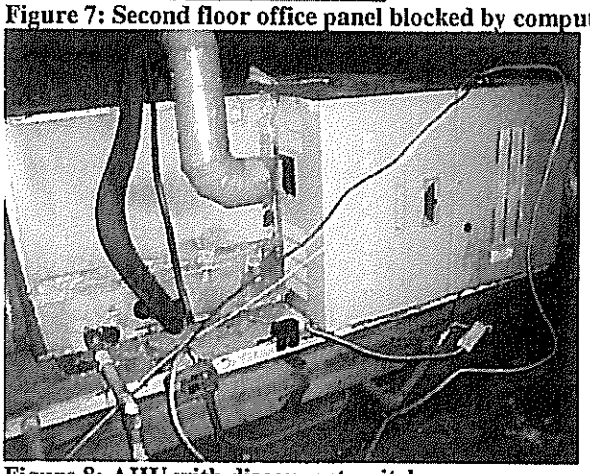


Figure 8: AHU with disconnect switch.

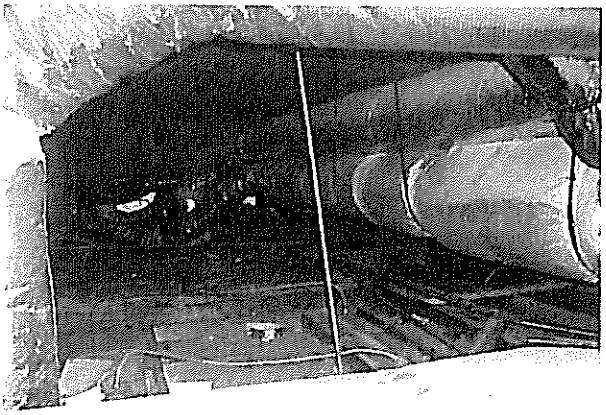


Figure 9: Unorganized conduit and wire above storage mezzanine.

Recommendations:

- RMF recommends that a new electrical distribution system be added. The existing system is old and needs to be replaced. There is not enough electrical capacity. RMF also recommends replacing the Federal Pacific panels because they are old and are not safe. There equipment is dangerous and the circuit breakers have been known to not trip.
- RMF recommends that branch circuit wiring be replaced.
- The exposed wire splices in the headquarters mezzanine should be protected and covered by junction boxes. There are additions to circuits that were done in house and there is no way to know if the circuits are overloaded or what they service.
- RMF recommends that a fire alarm system be installed.
- RMF recommends that emergency lighting be added to the buildings near the interior stairwells as well as along the path of egress. RMF also recommends that illuminated exit signs be added at the appropriate locations.

Electrical Cost Estimate:

These cost estimates are derived from the recommendations listed above and based on the 2009 RS Means Electrical Cost Data books. The electrical cost is based on a dollar per square foot system. These costs only include the electrical work and do not include any structural or architectural work that may be associated with the project. Estimates can be found in the Architectural Assessment section of each individual station report.

City of Charleston Fire Department – Ingress/Egress
15 July 2010

Mr. Bill Turner
City of Charleston, Department of Parks
823 Meeting Street
Charleston, SC 29403

ROSENBLUM COE ARCHITECTS, INC

RE: CP0922 – HISTORIC FIRE STATION Renovation Costs

Dear Bill:

Enclosed please find the FINAL Proposed Renovation Costs for the 4 Historic Downtown Fire Stations. These stations are:

1. Station 2 & 3, HeadQuarters – Corner of Meeting and Wentworth St.
2. Station 6 – Cannon St.
3. Station 4 & 15 – Coming St.
4. Station 8 – Huger St.

As you know the costs were determined from multiple meetings and site visits and represent what we believe would be required to renovate the buildings back to their original "historic" aesthetic while also upgrading them to current building codes for "essential facilities". After our last meeting the changes to the cost estimates provided herein include:

- Renovation costs for Apparatus Bay have been figured at lower value than other occupied areas (based on higher level of finishes in occupied spaces).
- All 4 stations include costs for fire sprinkler systems for the occupied areas, attic spaces, and interstitial areas (based on the assumption that a majority of the rooms will have ceiling heights brought back to original beadboard on bottom of trusses).
- No fire pump costs were included because the information RMF obtained from flow tests indicated pressures were adequate.
- LEED factor on construction materials of 1% (reduced from previous estimate)

I am also attaching ADC's Seismic Observation Report and S&ME's Preliminary Recommendations based the on the geotechnical services they provided.

If you have any questions or concerns, please call me to discuss. Thank you once again for allowing RCA to continue our relationship with the City of Charleston.

Steve H. Coe.

Steve Coe, AIA, LEED AP
Attachment:

1. Historic Fire Station Renovation Proposed Costs, dated 7/14/2010: 4 pages.
2. ADC Seismic Observation Report, dated July 15, 2010 revised: 3 pages
3. SCI Preliminary Recommendations for Proposed Seismic Upgrades, dated July 15, 2010: 2 pages

121 Wentworth Street Charleston South Carolina 29401 tel 843.577.6073 fax 843.722.1659
www.rosenblumcoe.com

Historic Fire Station Renovations
Proposed Costs

7/14/2010

Fire Station No. 2, 3 HQ
Corner of Meeting and Wentworth St
Total SF : 11400 sf

	Historic Renovation Costs	Quantity	Cost per Unit	Cost	Notes
Arch					
	Selective Demolition, Typical Removal/Replacement of Interior Finishes	5650	$180.00	$1,017,000.00	
	Apparatus Bay: selective demo, new finishes	5750	$75.00	$431,250.00	
	Windows	20	$900.00	$18,000.00	Only 30% of windows to be replaced
	Shutters	62	$270.00	$16,740.00	
	Brick Repointing	0	$10.00	$0.00	Full building repoint completed in 2005, therefore no $ included.
	Removal/Replacement of Existing Roofing	6200	$8.00	$49,600.00	
	Paving/Site Improvement			$10,000.00	
MEP					Costs from RMF Engineering, Inc.
	HVAC			$342,000.00	
	Plumbing			$14,100.00	
	Electrical			$250,800.00	
	Generator (100kW)				Determined that the generator is capable of serving this station
	Fire Sprinkler			$76,800.00	no fire pump req'd
	Diesel Fuel Tank			$6,600.00	
Hazardous Materials					Costs from S&ME, Inc
	Asbestos			$5,000.00	
	Lead Abatement			$3,000.00	
					Cost per sf
	SUBTOTAL			$2,240,890.00	$196.57
Seismic Upgrades					Cost from ADC Engineering, Inc.
	Total Repairs			$1,835,900.00	Itemized costs in attached report from ADC
CONSTRUCTION TOTAL:				$4,076,790.00	
	LEED (1.0%)			$40,767.90	
	Contingency (20%)			$823,511.58	
	Estimated Construction Cost (ECC)			$4,941,069.48	
	Design Fees (9% of ECC)			$444,696.25	
	Permit & Other Fees (1% of ECC)			$49,410.69	
TOTAL:				$5,435,176.43	

Escalation based on Anticipated
Midpoint of Construction (5% per year)

2010 (Principal Amount)	Summer 2011	Summer 2012	Summer 2013
$5,435,176.43	$5,706,935.25	$5,992,282.01	$6,291,896.11

CIVIL ENGINEERING
STRUCTURAL ENGINEERING
ROOFING AND WATERPROOFING CONSULTING
LAND PLANNING AND LANDSCAPE ARCHITECTURE

CHARLESTON • SOUTH CAROLINA
COLUMBIA • SOUTH CAROLINA

July 15, 2010 revised

VIA EMAIL

Steve Coe
Rosenblum Coe Architects, Inc.
121 Wentworth St.
Charleston, SC 29401

Seismic Observation Report: Historic Charleston Fire Stations
Charleston, South Carolina
ADC Project No: 10108

Dear Steve:

Introduction:
At the request of the City of Charleston through Rosenblum Coe Architects, ADC Engineering has been tasked with evaluating the seismic responsiveness of the city's 4 historic fire stations located within the peninsula of Charleston. The stations in question are the Fire Station HQ located on the corner of Meeting St. and Wentworth St., Ladder Station 14 and 15 located on Coming St., The Cannon St. Fire Station, and Fire Station No. 8 located on Huger St. The purpose of this report is to provide preliminary cost information for seismically strengthening the existing buildings for immediate occupancy and operation after a seismic event. Normally the process of evaluating existing building is to perform an ASCE 31 study identifying seismic deficiencies according to the tier 1,2, and 3 checklists and then to proceed through an ASCE 41 retrofit design. In this case the City is in need of programming budget numbers to prepare to strengthen the buildings for known common deficiencies, and therefore ADC Engineering was directed to provide a review of the existing building's ability to resist seismic forces and offer structural improvements based solely on limited visual observations. At such time as this effort moves forward, it is strongly advised to perform the appropriate level of engineering analysis to more accurately identify and quantify the deficiencies and the associated repairs.

Background:
Charleston has long been known to be a seismically active area due to the 1886 earthquake and subsequent minor seismic activity. Current codes identify Charleston has a high seismic area on par with some of the more severe areas of California. New construction is subjected to a very high standard relative to special procedures and details to make our buildings seismically safe. In the particular case of essential facilities such as police, fire, rescue and hospital buildings, the seismic design parameters are heightened even more to assure that the facility can remain operational after an event. The building code places an importance factor of 1.5 on the seismic loads for essential facilities. New fire stations would be built with either special steel moment frames, special reinforced concrete or CMU walls and significantly more rigid diaphragms with concrete construction. These existing peninsula historic fire stations are constructed with some significant seismic weaknesses that must be addressed.

Procedure:
The following steps were taken in the completion of our evaluations. Each of the fire stations were inspected to determine the materials used in the structure of the building. The inspections were limited to the accessible and visible areas of the building. There were no destructive access holes made into the structure. Basic floor plan drawings were used to determine the general layout and square footage of wall and floor areas. Preliminary analysis was performed to evaluate the seismic performance of each structure. Cost estimates for each fire station were prepared using comparative analysis from the cost estimates prepared for the recent seismic studies of Buist Elementary School and James Simmons Elementary which have similar building materials and systems.

1226 YEAMANS HALL ROAD | HANAHAN, SOUTH CAROLINA 29410 | PH (843) 566-0161 | FAX (843) 566-0162 | www.adcengineering.com
401 WESTERN LANE, SUITE 9C | IRMO, SOUTH CAROLINA 29063 | PH (803) 732-7080 | FAX (803) 732-7090 | email@adcengineering.com

Building Description:
There are general building systems and materials that are common to each of the 4 stations inspected. All buildings are two stories in height with large truck bay doors on one or more sides. It is assumed each building is constructed with unreinforced masonry loadbearing (URM) walls supporting second floor and roof construction. The second floor and roof is believed to be timber framed with timber floor and roof diaphragms on 3 of the stations, Meeting St. Cannon St. and Huger St. while the station at Coming St. may have steel joist with concrete infill on the second floor and steel framed bow string trusses at the roof. Both of these systems will act similarly to each other given the building geometry. It is assumed that all stations are on shallow footing type foundations be it either concrete footing or stepped brick footings. In all stations, the diaphragm connection between the second floor and the walls as well as the roof and the walls is anticipated to be very weak since it likely consists of only a pocketed joist seat into the wall. The ground floor is a slab on grade in each station. The perimeter walls of each station have significant numbers of window openings.

General Seismic Deficiencies:
The following deficiencies are based on past experience and believed to be present in the buildings. Final confirmation of the deficiencies would take place during a more extensive investigation and study.

1. Presence of unreinforced masonry walls acting as shear walls. The presence of URM walls means a weakness in the in plane as well as the out of plane condition. The URM walls will not be able to resist cyclical seismic loading and have virtually no ductility to absorb earthquake energy. There is a potential of collapse if one or more of these walls fails either in shear or bending.
2. The floor and roof diaphragm in each building is too weak and will not transfer the loads to the shear walls. This will create a distortion in the building plan leading to overstress in one or more of the shear walls.
3. The connection between the floor and the walls as well as the roof and walls is weak. The only connection is the pocketing of the floor or roof joist into the wall. There are no straps, bolts, or welds connecting the floor or roof to the walls. Thus there is no force transfer between the diaphragms and the walls. There is also a potential that the wall will act as unbraced from the foundation to the roof leading to a significant unbraced height that will lead to building failure. This phenomenon occurred multiple times during the 1886 earthquake where one or more walls of the building pulled away.
4. The large openings at the truck bay doors present a shear wall weakness on one or more sides of the building. This leads to an asymmetrical loading and torsion on the building that the diaphragm is not capable of handling. Even with diaphragm improvements the weak side represents a deficiency in an essential structure.
5. While the foundations appear to be in a satisfactory condition at the present relative to static loadings and settlement there is a significant problem looming due to liquefiable soils. Liquefaction settlements would prevent continued operation of the facility. Liquefaction settlements will cause damage to the perimeter walls possibly leading to collapse and cause settlements within the ground floor slab making it difficult to get the trucks out of the bays. Preliminary geotechnical testing has been performed by Soil Consultants to verify that each of the 4 sites have liquefiable soils with estimated settlements greater than acceptable limits for the facility to remain operational.

Proposed Seismic Retrofits
The following possible actions would be taken to correct the above listed deficiencies.

1. The URM walls must be reinforced to instill ductility into the wall, provide a measure of shear strength commensurate with the seismic load demand on the wall and to provide for out of plane bending strength due to internal lateral loads. The proposed method is to install a reinforced gunnite layer on the inside face of all URM walls. This gunnite wall is sprayed directly to the inside face of the brick and would interlock with closely spaced dowels inserted into the brick wall along with a reinforcing mat within the gunnite.

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The gunnite would extend from footing to the roof. Non brick interior loadbearing walls would be replaced with a gunnite wall to make the lateral load system compatable.

2. The floor and roof diaphragm strength can be increased by adding layers of sheathing to the existing timber floors. The sheathing would be attached with closely spaced fasteners to the existing framing. At the Coming street station where the floor is believed to be concrete, the concrete would be replaced with a new metal deck and composite concrete floor with reinforcing in the concrete.
3. The diaphragm to wall connection must be improved at all sides and at both floor and roof level. This will be accomplished through the addition of connection angles and bolts into the walls and floors.
4. The large openings at the truck bays will require special steel moment frames extending from the foundations to the roof.
5. The liquefaction of the soils and subsequent settlement must be addressed by either modifying the soils or by placing the building on pile foundations. A popular current ground modification technique is the use of earthquake drains. Earthquake drains provide for the release of pore pressure and thus prevent liquefaction. A problem exists with using earthquake drains for an existing facility which is the installation of the drains actually causes the liquefaction settlements to occur. While this is not a problem for new buildings with a clear site, it is definitely a problem with existing historic walls that cannot survive extreme settlements. Thus, we recommend placing the building on piles. While difficult, this is not impossible. The use of micro piles would be valuable to install in restricted headroom areas. Piles would be driven on either side of the wall and connected by a series of underwall grade beams. The first floor slab would have to be reconstructed as a reinforced pile supported slab. The cost estimates include pile supporting the existing walls and the apparatus bay slabs.

Cost Estimates:
The estimates are presented for each building as an attached spreadsheet and are based on constructing the retrofits noted above. The estimates present only the structural costs of the work. They do not include any costs associated with floor or wall finishes or other disciplines such as electrical that may be affected by the structural work. The estimates presented by ADC do not include the general contractor's typical overhead and profit multiplier nor are the estimates escalated to any future year. All of these factors must be taken into account for planning purposes.

Conclusions:
This study has been based on very preliminary limited visual observation. Additional in-depth investigation and analysis is required to obtain more accurate cost information and scope. ADC welcomes the opportunity to provide in depth analysis and refine our recommendations and cost estimate.

Sincerely,

Mark Dillon, P.E., S.E.
ADC Engineering

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July 15, 2010

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

Attention: Mr. Bill Turner

Reference: Preliminary Recommendations for Proposed
Seismic Upgrades to Fire Stations
Charleston, South Carolina

SCI Projects 10052, 10053, 10054, 10055

Dear Mr. Turner:

The following preliminary recommendations for the above referenced projects are provided based on a request from Mr. Steve Coe, AIA, the project architect. Due to deadlines for these projects, we were initially asked to provide preliminary recommendations after completion of the geotechnical subsurface explorations and before completion of the final reports. Those recommendations were provided in electronic mail messages to Mr. Coe and Mr. Mark Dillon, P.E., the project structural engineer. At this time, Mr. Coe has asked that we provide those recommendations in a letter that he can include with a cost estimate report to be submitted to the City of Charleston.

On June 29, 2010, Mr. Tab Henderson of Soil Consultants, Inc, contacted Mr. Dillon to get project information for each of the four proposed fire station projects. In that telephone conversation, Mr. Dillon informed Mr. Henderson that a maximum of 1 inch of total settlement would be allowed for each of these buildings. Further, he informed us that this settlement threshold applies to static and liquefaction-induced settlement, as these buildings must remain operational in the event of a major earthquake.

We have performed engineering analyses based on the soils encountered in the soil borings and determined that more than 1 inch of liquefaction-induced settlement was anticipated during a design seismic event at each of the sites except the Coming Street Fire Station site. Additional engineering analyses for the Coming Street Fire Station project, based on structural loading information provided by Mr. Dillon, indicated that more than 1 inch of static settlement was anticipated for this project due to consolidation of the underlying soils.

Therefore, based on the information provided by Mr. Dillon, we believe that each of the four fire station structures will require some form of settlement mitigation. In the June 29 telephone conversation, Mr. Dillon and Mr. Henderson discussed possible settlement mitigation methods in case a shallow foundation system was not sufficient for these projects. At that time, Mr. Dillon indicated that the installation of micropiles would probably be the best option for each of these projects due to accessibility and because installation of other mitigation methods may harm the existing buildings. Therefore, we performed analyses and provided recommended micropile embedment depths for 8-inch diameter micropiles for these projects. Mr. Dillon asked that we provide micropile recommendations for 10 ton and 15 ton design loads for each fire station.

For the Meeting Street, Cannon Street, and Huger Street Fire Station projects, 8-inch diameter micropiles installed to an embedment depth of 61 feet below the ground surface existing at the time of our subsurface explorations should develop a design load of 10 tons, and 8-inch diameter micropiles installed to an embedment depth of 65 feet should develop a design load of 15 tons. For the Coming Street Fire Station project, 8-inch diameter micropiles installed to an embedment depth of 56 feet below the ground surface existing at the time of our subsurface exploration should develop a design load of 10 tons, and 8-inch diameter micropiles installed to an embedment depth of 60 feet should develop a design load of 15 tons.

We appreciate the opportunity to be of service to you on this project and look forward to working with you in the future. Please give us a call if you have any questions.

Studies and analyses by:

A. Talbot Henderson, III, E.I.T.
Date 7/15/2010

Reviewed by:

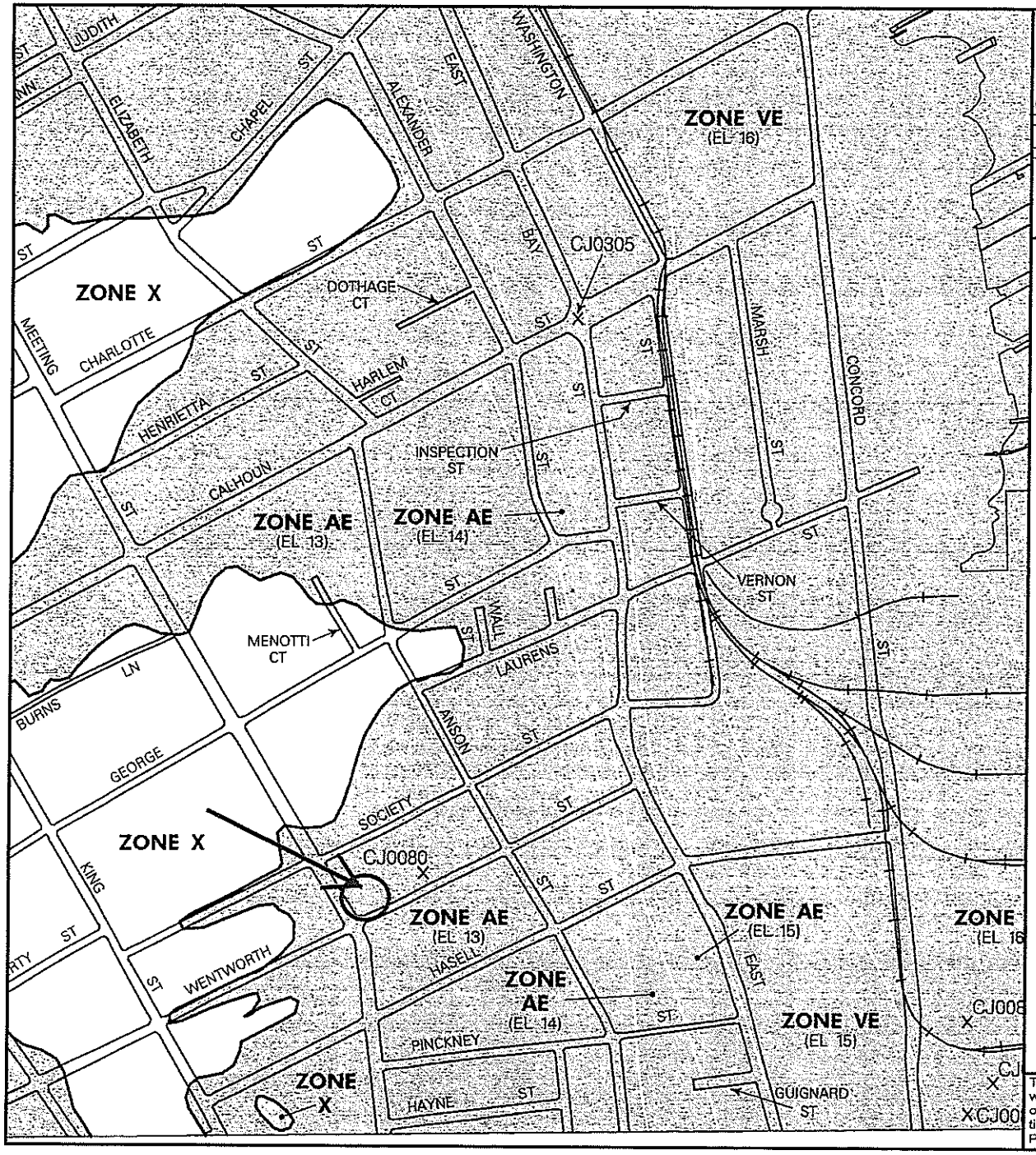
Ronald R. Austin, P.E.
Date 7/15/10

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 17282 RONALD R. AUSTIN JR.

ath
Enclosures

SOUTH CAROLINA CERTIFICATE OF AUTHORIZATION Soil Consultants, Inc. No. C00124

SCI
SOIL CONSULTANTS, INC.



APPROXIMATE SCALE

MAP SCALE 1" = 500'

0 0 500 1000 FEET

METERS

NATIONAL FLOOD INSURANCE PROGRAM

FIRM

FLOOD INSURANCE RATE MAP

CHARLESTON COUNTY,
SOUTH CAROLINA
AND INCORPORATED AREAS

PANEL 516 OF 855

(SEE MAP INDEX FOR PANELS NOT PRINTED)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
CHARLESTON, CITY OF	455412	0516	J
CHARLESTON COUNTY	455413	0516	J
MOUNT PLEASANT, TOWN OF	455417	0516	J

Notice to User: The MAP NUMBER shown below should be used when placing map orders; the COMMUNITY NUMBER shown above should be used on insurance applications for the subject community.

MAP NUMBER
45019C0516J

EFFECTIVE DATE:
NOVEMBER 17, 2004

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

Disclaimer: This map is a product of the University of South Carolina Department of Computer Services. The data depicted on this map have been developed through a joint project involving the South Carolina Institute of Archaeology and Anthropology, the South Carolina Department of Archives and History, and the South Carolina Department of Transportation. These parties expressly disclaim responsibility for damages or liability that may arise from the use of this map.

Fire Station 2 & 3

CPR COMMITTEE and/or COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor

FROM: Edmund Most / Matt Frohlich **DEPT.** Parks – Capital Projects

SUBJECT: INTERNATIONAL AFRICAN AMERICAN MUSEUM COST CONSULTING CONTRACT

REQUEST: Approval of a Cost Consulting Services Contract with Venue Cost Consultants in the amount of $51,400.00 to provide cost control oversight services during the design development phase and at completion of the design development phase (35% level drawings).

Committee of Council: Ways & Means **DATE:** May 24, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	☐	☐	Amy Wharton	☐
Corporate Counsel	☑	☐	Delaide J. Scherer	☑
Capital Projects Director	☑	☐	[illegible]	☐
MBE Manager	☐	☐		☐

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

If yes, provide the following: Dept/Div: Parks-Capital Projects Acct # 051405-58206

Balance in Account $51,400.00 Amount needed for this item $51,400.00

Project Number CP1425

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The Professional Services Contract will have an impact of $51,400.00 on the $12,364,590.00 design and engineering budget for the project. The funding source for this project is the City Council's previously approved borrowing of a $12.5 million accommodations tax bond and tourism funds.

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

City of Charleston Contract for
Cost Consulting Services

THIS CONTRACT, made this _____day of _____, 2016 by and between

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and the CC: Venue
226 5th Ave. n, Suite 705
St. Petersburg, FL 33701

WHEREAS, the Owner requires the delivery of Cost Consulting Services, including, but not limited to the preparation of a cost estimate, hereinafter referred to as the "Services", for the following Project:

CP 1425 (*Project Number*) IAAM Cost Consulting Services (*Project Name*)

WHEREAS, the Cost Consultant (CC), is prepared and qualified to provide such Services.

NOW THEREFORE, the Owner and CC agree to all of the following:

THE SERVICES required are set forth in the attached services proposal titled: *Venue's IAAM Charleston, SC – Cost Consulting Services,* which is dated May 2, 2016 and is hereby incorporated into this Contract, and shall be performed in accordance with the Terms and Conditions contained on pages 2 through 4 of this Contract. If a conflict exists between the language in this Contract and Venue's Proposal, the language in this Contract shall control. SERVICES shall be performed and PAYMENTS for acceptable work shall be made in accordance with the following:

MILESTONE	**PHASE FEE**
Design Development	$48,400.00
TOTAL	$48,400.00

The **CONTRACT SUM** payable to the CC shall be:

☒ Lump Sum of ..... $ 48,400.00
☐ Actual costs based on attached CC's Hourly Rate & Reimbursable Schedule, Not-to-Exceed ..... $

REIMBURSABLES:

☒ Expenses shall be reimbursed at actual cost, Not-to-Exceed..... $ 3,000.00
☐ Expenses included in Lump Sum

(payment schedule as per *Venue's IAAM Charleston, SC – Cost Consulting Services)*

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CC: Venue

BY: Sean J. Ryan
(Signature of CC Representative) 5/9/2016

Sean J. Ryan
(Print or Type Name of CC Representative)
PRINCIPAL

ITS: Principal

ATTACHMENTS

1. *Venue's IAAM Charleston, SC – Cost Consulting Services Proposal,* dated May 2, 2016

Terms and Conditions of the City of Charleston
Project Management Contract

ARTICLE 1 - GENERAL

A. The CC agrees to provide professional services to the Owner as required by the Services requested by the Owner as set forth in *Venue's IAAM Charleston, SC – Cost Consulting Services Proposal,* attached to this Contract and which is a part of this contract the same as if written herein.

B. The CC accepts the relationship of trust and confidence established between CC and Owner by this Contract. The CC covenants with the Owner to furnish its best skill and judgment and to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 – CC'S RESPONSIBILITIES

A. The CC shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the CC in all matters related to the CC's performances under this Contract. The CC shall not replace a designated representative except for good cause shown.

B. The CC shall notify the Owner, in writing, of information necessary for the Owner to provide and shall give adequate notice to allow sufficient time to acquire such information.

C. The CC shall provide all Services using persons, including the staff of CC's Consultants and Additional Consultants, who are well-qualified and experienced in the work required. All Services shall be in accordance with the professional and technical standards of care applicable to professionals practicing in South Carolina.

D. The CC shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.

E. The CC shall be entitled to rely on the accuracy of information provided by the Owner. Such reliance requires that the CC shall review all information provided by the Owner and shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner.

F. The CC shall be entitled to additional compensation if required to provide services beyond those services set forth in the attached CC's Cost and Technical Proposal. The CC shall be compensated for these Additional Services as agreed by both parties based on projected time and expense for the additional services subject to the attached Schedule of Hourly Rates.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

A. The Owner shall provide all available programmatic and budgetary requirements for the Project.

B. The Owner shall designate one or more representatives with authority to act on the Owner's behalf in all matters related to the Owner's duties under this Contract.

C. The Owner shall provide the CC with available information about the site and work area that is necessary for the CC to perform the Services. The owner shall cooperate with the CC in the identification and acquisition of any additional information required.

D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the CC of any errors or deficiencies in the CC's performance under this Contract.

ARTICLE 4 – ADDITIONAL CONSULTANTS

A. It is agreed that the attached: *Venue IAAM Charleston, SC – Cost Consulting Services,* shall have identified all professional and technical disciplines and their providers required for the performance of the CC's Services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.

B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The CC may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

ARTICLE 5 – LIMITATIONS OF RESPONSIBILITY

The CC shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to the CC, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.

ARTICLE 6 – DOCUMENTS

A. All documents prepared or furnished by the CC pursuant to this Contract are instruments of service and the CC shall maintain an ownership and property interest therein.

B. Documents prepared or furnished by the CC pursuant to this Contract may not be reused by the CC on other projects or for other clients without the prior written permission of the Owner.

C. The CC hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize CC's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The CC shall incur no liability for the Owner's reproduction or reuse of the CC's documents.

D. Consultants and Additional Consultants used by the CC for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS

A. The Owner shall make payments to the CC for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The CC shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. The CC's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved CC's *Hourly Rate and Reimbursables Schedule*, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.

D. Requests for payment for reimbursable expenses shall be in accordance with Chapter 4 of the *Manual for Planning and Execution of State Permanent Improvements Part II,* and shall be documented when submitted to the Owner.

E. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.

ARTICLE 8 - DISPUTE RESOLUTION

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

ARTICLE 9 - SUSPENSION AND TERMINATION

A. The Owner may direct the CC to suspend performance under this Contract at any time.

B. The CC may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the CC as required by the terms of this Contract. Prior to the suspension of performance, the CC

shall give written notice to the Owner, and shall allow the Owner no fewer than twenty one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the CC.

C. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the CC, the CC's time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the CC, the CC's compensation shall be equitably adjusted to provide for expenses incurred in resuming the CC's services and the time schedules for the remaining services shall be equitably adjusted.

D. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the CC. The CC shall be paid for all services acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.

E. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (30) days written notice. The notice of termination shall set forth with specificity the grounds for termination and may, at the sole option of the terminating party, give the other party a stated period of time in which it may cure the alleged breach.

ARTICLE 10 – INSURANCE

A. The CC shall maintain all forms of insurance required by law in the State of South Carolina. The CC shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers' compensation (by statutory authority). The City of Charleston shall be named as additional insured on insurance coverage except for worker's compensation. Copies of insurance shall be available to the City upon request. Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the *Manual for Planning and Execution of State Permanent Improvements Part II*, whichever is greater.

B. ~~The PTC shall maintain Professional Liability Insurance for the duration of this Contract with a limit of $1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the PTC.~~

ARTICLE 11 – MISCELLANEOUS PROVISIONS

A. The CC and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.

B. This Contract represents the entire and integrated agreement between the Owner and CC. It supercedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the CC.

D. Nothing in this Contract shall prevent the CC from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Services.

E. Unless otherwise included in the Contract, nothing shall require the CC to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.

F. Time and Expense Records of the CC's personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.

venue.
the bottom line

2 May 2016

City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

Attn: MR. Edmund V. Most, Sr. PM

Re: IAAM Charleston, SC - Cost Consulting Services

Dear Ed,

As design development proceeds, we take this opportunity to submit a cost consulting services fee proposal for the IAAM project.

1) Project Scope:

- Per Venue 100% SD estimate dated 22 March 2016 for a project of 35,600 gsf with a construction value of $36.8 million.

2) Schedule and Conditions:

- Venue requires 15 working days after delivery of the 100% design development documents to complete the estimate (excluding holidays)(based on our current know workload)
- Specialist museum and acoustical equipment budget allowances (to be supplied to Venue for inclusion in estimates by museum planner and acoustician)
- All necessary acoustical, museum planning, engineering and architectural requirements will be included in Venue's cost model and priced at realistic market rates, based on our prior knowledge of this museum building type

3) Deliverables:

Estimate (1):

- 100% Design Development in detailed elemental format

Meetings (3):

- 100% Design Development in detailed elemental format

Cost control for the design development phase including cost studies ranging from exterior skin options, site, landscaping, structural, architectural, electrical and mechanical options etc. Also:

- Monitoring the design and checking for scope creep
- Value engineering
- Add/deduct alternates
- Input and resolution of constructability issues/cost alternatives

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the bottom line

4) **Fee:**
   - Venue proposes a total lump sum cost management services fee in the amount of **$48,400** comprising:
     - **Estimate (1):**
       - 100% Design Development
     - **Meetings (3):**
       - Design Development
     - **Cost Control**

     Only subject to adjustment if meaningful changes occur in 1, 2 and/or 3 above

5) **Exclusions:**
   - Direct reimbursables such as travel, accommodation, subsistence, document copying, courier, long distance communication expenses etc. will be billed at net cost without markup (**estimated not to exceed $3,000** based on advance 14-day meeting notice required)
   - Reconciliation with any other estimate
   - 100% DD estimate revisions and updates other than the following:
     - once the 100% DD estimate has been submitted, a meeting with the project team will be held to clarify the validity of the estimate's inclusions and exclusions, clarifications and amendments will be sought and agreed, value engineering proposed and adopted, then ONE subsequent revision of the estimate will be submitted within 5 working days of the meeting
   - Exhibits estimating
   - Venue 2016 hourly rates for additional services are as follows:
     - Principal $175/hour
     - Senior Cost Consultant $150/hour
     - Cost Consultant $125/hour

6) **Termination of Contract:**
   - Termination by either party at any time upon thirty (30) days prior written notice, provided Client shall pay Consultant for all services and expenses provided through the effective date of termination

7) **Payment:**
   - invoices will be submitted by Venue on a monthly basis upon completion of services and will be due within 30 days
   - this proposal is open for acceptance for 30 days from 2 May 2016

venue.
the bottom line

It is important for the City of Charleston and the project team to know at this crucial stage of the project, that decisions made that impact the bottom line, are made with the help of Venue's cost model which is based on real experience and real costs for this museum project type.

Assuring you of our best attention on the project and we look forward to a continuation of our long term cost management partnership with the City of Charleston the project team should we be successful with this proposal.

Very truly yours,

Sean J. Ryan.

Sean J. Ryan, FRICS
Principal

sean.ryan@venue-consulting.com
www.venue-consulting.com

9.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Mason Ackerman **DEPT.** Public Service

SUBJECT: BRICK ARCH REPAIR: 51 GEORGE STREET

REQUEST: Approval for Palmetto Gunite to repair a brick arch damaged in the past by the installation of an SCE&G vault. The City will be pursuing reimbursement for this expense.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** May 24, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☑	☐	[signature]	☑
Cap. Proj. Cmte. Chair	☐	☐	Amy Wharton	☐
Dir. Dept. of Public Serv.	☐	☐		☐
	☐	☐		☐

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

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

Balance in Account $45,892.12 Amount needed for this item $45,892.12

NEED: Identify any critical time constraint(s). Emergency repair due to street collapse.

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.

City of Charleston
Short-Form Construction Contract

THIS CONTRACT, dated the 21st day of April, 2016 is by and between:

the Owner: City of Charleston
Department of Public Service
2 George Street
Charleston, SC 29401

and

the Contractor: Palmetto Gunite Construction Co., Inc.
PO Box 388
5330 Savannah Highway
Ravenel, SC 29470

WHEREAS, the Owner requires the construction of the project (the "Project") identified as follows:

Removal and replacement of approximately 13' of the brick arch tunnel that had collapsed in the past during the installation of an SCE&G electrical vault. Fill and debris will be removed and a new archway will be constructed using cast-in-place Gunite applications to rebuild the floor and walls. Precast concrete slabs will be used to form the top. The excavated area will be filled with flowable fill and the asphalt paving patched. All work will be in accordance with the City of Charleston "Standard Brick Arch Repair Detail". Traffic control is included in the lump sum price.

WHEREAS, the Contractor, whose South Carolina professional license is G11779, is prepared and qualified to provide such Construction in accordance with Exhibit A and Exhibit B.

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract:

TIME OF PERFORMANCE:

THE EFFECTIVE DATE of this Contract shall be the date written above or when all parties have signed this Contract, whichever is later.
THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
THE DATE OF SUBSTANTIAL COMPLETION shall be 30 calendar days after the DATE OF COMMENCEMENT, subject to any adjustment(s) made in accordance with the terms of this Contract.
THE DATE OF FINAL COMPLETION shall be the date that the Scope of Work has been completed and accepted by the Owner.

PAYMENT TO THE CONTRACTOR:

This Contract authorizes a lump sum payment not to exceed $45,892.12.00 for services performed and accepted by the Owner in accordance with this Contract after Final Completion. Payment shall be Net 30 days after Final Completion and receipt of an original invoice which is submitted by the Contractor and accepted by the Owner. Faxed and/or copied invoices shall not be accepted.

GENERAL CONDITIONS:

1. The Contract Documents forming this Contract consist of a fully-executed Short Form Construction Contract (this document), the Project Manual, all Project Drawings and Specifications, all Bid Addenda, the Contractor's completed Bid Form, all Change Orders and Change Directives, and all Exhibits to these documents. In the event that a term in the Short Form Construction Contract conflicts with a term in the Contractor's Bid Form, the term contained within the Short Form Construction Contract shall prevail.

2. The Contractor shall prepare Progress Reports of the Work and submit them to the Owner on a weekly basis. The Owner shall at all times have access to the Project where the Scope of Work is being performed for the purpose of observing or inspecting the work performed by the Contractor. In any case of disagreement concerning any portion of the plans, specifications, work methods, workmanship, or any other matter concerning this Contract, the final decision shall be that of the Owner.

3. The Owner may authorize changes to the Scope of Work. If Owners authorizes changes to the Scope of Work, such changes shall be incorporated into the Scope of Work and made by issuing either a Change Order or a Construction Change Directive to the Contractor, and the Contractor shall perform the changed work promptly.

4. The Contractor shall furnish and pay the cost, including sales tax and other applicable taxes and fees, of all necessary materials, labor, tools, equipment, and supervision, as well as all business insurance, licenses and permits required by the City of Charleston, the State of South Carolina or as required by this Contract to perform the Scope of Work and any amendments thereto.

5. This Contract shall be interpreted pursuant to the laws and statutes of the State of South Carolina and the City of Charleston. The Contractor shall be responsible for compliance with all applicable laws, ordinances, rules and regulations for the duration of this Contract, and shall indemnify the Owner in the event of non-compliance thereof.

6. The Contractor shall be responsible for all construction means, methods, techniques, procedures and safely measures in the performance of the Scope of Work. Before beginning any work, the Contractor shall be responsible for examining the Drawings and Specifications for compliance with applicable laws, ordinances, and regulations, and shall immediately report any discrepancy to the Owner.

7. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Final Completion.

8. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

9. The Contractor shall employ only persons skilled in the Scope of Work for which it is to perform, and employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees as well as those of subcontractors and their agents and employees working on behalf of the Contractor. The City may, in writing, require the Contractor to remove from the project any employee the Owner deems incompetent, careless or otherwise objectionable at no additional expense to the Owner. The Contractor shall not subcontract out more than 30% of the total cost of this project.

10. The Contractor must exercise due diligence in protecting the Project and adjacent property. If, in the opinion of the Owner, the Scope of Work is being carried out in a damaging or irresponsible manner, it may terminate this Contract effective immediately upon verbal or written notice to the Contractor at no cost to the Owner.

11. The Owner reserves the right to terminate this Contract when it is in the best interest of the Owner, including but not limited to the non-appropriation of funds. If this Contract is so terminated, the Owner shall provide the Contractor with thirty (30) days written notice of such termination. No costs shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. No damages shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. If the Contractor fails to comply with the terms of this Contract, the Owner shall notify the Contractor in writing with the specific basis regarding such noncompliance. The Owner then reserves the right to terminate this Contract by written notice to the Contractor within thirty (30) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.

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

13. All notices pursuant to this Contract 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 the addresses stated above for the parties.

14. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Date of Commencement. Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Cancellation of Contractor's insurance shall be grounds for termination of this Contract. All insurance policies required of the Contractor shall provide that the Owner be named as an additional insured. The Contractor shall procure and maintain at its own expense for the duration of the Contract the following:

    a. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage, protecting the Contractor from claims of personal injury, including death, and claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than 1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a $2,000,000 general aggregate limit for any such property damage, injury or death sustained by two or more persons in any one accident.

    b. Workers Compensation Insurance, including occupational disease coverage, for all of the Contractor's employees. In case any work is subcontracted, the Contractor shall require such subcontractors identically to provide Workers Compensation Insurance, including occupational disease coverage for all of the latter's employees, unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract that are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance equal to the Contractor's insurance requirements as set forth herein for the protection of its employees not otherwise protected.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: Palmetto Gunite Construction Co., Inc.

BY: Thomas A. Hendricks
(Signature of Contractor Representative)

Thomas A. Hendricks
(Print or Type Name of Contractor Representative)

ITS: Vice President

Palmetto
Gunite Construction Co., Inc.

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

April 21, 2016

Attn: Frank Newham
City of Charleston
Department of Public Service
2 George Street
Suite 2100
Charleston, SC 29401

Re: Arch Replacement in front of 51B George Street

Frank,

Please find enclosed the breakdown of labor, material and equipment for the brick arch replacement at 51B George Street.

Please issue a Change Order in the amount of $45,892.12. Contact me directly should you need any further information.

Sincerely,

Thomas A. Hendricks
Vice President
Palmetto Gunite Const. Co., Inc.

This company endorses the Professional Standards
of the American Subcontractors Association.

Arch Replacement in front of 51B George Street

Cost Summary:

Total Labor:	$	21,109.62
Total Material & Equipment:	$	24,782.50
Totals:	$	45,892.12

LABOR 4/14/2016

Type	Wage	Hours	Totals
General Superintendent	$ 89.36	10	$ 893.60
Project Foreman	$ 53.63	10	$ 536.30
Gun Operator/Nozzlema	$ 38.13	10	$ 381.30
Rig Operator	$ 35.75	10	$ 357.50
Finisher	$ 35.75	10	$ 357.50
Laborer	$ 35.75	10	$ 357.50
Laborer	$ 35.75	10	$ 357.50
Laborer	$ 35.75	10	$ 357.50
			$ 3,598.70

LABOR 4/15/2016

Type	Wage	Hours	Totals
General Superintendent	$ 89.36	8.5	$759.56
Project Foreman	$ 53.63	8.5	$455.86
Gun Operator/Nozzlema	$ 38.13	10	$381.30
Rig Operator	$ 35.75	8.5	$303.88
Finisher	$ 35.75	8.5	$303.88
Laborer	$ 35.75	8.5	$303.88
Laborer	$ 35.75	8.5	$303.88
Laborer	$ 35.75	8.5	$303.88
			$3,116.12

LABOR 4/18/2016

Type	Wage	Hours	Totals
General Superintendent	$ 89.36	10	$ 893.60
Project Foreman	$ 53.63	10	$ 536.30
Gun Operator/Nozzlema	$ 38.13	10	$ 381.30
Rig Operator	$ 35.75	10	$ 357.50
Finisher	$ 35.75	10	$ 357.50
Laborer	$ 35.75	10	$ 357.50
Laborer	$ 35.75	10	$ 357.50
Laborer	$ 35.75	10	$ 357.50
			$ 3,598.70

LABOR **4/19/2016**

Type	Wage	Hours	Totals
General Superintendent	$ 89.36	11	$ 982.96
Project Foreman	$ 53.63	11	$ 589.93
Gun Operator/Nozzlema	$ 38.13	11	$ 419.43
Rig Operator	$ 35.75	11	$ 393.25
Finisher	$ 35.75	11	$ 393.25
Laborer	$ 35.75	11	$ 393.25
Laborer	$ 35.75	11	$ 393.25
Laborer	$ 35.75	11	$ 393.25

$ 3,958.57

LABOR **4/20/2016**

Type	Wage	Hours	Totals
General Superintendent	$ 89.36	11	$ 982.96
Project Foreman	$ 53.63	11	$ 589.93
Gun Operator/Nozzlema	$ 38.13	11	$ 419.43
Rig Operator	$ 35.75	11	$ 393.25
Finisher	$ 35.75	11	$ 393.25
Laborer	$ 35.75	11	$ 393.25
Laborer	$ 35.75	11	$ 393.25
Laborer	$ 35.75	11	$ 393.25

$ 3,958.57

LABOR **4/21/2016**

Type	Wage	Hours	Totals
General Superintendent	$ 89.36	8	$ 714.88
Project Foreman	$ 53.63	8	$ 429.04
Gun Operator/Nozzlema	$ 38.13	8	$ 305.04
Rig Operator	$ 35.75	8	$ 286.00
Finisher	$ 35.75	8	$ 286.00
Laborer	$ 35.75	8	$ 286.00
Laborer	$ 35.75	8	$ 286.00
Laborer	$ 35.75	8	$ 286.00

$ 2,878.96

$ 21,109.62

LABOR TOTALS: $ 21,109.62

MATERIAL & EQUIPMENT

MATERIAL

Item	Cost	# of Items	Totals
Asphalt (per ton)	$ 75.00	2	$ 150.00
Flofill (per yd)	$ 110.00	7	$ 770.00
Stone (per ton)	$ 35.00	2	$ 70.00
Shotcrete (per CF)	$ 50.00	24	$ 1,200.00
Shotcrete Sides (per CF	$ 50.00	48	$ 2,400.00
Lids - 4x4 precast (each	$ 250.00	3	$ 750.00
Rebar (Lump Sum)	$ 350.00	1	$ 350.00
			$ 5,690.00

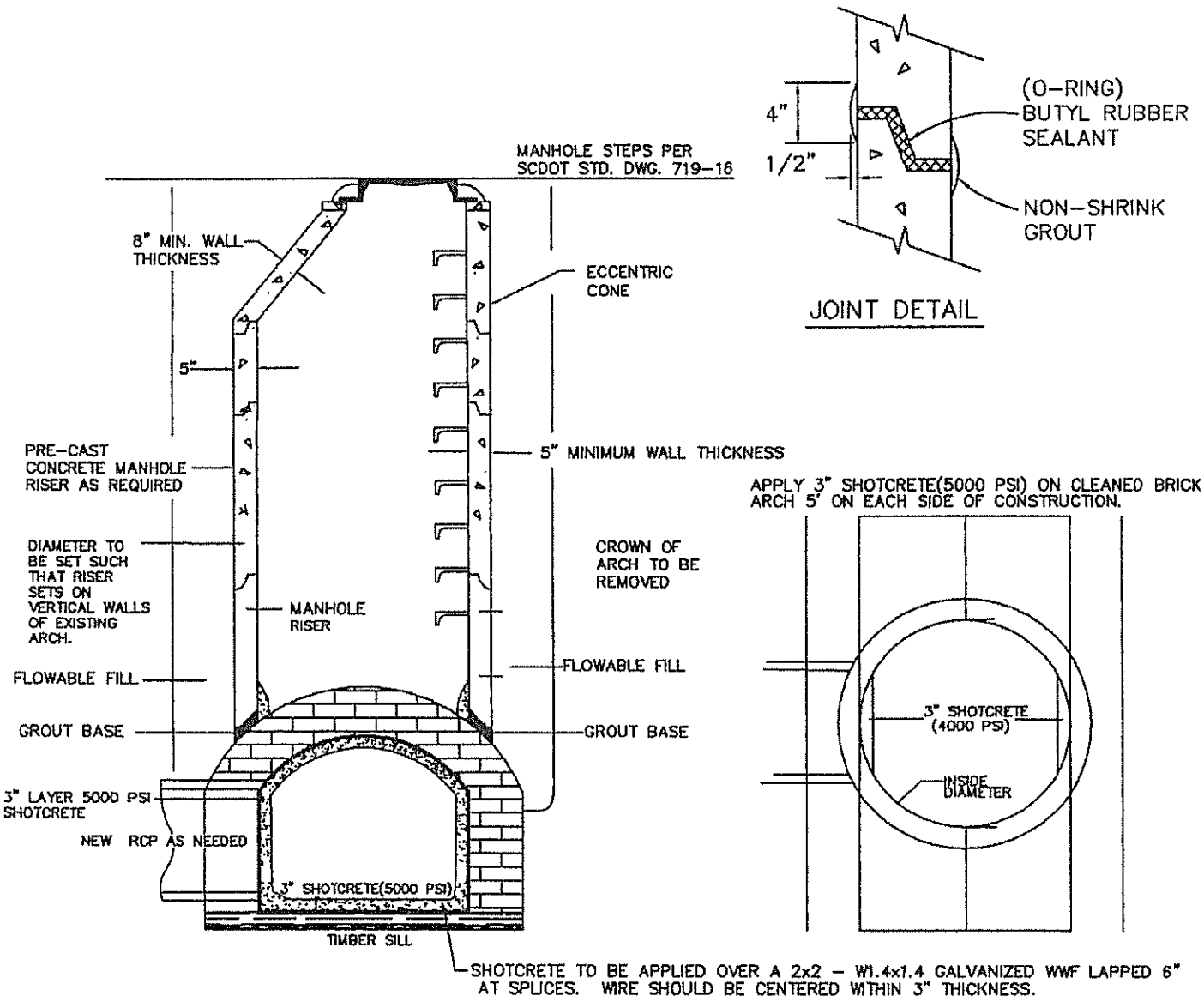
EQUIPMENT

Item	Cost	# of Items	Totals
Backhoe (per day)	$ 150.00	6	$ 900.00
Dumpster (each)	$ 500.00	2	$ 1,000.00
Dump Trailer (per day)	$ 125.00	6	$ 750.00
Ford F-650 (per day)	$ 150.00	6	$ 900.00
Compressor Rental (per	$ 150.00	6	$ 900.00
Water Trailer (per day)	$ 125.00	6	$ 750.00
Gunite Rig (per day)	$ 125.00	6	$ 750.00
Gunite Gun (per day)	$ 150.00	6	$ 900.00
Cone Barrels (Lump Sur	$ 500.00	1	$ 500.00
Traffic Control			
			$ 7,350.00

OTHER

Item	Cost	# of Items	Totals
Sandbags (each)	$ 10.00	200	$ 2,000.00
Safety Equipment (Lump	$ 250.00	1	$ 250.00
Generator (per day)	$ 125.00	6	$ 750.00
Fuel (per day)	$ 200.00	6	$ 1,200.00
			$ 4,200.00

MATERIAL & EQUIPMENT TOTALS:	$	**17,240.00**
OVERHEAD (25%)	$	4,310.00
Subtotal	$	21,550.00
PROFIT (15%)	$	3,232.50
MATERIAL & EQUIPMENT TOTALS:	**$**	**24,782.50**



NOTE:

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

STANDARD BRICK ARCH REPAIR DETAIL

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

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

COMMITTEE / COUNCIL AGENDA

10.)

TO: John J. Tecklenburg, Mayor

FROM: ADELAIDE ANDREWS **DEPT.** LEGAL

SUBJECT: TRADEMARK LICENSE AGREEMENT BETWEEN SPOLETO FESTIVAL U.S.A. INC. AND THE CITY OF CHARLESTON

REQUEST: Requesting authority for Mayor to execute the Trademark License Agreement between Spoleto and the City of Charleston granting the City a license to use the mark "Piccolo Spoleto" without paying any royalties to Spoleto for its use and in the event Spoleto stops conducting the Spoleto Festival in the City of Charleston, Spoleto will assign Spoleto marks to the City.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** February 9, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X			X
BFRC			Amy Wharton	
Clerk of Council				

FUNDING: Was funding previously approved? Yes [x] 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

BARNWELL WHALEY
PATTERSON & HELMS LLC
75 YEARS 1938-2013
Attorneys for businesses & professionals since 1938

RECEIVED
MAY 18 2016
Legal Dept.

B. Craig Killough
bckillough@barnwell-whaley.com

May 18, 2016

Honorable John J. Tecklenburg
City of Charleston
P.O. Box 652
Charleston, South Carolina 29402

Re: Spoleto Festival USA and Piccolo Spoleto
Our File No.: 388.018

Dear Mayor Tecklenburg:

We are pleased to represent the City of Charleston with regard to its continued use of the Piccolo Spoleto trademark.

Spoleto Festival USA approached the City of Charleston regarding ownership and use of the Piccolo Spoleto service mark. While Spoleto Festival USA and the City of Charleston have co-existed since 1979 using the Spoleto and Piccolo Spoleto marks to identify their respective festivals, we deem Spoleto Festival USA's request to be reasonable. We recommend signing the proposed License Agreement that is the result of substantial negotiation.

A trademark is a word, name, symbol or device, or any combination thereof, used to identify and distinguish goods of one person from those goods manufactured or sold by others. A trademark identifies a particular source of goods. The term "service mark" has substantially the same meaning, except that it identifies a service, rather than goods. Accordingly, a trademark or service mark can only have one owner; otherwise, it would identify more than one source for the same, or related, goods or services. The theory behind this requirement is to prevent consumer confusion as to the source of a product or service that is identified by a particular brand or mark.

Further, a trademark owner has a duty to police its mark. In general, trademark ownership is established by being the first user of a mark for particular goods or services. Subsequent users of a similar mark for related goods or services may be deemed to be infringing.

The License Agreement grants the City of Charleston the right to use the Piccolo Spoleto mark without payment of royalties for as long it continues to conduct the arts festival identified by Piccolo Spoleto, subject to the City not violating provisions relating to proper use of the mark. The License Agreement clarifies that the Spoleto mark and the similar mark, Piccolo Spoleto, are owned by Spoleto Festival USA. We are willing to recognize this ownership given that Spoleto used the mark prior to the City of Charleston's use of the mark Piccolo Spoleto.

Importantly, Spoleto Festival USA agrees that if it ceases to conduct its arts festival in the City of Charleston as it has heretofore conducted the festival, it will assign the Spoleto marks to the City of Charleston. This provision is important in maintaining the Spoleto Festival as a Charleston event.

I will be happy to answer any questions that you may have.

With kind regards, I am,

Very truly yours,

B. Craig Killough

BCK/frc
Att
cc: Adelaide Andrews, Esquire
Susan Herdina, Esquire

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT (this "***Agreement***") is made and entered into as of the ____ day of _____, 2016 (the "***Effective Date***"), by and between the Spoleto Festival U.S.A., Inc. ("***Spoleto***") and the City of Charleston ("***the City***").

RECITALS:

WHEREAS, since 1977, Spoleto has organized and presented in Charleston, South Carolina an annual, 17-day and night performing arts event with performances by renowned artists and emerging performers in opera, theater, dance and chamber, symphonic, choral and jazz music, among other artistic forms (the "***Spoleto Festival***"); and

WHEREAS, Spoleto's mission is to present programs of the highest artistic caliber while maintaining a dedication to young artists, a commitment to all forms of the performing arts, a passion for contemporary innovation and an enthusiasm for providing unusual performance opportunities for established artists (the "***Mission***"); and

WHEREAS, since 1979, at approximately the same time in the year, the City has conducted an annual arts festival featuring programs in the visual arts, art exhibitions, poetry and literary arts, cultural heritage programs, youth programs, crafts and traditional arts and art participation, in addition to performing arts events (the "***Piccolo Spoleto Festival***"); and

WHEREAS, Spoleto is the owner of all right, title, and interest in and to certain marks comprising designs, trademarks and service marks, logos, trade dress, abbreviations, slogans, designs, colors, and/or symbols that are associated with and

identify Spoleto, the Spoleto Festival and its associated and affiliated companies and organizations, and including the trademark and service mark "Piccolo Spoleto" (as may be periodically updated by Spoleto from time to time, the "***Spoleto Marks***"); and

WHEREAS, the City desires to use the mark Piccolo Spoleto ("Piccolo Spoleto Mark") in connection with the City's Piccolo Spoleto Festival services as more particularly described in Exhibit A attached hereto and incorporated by reference herein, and for goods and services related thereto (the "***Licensed Services***");

WHEREAS, the parties desire to enter into this Agreement in order to formalize in writing the prior controls and conditions pursuant to which the City shall continue to use the Piccolo Spoleto Mark in connection with the Licensed Services.

NOW, THEREFORE, in consideration of the license granted herein, the rights and obligations described herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitals. All recitals set forth above are hereby incorporated herein by reference as if fully restated *verbatim.*

2. Scope of License. Subject to the conditions and obligations set forth herein, Spoleto hereby grants to the City, and the City hereby accepts from Spoleto, an exclusive, non-transferable, limited license to use, reproduce and display the Piccolo Spoleto Mark during the Term as defined below in connection with the Licensed Services and goods sold in promotion of the Licensed Services in the United States of America, including the 50 states, the District of Columbia, and any commonwealth, territory or possession of the United States of America, (the "***License***").

3. Term. Subject to earlier termination as provided herein, this Agreement shall commence as of the Effective Date and shall remain in force indefinitely; provided, however, that this Agreement and the License granted herein shall terminate immediately and automatically in the event either party and/or its respective successors or assigns ceases to conduct its respective Festival in the City of Charleston substantially as conducted and identified herein, or either party abandons its respective trademarks as defined in the Lanham Act (the "***Term***").

4. No Royalties. As consideration, the City shall pay to Spoleto the sum of $5.00 as a "paid up" license fee. Spoleto acknowledges that it has been adequately compensated for the use of the Piccolo Spoleto Mark contemplated herein, and therefore, the City shall not be obligated to pay any royalties to Spoleto for its use of the Piccolo Spoleto Mark as specified herein.

5. Termination. This Agreement may be terminated (i) by Spoleto immediately upon a breach by the City of any material term of this Agreement; provided, however, Spoleto agrees to give the City prior written notice of its intent to terminate this Agreement and the City shall have ninety (90) days in which to cure the default giving rise to such breach, (ii) by the City upon six (6) months written notice, or (iii) by either party upon mutual written agreement or the bankruptcy or insolvency of the other party. Upon termination, all trademark rights and associated goodwill in the Piccolo Spoleto Mark shall revert to Spoleto.

6. Ownership of Mark. The City acknowledges that Spoleto is the sole and exclusive owner of the Spoleto Marks and has established goodwill associated with the Spoleto Marks. The City agrees that it shall take no action inconsistent with such

ownership by Spoleto as long as Spoleto is not in material breach of this Agreement. The City shall have no right, title or interest in the Spoleto Marks other than the right to use the Piccolo Spoleto Mark pursuant to the terms of this Agreement. The City shall not directly or indirectly register or cause to be registered in any country or governmental subdivision any trademark, service mark or trade name that is the same as or confusingly similar to the Spoleto Marks, or any part thereof.

7. Quality Control. Spoleto reserves the right to approve the quality and propriety of any services or products using the Piccolo Spoleto Mark, which approval shall not be unreasonably withheld. Spoleto agrees that the quality of services rendered and marketing materials used bearing the Piccolo Spoleto Mark since 1979 is indicative of acceptable quality and propriety. It is the purpose of this provision to prevent uses of the Spoleto Marks in a manner that shall denigrate, disparage, or otherwise reflect negatively on the Spoleto Marks, Spoleto, or in a manner which might be offensive to ordinary and customary standards of an exceptional festival and related products and services, as reasonably determined by Spoleto. The City agrees that all advertising and promotional materials in which it uses the Piccolo Spoleto Mark shall be truthful in all respects. Spoleto shall have the right to require the City to make reasonable changes to marketing materials for the purpose of eliminating inaccuracies and to ensure compliance with the requirements of this section.

8. Control of the Piccolo Spoleto Festival. Notwithstanding anything contained herein to the contrary, the City shall have the sole responsibility and authority to determine the content, acts, organization and presentation of the Piccolo Spoleto Festival except that the Piccolo Spoleto Festival shall continue to be conducted: (i) at

substantially the same time of year as the Spoleto Festival; (ii) in substantially the same geographic area as the Spoleto Festival; and (iii) in a manner so as not to compete with or undermine the Mission or that overshadows the cultural and literal prestige and significance of Spoleto (e.g., attempting to book artists Spoleto desires to book).

9. **Offensive Infringement**. The City agrees to notify Spoleto, as promptly as reasonably practicable, of any apparent infringement of the Spoleto Marks or challenge to Spoleto's use or the City's use of any Spoleto Marks or of any claim made by any person of any rights in any the Spoleto Marks which come to the attention of the City. Spoleto shall have sole discretion to take such action as it deems appropriate and the right to control exclusively any litigation, United States Patent and Trademark Office proceeding, or any other proceeding arising out of any infringement, challenge or claim or otherwise relating to any Spoleto Marks. The City agrees to cooperate, render such assistance and do such acts and things as, in the opinion of Spoleto's attorneys, may be reasonably necessary to protect and maintain Spoleto's interests in any litigation, United States Patent and Trademark Office or other proceeding, or otherwise to protect and maintain Spoleto's interests in the Spoleto Marks. If Spoleto decides not to take any action, the City may file an action or other proceeding arising out of any infringement, challenge or claim or otherwise relating to the Piccolo Spoleto Mark. In such a case, Spoleto agrees to cooperate, render such assistance and do such acts and things as, in the opinion of the City's attorneys, may be reasonably necessary to protect and maintain the parties' interests in any litigation, United States Patent and Trademark Office or other proceeding, or otherwise to protect and maintain the parties' interests in the Piccolo Spoleto Mark. Any action involving the Piccolo Spoleto Mark that is brought by one

party (the "***Acting Party***") shall be at the sole expense of the Acting Party, and any recoveries gained therefrom shall be entirely that of the Acting Party. The Acting Party shall retain control of any such action, including the sole right to select, retain, and direct counsel, and to make any and all decisions with respect to claims, defenses, counterclaims, settlement, and strategy related thereto. Neither Party shall settle any action involving the Piccolo Spoleto Mark in any manner that diminishes the rights of the other party or requires the payment of any monies by such other party without the prior written consent of the other party, including the grant of a license to a third party during or a result of any action.

10. Effect of Termination. Upon termination of this Agreement by the City, all rights and privileges granted to the City hereunder shall immediately terminate and the City shall immediately discontinue all uses of the Piccolo Spoleto Mark and any words or symbols confusingly similar to the Spoleto Marks. Unless otherwise agreed to in writing by Spoleto, the City shall immediately destroy or return to Spoleto all printed materials bearing the Piccolo Spoleto Mark or any other Spoleto Marks. The City further agrees that all rights in the Spoleto Marks and the goodwill connected therewith shall remain the property of Spoleto at all times. If Spoleto ceases to conduct or determines that it shall cease to conduct the Spoleto Festival in the City of Charleston substantially as conducted heretofore, Spoleto shall, within a reasonable time, assign the Spoleto Marks and the goodwill associated therewith to the City.

11. Relationship of the Parties. This Agreement shall not be construed to constitute a joint venture between Spoleto and the City. Spoleto and the City agree that the conveyance of the License and the other rights and obligations described herein do

not in any way constitute a "business opportunity" under any federal or state statutes. The parties further agree that this Agreement and the License granted herein do not constitute or result in the sale or conveyance of a franchise to the City.

12. Assignment. The City shall not assign any of its rights under this Agreement without the prior written consent of Spoleto.

13. Severability. In the event any one or more provisions of this Agreement shall be declared illegal or unenforceable under any law, rule or regulation of any government having jurisdiction over the parties hereto, such illegality and unenforceability shall not affect the validity or enforceability of the other provisions hereof, which shall remain in full force and effect.

14. Modification. This License may not be changed, altered, modified or amended in any respect without a writing to that effect signed by both parties hereto.

15. Waiver. Failure of a party to enforce one or more of the provisions of this Agreement or to exercise any rights hereunder or to require at any time performance of any of the obligations hereof shall not be construed to be a waiver of such provision(s) nor in any way to affect the validity of this Agreement or the License or a party's right thereafter to enforce each and every provision of this Agreement or the License.

16. Notices. All notices, requests, demands and other written communications required by this Agreement shall be deemed to have been given or when mailed by registered or certified mail, postage prepaid, or when telefaxed (with confirmation by mail) addressed to the respective parties hereto.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

18. Entire Agreement. This Agreement sets forth the entire Agreement and understanding between the parties with respect to the terms contained herein, including the use of the Piccolo Spoleto Mark.

IN WITNESS WHEREOF, the parties hereto have executed or caused their duly authorized agents to execute this Agreement the day and year first written above.

SPOLETO FESTIVAL U.S.A., INC.	**CITY OF CHARLESTON**
By: _____	By: _____
Name: John B. Hagerty	Name: _____
Title: Secretary	Title: _____

EXHIBIT A

LICENSED SERVICES

A festival held annually by the City of Charleston in Charleston, South Carolina concurrently with the Spoleto Festival focusing primarily on artists of the local and Southeastern region and intended to complement the international scope of the Spoleto Festival consisting of and/or featuring visual arts exhibits, classical music, jazz, dance, theatre, poetry readings, children's activities, choral music, ethnic cultural presentations, crafts and film.

11.)

City of Charleston
WILLIAM B. REGAN LEGAL CENTER

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MEMORANDUM

TO: Recreation Committee Members

FROM: Frances I. Cantwell
Corporation Counsel

Susan J. Herdina
Assistant Corporation Counsel

DATE: May 17, 2016

RE: Request for Recommendation to Approve DeReef Park

We would like to update you on the status of Friends of DeReef Park v. National Park Service, et al., a lawsuit challenging the federal government's approval of the City's conversion of a part of DeReef Park for a private development. We also are asking that the Committee recommend City Council approve a Programmatic Agreement among the City and the federal and state governments addressing the potential historic effects of the conversion on DeReef Park and the neighborhood.

By way of background, in 2003, the City entered into an agreement with developers to use a part of DeReef Park for housing. Because the Park was acquired using grants funded by the federal Land and Water Conservation Fund (LWCF), restrictive covenants were on the Park, limiting the use to outdoor recreation. The City was required to obtain the state and federal governments' approval to remove the covenants from DeReef Park and find a replacement park for what was lost at DeReef before moving forward with the development agreement. In 2008, the federal government blessed the City's

conversion of a portion of DeReef Park and using a portion of Gadsdenborough Park as a replacement park. The final iteration of the private development required the relocation of the "Sons and Daughters of Joseph No. 9 Mission" chapel ("Praise House") from what was 9 DeReef Park to a new location within the Park fronting on Morris Street.

The private development moved forward and a number of housing units on a portion of the Park were being built when in 2013, a neighborhood group called Friends of DeReef Park sued the federal and state governments claiming that they had failed to follow the LWCF Act when they approved the conversion of DeReef Park and allowed a portion of it to be used for non-recreational purposes. The federal government requested that the matter be returned to the National Park Service for reconsideration of the original 2008 approval because no record of an environmental assessment supporting the conversion had apparently been performed by the City. The City and the current developer of the property, The Gathering at Morris Square, have joined the lawsuit. The parties to the suit have been involved in preparing an Environmental Assessment of the DeReef Park conversion. A part of that process includes an evaluation of the impact of moving the Praise House and mitigating for that impact under Section 106 of the Historic Preservation Act.

The relocation of the Praise House resulted in a finding of an adverse effect on an area eligible for listing on the National Register of Historic Places. To mitigate that effect, the National Park Service and the Advisory Council on Historic Preservation, in conjunction with the State, the State Historic Preservation Office and the City, have crafted a Programmatic Agreement that specifies appropriate measures to be undertaken.

We are requesting your recommendation of approval of this Agreement to City Council. The Agreement requires the City to take the following measures:

1) Complete the rehabilitation of the Praise House.

2) Conduct background research and an architectural field survey of properties adjacent to DeReef Park and within the block surrounding the Park to establish historic context and evaluate properties eligibility for listing on the National Register of Historic Places.

3) Coordinate two public meetings for acquiring oral histories of resident and community member experiences related to the Cannonborough-Elliotborough/Radcliffeborough neighborhood, including DeReef Park, and issue a report describing the oral histories and other information gathered at the meetings.

4) Erect an interpretive wayside or waysides at DeReef Park at an exterior location visible from Morris Street and/or DeReef Court. The wayside(s) will recognize persons or events

associated with DeReef Park and convey the history of DeReef Park, the Praise House, and the neighborhood; and,

5) The information gathered in this process and the report will be posted to the City's website.

We anticipate hiring an outside consultant to assist us in these tasks and estimate the total cost of this project will be approximately $15,000 - $20,000. We will brief you further at the Recreation Committee meeting, but if you have any questions in the meantime, please give us a call.

PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
XXX OTHER CONSULTING PARTIES (TO BE LISTED)
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

WHEREAS, the National Park Service (NPS) administers the Land and Water Conservation Fund Act (LWCF) State and Local Assistance Program (Public Law 88-578, 78 Stat 897); and

WHEREAS, NPS is responsible for ensuring compliance with Section 106 of the National Historic Preservation Act (NHPA), (54 U.S.C. § 306108); and

WHEREAS, the Governor of South Carolina has delegated to South Carolina Department of Parks, Recreation, and Tourism (SCPRT) the responsibility of administering the Land and Water Conservation program in accordance with Section 6(f)(2) of the LWCF, and thereby serves as the NPS contractor for the purposes of complying with Section 106 of the NHPA per 36 C.F.R. § 800.2(a)(3), and is an invited signatory to this Programmatic Agreement (Agreement); and

WHEREAS, in 1991 and 1993, the NPS awarded grants 45-00856 and 45-00985 to the SCPRT to acquire property and to make outdoor recreation improvements at DeReef Park in the City of Charleston, South Carolina; and

WHEREAS, the SCPRT sub-awarded these grants to the local sponsor, the City of Charleston (CITY) for accomplishing LWCF program objectives, thus the CITY serves as the NPS sub-contractor for purposes of complying with Section 106 of the NHPA per C.F.R. § 800.2(a)(3), and is an invited signatory to this Agreement; and

WHEREAS, Section 6(f)(3) of the LWCF requires outdoor recreation sites that have received funding through LWCF to be managed for public outdoor recreation use in perpetuity; and

WHEREAS, a conversion of the original contractual grant agreements to change parcel(s) subject to LWCF requirements can only occur if NPS agrees the new sites are eligible under program requirements (reasonably equivalent usefulness, equal fair market value, and in accord with the Statewide Comprehensive Outdoor Recreation Plan (SCORP)), as further explained in 36 C.F.R. Part 59; and

WHEREAS, the CITY, after notice and public hearings required by State and local law, approved a private development project of DeReef Park, in January 2008; and

WHEREAS, NPS has determined the private development project did not meet NPS' definition of public outdoor recreation, and therefore, requires a conversion in accordance with Section 6(f)(3) and 36 C.F.R Part 59.3; and

WHEREAS, the private development project ultimately required the relocation of the "Sons and Daughters of Joseph No. 9 Mission" chapel or praise house to a new location within the Park; and

WHEREAS, in 2008, the SCPRT, on behalf of the CITY, received approval from NPS for the conversion of DeReef Park including a replacement park; and

WHEREAS, in 2014, due to a lawsuit contesting the approval of the conversion of DeReef Park, the United States District Court granted NPS' motion for a voluntary remand for the reconsideration of its 2008 approval of the conversion in order to initiate a new evaluation of the National Environmental Policy Act and the NHPA; and

WHEREAS, the SCPRT, on behalf of the CITY, has been advised to submit to NPS a new partial conversion proposal with delayed replacement for review and approval; and

WHEREAS, for the approval of the partial conversion of DeReef Park, the CITY is being required to secure other replacement property that meets the requirements of Section 6(f)(3) and 36 C.F.R Part 59.3(b)(9)(c) within one year of the date of NPS approval of the partial conversion; and

WHEREAS, the selection of replacement property is the responsibility of the SCPRT in conjunction with the CITY, who may propose any site(s), including those already in public outdoor recreation, but which have been used for such purpose only after January 17, 2008 to the present; and

WHEREAS, NPS, in regards to the replacement property, will consider any potential effects to properties eligible for, or listed in, the National Register of Historic Places (NHRP) as of the date of approval of the partial conversion, including any additional development that NPS might require to satisfy equivalent recreation utility associated with this conversion (See Stipulation IV). Should adverse effects result from any additional development on a replacement property required by NPS in order for it to be eligible as replacement, NPS will comply with the requirements of Section 106, if the adverse effects cannot be avoided ; and

WHEREAS, the approval of a partial conversion constitutes an undertaking as defined in 36 C.F.R. §800.16(y), and thus is subject to review under Section 106 of the NHPA. (54 U.S.C. § 306108); and

WHEREAS, NPS identified the South Carolina State Historic Preservation Office (SHPO), the Catawba Indian Nation, the Preservation Society of Charleston, Cannonborough-Elliotborough Neighborhood Association (CENA), the Friends of DeReef Park, the Gathering at Morris Square LLC, the CITY, and SCPRT as consulting parties to be involved in the Section 106 process (36 C.F.R. 800.2(c)); and

WHEREAS, the Catawba Indian Nation was invited to participate in Section 106 consultation, but declined; and

WHEREAS, the area of potential effect (APE) for this undertaking includes all portions of DeReef Park subject to Section 6(f)(3) requirements and, at the request of the Advisory Council on Historic Preservation (ACHP), the geographic area immediately surrounding DeReef Park bounded by Morris, Jasper, Cannon and Felix Streets (as generally depicted on Appendix A); and

WHEREAS, NPS held a Section 106 consultation meeting in Charleston, South Carolina on April 27, 2015; and

WHEREAS, NPS identified the expansion of the Charleston Old and Historic District, eligible for listing in the NRHP, as a historic property within the APE; and

WHEREAS, NPS identified the praise house as a contributing resource to the expansion of the eligible Charleston Old and Historic District in the APE; and

WHEREAS, in addition to the SHPO, the SCPRT and the CITY, NPS has consulted with, the Preservation Society of Charleston, CENA, the Friends of DeReef Park, and the Gathering at Morris Square LLC, regarding the effects of the undertaking on historic properties, and has invited them to be concurring parties to this Agreement but without the authority to amend, enforce or terminate this Agreement pursuant to to 36 C.F.R. § 800.6(c)(3); and

WHEREAS, NPS has determined that the previous relocation of the praise house is an adverse effect on historic properties; and

WHEREAS, NPS has notified the ACHP of the finding of adverse effect pursuant to 36 C.F.R. § 800.6(a)(1), and the ACHP determined that its participation in the Section 106 consultation is warranted; and

WHEREAS, NPS held a second Section 106 consultation meeting in Charleston, South Carolina on October 26, 2015, to resolve adverse effects; and

WHEREAS, the consulting parties developed this Programmatic Agreement pursuant to Section 106 of the NHPA, and 36 C.F.R. 800.14(b)(3); and

WHEREAS, NPS, SHPO, and ACHP, are signatory parties with authority to execute, amend or terminate this Programmatic Agreement pursuant to 36 C.F.R. § 800.6(c)(1), and SCPRT and CITY are the invited signatory parties pursuant to to 36 C.F.R. § 800.6(c)(2) who have the authority to amend and terminate this Programmatic Agreement.

NOW, THEREFORE, NPS, ACHP, SHPO, SCPRT and the CITY agree the undertaking shall be carried out in accordance with the following Stipulations in order to take into account the effect of the undertaking on historic properties, and that these Stipulations will govern the undertaking and all of its parts until this Agreement expires or is terminated.

STIPULATIONS

NPS, in coordination with the SCPRT and the CITY, shall ensure that the following measures are carried out:

I. PROFESSIONAL QUALIFICATIONS STANDARDS

The CITY will fund and ensure that all work carried out pursuant to this Agreement shall be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards. The CITY will ensure that consultants retained for services pursuant to the Agreement meet these standards.

II. REHABILITATION OF THE PRAISE HOUSE

The CITY will complete the rehabilitation of the praise house in accordance with the plans dated September 1996, by George D. Dowis, AIA that have been updated to conform to current building code requirements, attached hereto as Appendix B. The rehabilitation shall not require the praise house to be relocated to its original location. The CITY will complete the rehabilitation within one year of the date of NPS approval of the partial conversion, unless otherwise agreed by NPS and the SHPO.

III. RESEARCH, SURVEY, AND INTERPETATION MEASURES

a. The CITY will conduct background research and an architectural field survey of properties adjacent to DeReef Park and within the APE in order to establish an historic context and evaluate properties eligibility for listing in the NHRP (36 C.F.R. Part 60). Survey documentation will meet or exceed the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation* and the SHPO's Survey Manual: Statewide Survey of Historic Properties. The CITY will complete the survey and provide draft documentation in an electronic format to the SHPO and NPS within one year of the execution of this Agreement. The SHPO and NPS will have thirty days to provide review and comment. If the SHPO and NPS does not comment within the 30-day review period, the City will presume the SHPO and NPS concur.. If comments are received, the CITY will provide final survey documentation to the SHPO and NPS within three months of the date of receipt of the SHPO's and NPS's comments. The survey report's research and historic context should seek to assist in the development of content (historic themes, persons, events, images, oral history interviews, etc.) for the waysides, as hereafter described.

b. The CITY will coordinate two public meetings for acquiring oral histories of resident and community member experiences related to the Cannonborough-Elliotborough/Radcliffeborough neighborhood, including DeReef Park, within six months of the execution of this Agreement. In addition to general notice to the public, specific notice will be given to residents adjacent to DeReef Park and to local institutions including the Avery Research Center at the College of Charleston, churches, and organizations who may have conducted oral histories or have local knowledge of DeReef Park and surrounding area. The NPS will assist the CITY in organizing and directing the meetings. At the meetings, in addition to presenting oral histories, attendees may share information by providing photographs, letters, or other documents related to the history of the neighborhood. The CITY will issue a report describing the oral histories and other information gathered at the meetings within three months of the second public meeting. The report will be available to the public and will be considered in the development of the content for the wayside(s).

c. An interpretive wayside or waysides will be erected at DeReef Park at an exterior site that is visible from Morris Street and/or DeReef Court. The wayside(s) will recognize persons or events associated with DeReef Park and convey the history of DeReef Park, the Praise House, and the neigborhood. The CITY will provide a draft design of the interpretative wayside(s) that includes proposed text, images and any additional design elements for the exhibit to the SHPO and NPS within twenty months of the date of

execution of this Agreement. The SHPO and the NPS will have thirty days to provide review and comment. If the SHPO and the NPS do not comment within the 30-day review period, the CITY will presume the SHPO and NPS concur. If comments are received, the CITY will provide a final draft of the wayside(s) exhibit within two months of the date of receipt of the SHPO or NPS's comments, whichever is later. The CITY will install the wayside(s) exhibit no later than thirty months of the date of execution of this Agreement.

d. Information documented per Stipulation IIIa. and b. will be posted to the CITY's website.

e. NPS will notify concurring parties when documents are shared with SHPO and NPS and will allow concurring parties to review and comment within NPS's 30-day review and comment period. NPS will consolidate all comments and provide to the CITY.

IV. REPLACEMENT PROPERTY

The identified replacement property will include consultation between the NPS, SHPO, SCPRT and the CITY for compliance with Section 106 of NHPA (54 U.S.C. 306108) and its implementing regulations (36 C.F.R. Part 800).

V. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties occur as a result of the activities covered under the terms of this Agreement, the NPS shall require the SCPRT and the CITY to implement the unanticipated discovery plan appended to this Agreement (Appendix C). In the event that historic properties are identified, and/or unanticipated effects to historic properties are found, NPS will follow the provisions outlined in 36 C.F.R. § 800.13.

VI. MONITORING AND REPORTING

Each year following the execution of this Agreement, and until it expires or is terminated, the CITY shall provide a summary report to SCPRT detailing the progress of each Stipulation in this Agreement, and the proposed timeline for completion of each Stipulation. The report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections in efforts to carry out the terms of this Agreement. The report will be due on the one year anniversary of the effective date of this Agreement. SCPRT shall provide all signatories including concurring parties to this Agreement a copy of the summary report within 30 calendar days of receipt from the CITY.

VII. DISPUTE RESOLUTION

Signatories to this Agreement with rights of enforcement, amendment and termination are the NPS, ACHP, SCPRT, SHPO and the CITY (the "Signatory" or "Signatories").

Should any Signatory object in writing to SCPRT at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, SCPRT shall initiate consultation within 10 days

with such party to resolve the objection. The SCPRT will inform NPS of any objections. If SCPRT determines that such objection cannot be resolved, SCPRT will:

a. Contact NPS who will forward all documentation relevant to the dispute, including the SCPRT's proposed resolution, to the ACHP and the SHPO. The ACHP and the SHPO shall provide NPS with its advice on the resolution of the objection within thirty days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the SHPO, or Signatory parties, and provide that response to Signatories and concurring parties. NPS will then proceed according to its final decision.

b. If the ACHP and the SHPO does not provide advice regarding the dispute within the thirty day time period, NPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NPS shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatory's objection and SCPRT's proposed resolution provide that response to Signatories and concurring parties. NPS will then proceed according to its final decision.

c. Should the CITY determine that it does not have sufficient funds to cover such costs, the CITY shall notify the SCPRT in writing, and the SCPRT will follow the dispute resolution process identified in Section VII to determine how to address the predicted shortfall.

d. NPS' responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VIII. AMENDMENT AND TERMINATION

a. This Agreement may be amended only by a written instrument executed by the Signatories. The Signatory proposing the amendment must consult with the other Signatories to the Agreement for at least 30 days after the amendment is proposed. If all Signatories agree to the terms of the amendment, NPS shall prepare the amendment and circulate it for signature by the Signatories. The amendment will be effective on the date it is signed by all of the Signatories, including the ACHP.

b. If any Signatory to this Agreement determines that the terms of this Agreement will not, or cannot, be carried out, that Signatory shall immediately consult with the other Signatories by written instrument to attempt to develop an amendment. If, within sixty calendar days an agreement to amend this Agreement cannot be reached by the Signatories, any Signatory may request to terminate the Agreement upon written concurrence of all other Signatories.

c. Once the Agreement is terminated, and prior to work continuing on the undertaking, NPS must either (a) execute a new Agreement pursuant to 36 C.F.R. § 800.6; or (b) if ACHP has provided advice per Stipulation VII: Dispute Resolution, request, take into account,

and respond to the comments of the ACHP under 36 C.F.R. § 800.7. NPS shall notify the Signatories regarding the course of action it will pursue.

IX. EFFECTIVE DATE AND DURATION

a. This Agreement becomes effective upon approval by NPS of the partial conversion per Section 6(f)(3) of the LWCF Act. All parties (Signatories and concurring) will be notified in writing by NPS within five (5) business days of the effective date. NPS shall determine when the terms of the Agreement have been fulfilled.

b. If the SCPRT and/or the CITY fails to complete all of the terms in this Agreement within five years from the effective date, NPS will determine whether additional time will be allowed, or whether an amendment of the Agreement will be permitted pursuant to Stipulation VIII of this Agreement.

c. At any time during the term of this Agreement, NPS may consult with the Signatories to reconsider the terms of the Agreement and amend it as per Stipulation VIII. All consulting parties must be notified that NPS is consulting to reconsider the terms of the PA or to amend a Stipulation.

X. EXECUTION

Execution of this Agreement by the NPS, the ACHP, SHPO, SCPRT, and the CITY, and implementation of its terms evidence that NPS has considered the effects of this undertaking on historic properties.

XI. SPECIAL PROVISIONS

a. Nothing in this Agreement shall be interpreted or construed as a commitment or requirement that the NPS obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable law or regulation.

b. Except as expressly provided herein, nothing in this Agreement shall be construed to limit or modify the NPS' discretion under any applicable laws or regulations.

c. The signatures below on this Agreement express the entire agreement among the parties. The parties acknowledge and agree that they have read and understand this entire Agreement including, but not limited to, any Exhibits attached hereto and incorporated herein by reference.

d. It is further mutually agreed that no Member of or Delegate to Congress, shall be admitted to any share or part of this Agreement, or to any benefit to arise thereupon.

e. Nothing herein shall be construed or interpreted to create any rights to concurring parties concerning the amendment, enforcement, construction or termination of this Agreement.

SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

National Park Service

By: _____
Stan Austin, Regional Director

Date: _____

SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

South Carolina State Historic Preservation Officer

By: _____
Dr. W. Eric Emerson,
South Carolina State Historic Preservation Officer

Date: _____

SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
AMONG
THE NATIONAL PARK SERVICE
AND THE
SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION, AND TOURISM
THE CITY OF CHARLESTON, SOUTH CAROLINA
OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

Advisory Council on Historic Preservation

By: _____
John Fowler, Executive Director

Date: _____

SIGNATORY PAGE

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AND THE
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REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

South Carolina Department of Parks, Recreation and Tourism (Invited Signatory)

By: _____
Phil Gaines, State Park Service/
State Liaison Officer

Date: _____

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PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

The City of Charleston, South Carolina (Invited Signatory)

By: _____
John J. Tecklenburg, Mayor

Date: _____

SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
AMONG
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SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
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SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
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Friends of DeReef Park (Concurring Party)

By: _____
Heather Templeton, Co-Chairman

Date: _____

SIGNATORY PAGE

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OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
FOR THE CONVERSION OF A PORTION OF DEREEF PARK

Cannonborough-Elliotborough Neighborhood Association (Concurring Party)

By: _____
Cator Sparks, President

Date: _____

SIGNATORY PAGE

PROGRAMMATIC AGREEMENT
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OTHER CONSULTING PARTIES
REGARDING
SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT
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Gathering at Morris Square, LLC (Concurring Party)

By: _____
Chris Phillips, Jr., Member

Date: _____

APPENDIX A
MAP OF PROPERTY

N

02/11/2015 Pictometry Oblique Aerial
provided by:
City of Charleston
Department of Information Technology
GIS Division

Praise House

Appendix B

Gathering @ Morris Square Church Building Construction Documents November 08, 2013

GATHERING @ Morris Square
CHURCH BUILDING

MORRIS STREET

CHARLESTON, SC

Architecture:

SGA ARCHITECTURE
Pawleys Island / Charleston

ARCHITECTURE LANDPLANNING
LANDSCAPE ARCHITECTURE

1535 Hobby Street, Suite 204
Charleston, SC 29405
Phone (843) 853-4506
www.SGAarchitecture.com

Mechanical Engineering:

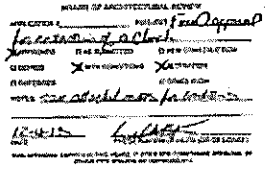
Charleston Engineering, Inc.

125B Wappoo Creek Drive
Charleston, SC 29412
(843) 762-4242

Owner:

GATHERING
@ Morris Square, LLC

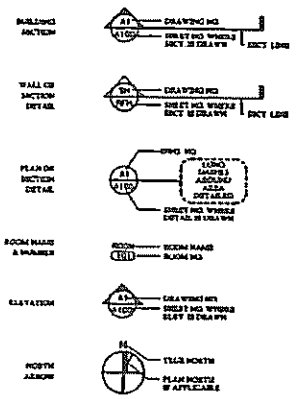
P.O. Box 20992
Charleston, SC 29413



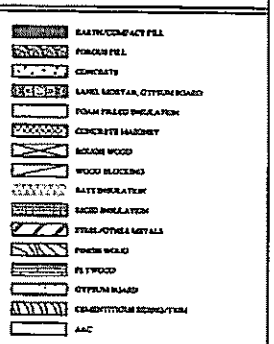
CONSTRUCTION DOCUMENTS - NOVEMBER 08, 2013

SGA ARCHITECTURE COMMISSION NO. 13002

REFERENCE SYMBOLS



MATERIAL SYMBOLS



ABBREVIATIONS

ACOUST	ACOUSTICAL
AFF	ABOVE FINISH FLOOR
ALUM	ALUMINUM
ATC	ACOUSTICAL TILE CEILING
BD	BOARD
BI DG	BUILDING
C	CITY
CAB	CABINET
CERM	CERAMIC
CER	CERAMIC
CLNG	CEILING
CONC	CONCRETE
CONST	CONSTRUCTION
CIP	CAST IN PLACE
CJ	CONTROL JOINT
CMU	CONCRETE MASONRY UNIT
CONT	CONTINUOUS
CT	CERAMIC TILE
DIA	DIAMETER
DH	DASHW
DOWNSPT	DOWN SPOUT
DS	DOWN SPOUT
DWG	DRAWING
E	ELECTRICAL
EJ	EXPANSION JOINT
EQ.S.	EDGE OF SLAB
EQ	EQUAL
EXIST	EXISTING
EXT	EXTERIOR
FD	FLOOR DRAIN
FE	FIRE EXTINGUISHER
FEC-EB	FIRE EXTINGUISHER CABINET (SEE ELEVATIONS)
FFE	FINISH FLOOR ELEVATION
FRMG	FRAMING
FT	FOOT/FEET
GA	GAUGE
GALV	GALVANIZED
GWB	GYPSUM WALL BOARD
GYP	GYPSUM
HM	HOLLOW METAL
HR	HOUR
HGT	HEIGHT
HWH	HOT WATER HEATER
INT	INTERIOR
KDAT	KILN DRIED AFTER TREATMENT
M	MECHANICAL
MAT	MATERIAL
MFR	MANUFACTURER
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MSL	MEAN SEA LEVEL
MTL	METAL
N	NORTH
NIC	NOT IN CONTRACT
N/A	NOT APPLICABLE
NC	NONCOMBUSTIBLE
NTS	NOT TO SCALE
O.C.	ON CENTER
OH	OVERHEAD
OPP. HAND	OPPOSITE HAND
P	PLUMBING
PC	PORTLAND CEMENT
PLBG	PLUMBING
PTWD	PRESSURE TREATED WOOD
PWD	PLYWOOD
RCP	REFLECTED CEILING PLAN
RADIUS	RADIUS
RH	RIGHT HAND
RO	ROUGH OPENING
S	STRUCTURAL
SATB	SOUND ATTENUATION FIBERGLASS BATT
SF	SQUARE FOOT/FEET
SIM	SIMILAR
SS	STAINLESS STEEL
T.B.R.	TOP OF BOND BEAM
T/O	TOPSOIL & GROW
T.M.M.	TOP OF MASONRY
T.R.S.	TOP OF SLAB
T.S.E.	TOP OF STEEL ELEVATION
TLT	TOILET
TYP	TYPICAL
U.N.O.	UNLESS NOTED OTHERWISE
VCT	VINYL COMPOSITION TILE
W/	WITH
W/O	WITHOUT
WD	WOOD
WP	WORK POINT

CODE REFERENCE & BUILDING SIZE

1. ALL CONSTRUCTION TO COMPLY WITH THESE CODES.

   INTERNATIONAL BUILDING CODE, 2012 EXISTING BUILDINGS

   3408.1 Historic buildings. The provisions of this code relating to the construction, repair, alteration, addition, restoration and movement of structures, and change of occupancy shall not be mandatory for historic buildings where such buildings are judged by the building official to not constitute a distinct life safety hazard.

2. ALL WORK TO BE DONE UNDER PERMITS AS REQUIRED BY THE LOCAL GOVERNING AUTHORITIES.

3. SIZE TABULATION.

Heated	871 sf ____ OCCUPANT LOAD IS +/- 43
Unheated (Porch & Ramp)	160 sf

DRAWING INDEX

T001 COVER SHEET

ARCHITECTURE

G001 GENERAL INFORMATION
G002 SPECIFICATIONS

L101 SITE PLAN

D101 DEMOLITION PLANS & EXISTING PHOTOS
D101a DEMOLITION PLANS & EXISTING PHOTOS
D101b DEMOLITION PLANS & EXISTING PHOTOS

D201 DEMOLITION - EXTERIOR ELEVATIONS

A101 NEW WORK - PLANS

A201 NEW WORK - EXTERIOR ELEVATIONS
A251 NEW WORK - BUILDING SECTIONS

A301 WALL SECTIONS
A302 WALL SECTIONS
A321 ENLARGED SECTIONS & DETAILS
A322 ENLARGED DETAILS

A401 WINDOW & DOOR ELEVATIONS & SCHEDULES
A402 WINDOW FLASHING

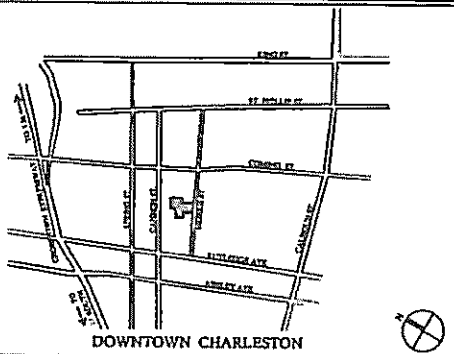
MECHANICAL, PLUMBING, ELECTRICAL

M101 HVAC PLAN
M201 HVAC SPECS AND DETAILS

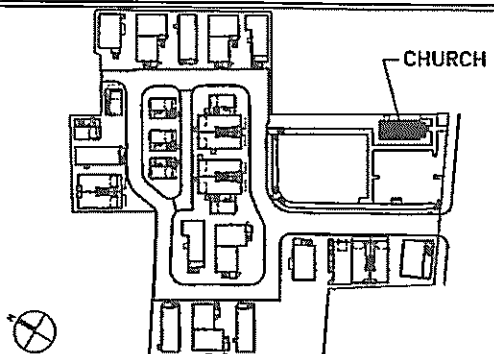
P101 PLUMBING PLANS

E101 ELECTRICAL PLANS
E201 ELECTRICAL SPECS & SCHEDULES

LOCATION MAP



KEY PLAN



SGA ARCHITECTURE

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

DATE

DRAWN BY
CHECKED BY

REVISIONS

GENERAL INFORMATION

G001

CONSTRUCTION DOCUMENTS

SPECIFICATIONS

1.0 DESIGN CRITERIA AND GENERAL INFORMATION

A. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
   1. INTERNATIONAL BUILDING CODE, 2012 EXISTING BUILDINGS
   2. THE INTERNATIONAL MECHANICAL CODE, 2012 EDITION
   3. THE INTERNATIONAL FUEL GAS CODE, 2012 EDITION
   4. THE NATIONAL ELECTRICAL CODE, 2011 EDITION
   5. THE CITY OF CHARLESTON ORDINANCES AND GUIDELINES SET BY THE CITY OF CHARLESTON BUILDING INSPECTIONS AND FIRE MARSHAL.
   6. FEMA REGULATIONS AS APPROPRIATE CONCERNING CONSTRUCTION IN FLOOD ZONES

B. THE CONTRACTOR SHALL:
   1. OBTAIN ALL BUILDING PERMITS AND LICENSES AND PAY ALL FEES NECESSARY FOR THE EXECUTION OF THE WORK, INCLUDING BUT NOT LIMITED TO BUILDING PERMIT FEES, WATER AND SEWER TAP-IN FEES, AND IMPACT FEES.
   2. WARRANTY ALL CONSTRUCTION FOR A PERIOD OF ONE YEAR.
   3. WARRANTY ALL ROOFING AND WATERPROOFING FOR A PERIOD OF TWO YEARS
   4. WARRANTY ALL HVAC EQUIPMENT FOR A PERIOD OF FIVE YEARS.
   5. CARRY ALL NECESSARY INSURANCE AS REQUIRED BY LAW AND HOLD HARMLESS THE OWNER AND/OR ARCHITECT FROM ANY LOSS, LIABILITY CLAIM OR DEMAND FOR DAMAGES ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK AS DESCRIBED BY THESE DRAWINGS.
   6. STRUCTURAL DESIGN SHALL BE BY SOUTH CAROLINA REGISTERED STRUCTURAL ENGINEER. STRUCTURAL DESIGN IS NOT IN THIS CONTRACT BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL ENGINEER. ALL FIELD FINDINGS NOT INDICATED ON ANY STRUCTURAL DOCUMENTATION SHALL BE REPORTED TO STRUCTURAL ENGINEER AND COPIED TO THE OWNER.
   7. CONTRACTOR SHALL BE RESPONSIBLE FOR SHOP DRAWINGS AND THEIR REVIEW AND APPROVAL, AND SHALL ALSO:
      7.1. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS IN THIS CONTRACT.
   8. CHECK, COORDINATE AND VERIFY ALL DIMENSIONS AND CONSTRUCTION DETAILS BEFORE STARTING ANY CONSTRUCTION. ANY DISCREPANCIES SHALL BE CORRECTED ON THE FIELD.
   9. PROVIDE A TRASH DUMPSTER AND MAINTAIN THE BUILDING SITE IN A CLEAN AND ORDERLY FASHION. CLEANUP SHALL BE ON A DAILY BASIS.
   10. PROVIDE A PORTABLE TOILET FOR EMPLOYEES AND SUBCONTRACTORS. TOILET SHALL BE SERVICED ON A REGULAR BASIS.
   11. PROVIDE QUALITY ASSURANCE. SPECIFICALLY, ALL WORK TO BE BY TRAINED AND EXPERIENCED PERSONNEL AND SUPERVISED BY COMPETENT SUPERVISORS WHO ARE COMPLETELY FAMILIAR WITH THE REQUIREMENTS OF THE WORK AND WITH THE INSTRUCTIONS AND RECOMMENDATIONS OF THE MANUFACTURERS OF SPECIFIC ITEMS.

C. THE OWNER SHALL EFFECT BUILDER'S RISK INSURANCE TO MAINTAIN FIRE, EXTENDED COVERAGE, AND THEFT AND VANDALISM INSURANCE FOR 100% OF THE INSURABLE VALUE OF ALL CONSTRUCTION ON THE SITE.

D. CONTRACTOR TO ARRANGE FOR A REPRESENTATIVE OF THE CITY OF CHARLESTON BOARD OF ARCHITECTURAL REVIEW TO PERFORM A WALK-THROUGH OF STRUCTURE PRIOR TO START OF BUILDING PREPARATION TO CONFIRM WHICH MATERIALS MAY BE REMOVED.

E. ARCHITECT IS NOT TO PERFORM ANY CONSTRUCTION CONTRACT ADMINISTRATIVE SERVICES FOR THIS PROJECT. ALL RESPONSIBILITIES OF THE CONTRACT ADMINISTRATION AND CONSTRUCTION COORDINATION LIES WITH THE OWNERS AND THEIR REPRESENTATIVES.

2.0 SITEWORK

A. ALL SITEWORK CONSTRUCTION SERVICES TO BE PERFORMED BASED ON THE CIVIL ENGINEERING DOCUMENTS UNDER SEPARATE CONTRACT BETWEEN CIVIL ENGINEERING FIRM AND THE OWNERS. REPORT TO THE ARCHITECT ANY UNDERGROUND WATER, EXCESSIVE ORGANIC MATERIAL, OR ANY OTHER UNDESIRABLE CONDITION ENCOUNTERED DURING EXCAVATIONS FOR THE BUILDING.

B. OWNER IS RESPONSIBLE TO PROVIDE BUILDING CONTRACTOR WITH APPROPRIATE CIVIL ENGINEERING DOCUMENTS.

3.0 CONCRETE

A. SEE STRUCTURAL DOCUMENTS FOR CONCRETE SPECIFICATIONS AND DESIGN.

B. THE CONTRACTOR SHALL CHECK AND COORDINATE ALL DIMENSIONS OF THE FOUNDATION PLAN WITH THE FLOOR PLANS BEFORE BEGINNING CONSTRUCTION AND NOTIFY THE STRUCTURAL ENGINEER IN WRITING OF ANY DISCREPANCIES.

4.0 MASONRY

A. SPECIFICATIONS AND DESIGN PER THE STRUCTURAL ENGINEER

B. INSTALLED PER RECOMMENDATIONS OF THE NATIONAL CONCRETE MASONRY ASSOCIATION

5.0 METALS

A. SEE STRUCTURAL DOCUMENTS FOR STRUCTURAL STEEL SPECIFICATIONS AND DESIGN.

B. ALL FLASHING SHALL BE 16 OZ. COPPER INSTALLED PER SMACNA ARCHITECTURAL SHEET METAL MANUAL.

C. PROVIDE STEP FLASHING AT ALL MASONRY SURFACES REQUIRING FLASHING.

D. STEEL RAILING:
   1. PROVIDE TOP RAILS, BOTTOM RAILS, PICKETS AND POSTS FOR HANDRAILS AND GUARD RAILS AS SPECIFIED ON DRAWINGS.
   2. INSTALLATION SHALL BE PER ALL CODES REQUIREMENTS AND INDUSTRY STANDARDS.
   3. DESIGN RAILINGS TO:
      3.1. RESIST A LOAD OF 50 POUNDS PER LINEAL FOOT APPLIED IN ANY DIRECTION AT THE TOP AND TO TRANSFER THIS LOAD THROUGH THE SUPPORTS TO THE STRUCTURE SUPPORTING THE RAIL.
      3.2. RESIST A SINGLE CONCENTRATED LOAD OF 200 POUNDS APPLIED IN ANY DIRECTION AT ANY POINT ALONG THE TOP. THIS LOAD CAN BE CONSIDERED INDEPENDENTLY OF THE UNIFORM LOAD DESCRIBED ABOVE.
      3.3. ENSURE INTERMEDIATE RAILS ARE TO BE ABLE TO RESIST A LOAD OF 50 POUNDS APPLIED TO AN AREA NOT TO EXCEED ONE SQUARE FOOT. THIS LOAD IS NOT REQUIRED TO BE SUPERIMPOSED ON THE RAILING LOADS DESCRIBED ABOVE.

6.0 WOOD AND PLASTICS

A. ROUGH CARPENTRY
   1. ENGINEERED LUMBER SHALL BE INSTALLED ACCORDING TO STRUCTURAL DRAWINGS AND MANUFACTURER'S INSTALLATION INSTRUCTIONS. PROVIDE SHOP DRAWINGS FOR STRUCTURAL ENGINEERS' APPROVAL.
   2. WOOD FRAMING: SEE STRUCTURAL SPECIFICATIONS
   3. WALL SHEATHING PER STRUCTURAL SPECIFICATIONS. COVER WITH TWO LAYERS 15# ASPHALT SATURATED FELTS.
   4. ROOF SHEATHING PER STRUCTURAL SPECIFICATIONS
   5. MISCELLANEOUS FRAMING NO. 2 OR BETTER SOUTHERN YELLOW PINE (TYP)
   6. NO. 2 AS PER PRESSURE TREATED WOOD WHERE IN CONTACT WITH GROUND, CONCRETE SLABS, MASONRY OR EXPOSED TO WEATHER PER THE FOLLOWING TREATMENT REQUIREMENTS.
      6.1 PRESERVATIVE TREATMENT BY PRESSURE PROCESS PER AWPA C2, EXCEPT LUMBER THAT IS NOT IN CONTACT WITH THE GROUND AND IS CONTINUOUSLY PROTECTED FROM LIQUID WATER MAY BE TREATED ACCORDING TO AWPA C31 WITH INORGANIC BORON (SBX).
      6.2 PRESERVATIVE CHEMICALS SHALL BE ACCEPTABLE TO AUTHORITIES HAVING JURISDICTION AND SHALL NOT CONTAIN ARSENIC OR CHROMIUM.
      6.3 FOR EXPOSED ITEMS TO RECEIVE A NATURAL, STAINED OR PAINTED FINISH USE CHEMICAL FORMULATIONS THAT DO NOT REQUIRE INCISING, CONTAIN COLORANTS, BLEED THROUGH OR OTHERWISE ADVERSELY AFFECT FINISHES.
      6.4 KILN DRY LUMBER AFTER TREATMENT TO A MAXIMUM MOISTURE CONTENT OF 19 PERCENT.
   7. PROVIDE BLOCKING IN WALLS AND CEILINGS FOR ALL WALL AND CEILING MOUNTED FIXTURES INCLUDING, BUT NOT LIMITED TO: CEILING FANS; BATHROOM ACCESSORIES, SHOWER SEATS AND SHELVES, MIRRORS AND RECESSED CABINETS; CABINETRY; INCLUDING ELECTRICAL, SECURITY OR COMMUNICATION PANELS; HVAC OR PLUMBING EQUIPMENT; POCKET DOOR HARDWARE; CLOSET SHELVING AND RODS; STANDING AND RUNNING INTERIOR TRIM; AND ANY OTHER ITEMS IDENTIFIED ON PLANS OR SPECS, OR BY OWNER, OR BY THE SEPARATE INTERIOR DESIGN PACKAGE PREPARED BY OTHERS AS BEING WALL OR CEILING MOUNTED.

B. FINISH CARPENTRY
   1. NEW EXTERIOR SIDING SHALL MATCH EXISTING. 7" EXPOSURE WOOD SIDING WITH A DROP PROFILE IS STANDARD, HOWEVER CARE TO BE TAKEN IN APPROPRIATE PATCHING OF INDIVIDUAL AREAS WHICH MAY DEVIATE FROM STANDARD SIDING. NEW EXTERIOR TRIM TO REPLICATE EXISTING AND BE FROM [illegible] PRESSURE TREATED WOOD.

C. TEMPORARY FRAMING REQUIRED FOR BUILDING REHABILITATION AND MOVE TO BE HANDLED BY SEPARATE INSTRUCTION. ANY RELATED DOCUMENTS TO BE MADE AVAILABLE TO CITY OF CHARLESTON B.A.R. FOR REVIEW.

D. DEMOLITION OF ANY WOOD IN A MANNER OTHER THAN INDICATED BY ARCHITECTURAL OR STRUCTURAL DRAWINGS TO BE BROUGHT TO THE ATTENTION OF CONTRACTOR AND OWNERS.

7.0 THERMAL AND MOISTURE PROTECTION

A. INSULATION PER THE FOLLOWING SCHEDULE AND PER DRAWINGS:
   1. FLOORS: R-19 FIBERGLASS BATT.
   2. EXTERIOR WALLS: MINIMUM R-13 FIBERGLASS BATT.
   3. INTERIOR WALLS: PROVIDE SOUND BATTS FULL THICKNESS OF WALL WHERE INDICATED ON PLANS AND AROUND ALL WASTE PIPES.
   4. ATTIC: OPEN CELL, SEMI-RIGID SPRAY APPLIED POLYURETHANE FOAM IN THICKNESS TO ACHIEVE A MINIMUM OF R-30 AT ALL LOCATIONS. ATTIC IS NON-VENTED: INSULATION SHALL FOLLOW THE ROOF AND ALL VOIDS MUST BE INSULATED. ALL AIR LEAKS FROM EXTERIOR TO ATTIC SHALL BE SEALED.
   5. DUCTS: 2" FOIL FACED "DUCT WRAP"

B. ROOFING
   1. HAND-SEAMED METAL ROOFING TO BE USED, TO BE SELECTED BY OWNER.
   2. INSTALL FOR 130 MPH (3 SECOND GUST) WIND SPEED EXPOSURE AS INDICATED IN THE MANUFACTURER'S COMPLIANCE REPORT AND APPROVED INSTALLATION INSTRUCTIONS.
   3. ROOFING SAMPLE AND MOCK-UP TO BE PROVIDED FOR OWNER AND CITY OF CHARLESTON BOARD OF ARCHITECTURAL REVIEW APPROVAL PRIOR TO INSTALLATION.

C. WOOD SIDING
   1. 7" EXPOSURE DROP PROFILE WOOD SIDING TO BE MATCHED TO EXISTING WOOD SIDING.

D. JOINT SEALANTS:
   1. PROVIDE JOINT SEALANTS, BACKER RODS AND OTHER RELATED MATERIALS THAT ARE COMPATIBLE WITH ONE ANOTHER AND WITH JOINT SUBSTRATES.
   2. DO NOT INSTALL SEALANTS WHEN AMBIENT AND SUBSTRATE TEMPERATURES ARE OUTSIDE LIMITS PERMITTED BY JOINT SEALANT MANUFACTURER OR BELOW 40°F, WHEN SUBSTRATES ARE WET; WHEN CONTAMINANTS CAPABLE OF ADHESION HAVE NOT BEEN REMOVED; OR WHEN JOINTS WIDTHS ARE LESS THAN THOSE ALLOWED BY THE SEALANT MANUFACTURER.
   3. COLORS TO BE SELECTED BY OWNER FROM MANUFACTURER'S STANDARD COLORS.
   4. TYPICAL SEALANT FOR EXTERIOR AND INTERIOR JOINTS UNLESS NOTED OTHERWISE: ONE PART SILICONE SEALANT, TYPE S, GRADE NS, CLASS 50.
   5. SEALANTS FOR INTERIOR JOINTS WITH NONPOROUS SUBSTRATES EXPOSED TO HIGH HUMIDITY AND TEMPERATURE EXTREMES: ONE PART MILDEW RESISTANT SILICONE SEALANT, TYPE S, GRADE NS, CLASS 25, FORMULATED WITH FUNGICIDE.
   6. SEALANTS FOR INTERIOR WOODWORK; BETWEEN CASEWORK AND WALL SURFACES, AND PERIMETER JOINTS FOR INTERIOR FRAMES OF DOORS AND WINDOWS: LATEX SEALANT COMPLYING WITH ASTM C 834, TYPE P, GRADE NF
   7. BACKER RODS: CLOSED CELL MATERIAL WITH A SURFACE SKIN, ASTM C 1330, TYPE C.

8.0 DOORS AND WINDOWS

A. EXTERIOR ENTRANCE DOORS TO REPLICATE PREVIOUS DOORS. PREVIOUS DOOR CAN BE FOUND [illegible] ON FLOOR OF VESTIBULE.

B. INTERIOR DOORS TO BE REPLICATED FROM REMAINING EXISTING EXAMPLES. DOOR SIZES AND NOTES ON DOOR SCHEDULE.

C. WINDOWS TO BE REPLICATED FROM REMAINING EXISTING EXAMPLES. CONTRACTOR TO SUBMIT A MOCK-UP AND SHOP DRAWINGS FOR REVIEW. PERFORMANCE REQUIREMENTS AND EXCEPTIONS TO BE COORDINATED AT FINAL REVIEW BY CITY OF CHARLESTON B.A.R. AND BY AGREEMENT WITH BUILDING CODE OFFICIALS.

D. HARDWARE: OWNER TO PROVIDE SELECTIONS AND SPECIFICATIONS.

9.0 FINISHES

A. GYPSUM BOARD:
   1. GYPSUM BOARD #1: 1/2" GYPSUM PANELS TO MEET ASTM C36, SCREW (NOT NAIL) INSTALLATION (TYPICAL AT ALL LOCATIONS EXCEPT AS NOTED)
   2. GYPSUM BOARD #2: 1/2" MOISTURE RESISTANT GYPSUM PANEL TO MEET ASTM C36, SCREW (NOT NAIL) INSTALLATION (AT ALL BATHROOM WALLS EXCEPT AT TILE)
   3. 1/2" CEMENTITIOUS BACKER BOARD AT ALL WALLS TO BE TILED.
   4. PROVIDE METAL CORNER BEADS AT ALL OUTSIDE CORNERS.
   5. TAPE, FILL AND SAND ALL JOINTS. PRIME COAT BEFORE PAINTING

B. PAINT.
   1. GENERAL REQUIREMENTS:
      1.1. PROVIDE PROPER SURFACE PREPARATION PER PAINT MANUFACTURER'S RECOMMENDATIONS.
      1.2. SMOOTH SURFACES SHALL BE SANDED COMPLETELY SMOOTH PRIOR TO FINISHING.
      1.3. PROVIDE FOR COMPLETE COVERAGE (COAT AS REQUIRED FOR COMPLETE COVERAGE)
      1.4. EXTERIOR PAINTS SHALL HAVE MILDEW INHIBITORS.
      1.5. INTERIOR AND EXTERIOR PAINTS SHALL BE BENJAMIN MOORE OR EQUAL.
      1.6. ALL PAINTS AND PRIMERS SHALL BE APPROPRIATE FOR THE SUBSTRATE AND LOCATION PER THE MANUFACTURER'S RECOMMENDATIONS.
      1.7. PAINT COLORS TO BE SELECTED BY OWNER, ARCHITECT OR INTERIOR DESIGNER.
   2. GYPSUM BOARD WALLS AND CEILINGS: PRIME COAT WITH TWO COATS (MINIMUM) FLAT LATEX PAINT.
   3. INTERIOR WOOD TRIM AND INTERIOR DOORS: PRIME COAT PLUS TWO COATS (MINIMUM) OIL BASED ENAMEL WITH SEMIGLOSS FINISH.
   4. EXTERIOR SIDING AND WOOD TRIM: PRIME COAT PLUS TWO COATS (MINIMUM) FROM GLOSS LATEX ENAMEL PAINT.
   5. METAL RAILINGS AND GRILLES: LATEX ENAMEL FINISH OVER RUST RESISTANT PRIME COAT.

C. INTERIOR FINISHES AND MATERIAL APPLICATIONS AS NOTED ON PLAN.

10.0 SPECIALTIES

A. NOT USED.

11.0 EQUIPMENT

A. NOT USED.

12.0 FURNISHINGS

A. NOT USED.

13.0 SPECIAL CONSTRUCTION

A. NOT USED.

14.0 CONVEYING SYSTEMS

A. NOT USED.

15.0 PLUMBING

A. REFER TO PLUMBING SPECIFICATIONS ON PLUMBING DRAWINGS.

16.0 MECHANICAL

A. REFER TO MECHANICAL SPECIFICATIONS ON MECHANICAL DRAWINGS.

17.0 ELECTRICAL

A. REFER TO ELECTRICAL SPECIFICATIONS ON ELECTRICAL DRAWINGS.

SGA ARCHITECTURE
[illegible]

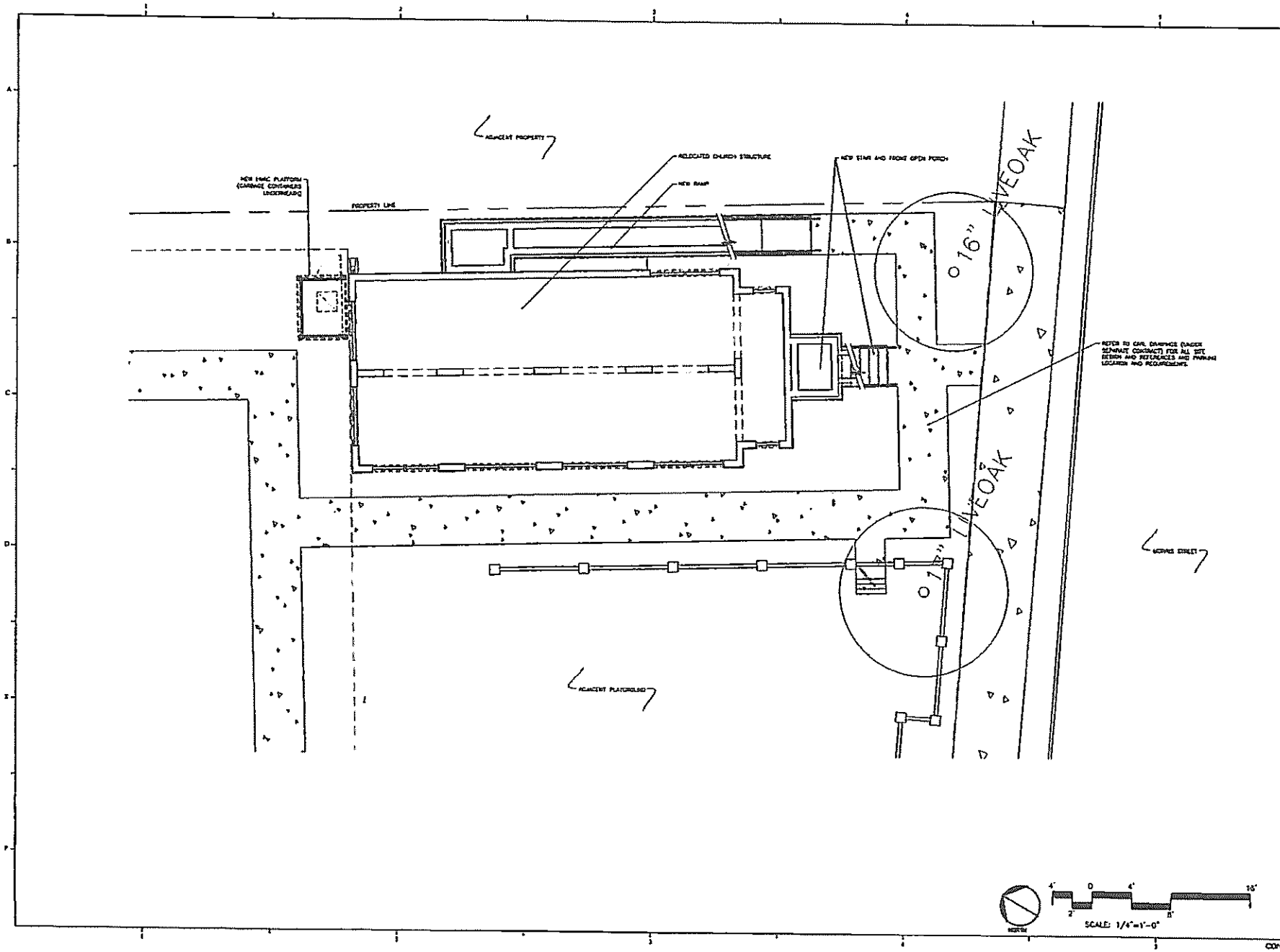
GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON SOUTH CAROLINA

JOB NUMBER [illegible]
DATE [illegible] 2013
DRAWN BY [illegible]
CHECKED BY [illegible]

SPECIFICATIONS

G002

CONSTRUCTION DOCUMENTS



SGA ARCHITECTURE

GATHERING
@ Morris Square
Churh Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

SITE PLAN

L101

CONSTRUCTION DOCUMENTS

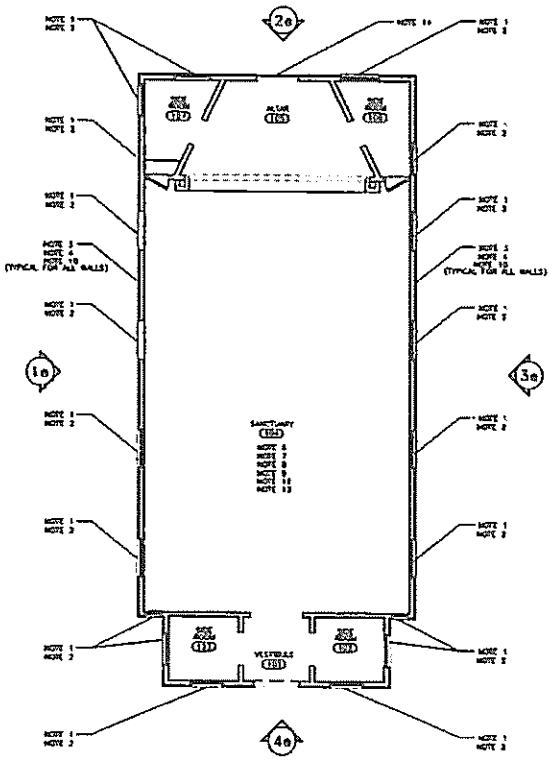
4a VIEW FROM SOUTH/EAST

3a VIEW FROM NORTH/EAST

2a VIEW FROM NORTH/WEST

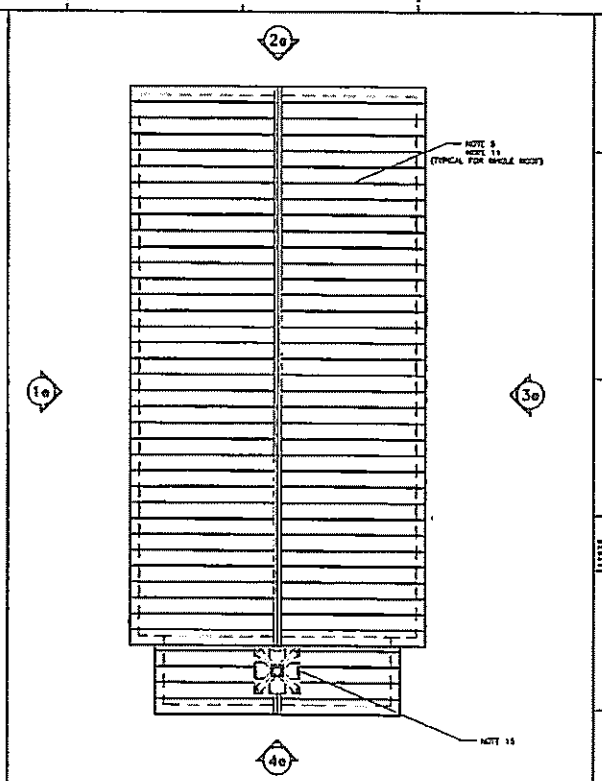
1a VIEW FROM SOUTH/WEST

CHURCH BUILDING IN THE NEW AND FINAL LOCATION



E2 FIRST FLOOR PLAN – DEMOLITION

1/4"=1'-0"



E3 ROOF PLAN – DEMOLITION

1/4"=1'-0"

GENERAL NOTES – DEMOLITION

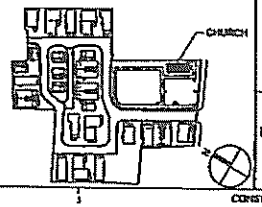
1. ALL MATERIALS REMOVED FROM THE STRUCTURE TO BE STORED ON SITE FOR REVIEW PRIOR TO BEING REPLACED. REFER TO "BUILDING ADAPTION NARRATIVE" INCLUDED WITH CONSTRUCTION DOCUMENTS. STORAGE SHALL BE IN THE ENVIRONMENT WHERE MATERIALS WILL NOT BE DAMAGED OR EXPOSED TO FURTHER DETERIORATION.
2. CONTRACTOR TO COORDINATE SITEWI AND REQUIREMENTS FOR SITE BARRIER WITH THE CITY OF CHARLESTON PRIOR TO START OF DEMOLITION. CONTRACTOR TO COORDINATE WITH CITY STAFF REPRESENTATIVE THE WALK THROUGH PRIOR TO COMMENCEMENT OF THE DEMOLITION.
3. CONSULT STRUCTURAL PRIOR TO REMOVING ANY SILLS, JOISTS, STUDS, RAFTERS, ETC. REFER TO NOTE ABOUT OWNER'S CONTRACT WITH STRUCTURAL CONSULTANT – THIS SHEET.
4. LOOK FOR THE FOLLOWING MATERIALS DURING THE REMOVAL OF DEBRIS AND BUILDING PREPARATION: ALL EXTERIOR AND INTERIOR DOORS AND TRIM, CUPOLA SPIRE, ANY WINDOW MATERIAL; ANY TRIM THAT MIGHT HAVE OCCURRED AT THE SILLS (BEYOND 2x6 PATCHING).

DEMOLITION NOTES

1. REMOVE ALL REMAINING WINDOWS AND RETAIN FOR DUPLICATION.
2. REMOVE WINDOW SILLS AND RETAIN FOR REUSE OR DUPLICATION.
3. REMOVE SIDING AS NECESSARY TO UNDERTAKE REPAIRS TO FRAMING. (REFER TO NOTE ABOUT STRUCTURAL CONTRACT – THIS SHEET).
4. REMOVE ALL SIDING AT BUILDING/WALL SILLS REQUIRING REPAIR OR REPLACEMENT. (REFER TO NOTE ABOUT STRUCTURAL CONTRACT – THIS SHEET).
5. REMOVE ALL METAL ROOFING TO ALLOW INSPECTION AND REPAIR OF ROOF SHEATHING. (REFER TO NOTE ABOUT STRUCTURAL CONTRACT – THIS SHEET).
6. REMOVE ANY REMAINING FINISH FLOOR MATERIAL TO ALLOW INSPECTION AND REPAIRS TO SUBFLOORS.
7. REMOVE ALL INTERIOR FINISHES AND SHEATHING. BRACE PER STRUCTURAL RECOMMENDATION. (REFER TO NOTE ABOUT STRUCTURAL CONTRACT – THIS SHEET).
8. REMOVE SUBFLOOR AND JOISTS AS NECESSARY TO REMEDIATE DEFICIENT AREAS. (REFER TO NOTE ABOUT STRUCTURAL CONTRACT – THIS SHEET).
9. REMOVE CEILING MATERIALS, COMPLETE.
10. REMOVE AND REPLACE BUILDING SILLS PER STRUCTURAL. (REFER TO NOTE ABOUT STRUCTURAL CONTRACT – THIS SHEET).
11. REMOVE RAFTERS AND ROOF SHEATHING AS NECESSARY TO PATCH, REPAIR, OR PREPARE FOR CONSTRUCTION OF NEW WORK. (REFER TO NOTE ABOUT STRUCTURAL CONTRACT – THIS SHEET).
12. WOOD CORNICES, BANDSOIT FINISHES, BASEBOARD, WOOD MOLDING, WINDOW AND DOOR TRIM, AND ETC. SHALL BE REMOVED WITH EXTREME CARE AND SALVAGED FOR RE-INSTALLMENT AND DUPLICATION. DAMAGED OR DETERIORATED MATERIALS SHALL BE DISCARDED.
13. REMOVE ANY PIPING, WIRING, AND CONDUITS, AND ANY REMAINING ELECTRICAL, MECHANICAL AND PLUMBING FIXTURE.
14. REMOVE DETERIORATED SIDING AND FRAMING IN THE NICHE.
15. CUPOLA HAS BEEN REMOVED AND STORED DURING THE MOVING OF THE BUILDING TO ITS FINAL LOCATION.

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT BY SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT. REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

KEY PLAN



SGA ARCHITECTURE

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

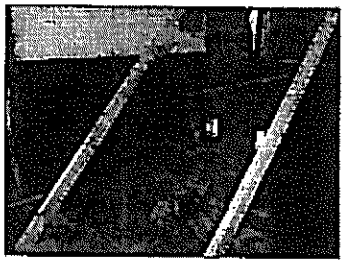
JOB NUMBER
DATE
DRAWN BY
CHECKED BY

DEMOLITION PLANS EXISTING PHOTOS

D101

CONSTRUCTION DOCUMENTS

(3) VIEW FROM VESTIBULE TOWARDS ROOF

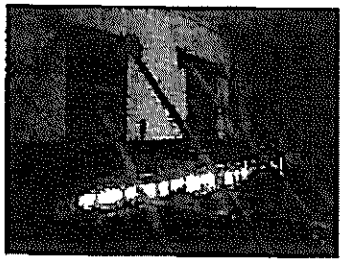


(6) VIEW OF SOUTH/WEST CORNER OF SANCTUARY WALL/FLOOR

(9) VIEW FROM SANCTUARY OF NORTH/EAST INTERIOR WALL

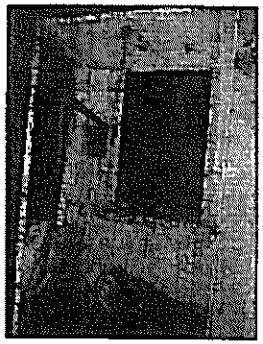
(2) VIEW OF FRONT DOOR & DOOR TO SIDE ROOM 103

(5) VIEW OF SIDE ROOM 102



(8) VIEW FROM SANCTUARY OF NORTH/WEST INTERIOR WALL

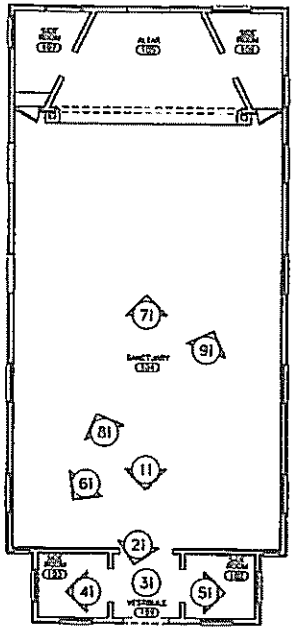
(1) VIEW FROM SANCTUARY TOWARDS FRONT DOOR



(4) VIEW OF SIDE ROOM 103

(7) VIEW FROM SANCTUARY TOWARDS ALTAR

CHURCH BUILDING – PHOTOS OF EXISTING INTERIOR



REFER TO SHEET D101 FOR DEMOLITION NOTES OF EXTERIOR AND INTERIOR OF THE BUILDING.

D4 | FIRST FLOOR PLAN – DEMOLITION

1/4"=1'-0"

GENERAL NOTES – DEMOLITION

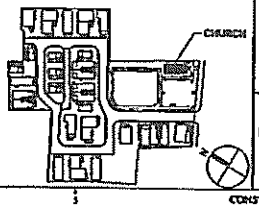
REFER TO SHEET D101 GENERAL DEMOLITION NOTES

DEMOLITION NOTES

REFER TO SHEET D101 DEMOLITION NOTES

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT
REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

KEY PLAN



SGA ARCHITECTURE

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

DATE

DRAWN BY
CHECKED BY

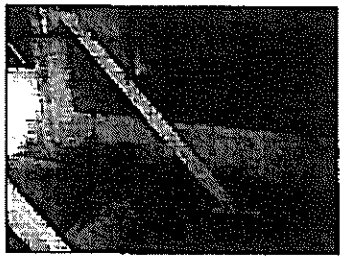
REVISIONS

DEMOLITION PLANS EXISTING PHOTOS

D101a

CONSTRUCTION DOCUMENTS

(12) VIEW FROM ALTAR TOWARDS ROOF/LOUVERED VENT

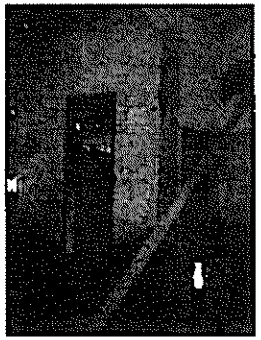


(11) VIEW FROM SANCTUARY TOWARDS ALTAR

(10) VIEW TOWARDS DOOR OF SIDE ROOM 107

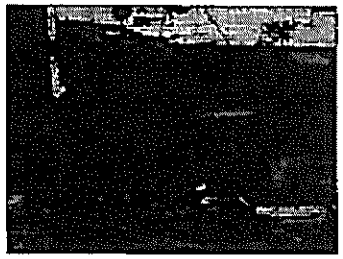
(15) DOUBLE HUNG WINDOW

(14) VIEW OF NORTH/EAST CORNER OF SANCTUARY



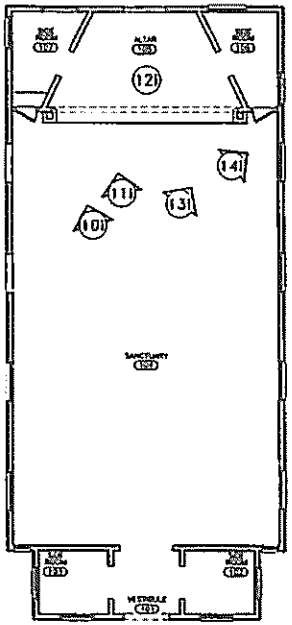
(13) VIEW FROM SANCTUARY TOWARDS SIDE ROOM 106

(17) EXAMPLE OF DAMAGED SILL



(16) EXAMPLE OF DAMAGED SILL

CHURCH BUILDING – PHOTOS OF EXISTING INTERIOR



REFER TO SHEET D101 FOR DEMOLITION NOTES OF EXTERIOR AND INTERIOR OF THE BUILDING.

D4 | FIRST FLOOR PLAN – DEMOLITION

1/4"=1'-0"

GENERAL NOTES – DEMOLITION

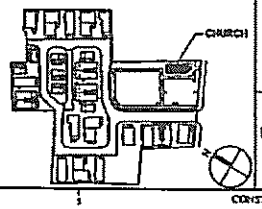
REFER TO SHEET D101 GENERAL DEMOLITION NOTES

DEMOLITION NOTES

REFER TO SHEET D101 DEMOLITION NOTES

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT
REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

KEY PLAN



SGA ARCHITECTURE

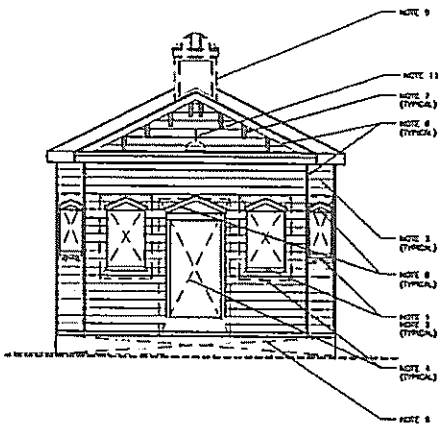
GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

JOB NUMBER
DATE
DRAWN BY
CHECKED BY
REVISIONS

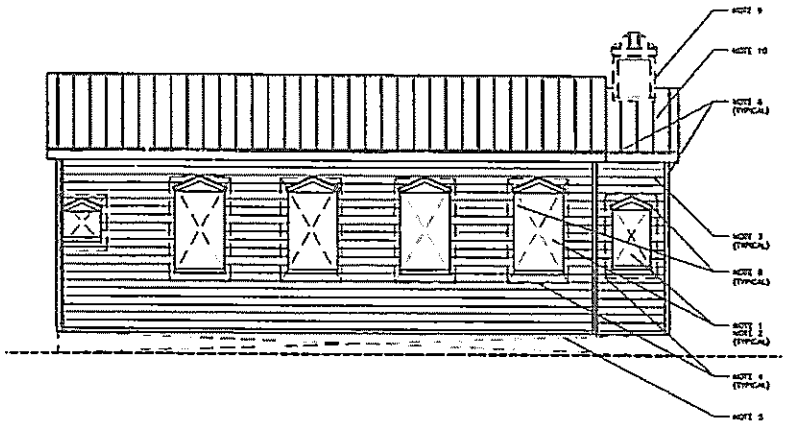
DEMOLITION PLANS EXISTING PHOTOS

D101b

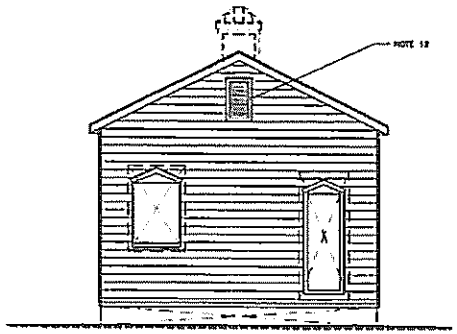
CONSTRUCTION DOCUMENTS



C1	FRONT (SOUTH/EAST) ELEVATION – DEMOLITION
1/4"=1'-0"	

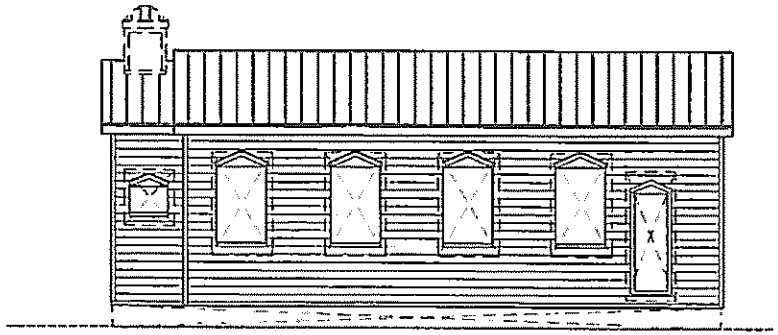


C2	SIDE (NORTH/EAST) ELEVATION – DEMOLITION
1/4"=1'-0"	



REFER TO C1/D201 & C2/D201 FOR TYPICAL DEMOLITION NOTES

F1	REAR (NORTH/WEST) ELEVATION – DEMOLITION
1/4"=1'-0"	



REFER TO C1/D201 & C2/D201 FOR TYPICAL DEMOLITION NOTES

F2	SIDE (SOUTH/WEST) ELEVATION – DEMOLITION
1/4"=1'-0"	

DEMOLITION NOTES

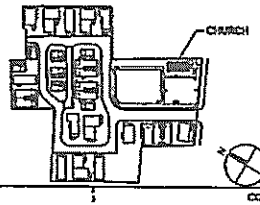
1. REMOVE ALL REMAINING WINDOWS AND RETAIN FOR REPLICATION.
2. REMOVE WINDOW SILLS AND RETAIN FOR REUSE OR REPLICATION.
3. REMOVE SIDING AS NECESSARY TO UNDERTAKE REPAIRS TO FRAMING.
4. ALL PLYWOOD PANELS OVER ALL OPENINGS TO BE REMOVED AND DISCARDED.
5. THERE ARE NO FOUNDATION WALL AT THE PRESENT LOCATION - SPACE IS SHOWN FOR DELINEATION OF THE PRESENT CONDITION OF THE BUILDING'S LOCATION.
6. REMOVE TRIM, FASCIA BOARDS, BAND BOARDS, ETC. AND RETAIN FOR REUSE AND/OR REPLICATION.
7. REMOVE BRACKETS AND RETAIN FOR REUSE AND/OR REPLICATION.
8. REMOVE WINDOW/DOOR PEDIMENTS AND RETAIN FOR REUSE AND/OR REPLICATION.
9. CUPOLA HAS BEEN REMOVED AND STORED DURING THE MOVING OF THE BUILDING TO ITS FINAL LOCATION. IS SHOWN ON THE DRAWING FOR ITS REPRESENTATION.
10. REMOVE METAL ROOFING.
11. REMOVE ANY PIPING, WIRING, AND ANY REMAINING ELECTRICAL, MECHANICAL AND PLUMBING ITEMS.
12. REMOVE LOUVERED OPENING AND RETAIN FOR REPLICATION.
13. REMOVE LIGHT HOUSING AND BRACKET AND ALL ELECTRICAL CONNECTIONS ASSOCIATED WITH IT.

GENERAL NOTES - DEMOLITION

1. ALL MATERIALS REMOVED FROM THE STRUCTURE TO BE STORED ON SITE FOR REVIEW PRIOR TO BEING REPLACED. REFER TO "BUILDING ADAPTION NARRATIVE" INCLUDED WITH CONSTRUCTION DOCUMENTS. STORING SHALL BE IN THE ENVIRONMENT WERE MATERIALS WILL NOT BE CHANGED OR EXPOSED TO FURTHER DETERIORATION.
2. CONTRACTOR TO COORDINATE EFFORT AND REQUIREMENTS FOR SITE BARRIER WITH THE CITY OF CHARLESTON PRIOR TO START OF DEMOLITION.
3. DEMOLITION SHALL NOT BE LIMITED TO WHAT IS INDICATED ON THE DRAWINGS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MODIFICATIONS AND ALTERATIONS NECESSARY TO EXECUTE THE WORK AS INTENDED.
4. CONSULT STRUCTURAL PRIOR TO REMOVING ANY BEAMS, JOISTS, STUDS, RAFTERS, ETC. REFER TO NOTE ABOUT OWNER'S CONTRACT WITH STRUCTURAL CONSULTANT - THIS SHEET.
5. LOOK FOR THE FOLLOWING MATERIALS DURING THE REMOVAL OF DEBRIS AND BUILDING PREPARATION: ALL EXTERIOR AND INTERIOR DOORS AND TRIM, CUPOLA SPIRE, ANY WINDOW MATERIAL, ANY TRIM THAT MIGHT HAVE OCCURRED AT THE SILLS (BEYOND 234 PATCHING).

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT
REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

KEY PLAN



SGA ARCHITECTURE

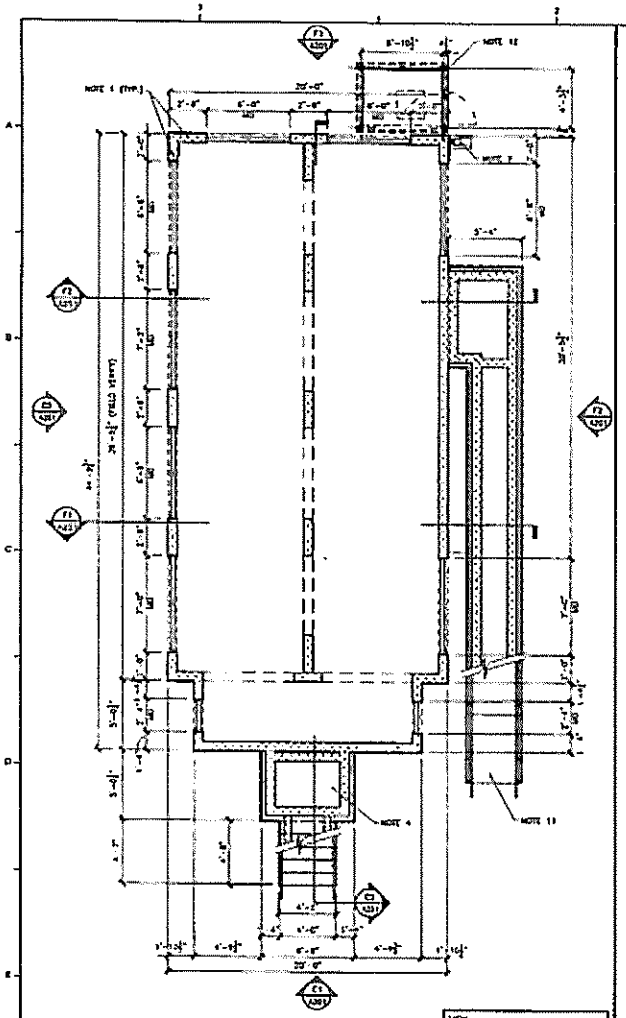
GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

DATE
DRAWN BY:
CHECKED BY:

DEMOLITION EXTERIOR ELEVATIONS

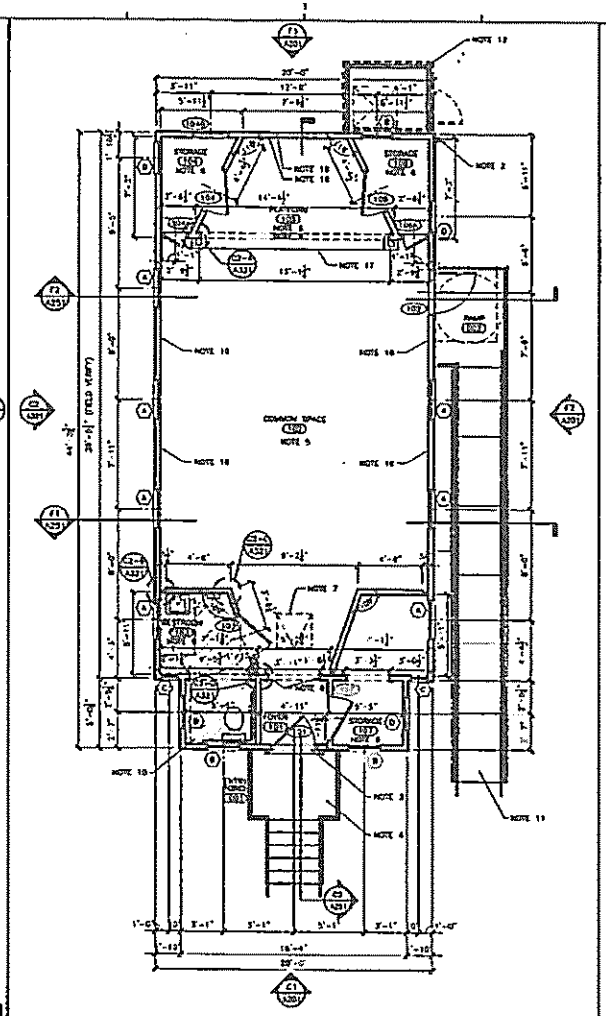
D201

CONSTRUCTION DOCUMENTS

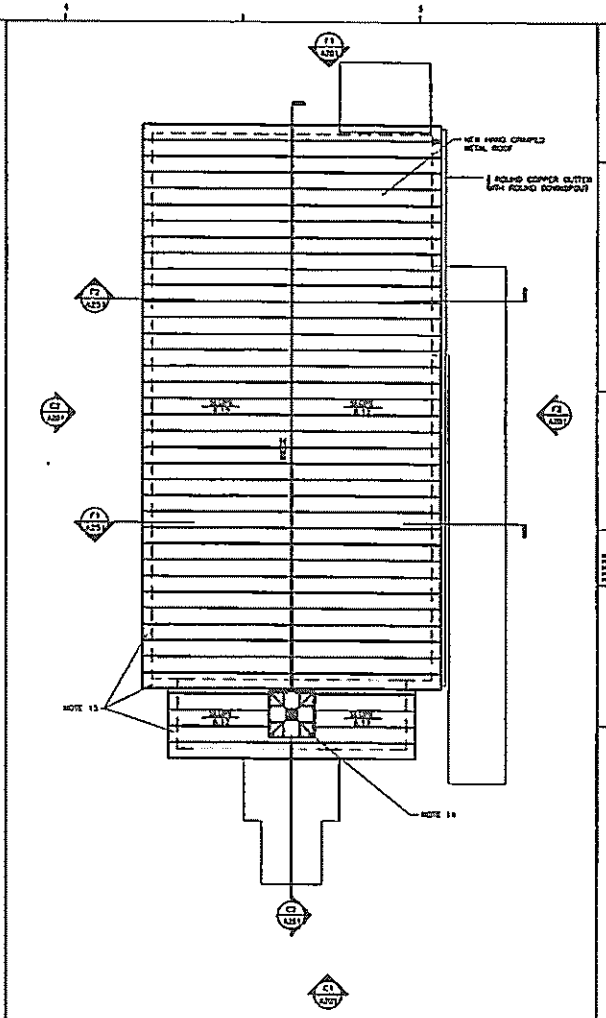


E1	CRAWL SPACE PLAN
1/4"=1'-0"	

NEW:
- FOUNDATION & FOOTINGS
- MASONRY RAMP & RAILINGS
- MASONRY STAIR, PORCH & RAILINGS
- HVAC PLATFORM



E2	FIRST FLOOR PLAN
1/4"=1'-0"	



E3	ROOF PLAN
1/4"=1'-0"	

GENERAL NOTES

A. ALL EXTERIOR AND INTERIOR DIMENSIONS ARE BASED ON THE MEASUREMENTS OF THE EXISTING BUILDING AT THE TIME WHEN THE BUILDING WAS ON ITS ORIGINAL LOCATION. ALL DIMENSIONS TO BE FIELD VERIFIED AND CORRECTED AS NECESSARY.
METHODS OF DIMENSIONING ARE:
Aa. ALL EXTERIOR DIMENSIONS ARE TO FACE OF STUD, COLUMN CENTERLINE, OR FACE OF CMU U.N.O.
Ab. ALL INTERIOR DIMENSIONS ARE TO FACE OF STUD U.N.O.
Ac. ALL EXTERIOR DOORS & WINDOWS ARE DIMENSIONED TO THE CENTERLINE OF ROUGH OPENINGS.
B. PROVIDE BLOCKING FOR BATHROOM ACCESSORIES, SHELVING, CABINETRY, AND RAILINGS SUPPORTS. COORDINATE LOCATIONS WITH INTERIOR DESIGN DRAWINGS/SPECIFICATIONS.
C. ALL INTERIOR FINISHES, CABINETRY, SHELVING, APPLIANCES, PLUMBING FIXTURES, MILLWORK INCLUDING BANISTERS AT TRANSITIONS OF FLOOR FINISHES ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY. OWNER AND CONTRACT TO COORDINATE SPECIFICATION AND EXACT LOCATION OF ALL OF THESE ITEMS. FIELD VERIFY ALL REQUIRED CLEARANCES FOR ALL CABINETRY, APPLIANCES AND PLUMBING FIXTURES BEFORE ORDERING AND INSTALLATION.
D. IF POSSIBLE, PLUMBING SNACKS SHALL BE DIRECTED TOWARDS THE SIDE OF BUILDING NOT VISIBLE FROM THE PARK.
E. ALL WINDOWS AND DOORS TO BE REPRODUCED FROM REMAINING EXISTING EXAMPLES. CONTRACTOR TO SUBMIT MOCK UP AND DRAWING FOR REVIEW. FRAMING TO BE GRAMMED/FLASHED PRIOR TO WINDOW INSTALLATION.
F. REFER TO MEP DRAWINGS FOR ALL NEW WORK.
G. REFER TO A401 FOR DOOR AND WINDOW SCHEDULES AND DETAILS.
H. ALL EXTERIOR TRIM TO BE "CLEAN SPACE"

NOTES

1. NEW MASONRY FOUNDATION WALL WITH LATTICE PANEL OPENINGS.
2. DOWNSPOUT WITH CONCRETE SPLASH BLOCK
3. NEW SILL AT ENTRY.
4. SEE WALL SECTION F3/A201 FOR MASONRY ENTRY PORCH AND STEPS DETAIL.
5. SEE A201 FOR TYPICAL MILLWORK DETAILS
6. REBUILT AND NEW BRICKWORK WALLS.
7. ATTIC ACCESS PANEL (ADONA) 30" x 30"
8. CASED OPENING
9. PLATFORM TO BE REBUILT AS REQUIRED AND REFURBISHED WITH SALVAGED AND NEW MILLWORK.
10. ALL NEW TOILET ACCESSORIES INCLUDING GRAB BARS TO BE SELECTED BY OWNER AND INSTALLED BY CONTRACTOR FOR ALL CONFORMING CODE REQUIREMENTS.
11. NEW MASONRY RAMP AND METAL RAILING - SEE SHEETS A201, A202, AND A221 FOR DETAILS.
12. NEW ELEVATED HVAC PLATFORM WITH LOCATION FOR GARBAGE CONTAINER UNDERNEATH. WOOD CONSTRUCTION. SEE A221 FOR DETAILS.
13. GUTTER ALONG SOUTH/EAST WALL ONLY.
14. NEW CUPOLA RE-BUILT BASED ON SALVAGED EXISTING CUPOLA. NEW METAL SPIRE TO BE ADDED. SEE DETAILS ON A201.
15. REFER TO WALL SECTIONS FOR ROOF LINE AND FASCIA DETAILS.
16. WOOD BARGEBOARD - REPAIR AND REPAINT. REPRODUCE WHAT IS MISSING.
17. WOOD PANELING - ADD MISSING PANELS TO MATCH EXISTING.
18. ENCLOSE OPENING IN THE WALL WITH SHEET ROCK

LEGEND

- CMU FOUNDATION WALL
- INTERIOR WOOD STUD WALL, 2x4 U.N.O.
- SOUND INSULATED INTERIOR WOOD STUD WALL, 2x4 U.N.O.
- AREA OF DROPPED CEILING. BOTTOM OF GYB SURFACE (+/-)15'-0" A.F.F. TO BE FIELD VERIFIED. REFER TO MECHANICAL

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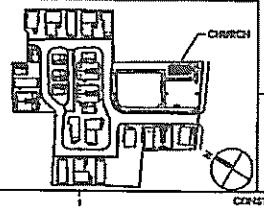
KEY PLAN



SGA ARCHITECTURE

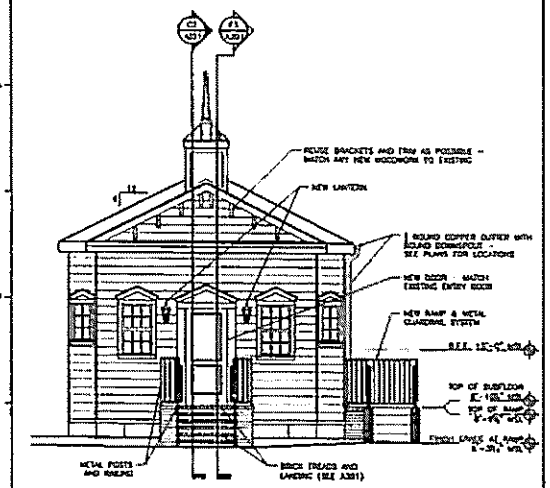
GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

JOB NO./ISSUE
DATE
DRAWN BY:
CHECKED BY:
REVISIONS

NEW WORK PLANS

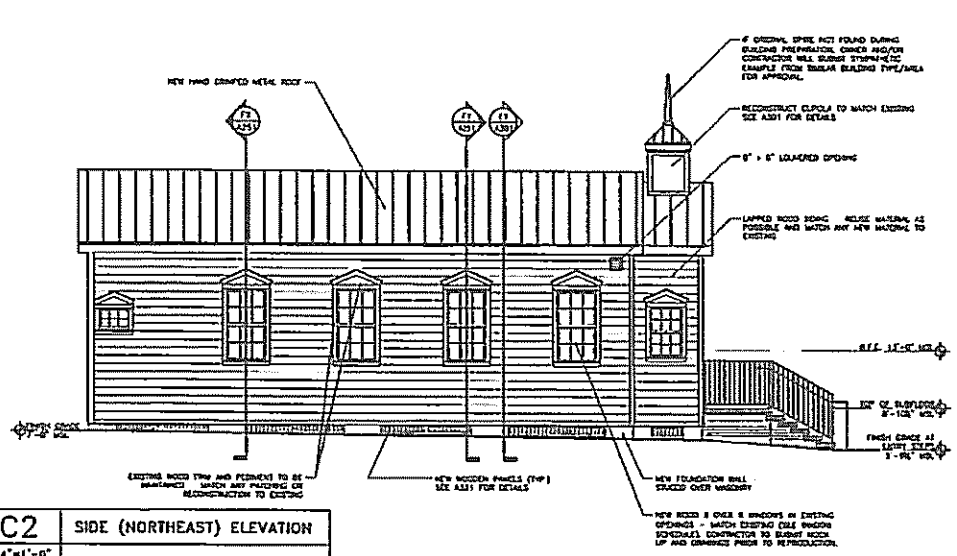
A101

CONSTRUCTION DOCUMENTS



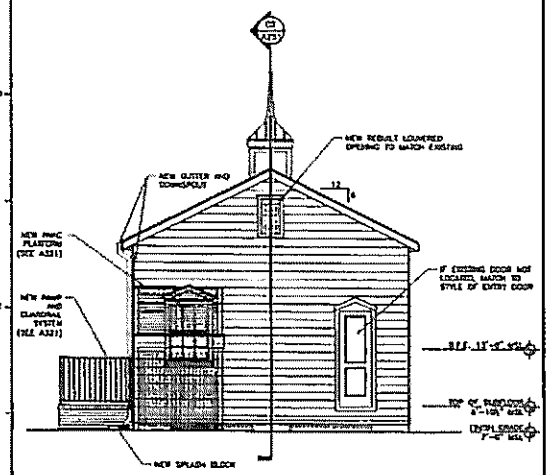
C1 FRONT (SOUTHEAST) ELEVATION

1/4"=1'-0"



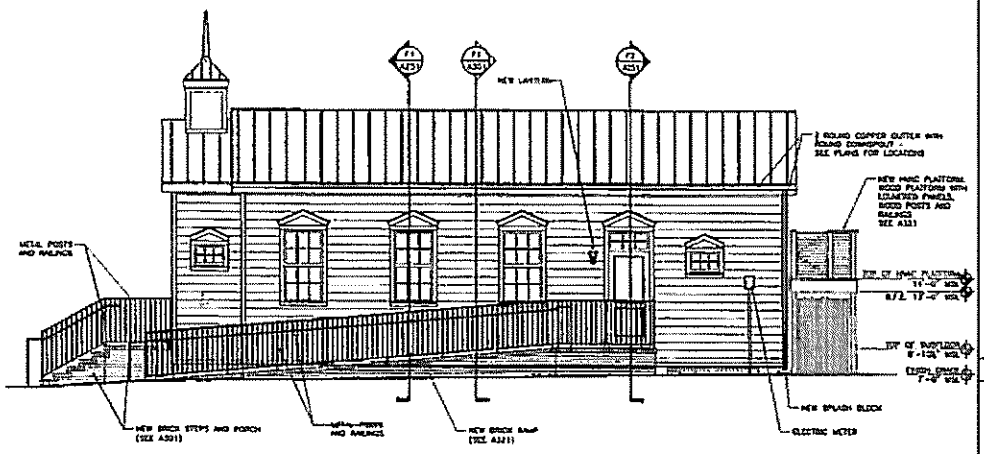
C2 SIDE (NORTHEAST) ELEVATION

1/4"=1'-0"



F1 REAR (NORTHWEST) ELEVATION

1/4"=1'-0"



F2 SIDE (SOUTHWEST) ELEVATION

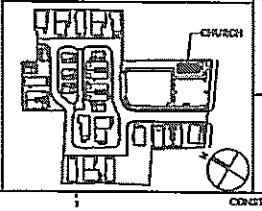
1/4"=1'-0"

NOTES

1. ALL SALVAGEABLE MATERIAL TO BE SAVED FOR RE-USE.
2. ALL NEW MATERIAL TO MATCH EXISTING

GENERAL NOTES

KEY PLAN



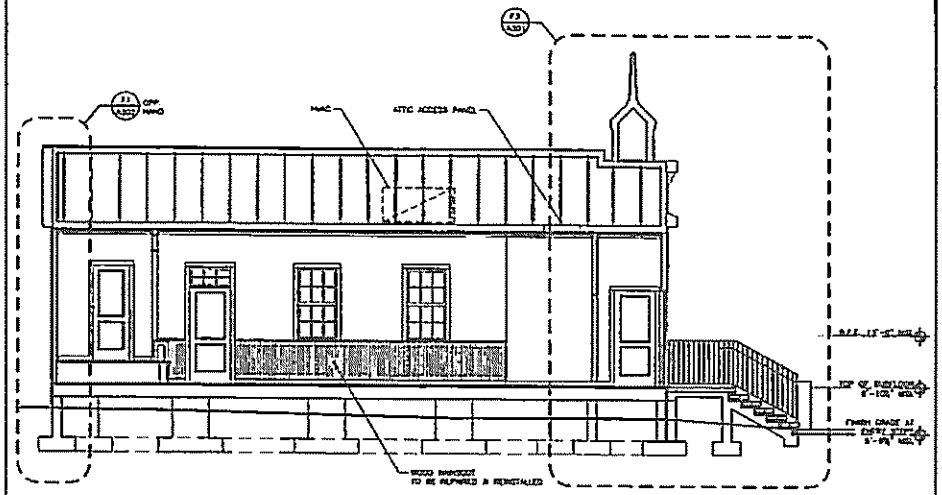
SGA ARCHITECTURE

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

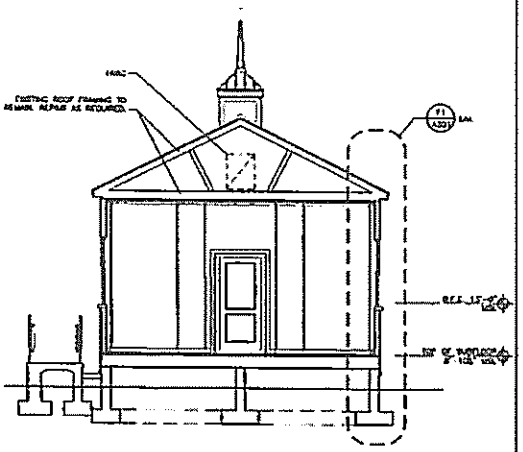
NEW WORK EXTERIOR ELEVATIONS

A201

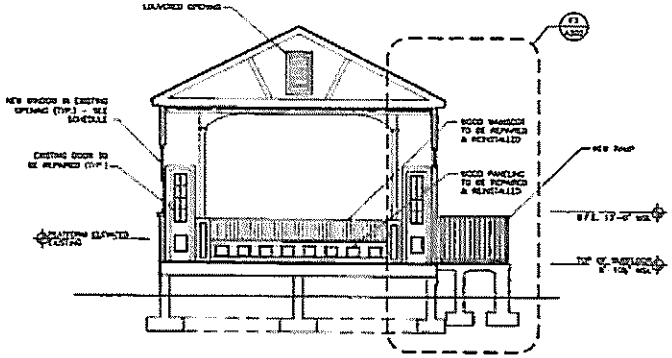
CONSTRUCTION DOCUMENTS



C2 | BUILDING SECTION
1/4"=1'-0"



F1 | BUILDING SECTION
1/4"=1'-0"



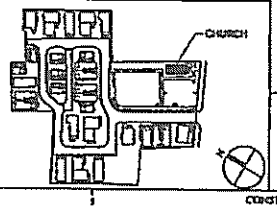
F2 | BUILDING SECTION
1/4"=1'-0"

NOTES

GENERAL NOTES

A. COORDINATE INTERIOR FINISHES WITH OWNER.

KEY PLAN



SGA ARCHITECTURE

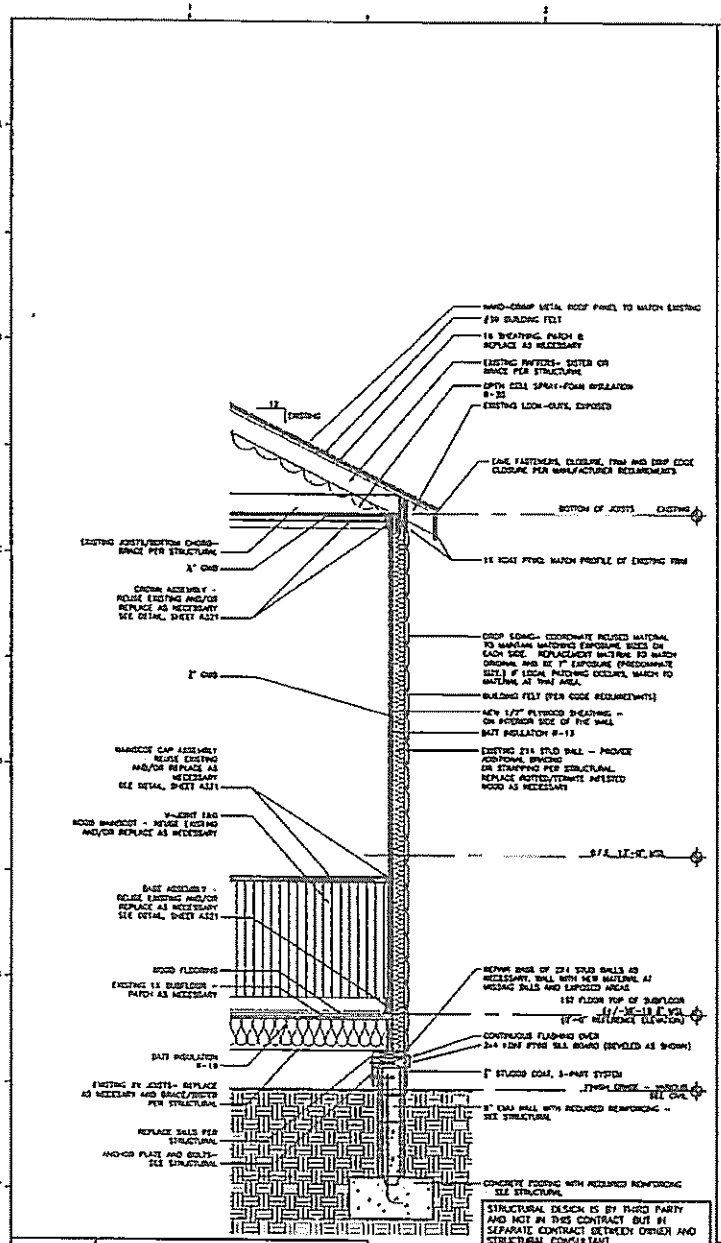
GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

JOB NUMBER
DATE
DRAWN BY
CHECKED BY
REVISIONS

NEW WORK BUILDING SECTIONS

A251

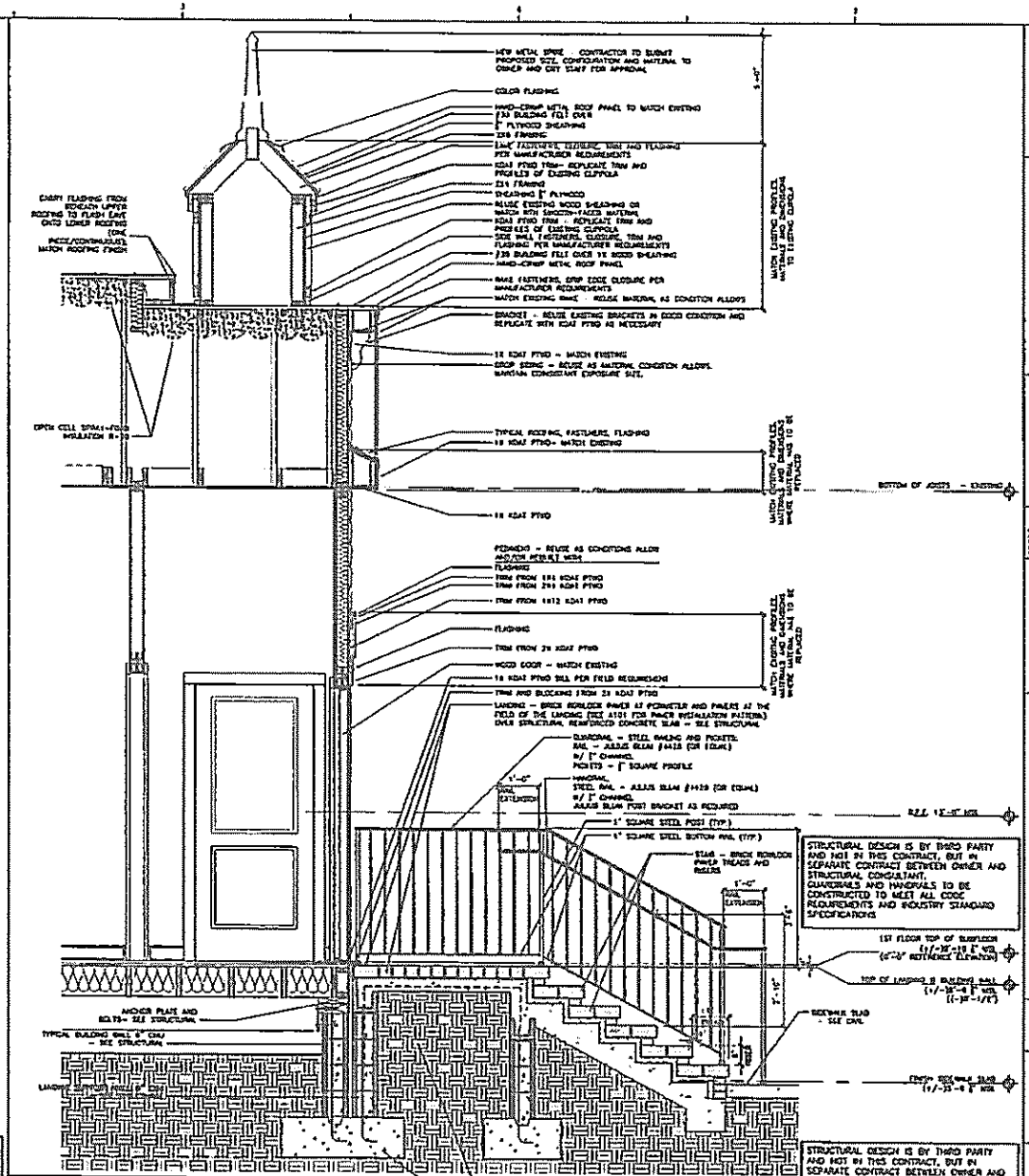
CONSTRUCTION DOCUMENTS



STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT. REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

F1 TYPICAL WALL SECTION

3/4"=1'-0"



STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT. GUARDRAILS AND HANDRAILS TO BE CONSTRUCTED TO MEET ALL CODE REQUIREMENTS AND INDUSTRY STANDARD SPECIFICATIONS

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT. REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

F3 SECTION AT ENTRY

3/4"=1'-0"

SGA ARCHITECTURE

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

JOB NUMBER 1.2000
DATE November 20, 2012

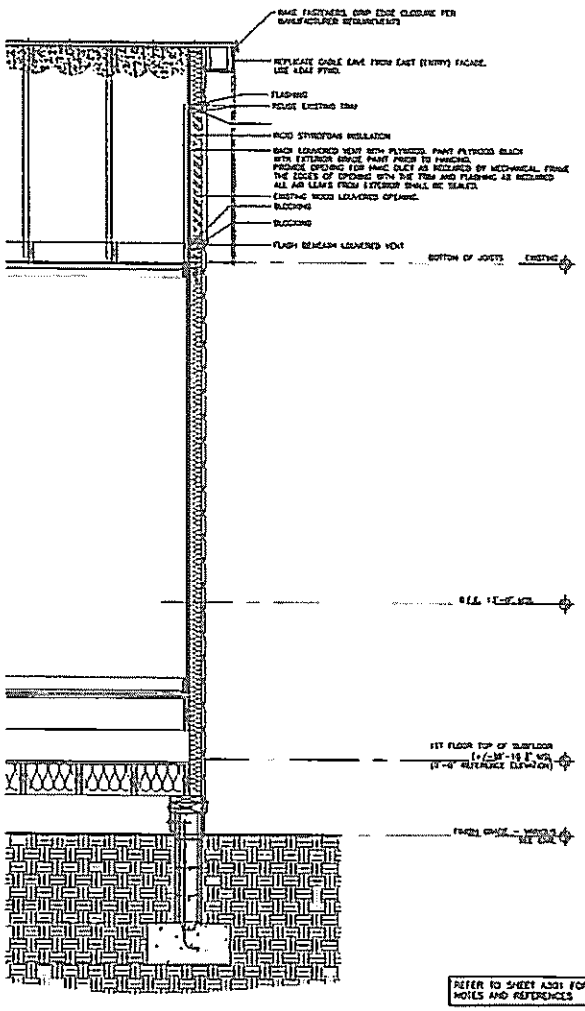
DRAWN BY LA
CHECKED BY LA

REVISIONS

WALL SECTIONS

A301

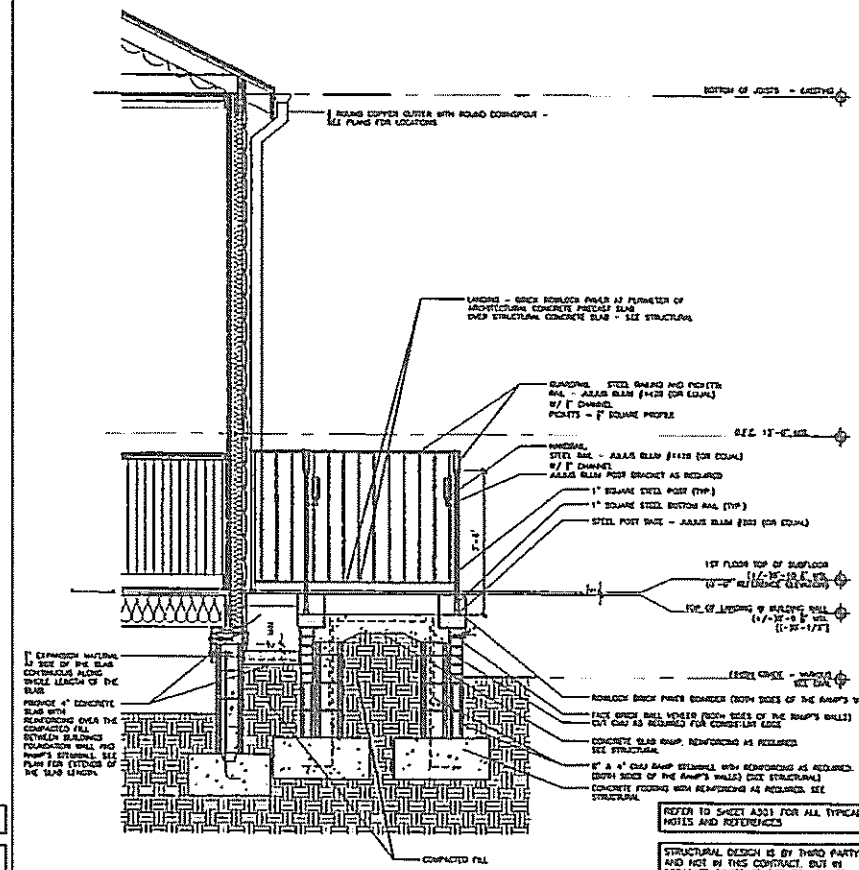
CONSTRUCTION DOCUMENTS



REFER TO SHEET A301 FOR ALL TYPICAL NOTES AND REFERENCES

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT
REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

F1 REAR GABLE WALL SECTION
3/4"=1'-0"



REFER TO SHEET A301 FOR ALL TYPICAL NOTES AND REFERENCES

STRUCTURAL DESIGN IS BY THIRD PARTY AND NOT IN THIS CONTRACT, BUT IN SEPARATE CONTRACT BETWEEN OWNER AND STRUCTURAL CONSULTANT
REFER TO STRUCTURAL FOR ALL DIMENSIONS OF STRUCTURE AND ALL OTHER STRUCTURAL DESIGN INFORMATION.

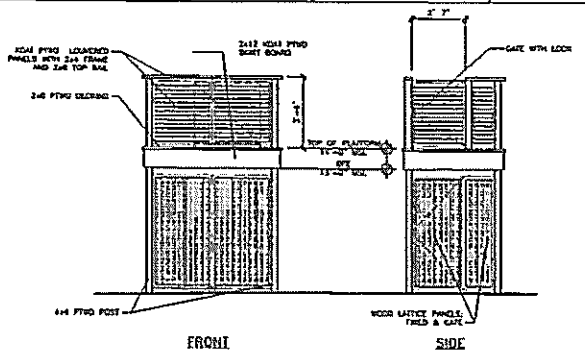
F3 SECTION AT WALL AND RAMP
3/4"=1'-0"

SGA ARCHITECTURE

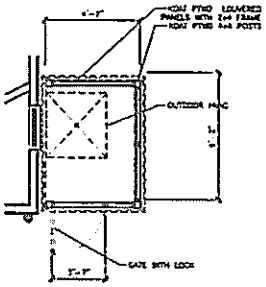
GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

WALL SECTIONS
A302

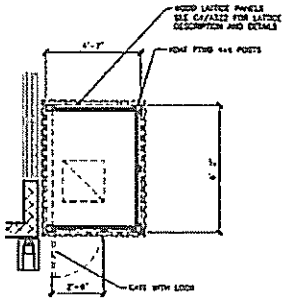
CONSTRUCTION DOCUMENTS



ELEVATIONS



PLAN ABOVE PLATFORM

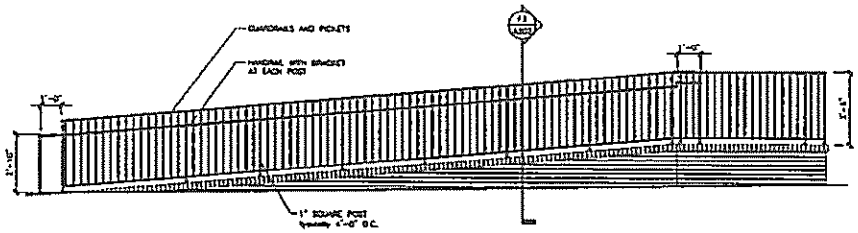


PLAN BELOW PLATFORM

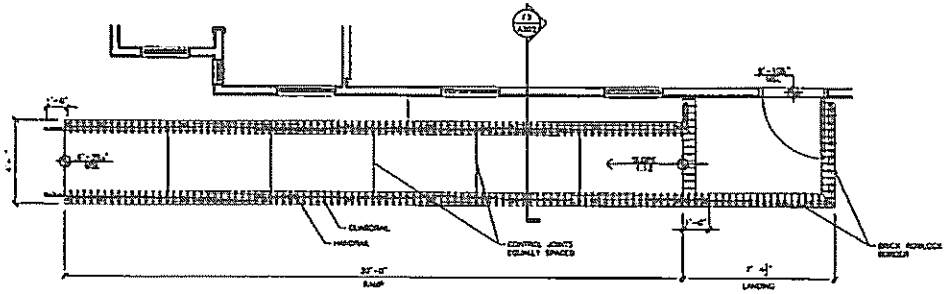
ALL DIMENSIONS AND GRADING ELEVATIONS TO BE FIELD COORDINATED AND VERIFIED

F1 | HVAC PLATFORM PLAN AND ELEVATION

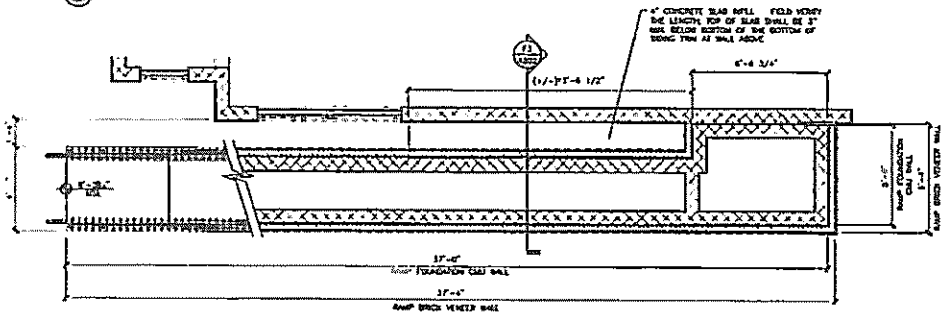
3/8"=1'-0"



ELEVATION



PLAN



PLAN @ RAMP STEM WALLS

GUARDRAILS AND HANDRAILS TO BE CONSTRUCTED TO MEET ALL CODE REQUIREMENTS AND INDUSTRY STANDARD SPECIFICATIONS.

ALL DIMENSIONS AND GRADING ELEVATIONS TO BE FIELD COORDINATED AND VERIFIED

F2 | RAMP PLAN AND ELEVATION

3/8"=1'-0"

SGA ARCHITECTURE

GATHERING @ Morris Square Church Building

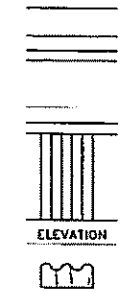
REHABILITATION

CHARLESTON, SOUTH CAROLINA

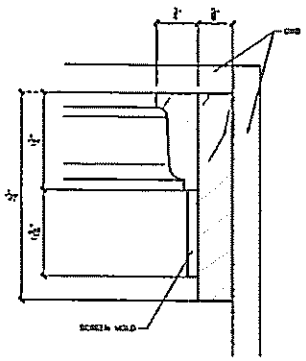
ENLARGED SECTIONS & DETAILS

A321

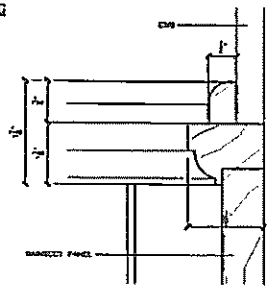
CONSTRUCTION DOCUMENTS



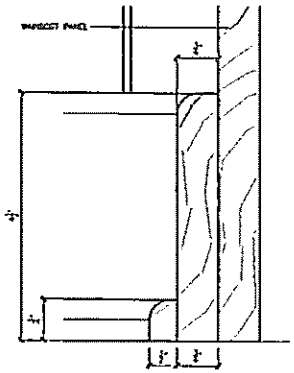
"SCREEN" MOLDING



CROWN



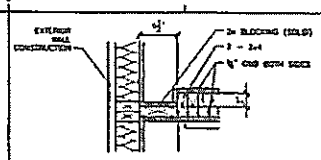
WAINSCOT CAP



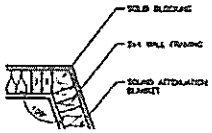
BASE

F1	EXISTING MILLWORK PROFILES
FULL SIZE	

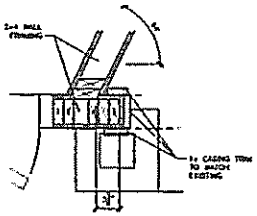
ALL MILLWORK PROFILES ARE BASED ON THE FIELD MEASUREMENTS OF THE EXISTING MILLWORK. ALL TO BE FIELD VERIFIED.



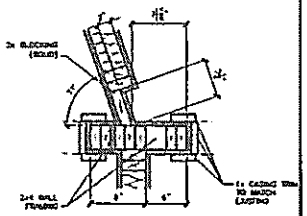
PLAN DETAIL



PLAN DETAIL

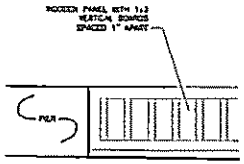


PLAN DETAIL

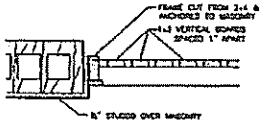


PLAN DETAIL

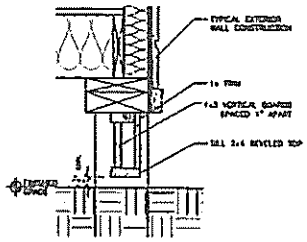
C2	INTERIOR WALL TRANSACTIONS DETAILS AT PLAN VIEW
1 1/2"=1'-0"	



PARTIAL ELEVATION @ PIER



PLAN DETAIL @ PIER



SECTION

C4	WOODEN PANEL DETAILS
1 1/2"=1'-0"	

ALL EXTERIOR WOOD TO BE ACAT PRESSURE TREATED
ALL EXTERIOR TRIM TO BE CLEAR GRADE

SGA ARCHITECTURE

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

DATE
DRAWN BY:
CHECKED BY:

ENLARGED DETAILS

A322

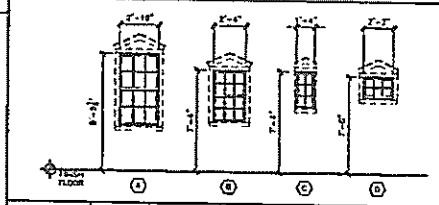
CONSTRUCTION DOCUMENTS

WINDOW SCHEDULE

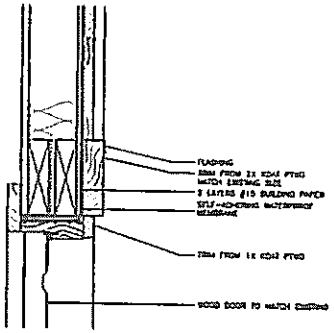
WINDOW DESIGNATION	R.O. SIZE	WINDOW TYPE	DETAILS HEAD	DETAILS JAMB	DETAILS SILL	REMARKS
A	2'-10" x 4'-10"	DOUBLE HUNG	D4/A401	D4/A401	F4/A401	FOOTNOTES 1, 2, 3, 4, 5
B	2'-4" x 3'-10"	DOUBLE HUNG	D4/A401	D4/A401	F4/A401	FOOTNOTES 1, 2, 3, 4, 5
C	1'-8" x 2'-10"	FIXED	D4/A401	D4/A401	F4/A401	FOOTNOTES 1, 2, 3, 4, 5
D	2'-2" x 1'-7"	FIXED	D4/A401	D4/A401	F4/A401	FOOTNOTES 1, 2, 3, 4, 5

WINDOW FOOTNOTES

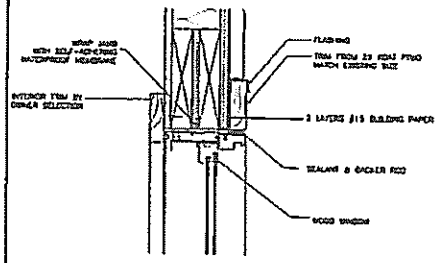
1. NEW WOOD SASHES SHALL BE REBUILT TO MATCH ORIGINAL WINDOWS AND AS DETAILED.
2. WOODEN SASHES SHALL HAVE AUTHENTIC SIMULATED LIGHTS AND SINGLE GLAZING.
3. SASH SIZES ARE NOMINAL. CONTRACTOR SHALL VERIFY EXACT OPENING ON THE SITE. SUBJECT TO APPROVAL, MINOR ADJUSTMENTS MAY BE MADE TO SUIT JOB CONDITIONS AND FABRICATOR'S STANDARDS.
4. EXISTING CASINGS, STOOLS, AND ADJACENT MARGIN COMPONENTS SHALL BE REPAIRED OR REPLACED TO MATCH EXISTING.
5. FLASH ALL EXTERIOR DOOR AND WINDOW OPENING, WITH WATERPROOF MEMBRANE ACCORDING TO SHEET A402.



C4 WINDOW ELEVATIONS
1/4"=1'-0"



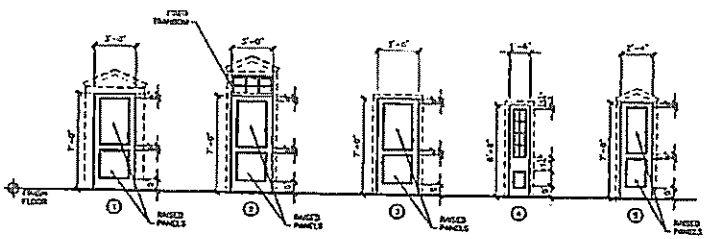
B3 DOOR HEAD
3"=1'-0"



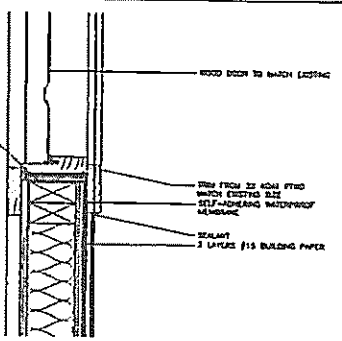
B4 WINDOW HEAD
3"=1'-0"

DOOR SCHEDULE

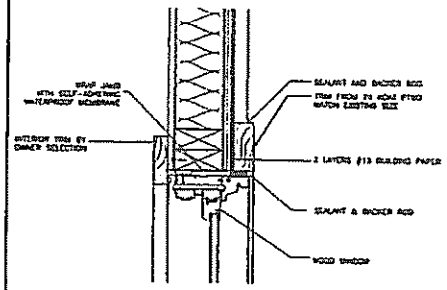
DOOR DESIGNATION	DOOR SIZE WIDTH	DOOR SIZE HEIGHT	DOOR SIZE THICK	ELEVATION	DOOR TYPE	REMARKS
101	3'-0"	7'-0"	1¾"	1	SINGLE-SWING	
102	3'-0"	7'-0"	1¾"	2	SINGLE-SWING	TWO PANEL DOOR WITH FIXED TRANSOM
103	3'-0"	7'-0"	1¾"	3	SINGLE-SWING	TWO PANEL DOOR WITH RAISED PANELS
104	3'-0"	7'-0"	1¾"	3	SINGLE-SWING	TWO PANEL DOOR WITH RAISED PANELS
104A	1'-6"	6'-8"	1¾"	4	SINGLE-SWING	EXISTING DOOR
104B	2'-4"	7'-0"	1¾"	5	FIXED	FIXED DOOR PANEL
106	3'-0"	7'-0"	1¾"	2	SINGLE-SWING	TWO PANEL DOOR WITH RAISED PANELS
106A	1'-6"	6'-8"	1¾"	4	SINGLE-SWING	EXISTING DOOR
107	3'-0"	7'-0"	1¾"	3	SINGLE-SWING	TWO PANEL DOOR WITH RAISED PANELS



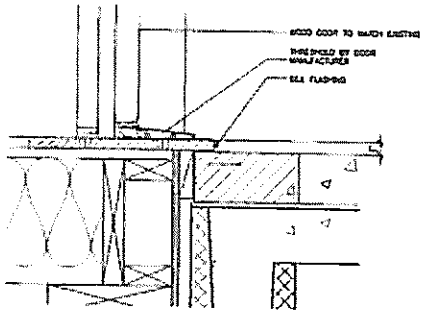
F1 DOOR ELEVATIONS
1/4"=1'-0"



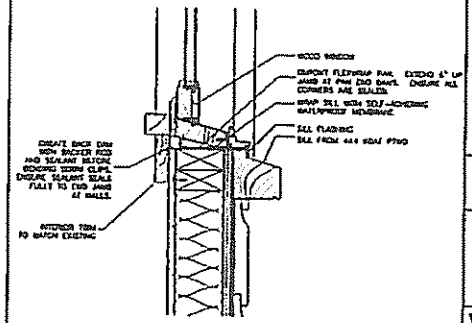
D3 DOOR JAMB
3"=1'-0"



D4 WALL JAMB
3"=1'-0"



F3 DOOR SILL
3"=1'-0"



F4 WINDOW SILL
3"=1'-0"

SGA ARCHITECTURE

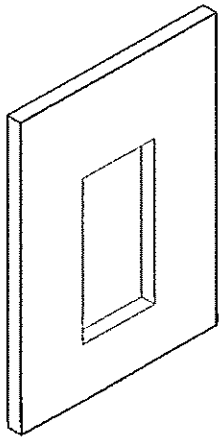
GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

JOB NUMBER 1002
DATE November 20, 2013
DRAWN BY: LS, LKE
CHECKED BY: LS
REVISIONS

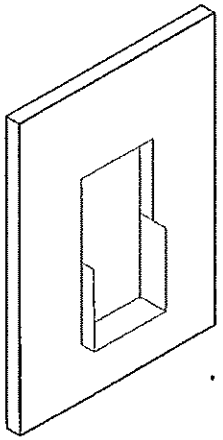
WINDOW & DOOR SCHEDULES AND DETAILS

A401

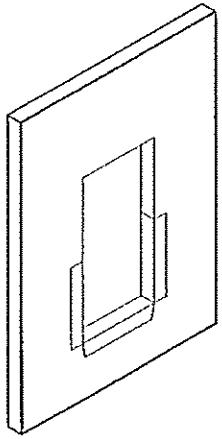
CONSTRUCTION DOCUMENTS



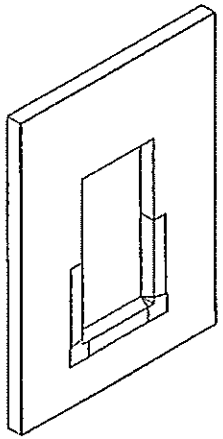
1. ENSURE THAT THE ROUGH OPENING IS 1/4" LARGER THAN MANUFACTURER'S SPECIFICATIONS.
2. INSTALL BUILDING FELTS. HELP FELTS AT TOP OF WINDOW LOOSE TO LAP OVER FLASHING SHOWN IN STEP #11
3. IF WINDOW UNIT HAS BOTTOM NAILING FLANGE, VERIFY WITH MANUFACTURER THAT IT MAY BE REMOVED WITHOUT COMPROMISING THE PERFORMANCE OR WARRANTY. IF APPROVED, REMOVE THE BOTTOM NAILING FLANGE.



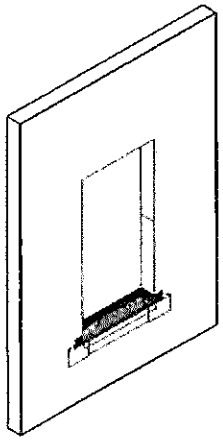
4. ADHERE SELF ADHESIVE FLASHING "FELT & STICK" "ICE & WATER SHIELD" OR "FLEXWRAP" AROUND BOTTOM OF ROUGH OPENING. CUT ALONG FOLDS.



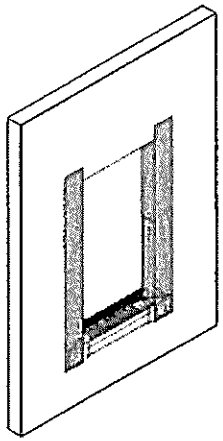
5. FOLD SELF ADHESIVE FLASHING AGAINST FACE OF BUILDING.



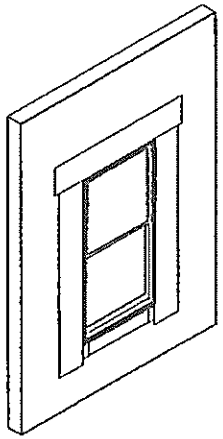
6. INSTALL SUPPLEMENTARY PIECES OF SELF ADHESIVE FLASHING ON BOTTOM CORNERS OF OPENING TO COVER GAPS IN FLASHING.



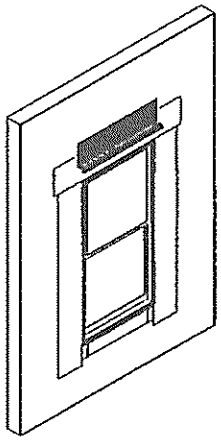
7. INSTALL COPPER SILL PAN WITH END DAMS.



8. INSTALL JAMB FLASHING INTO SILL PAN LAP OVER SILL FLASHING & BUILDING FELTS.
9. INSTALL WINDOW IN OPENING.



10. INSTALL SELF ADHESIVE FLASHING AT HEAD OF WINDOW OVER NAILING FLANGE, MAINTAINING A 2" IN OVERLAP BETWEEN JAMB FLASHINGS AND LAP UNDER BUILDING FELTS ABOVE. FLASHING TO EXTEND ABOVE BOTTOM OF COPPER HEAD FLASHING SHOWN IN STEP #11 MINIMUM OF 2"



11. INSTALL COPPER HEAD FLASHING ABOVE HEAD TRIM. LAP BUILDING FELTS OVER FLASHING.

G1	WINDOW FLASHING SEQUENCE
NTS	

NOTES

1. BUILDING FELT AND ICE AND WATER SHIELD LAP OVER FLASHING SEE G1/A402.

GENERAL NOTES

SGA ARCHITECTURE

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

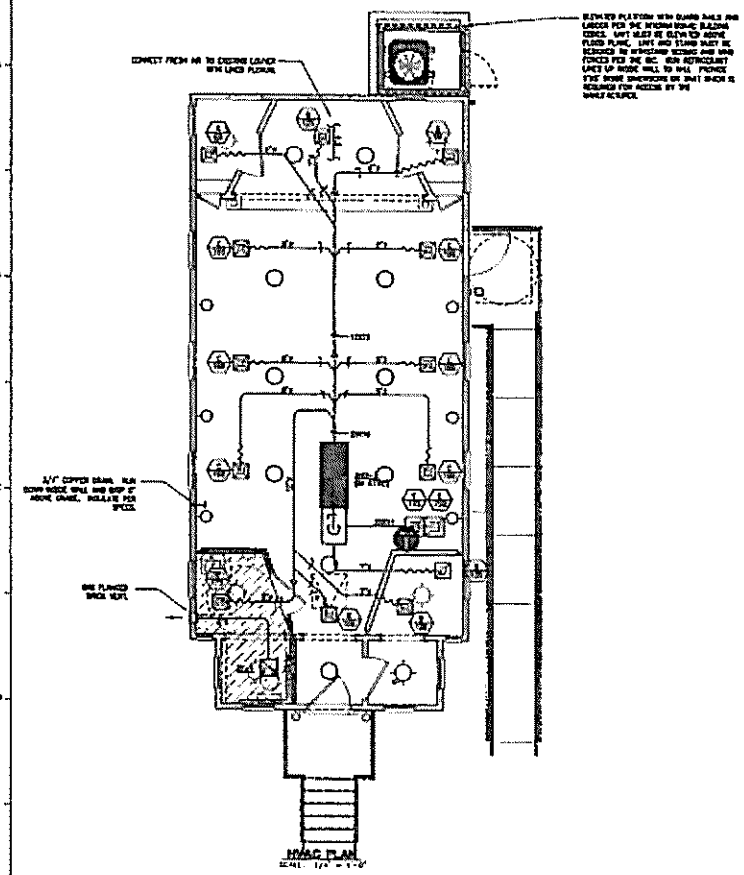
DATE

DRAWN BY LE
CHECKED BY LE

WINDOW FLASHING

A402

CONSTRUCTION DOCUMENTS

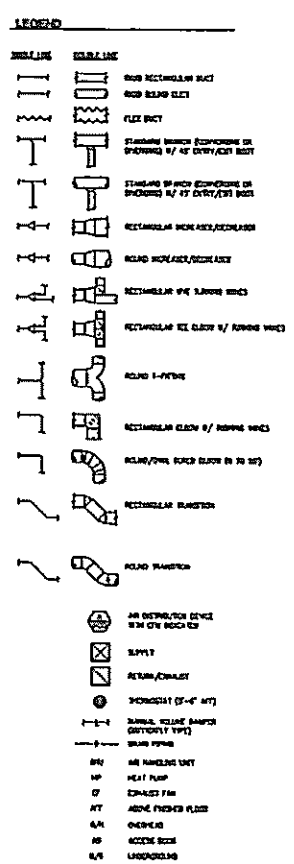


Air Distribution Device Schedule

SYMBOL	MAX CFM	MANUFACTURER & MODEL	FACE SIZE	NECK SIZE	SERVICE	MOUNTING	REMARKS
A	[illegible]	[illegible]	[illegible]	[illegible]	SUPPLY	SURFACE	[illegible]
B	[illegible]	[illegible]	[illegible]	[illegible]	SUPPLY	SURFACE	[illegible]
C	[illegible]	[illegible]	[illegible]	[illegible]	SUPPLY	SURFACE	[illegible]
D	[illegible]	[illegible]	[illegible]	[illegible]	SUPPLY	SURFACE	[illegible]
E	[illegible]	[illegible]	[illegible]	[illegible]	RETURN	SURFACE	

NOTES:
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]

LEGEND



Split System Heat Pump Schedule

TAG	AIR HANDLING UNIT							COOLING CAPACITY (NET)				ELEC. RESIST. HEAT			CONDENSING UNIT					REMARKS
	CFM	[illegible]	[illegible]	[illegible]	VOLTAGE	DRIVE	MFR & MODEL	[illegible]	AMBIENT	SH	TC	[illegible]	VOLT	STAGES	[illegible]	VOLT	W.C.A.	[illegible]	MFR & MODEL	
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	DIRECT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

REMARKS:
1. MOUNT AHU PER DETAILS ON THESE DRAWINGS
2. PROVIDE AUX. FAN FLOAT SWITCH. INTERLOCK SWITCH WITH FAN SHUT DOWN
3. PROVIDE SINGLE POINT BORING
4. PROVIDE COIL GUARDS

NOTES:
1. DISCONNECT SWITCH
2. BACKDRAFT DAMPER
3. FAN SPEED CONTROL (MOUNT ABOVE COLING)

NOTES:
1. E.S.P. INCLUDES ALL LOSSES EXTERNAL TO CABINET
2. SEE SPECS FOR ADDITIONAL REQUIREMENTS
3. CAPACITIES ARE NET VALUES

NOTES:
1. E.S.P. INCLUDES ALL LOSSES EXTERNAL TO CABINET
2. SEE SPECS FOR ADDITIONAL REQUIREMENTS

Exhaust Fan Schedule

TAG	MANUFACTURER OR EQUAL	MODEL	CFM	SP IN WG	HP OR WATTS	DRIVE	ELECTRICAL V/H	FAN RPM	SERVICE	MOUNTING	REMARKS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	DIRECT	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

REMARKS:
1. EQUALS ARE EDEN, FEIN, FAN CITY, AMERICAN COOL AIR
2. SEE ELECTRICAL DRAWINGS FOR SWITCHING

SCALE: 1/4" = 1'-0"

SGA ARCHITECTURE

Charleston Engineering

GATHERING
@ Morris Square
Churh Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

JOB NUMBER: [illegible]
DATE: [illegible]
DRAWN BY: [illegible]
DESIGNED BY: [illegible]
REVISIONS

HVAC PLAN

M101

CONSTRUCTION DOCUMENTS

DIVISION 15000: HVAC SPECIFICATIONS

GENERAL PROVISIONS

A. IN RESPECT TO ALL MATERIALS REQUIRED, THE CONTRACTOR SHALL FURNISH MATERIALS MEETING NEMA, ASME AND ASTM SPECIFICATIONS. THE INSTALLATION OF ALL WORK SHALL CONFORM TO THE LATEST APPROVED VERSION OF THE INTERNATIONAL MECHANICAL CODE AND ALL AMENDMENTS. MECHANICAL CONTRACTOR IS RESPONSIBLE TO PAY ALL FEES FOR MECHANICAL PERMITS PRIOR TO STARTING WORK. MECHANICAL CONTRACTOR SHALL BE LICENSED IN THIS AREA TO PERFORM THE WORK. SEE DIVISION 1, "GENERAL REQUIREMENTS" OF THIS PROJECT SPECIFICATION FOR ADDITIONAL REQUIREMENTS AND INFORMATION.

B. MATERIALS SHALL BE NEW AND IN PERFECT CONDITION WHEN INSTALLED, AND SHALL BE PROTECTED FROM ALL INJURY UNTIL FINAL ACCEPTANCE OF THE SYSTEM. IF NECESSARY, THE EQUIPMENT MUST BE CLEANED AND SPOT-PAINTED. PROVIDE AN EXTRA SET OF CLEAN FILTERS FOR ALL HVAC UNITS TO OWNER AFTER CONSTRUCTION IS SUBSTANTIALLY COMPLETE.

C. THE CONTRACTOR SHALL REMOVE ALL TOOLS, SURPLUS MATERIALS AND DEBRIS OF ALL KINDS FROM THE WORK AND LEAVE ALL IN A CLEAN, PERFECT CONDITION, FULLY SATISFACTORY TO THE OWNER.

D. CONTRACTOR SHALL PROVIDE OWNER WITH TWO (2) SETS OF "AS-BUILT" DRAWINGS.

E. FURNISH ALL MATERIALS, TRANSPORTATION, RIGGING, HOISTING, ETC. TO PROVIDE A COMPLETE AND OPERABLE HEATING, VENTILATING AND AIR CONDITIONING SYSTEM.

F. [illegible]

G. [illegible]

H. [illegible]

I. [illegible]

J. [illegible]

K. [illegible]

L. [illegible]

M. [illegible]

N. [illegible]

O. [illegible]

P. [illegible]

Q. [illegible]

R. [illegible]

DUCTWORK

A. [illegible]

B. [illegible]

C. INSULATION SHALL BE AS FOLLOWS: [illegible]

D.–H. [illegible]

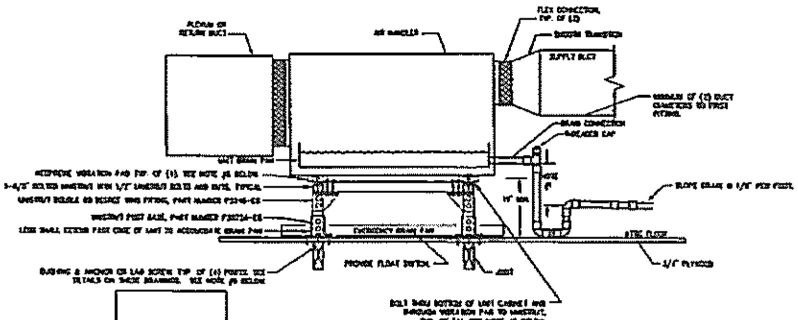
EQUIPMENT

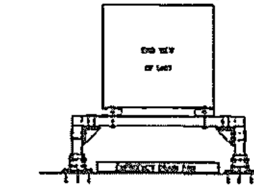
A. [illegible]

DIVISION 15000: HVAC SPECIFICATIONS

B. PROVIDE THERMOSTATS WITH THE FOLLOWING:
- AUTOMATIC CHANGE-OVER
- ON/OFF/AUTO FAN SWITCH
- [illegible]
- [illegible]
- 7 DAY PROGRAMMABLE WITH NO BATTERIES REQUIRED
- [illegible]

C. [illegible]

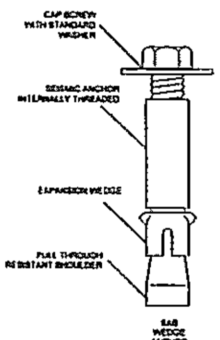




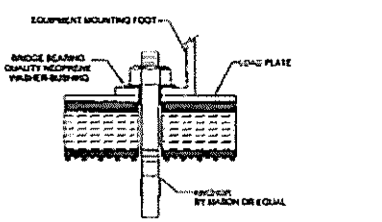
SECTION VIEW

NOTES:
1. [illegible]
2. [illegible]
3. SEE SPECS. AND OTHER DETAILS FOR ADDITIONAL REQUIREMENTS.
4. [illegible]
5. [illegible]

HORIZONTAL FLOOR MOUNTED AIR HANDLER DETAIL 5 TON AND LESS



SAB AND SAA SEISMIC ANCHOR BOLT
ICBO APPROVAL REPORT NO. 5063 & 5000
BY MASON OR EQUAL



1" PAD WITH HOLE, PLATE TO BE PROVIDED IF EQUIPMENT FOOT COVERS LESS THAN SIZE OF PAD. PAD BY MASON OR EQUAL.

NOTES:
1.) FLOOR MOUNTED AHU BOLT ANGLE FRAME TO FLOOR WITH ANCHOR BOLT AND BUSHING. BOLT THRU NEOPRENE PAD. FRAME MUST BE BOLTED TO FLOOR OUTSIDE OF EMERGENCY PAN.
2.) PLATFORM MOUNTED CONDENSING UNIT BOLT UNIT TO PAD WITH ANCHOR BOLT, ANGLE, AND BUSHING.

SCALE: 1/4" = 1'-0"

SGA ARCHITECTURE

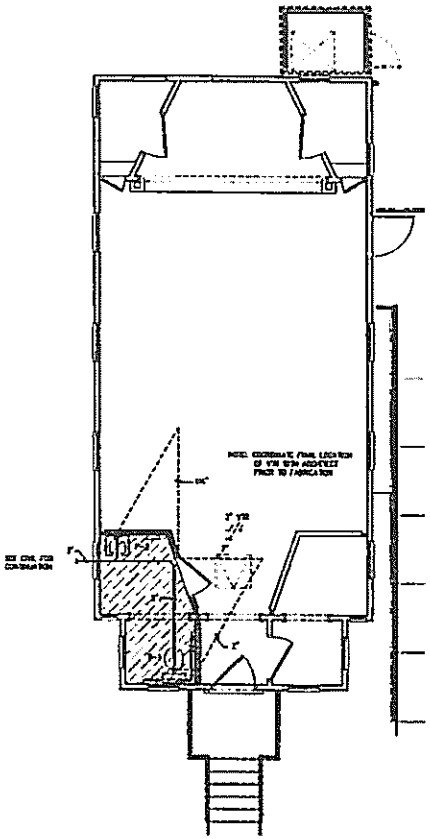
Charleston Engineering

GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

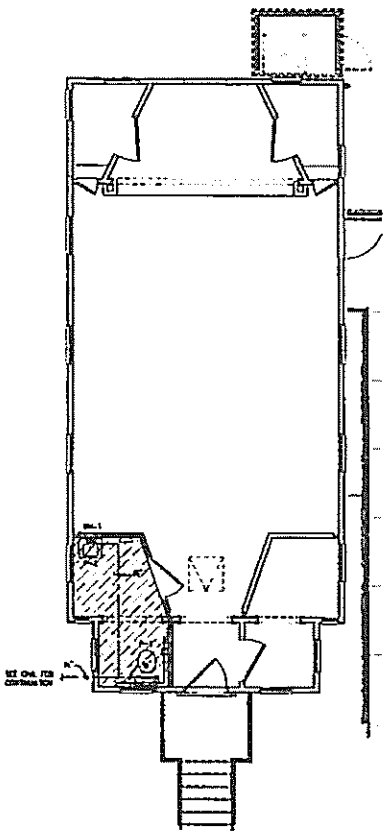
HVAC SPECS AND DETAILS

M201

CONSTRUCTION DOCUMENTS



PLUMBING WASTE PLAN
SCALE: 1/4" = 1'-0"



PLUMBING WATER PLAN
SCALE: 1/4" = 1'-0"

PLUMBING NOTES

P1. [illegible]

P2. PLUMBING CONTRACTOR SHALL COORDINATE ALL PIPING WITH MECHANICAL, HVAC AND ELECTRICAL CONTRACTORS PRIOR TO FABRICATION AND RUNNING INSTALLATION. AVOID CONFLICT WITH ELECTRICAL CONDUIT, FIXTURE STUBS, DUCTWORK, EQUIPMENT, ETC. OFFSET PIPING AS REQUIRED.

P3. SEE ARCHITECTS PLANS AND STRUCTURAL SHOP DRAWINGS FOR ALL DIMENSIONING.

P4. PLUMBING CONTRACTOR SHALL CHECK AND VERIFY ALL CLEARANCES PRIOR TO FABRICATION OF INSTALLATION OF ALL PIPING SYSTEMS.

P5. PLUMBING CONTRACTOR SHALL MAINTAIN THE RATING OF WALLS FOR ALL PIPE PENETRATIONS THRU RATED ASSEMBLIES.

P6. ALL PLUMBING WORK SHALL CONFORM TO 2012 INTERNATIONAL PLUMBING CODE, LOCAL CODE REQUIREMENTS AND THE OWNER'S REQUIREMENTS. PLUMBING CONTRACTOR SHALL BE LICENSED IN THIS AREA TO PERFORM THE WORK.

P7. SANITARY SEWERS AND VENTS INSIDE OF THE BUILDING SHALL BE PVC PIPING, SCHEDULE (PVC) SYSTEM (ASTM D 2665)

P8. WATER HEATER SW-1 PIPING TO AND FROM HEATER SHALL BE CONCEALED OR WALL WITH ESCUTCHEON PLATES FOR ALL WALL PENETRATIONS. PROVIDE SHUTOFF AND FULL PORT BALL VALVE FITTINGS TO ALLOW EASY MAINTENANCE AND/OR REPLACEMENT. PIPE PIPING SHALL BE FULL SIZE, PITCH DOWN INSIDE WALL, AND TERMINATE 3-INCHES EXTERIOR WALL TO OUTSIDE WITH CL APPROXIMATELY 6" ABOVE FINISH GRADE.

PLUMBING SPECIFICATIONS

A. CONNECT SEWER, VENTS AND WATER LINES AS INDICATED ON THE PLUMBING PLANS. DETERMINE THE EXACT LOCATION OF ALL EXISTING SERVICE CONNECTIONS BEFORE STARTING THE INSTALLATION OF ANY WORK. THE PLUMBING CONTRACTOR IS RESPONSIBLE TO PAY ALL PLUMBING FEES FOR PERMITS PRIOR TO STARTING WORK. COORDINATE ALL WORK WITH OTHER TRADES, THE GENERAL CONTRACTOR AND OWNER'S FIELD REPRESENTATIVE.

B. ALL PLUMBING WORK SHALL CONFORM TO 2012 INTERNATIONAL PLUMBING CODE, LOCAL CODE REQUIREMENTS, AND THE OWNER'S REQUIREMENTS. PLUMBING CONTRACTOR SHALL BE LICENSED IN THIS AREA TO PERFORM THE WORK.

C. SANITARY SEWERS AND VENTS INSIDE OF THE BUILDING SHALL BE PVC (TYPE DWV) (ASTM D 2665, NEW REPORT CHANGES)

D. ALL COLD AND HOT WATER LINES SHALL BE ACRYLONITRILE (TYPE II) COPPER FOR COLD WATER AND TYPE K COPPER FOR HOT WATER. INSTALLATION SHALL BE IN STRICT ACCORDANCE OF THE PIPING MANUFACTURER, IPC 2012, AND THE PLASTIC PIPE AND FITTING ASSOCIATION (FOR PLASTIC PIPE). ANY WORK INSTALLED INCORRECTLY SHALL BE REPLACED AT NO COST TO THE OWNER AND/OR ARCHITECT.

E. INSULATE ALL HOT AND COLD WATER PIPING (NO EXCEPTIONS) WITH 3/4" INSULATION (MEDIA) WITH SEALED JOINTS PER MANUFACTURER INSTALLATION REQUIREMENTS. WITH ALL ELS. SEAL ALL JOINTS PER MANUFACTURER'S REQUIRED SEALING METHOD.

F. PLUMBING CONTRACTOR SHALL INSTALL SHOCK ARRESTORS IN PIPING SYSTEM TO PREVENT NOISE AND DAMAGE DUE TO WATER HAMMER. SEARCH PIPING SHALL HAVE ACCESSIBLE SERVICE VALVES. PROVIDE SHUTOFF VALVES IN THE SUPPLY PIPING TO EVERY FIXTURE.

G. PLUMBING CONTRACTOR SHALL PROVIDE 2 SETS OF "AS-BUILT" DRAWINGS TO THE OWNER.

H. LABOR SHALL BE PERFORMED IN A WORKMAN LIKE MANNER BY MECHANICS SKILLED IN THEIR PARTICULAR TRADE. PIPE AND EQUIPMENT SHALL BE INSTALLED SQUARE AND PLUMB AND ACCESSIBLE FOR PROPER OPERATION AND SERVICE.

I. CUTTING NECESSARY TO PERMIT THE INSTALLATION OF ANY WORK UNDER THIS CONTRACT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. REMOVED MUST BE COORDINATED WITH THE GENERAL CONTRACTOR PRIOR TO ANY CUTTING. PATCHING SHALL BE BY GENERAL CONTRACTOR.

J. PIPING
1. ALL PIPING SHALL BE RUN CONCEALED EXCEPT UNDER SHOWN OTHERWISE ON DRAWING.
2. VALVES, SHAFTS, CLEANOUTS AND OTHER APPURTENANCE SHALL BE REPAIRED IN AN EASILY ACCESSIBLE LOCATION.
3. SOIL WASTE, VENT, OFFSETS AND HORIZ DRAINS SHALL BE INSTALLED WITH A MINIMUM UNIFORM GRADE OF 1/8" TO THE FOOT.
4. HOT AND COLD WATER LINES SHALL BE AT LEAST 12" APART WHERE PIPING IS PARALLEL.
5. EXPANSION PLOTS SHALL BE PROVIDED WHERE ALL PIPE PASSES THROUGH A FINISHED WALL.
6. PROVIDE HANGERS AND SPACING PER INTERNATIONAL PLUMBING CODE 2006.

K. WATER PIPING SHALL BE SUPPORTED AT INTERVALS NOT TO EXCEED 6'-0" AND AT EACH CHANGE IN HORIZONTAL OR VERTICAL.

L. CLEAN OUT ALL LINES, ADJUST ALL VALVES AND CLEAN ALL PLUMBING FIXTURES AND EQUIPMENT.

M. ALL PARTS OF THE PLUMBING FIXTURES AND ASSOCIATED EQUIPMENT SHALL BE GUARANTEED BY THE CONTRACTOR THROUGHOUT THE GUARANTEE PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE OF THE BUILDING.

N. NOTE: ALL PIPE INSULATION (HOT, COLD PIPE INSULATION) SHALL CONFORM TO THE FIRE AND SMOKE RATINGS BELOW

FLAME SPREAD - 25 OR LESS
SMOKE DEVELOPED - 50 OR LESS

O. GENERAL REQUIREMENTS OF PLUMBING FIXTURES AND TRIM
1. PLUMBING CONTRACTOR SHALL FURNISH AND INSTALL ALL STOPS, TRAPS, ESCUTCHEONS, CONNECTIONS, AS NECESSARY.
2. REMOVE ALL WATER BOXES AND SEAL WITH SHUTOFF VALVES BEFORE CONNECTING FIXTURES AND FURNACE.
3. PLACE ALL WATER LINES BEFORE MAKING FINAL CONNECTIONS.
4. SHOCK ARRESTORS SHALL BE PROVIDED AT MEAN SHOWN AND SHALL BE P.S.I. SIZE AS REQUIRED BY SELF CONT SYSTEM-MOTION (NO SUBSTITUTIONS). ALL ARRESTORS SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS.
5. MAKE THE SOME "PLUMBER" OR "INSTALL" APPLIANCE FOR THE PLUMBING CONTRACT. IT SHALL BE INTENDED TO MEAN THE PLUMBING CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SUPPLIES NECESSARY TO INSTALL AND PLACE IN OPERATING CONDITION.

P. ALL WATER SUPPLY PIPING SHALL BE ISOLATED FROM CONCRETE AND CONCRETE BLOCK BARRIERS WITH AN ANTI BARRIER, A MINIMUM OF INSULATING TAPE, A COATING OF AN ASPHALTUM PAINT OR SOME OTHER APPROVED MATERIAL TO PREVENT PIPING FROM CORROSION.

Q. ALL SANITARY DRAIN AND DOMESTIC WATER SYSTEMS SHALL BE TESTED IN ACCORDANCE WITH IPC SECTION 312

Plumbing Fixture Schedule

TYPE	DESCRIPTION	WASTE	WATER COLD	WATER HOT	VENT	REMARKS
P-1	ADA WATERCLOSET	3"	1/2"	-	2"	1
P-2	ADA LAVATORY	1½"	1/2"	1/2"	1½"	2

REMARKS:
1. PROVIDE NEW WHITE VITREOUS CHINA WATERCLOSET 1/2" ROUGH-IN 15 3/4" AND ADA COMPLIANT 18" HIGH SEAT. DESIGN BASED ON KOHLER K-3544-1-0 W/ SPEC WHITE TOILET SEAT (K-4670-A). PROVIDE HEAVY DUTY STOP VALVE (ESC LA13-07)
2. PROVIDE NEW LAVATORY (DESIGN BASED ON KOHLER K-2032) WITH FAUCET @ 2.2 GPM (BASIS DESIGN-K-30). P-TRAP ASSEMBLY (ESC LA14-07), HEAVY DUTY STOPS (ESC LA14-07), INSTITUTIONAL L.A.V. INSULATION KIT (ESC 17) AND FULL CARRIER, PROVIDE LEVER HANDLE

Water Heater Schedule

MARK	CAPACITY (GALLONS)	RECOVERY (TEMP 1°)	VOLTAGE	ELEMENT WATTAGE	REMARKS
SW-1	1.2	16.27 @ 2.2 GPM	120/1	1440	1

REMARKS: DESIGN BASIS IS EDWARDS EUTE TO FEED LAVATORY P-1. ADJUST HEATER AS NEEDED AS PROVIDE NONE P-2. PROVIDE SAFETY BLOCKS IN WALL WITH SUPPORTS BLOCKED AND INSTALLED FOR THE SEISMIC FORCES IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE.

LEGEND

———	SOIL OR WASTE
- - - -	VENT
———	COLD WATER
———	HOT WATER
—⊗—	BALL VALVE
"A"	WATER HAMMER ARRESTOR (SIZE, P.S.I. = "A")
⊗	POINT OF CONNECTION (NEW-TO-EXISTING)
VTR	VENT THROUGH ROOF
AFF	ABOVE FINISHED FLOOR
AC	ABOVE CEILING
UG	UNDERGROUND

NOTE: THESE ARE STANDARD SYMBOLS AND MAY NOT ALWAYS APPEAR ON THE DRAWINGS. HOWEVER, WHERE THE THREE BOXES APPEAR, THE ITEM SHALL BE PROVIDED.

0 1' 2' 4'
SCALE: 1/4" = 1' 0"

SGA ARCHITECTURE

Charleston Engineering

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

JOB NUMBER 1301
DATE November 08, 2013

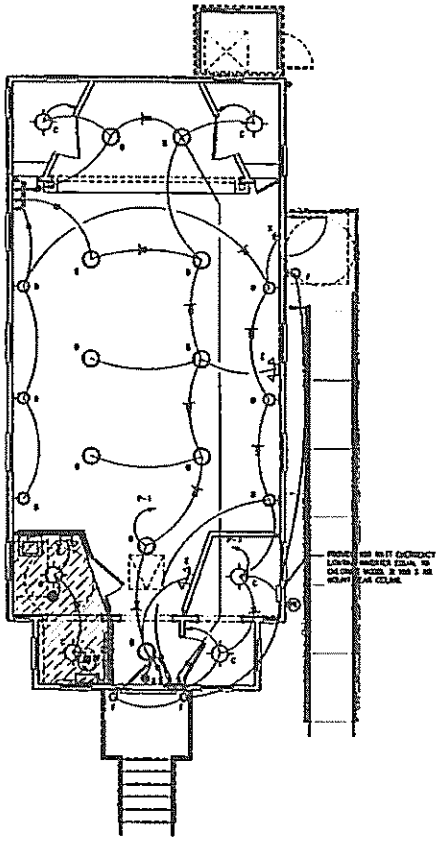
DRAWN BY Bethelney
DESIGNED BY Smith

REVISIONS

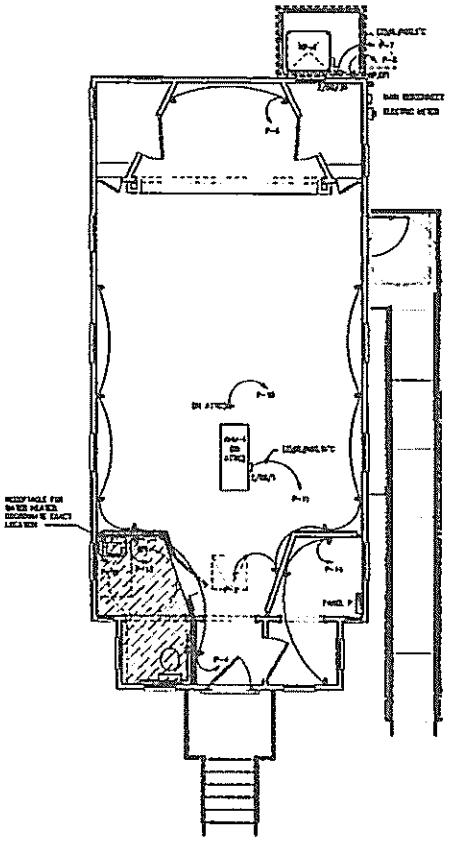
PLUMBING PLANS

P101

CONSTRUCTION DOCUMENTS



ELECTRICAL LIGHTING PLAN



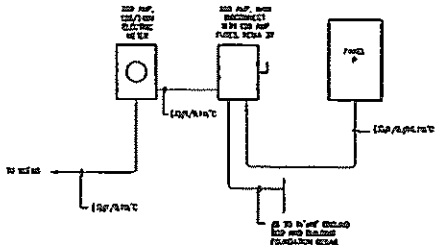
ELECTRICAL POWER PLAN

ELECTRICAL NOTES

1. MOUNT ALL RECEPTACLES 18" ABOVE FINISHED FLOOR (UNLESS NOTED OTHERWISE).
2. RECEPTACLES AND DISCONNECT FOR HP-1 ARE ELEVATED ON MECHANICAL PLATFORM. COORDINATE WITH MECHANICAL FOR EXACT ELEVATION.
3. PROVIDE (2) TYPE "A" LIGHTING FIXTURES IN ATTIC W/ SWITCH AT ATTIC ACCESS. MOUNTING HT. P-1.
4. MOUNT BOTTOM OF ELECTRICAL PANEL P, MIN. 5'-0" AFF.

LEGEND

- DUPLEX RECEPTACLE
- DUPLEX RECEPTACLE 6" ABOVE COUNTERTOP
- METER LOAD
- DISCONNECT SWITCH 3 POLES/NEMA/NEMA ENCLOSURE
- ELECTRICAL PANEL, SEE PANEL SCHEDULE
- CONDUCTORS IN CONDUIT — INDICATES #12 NEUTRAL CONDUCTOR, INDICATES NUMBER OF #12 HOT CO THERN LINE, MORE INDICATES HOMERUN TO PANEL, NO MARKS INDICATE (TWO) #12 EXCLUDE IN 3/4" CONDUIT, PROVIDE MIN. #12 GREEN GROUND IN ALL CONDUIT
- SINGLE POLE SWITCH 20 AMP
- 3 WAY SWITCH
- 3 WAY DIMMER SWITCH
- PHOTOELECTRIC SWITCH
- OCCUPANCY SENSOR
- 2 HOUR EMERGENCY BATTERY PACK
- EXHAUST FAN
- LIGHTING FIXTURES, SEE SCHEDULE
- CFT FIXTURE, SEE SCHEDULE
- INDICATES "GROUND FAULT INTERRUPTER"
- INDICATES WATER PROOF CONDI
- WATER HEATER
- EXHAUST FAN



ELECTRICAL POWER DIAGRAM

SCALE: 1/4" = 1'-0"

SGA ARCHITECTURE

Charleston Engineering

GATHERING @ Morris Square Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

ELECTRICAL PLANS

E101

CONSTRUCTION DOCUMENTS

ELECTRICAL SPECIFICATIONS

PART 1 – GENERAL

1.01 SCOPE:
- A. FURNISH AND INSTALL A COMPLETE [illegible] AND OPERATIONAL ELECTRICAL SYSTEM AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO [illegible]:
  1. LIGHTING FIXTURES AS INDICATED AND SPECIFIED ON PLANS.
  2. ELECTRICAL PANELS, CONTROLS, SERVICE, DISCONNECTS, CONDUIT, WIRING, ETC. FOR ALL OUTLETS AND EQUIPMENT.
  3. TELEPHONE OUTLETS AND CONDUIT AS INDICATED.

1.02 CODES, REGULATIONS AND STANDARDS:
- A. THE INSTALLATION SHALL COMPLY WITH APPLICABLE LOCAL AND STATE CODES AND ORDINANCES, INCLUDING THE REGULATIONS OF THE FOLLOWING:
  1. AMERICANS WITH DISABILITIES ACT – 1990 W/ [illegible] AMENDMENT
  2. INTERNATIONAL BUILDING CODE – [illegible]
  3. NATIONAL ELECTRIC CODE – [illegible]
  4. INTERNATIONAL ENERGY CONSERVATION CODE – [illegible]
  5. LOCAL BUILDING CODES AND ORDINANCES
- B. THE FOLLOWING INDUSTRY STANDARDS, SPECIFICATIONS ARE ALSO MINIMUM REQUIREMENTS:
  1. THE NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION STANDARDS (NEMA).
  2. THE MANUFACTURER'S RECOMMENDATION.
  3. UNDERWRITER LABORATORIES INCORPORATED STANDARDS (UL).
  4. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI).

1.03 PERMITS:
- A. OBTAIN AND PAY FOR ALL REQUIRED PERMITS AND INSPECTION FEES.

1.04 INSPECTION OF SITE:
- A. PRIOR TO SUBMITTING A BID, VISIT THE SITE OF THE PROPOSED CONSTRUCTION TO BECOME THOROUGHLY ACQUAINTED WITH EXISTING UTILITIES, WORKING CONDITIONS, ETC. ALLOWANCE WILL NOT BE MADE FOR NONCOMPLIANCE WITH THIS CONDITION AFTER BIDDING.

1.05 CLEAN-UP:
- A. KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIAL, OR RUBBISH CAUSED BY EMPLOYEES OR WORK UNDER THIS DIVISION OF THE SPECIFICATION. AT THE COMPLETION OF THE WORK, REMOVE ALL SURPLUS MATERIALS, TOOLS, ETC., AND LEAVE THE PREMISES "BROOM-CLEAN". REMOVE ALL TEMPORARY WIRING UPON PROJECT COMPLETION.

1.06 DRAWINGS:
- A. THE DRAWINGS INDICATE THE GENERAL ARRANGEMENT AND LOCATIONS OF THE ELECTRICAL WORK. DATA PRESENTED ON THE DRAWINGS ARE AS ACCURATE AS PLANNING CAN DETERMINE, BUT FIELD VERIFICATION OF ALL DIMENSIONS, LOCATIONS, LEVELS, ETC., [illegible]
- B. [illegible]
- C. [illegible]

1.07 CUTTING AND FITTING:
- A. [illegible]

1.08 COORDINATION WITH OTHER TRADES:
- A. [illegible]
- B. [illegible]
- C. [illegible]

1.09 UTILITY COMPANIES:
- A. COORDINATE ALL INCOMING SERVICES (POWER AND TELEPHONE) WITH RESPECTIVE UTILITY COMPANIES. [illegible]

PART 2 – PRODUCTS AND EXECUTION

2.01 MATERIALS:
- A. ALL MATERIAL SHALL BE NEW AND OF QUALITY AS SPECIFIED ON THE PLANS OR SPECIFICATIONS AND MUST CARRY THE UNDERWRITER'S LABORATORIES APPROVAL [illegible]

2.02 CONDUIT:
- A. [illegible]
- B. [illegible]
- C. [illegible]
- D. [illegible]
- E. [illegible]
- F. [illegible]

2.03 OUTLET, PULL AND JUNCTION BOXES:
- A. [illegible]
- B. [illegible]
- C. [illegible]

2.04 CONDUCTORS:
- A. [illegible]
- B. [illegible]
- C. [illegible]
- D. [illegible]

2.05 WIRING DEVICES:
- A. 20A, 125 VOLT, IVORY COLOR.
- B. WALL SWITCHES SHALL BE SPECIFICATION GRADE AC SILENT TYPE SWITCHES. RECEPTACLES SHALL BE SPECIFICATION GRADE, DUPLEX TYPE, [illegible]

2.06 PANELBOARDS:
- A. PROVIDE BRANCH CIRCUIT PANELBOARDS AS SHOWN ON DRAWINGS AND AS SPECIFIED HEREIN. [illegible]

2.07 LIGHTING FIXTURES:
- A. PROVIDE LIGHTING FIXTURES, COORDINATE PROCUREMENT OF THESE FIXTURES WITH OWNER'S REPRESENTATIVE [illegible]
- B. SUBMIT ALL LIGHTING FIXTURES TO OWNER FOR APPROVAL.

2.08 SAFETY SWITCHES:
- A. SAFETY SWITCHES SHALL BE GENERAL DUTY TYPE, [illegible]

2.09 MOTOR WIRING:
- A. [illegible]

2.10 TEMPERATURE CONTROL:
- A. [illegible]

2.11 LABELING:
- A. PROVIDE NAMEPLATES TO IDENTIFY PANELBOARDS, DISCONNECT SWITCHES, STARTERS, AND OTHER MAJOR EQUIPMENT.

2.12 GUARANTEE:
- A. GUARANTEE ALL MATERIAL FURNISHED AND ALL WORKMANSHIP PERFORMED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE WORK. [illegible]

2.13 CONDITIONS PRECEDENT TO FINAL ACCEPTANCE:
- A. UPON COMPLETION OF PROJECT, PREPARE AND SUBMIT ONE COMPLETE SET OF ELECTRICAL RECORD DRAWINGS OF "AS-BUILT" CONDITIONS [illegible]

PANEL P

[illegible]

TOTAL CONNECTED KVA [illegible]
CONNECTED AMPS [illegible]

LIGHTING FIXTURE SCHEDULE

FIXTURE LETTER	DESCRIPTION	MANUFACTURER (OR EQUAL)	CATALOG NUMBER	VOLTAGE	LAMPS
A	TWO LAMP FLUORESCENT WRAP	[illegible] LIGHTING	[illegible]	120	(2) 32W T8
B	PENDANT	[illegible]	[illegible]	120	(1) [illegible] LED
C	SURFACE MOUNT FLUORESCENT	[illegible]	[illegible]	120	(2) [illegible]
D	WALL SCONCE	[illegible]	[illegible]	120	(1) [illegible]
E	TWO HEAD EMERGENCY BATTERY PACK	[illegible] LIGHTING	[illegible]	120	LED
F	EXTERIOR LANTERN W/ EMERGENCY INVERTER	[illegible] LIGHTING	[illegible]	120	(1) [illegible] LED
G	EXIT FIXTURE WITH BATTERY PACK	[illegible] LIGHTING	[illegible]	120	LED

LIGHTING FIXTURES ARE AVAILABLE AT CAROLINA LIGHTING (843) [illegible]

SGA ARCHITECTURE

Charleston Engineering

GATHERING
@ Morris Square
Church Building
REHABILITATION
CHARLESTON, SOUTH CAROLINA

ELECTRICAL SPECS. & SCHEDS.

E201

CONSTRUCTION DOCUMENTS

APPENDIX C
POST REVIEW UNANTICIPATED DISCOVERY PLAN

1. The CITY shall ensure an unanticipated discovery plan is in place for development and construction of the replacement park, the rehabilitation of the Praise House, and other work associated with the DeReef Partial Conversion Project. In the event that unanticipated effects occur on historic properties, or new historic properties are discovered during the implementation of project activities, work in the location of discovery and in the immediate vicinity must stop immediately; the area must be secured; and the following parties must be notified:

    a. SCPRT
    b. NPS
    c. SHPO, and
    d. Cultural resources staff and cultural committees from the Catawba Nation, in the event that a discovery appears to be related to tribal interests or of pre-contact origin.

    The CITY shall ensure that any unanticipated archaeological discovery is evaluated by a professional archaeologist (per RCW 27.53.030[11]). If the unanticipated discovery is determined by NPS, in consultation with SHPO, to be eligible for the National Register of Historic Places, NPS shall consult per provisions of 36 C.F.R. § 800.13.

2. If human remains are discovered during the project activities at the REPLACEMENT SITE, work in the location of the discovery and immediate vicinity must stop instantly, the area must be secured, and notifications provided according to S.C. Code Ann. § 27-43-10, *et seq* (Cum. Supp. 2014).

    If human remains are determined to be non-forensic, the CITY shall notify SCPRT and NPS. NPS and SCPRT will consult with the signatories to the Agreement per provisions of 36 C.F.R. § 800.13 to determine the appropriate treatment required under the terms of this Agreement, or other actions required per state law.

COMMITTEE / COUNCIL AGENDA

12.)

TO: John J. Tecklenburg, Mayor

FROM: Adelaide S. Andrews **DEPT.** Legal

SUBJECT: 2016 MAP OF STREET VENDOR LOCATIONS, 2014 BID SPECIFICATIONS FOR STREET VENDOR SPACES AND FORM OF 2016 FRANCHISE AGREEMENT

REQUEST: Requesting approval of the 2016 Map of Street Vendor locations consisting of 16 vendor space, 2016 Bid Specifications for the solicitation of bids for the 16 Vendor Spaces, and form of the 2016 Franchise Agreement that will be entered into by the City and the successful bidders of the 2014 Vendor Spaces.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** May 16, 2016

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X			X

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

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

Balance in Account _____ Amount needed for this item _____

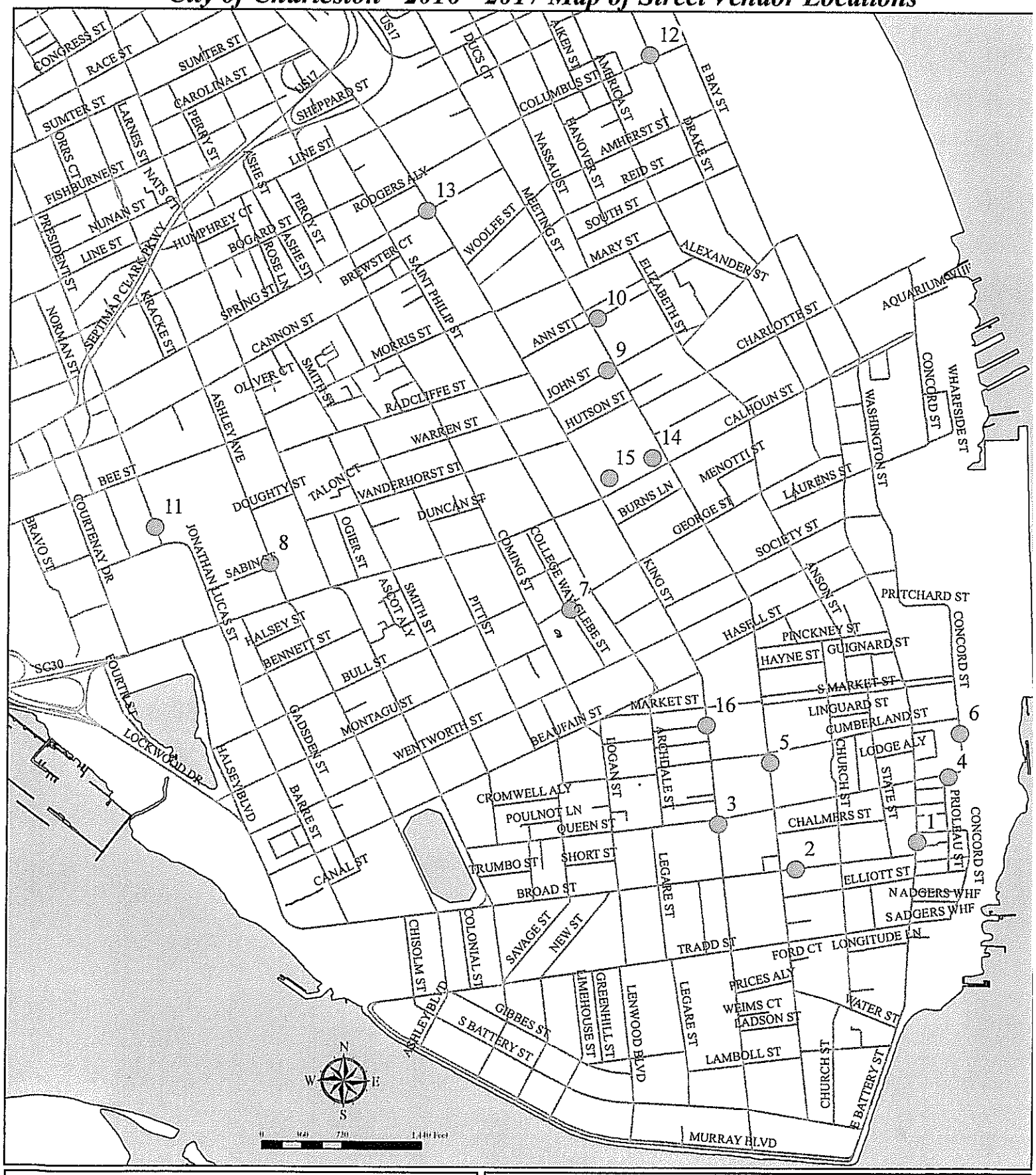
NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT:

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

City of Charleston - 2016 - 2017 Map of Street Vendor Locations



- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

BID SPECIFICATIONS

FOR

FRANCHISE OF STREET VENDOR SPACES

CITY OF CHARLESTON, SOUTH CAROLINA

AUGUST 21, 2016 – AUGUST 20, 2017

NOTICE OF BID OPENING

THE BID OPENING FOR FRANCHISES OF STREET VENDOR SPACES FOR THE SALE OF FOOD OR DRINK OR READING MATERIAL SOLD IN CONJUNCTION WITH THE SALE OF FOOD OR DRINK IS SCHEDULED FOR JUNE 23, 2016, AT 2:00 P.M., IN THE SECOND FLOOR CONFERENCE ROOM, 50 BROAD STREET, CHARLESTON, SOUTH CAROLINA.

NOTICE FOR SOLICITATION OF BIDS FOR STREET VENDOR SPACES IN THE CITY OF CHARLESTON

The City of Charleston hereby gives notice that it will be accepting sealed bids for the franchising of 16 designated vendor spaces within the City from which the sale of food or drink or reading material sold in conjunction with the sale of food or drink from stationary vehicles, carts or devices may be had.

Bidders will be required to comply with all provisions of Article V of Chapter 17 of the *Code of the City of Charleston.* No bidder will be deemed eligible to submit a bid in accordance with this Solicitation unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City **WHEN DUE** pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation

The successful bidder will be required to execute a Franchise Agreement with the City. Copies of the bid packages, including the proposed Franchise Agreement, may be picked up at the Office of the Deputy Corporation Counsel of the City of Charleston, 50 Broad Street – 2nd Floor, Charleston, South Carolina, from 9:00 a.m. to 5:00 p.m., beginning on **May 30, 2016** through **June 23, 2016**, at 11:45 a.m. The designated vendor spaces subject to being franchised are delineated on a Map of Street Vendor Spaces which may be viewed at the Office of the Deputy Corporation Counsel at 50 Broad Street, 2nd floor, in Charleston, SC. **As a condition to be eligible to submit a bid for Vendor Space Number 15, the bidder must comply with the pre-bid requirements set forth in Exhibit A.**

Signed and sealed bids must be submitted to the Office of the Deputy Corporation Counsel at the above address no later than **June 23, 2016**, at **12:00 noon.** Bids will be opened and read aloud on **June 23, 2016**, at **2:00 p.m.,** in the Office of the Deputy Corporation Counsel.

Minimum bids for each of the 16 designated vendor spaces to be franchised have been established and are set forth in the bid package.

All bids must be accompanied by a deposit in the form of certified funds representing ten (10%) percent of the bid price for each space being bid upon. The successful bidder's deposit will be applied toward the franchise fee of the successful bidder. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

It is the intent of the City to award a franchise to the highest responsive responsible bidder for each space.

Any violation of the terms or conditions of the Franchise Agreement will be subject to enforcement by the Municipal Summons Ordinance with penalties and fines as set forth in § 1-16 of the *Code of the City of Charleston* or termination of the Franchise Agreement, at the sole discretion of the City.

THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS NOT DEEMED BY IT TO BE IN THE CITY'S BEST INTEREST. THE CITY ALSO RESERVES THE RIGHT TO WAIVE INFORMALITIES.

INSTRUCTIONS TO BIDDERS:

Bidders are responsible for familiarizing themselves with all requirements of these Bid Specifications which include the **Notice to Bidders, Map of 2016-2017 Street Vendor Locations marked as Exhibit B, attached hereto and incorporated by reference herein, List of Minimum Bid Requirements for each space subject to this Solicitation, Bid Specifications and the Franchise Agreement which are attached hereto and incorporated by reference herein.**

Please note the Street Vendor Spaces have been renumbered and are different than the 2015-2016 Street Vendor Space numbers and locations.

THERE ARE THREE (3) DESIGNATED STREET VENDOR SPACES INCLUDED IN THIS SOLICITATION IDENTIFIED AS VENDOR SPACES #4 IN WATERFRONT PARK, VENDOR SPACE #14 IN MARION SQUARE AT THE CORNER OF CALHOUN AND MEETING STREETS AND VENDOR SPACE #15 IN MARION SQUARE NEAR THE CORNER OF CALHOUN AND KING STREETS MORE FULLY SHOWN ON EXHIBITS C, D AND E ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN. IF ANY OF THESE VENDOR SPACES IS NOT FRANCHISED BY CITY COUNCIL IN ACCORDANCE WITH THIS SOLICITATION, IT WILL NOT AVAILABLE FOR USE BY ANY VENDOR ON A FIRST-COME, FIRST-SERVE BASIS AT ANY TIME. IF SUCH DESIGNATED VENDOR SPACE(S) IS/ARE FRANCHISED IN ACCORDANCE WITH THIS

SOLICITATION, EACH VENDOR SPACE HAS ADDITIONAL REQUIREMENTS WHICH ARE CONTAINED IN THE FRANCHISE AGREEMENT.

The Bid Form must be completely filled in and the signature of the bidder must be in his or her own hand, in ink. A bid deposit of ten (10%) percent of the bid price in the form of certified funds must accompany each bid. The successful bidder's deposit will be applied toward his franchise fee. All other deposits of bidders will be returned no later than June 30, 2016. In the event that the successful bidder fails or elects not to execute the Franchise Agreement with the City, his bid deposit will be forfeited to the City.

Unless the bidder has paid the City in full for all Franchise Fee amounts owed to the City <u>WHEN DUE</u> pursuant to the bidder's Franchise Agreement with the City of Charleston and all outstanding City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any other contract with the City of Charleston prior to the submittal of a bid in accordance with this Solicitation, the bidder's bid will not be accepted.

The Office of the Deputy Corporation Counsel is located at 50 Broad Street, 2nd Floor, Charleston, South Carolina and will be receiving bids until 12:00 noon, on **June 23, 2016**. Thereafter, at 2:00 p.m., on **June 23, 2016**, bids timely received will be opened and read aloud in the Office of the Deputy Corporation Counsel.

Any bid, along with the appropriate deposit, must be enclosed in a sealed envelope. The envelope will be addressed **"Bid for Street Vendor Space"**, and will contain the name, address and telephone number of the bidder.

The City reserves the right to reject any or all bids not deemed by it to be in its best interest and to waive informalities.

ATTENTION BIDDERS

Minimum Bid Requirements:

Space Number 1.....$1,500.00 minimum bid.
Space Number 2.....$1,500.00 minimum bid.
Space Number 3.....$1,200.00 minimum bid.
Space Number 4.....$7,500.00 minimum bid.
Space Number 5.....$1,500.00 minimum bid.
Space Number 6.....$2,500.00 minimum bid.
Space Number 7.....$1,500.00 minimum bid.
Space Number 8.....$1,500.00 minimum bid.
Space Number 9.....$1,200.00 minimum bid.
Space Number 10.....$1,200.00 minimum bid.
Space Number 11 .....$1,500.00 minimum bid.
Space Number 12.....$1,200.00 minimum bid.
Space Number 13.....$1,200.00 minimum bid.
Space Number 14.....$2,500.00 minimum bid.
Space Number 15.....$2,500.00 minimum bid.
Space Number 16.....$1,500.00 minimum bid.

_____
Signature of Bidder

_____
Name of Bidder (Print Name)

_____
Street Address

_____
City, State & Zip

_____
Telephone

_____
Date

Hours of operation for Vendor Space Number 14 in Marion Square at the corner of Calhoun and Meeting Streets and Vendor Space Number 15 in Marion Square near the corner of Calhoun and King Streets have been expanded and are set forth in Section 4(C) for Vendor Space Number 14 and in Section 5(D) for Vendor Space Number 15 in the Franchise Agreement which is included in the 2016-2017 Bid Package for Street Vendor Spaces.

Bid Form

Space No.	Bid	Deposit	Can you comply with the requirements of the Franchise Agreement? (Circle One)
1.	_____	_____	Yes/No
2.	_____	_____	Yes/No
3.	_____	_____	Yes/No
4.	_____	_____	Yes/No
5.	_____	_____	Yes/No
6.	_____	_____	Yes/No
7.	_____	_____	Yes/No
8.	_____	_____	Yes/No
9.	_____	_____	Yes/No
10.	_____	_____	Yes/No
11.	_____	_____	Yes/No
12.	_____	_____	Yes/No
13.	_____	_____	Yes/No
14.	_____	_____	Yes/No
15.	_____	_____	Yes/No
16.	_____	_____	Yes/No

Exhibit A

2016-2017
Requirements for Bids
For Space Number 15

As a condition to being eligible to submit a bid for Vendor Space Number 15, any person who desires to bid on Vendor Space Number 15 will comply with the following pre-bid requirements:

A. As a pre-requisite to being eligible to bid on Vendor Space Number 15, he will submit a full listing and description of the food item(s), including sources of produce and local ingredients, he desires to sell at Vendor Space Number 15 (the "Submittal") to City of Charleston Legal Department at 50 Broad Street, Charleston, SC, no later than June 8, 2016. Upon the Grantor's receipt of the Submittal, the Grantor will convene a jury panel during June 13th and June 17th, 2016 to evaluate and score the Submittal using the criteria set forth in Page 5, Page 6 and Paragraph 2, page 7 of the Charleston Farmers Market 2016 Vendor Manual ("Manual") which is available online at http://www.charlestonfarmersmarket.com/cfm- applications/ and all other requirements in the Manual that apply to Food Concessions. By June 18, 2016, the Grantor will notify all persons whose Submittals were juried to advise who is pre-qualified to bid on Vendor Space #15.

B. If any person is pre-qualified to bid on Vendor Space Number 15 and is approved by City Council to enter into a Franchise Agreement for Vendor Space Number 15, the requirement set forth in A. above will only be mandatory on the days of the Charleston Farmers Market, Piccolo Spoleto, MOJA, Holiday Magic and any other special event at Marion Square that is sponsored by the City of Charleston.

Vendor Space Number 15 will not be available to the successful bidder/Franchisee from February 17, 2017 – April 4, 2017 due to the use of Marion Square for special events during this time.

If Vendor Space Numbers 4, 14 or 15 are not franchised in accordance with this Solicitation, the said Vendor Space not franchised shall not be available to Vendors on a first-come/first-serve basis at any time.

Any Vendor Space is subject to being re-bid, if needed, at the election of the City of Charleston.

Exhibit A

Exhibit B

2016-2017
Map
Of Street Vendor Spaces

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

Exhibit B

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

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DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit C

2016-2017
Map
Of Vendor Space Number 4
At Waterfront Park

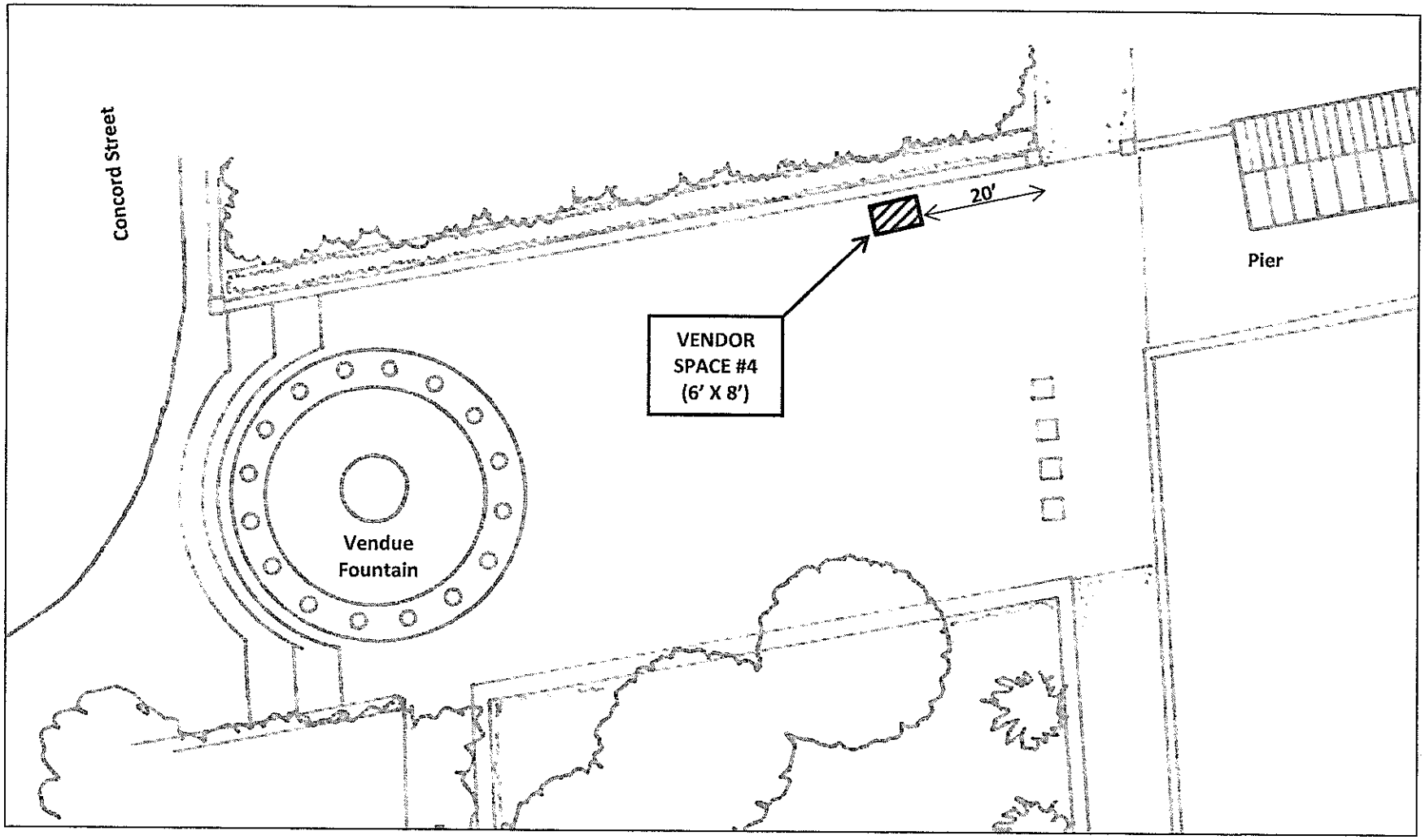


Exhibit C

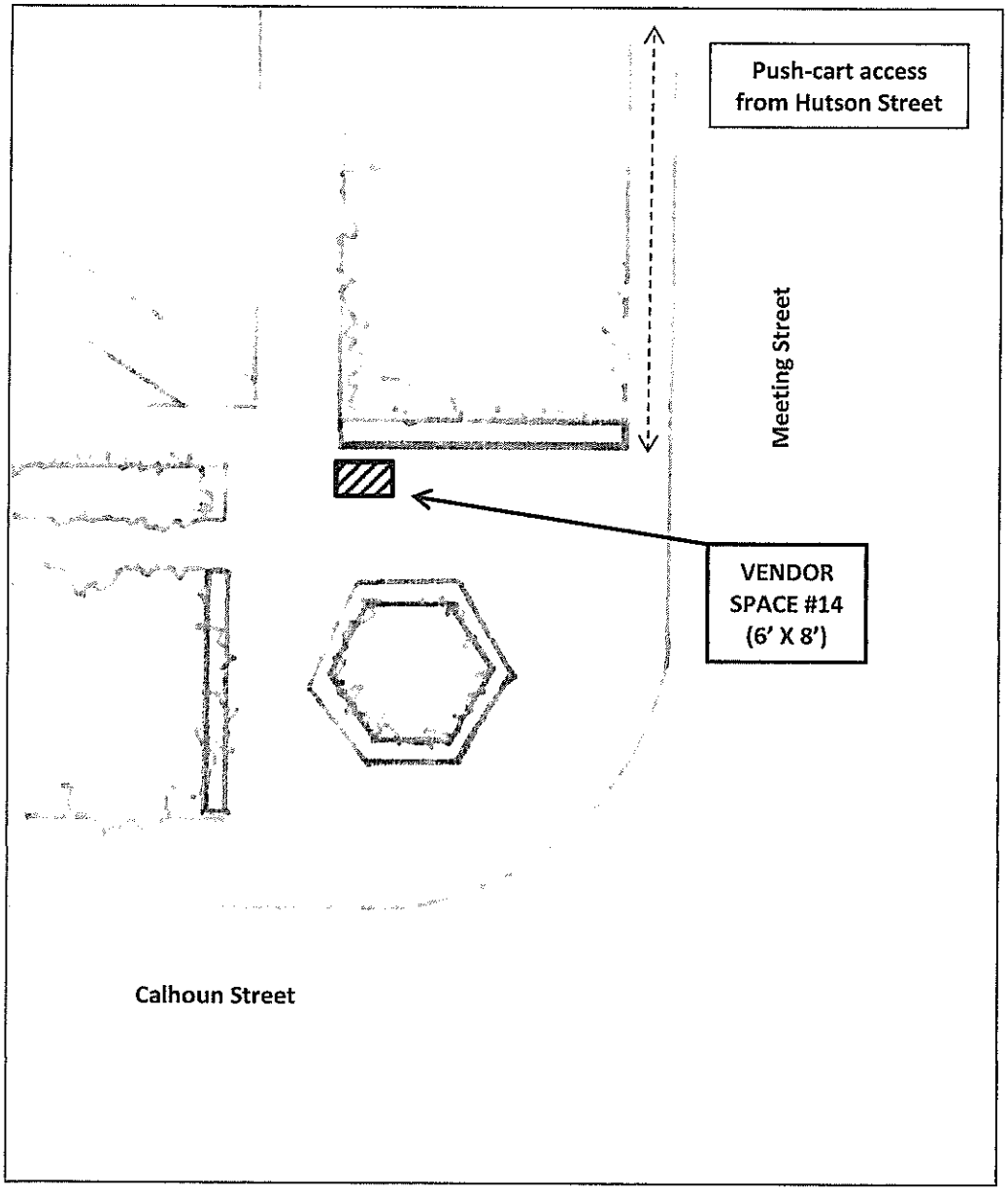
Waterfront Park - Vendor Locations

Not to Scale

NORTH

Exhibit D

2016-2017
Map
Of Vendor Space Number 14
At Calhoun and Meeting Streets
In Marion Square



Marion Square - Vendor Location (#14)

Exhibit D

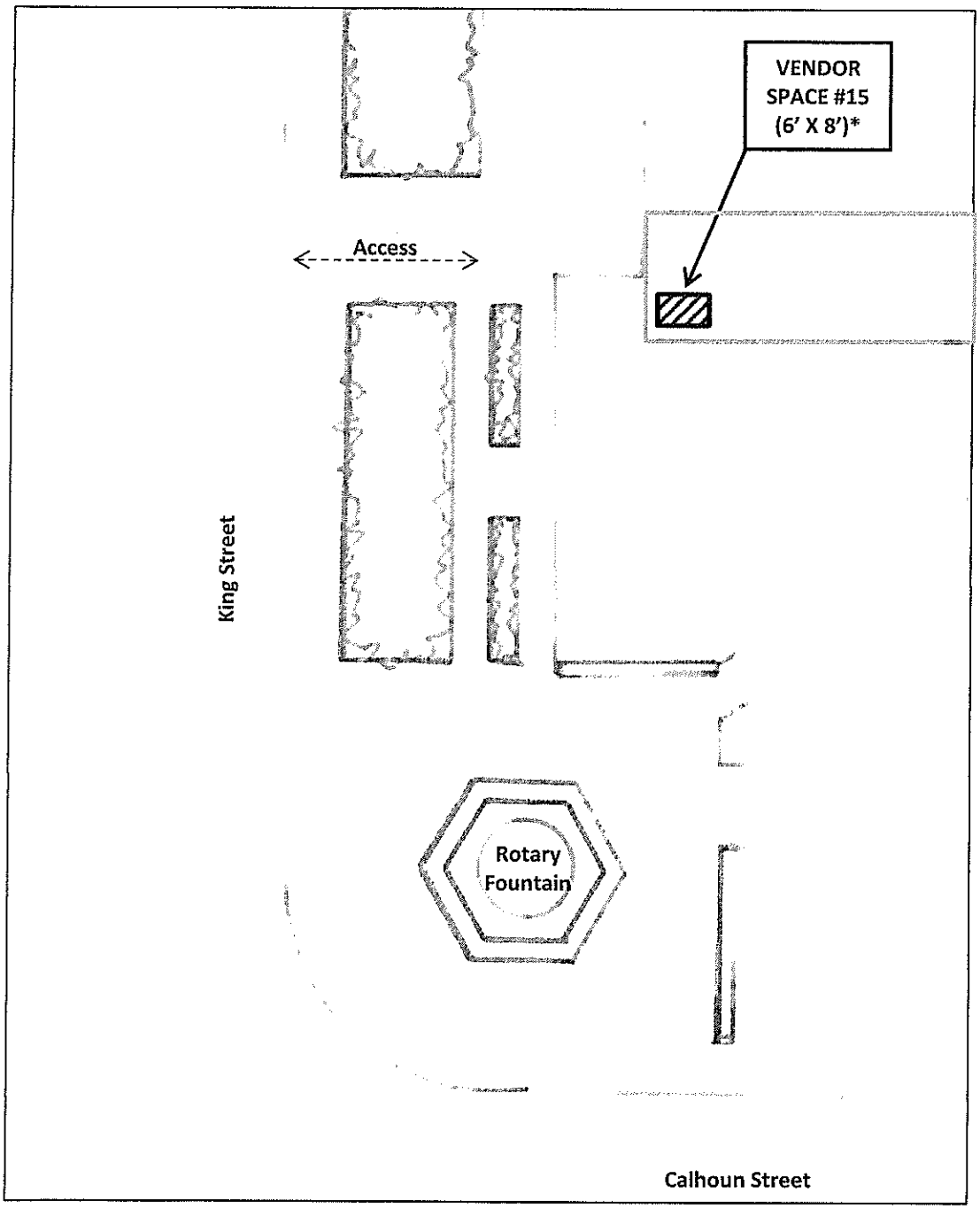
Not to Scale

NORTH

NOTE: Vendor space will be 6' x 8'.

Exhibit E

2016-2017
Map
Of Vendor Space Number 15
Near Calhoun and King Streets
At Marion Square



Marion Square - Vendor Location (#15)

Exhibit E

Not to Scale

NORTH

*NOTE: Vendor Space No. 15 will be 6' x 8' or as modified by the Grantor, in the Grantor's sole discretion. The location of Vendor Space No. 15 may also be relocated by the Grantor within Marion Square, in the Grantor's sole discretion. For more information regarding these conditions, see Section 5(A) of the 2016-2017 Franchise Agreement that is contained in the 2016-2017 Bid Package.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

FRANCHISE AGREEMENT
2016-2017

FRANCHISE AGREEMENT executed this ____ day of _____, 2016, by and between the **CITY OF CHARLESTON,** South Carolina (herein the "Grantor"), and _____ (herein the "Grantee") for **Vendor Space Number _____, located at** _____).

WHEREAS, § 17-121 of the *Code of the City of Charleston* provides that the Committee on Traffic and Transportation, after input from the Director of Traffic and Transportation, shall have the authority to approve the franchising of certain public spaces dedicated for the sale of food, drink or reading material sold in conjunction with the sale of food or drink (the "Vendor Spaces" and individually the "Vendor Space"); and

WHEREAS, the Committee on Traffic and Transportation recommended and approved that the Vendor Space(s) as hereinafter described be awarded to a Grantee under a Franchise Agreement with the Grantor; and

WHEREAS, the Traffic and Transportation Committee and City Council, at a meeting held on _____, **2016**, approved the specifications for the franchising of Vendor Spaces, as are contained herein; and

WHEREAS, after advertising for, and receipt of sealed bids, it has been determined that the franchise for the Vendor Spaces 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 $3.00, the receipt and sufficiency of which are 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 first right and privilege to sell food, drinks or reading material sold in conjunction with the sale of food or drink from a stationary cart, vehicle or device (the "Stationary Cart") in **Vendor Space Number** ___ as is hereinafter delineated, subject to the terms and conditions hereinafter set forth.

2. For Franchised Vendor Spaces 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 16:

A. The location of the Vendor Space which is the subject of this Franchise Agreement is located at _____, and measures and contains approximately 70 square feet with dimensions of 7 feet wide by 10 feet long, and is designated as **Vendor Space Number ___ (the "Vendor Space")** on a **Map of Street Vendor Spaces** marked as "Exhibit A," attached hereto and incorporated by reference herein.

Please note the Street Vendor Spaces have been renumbered and are different than the 2015-2016 Street Vendor Space numbers and locations.

B. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of the Vendor Space as set forth in Paragraph 2(A) above. Prior to the execution of this Franchise Agreement and as a condition precedent thereto, if needed, Grantor shall inspect Grantee's Stationary Cart in the Vendor Space to verify Grantee's ability to comply with the requirements set forth in Paragraphs 2(A) and 2(B) above. If Grantee's Stationary Cart does not comply with such requirements, Grantee shall not be permitted to sign this Franchise Agreement until such time as Grantee shall comply with requirements.

C. No generator, electricity or open flames shall be permitted in any Vendor Space.

3. Additional Requirements for Franchised Vendor Space Number 4:

A. The location of Vendor Space Number 4 is located at **Waterfront Park,** and measures 6' by 8' in size and is designated as **Vendor Space Number 4 (the "Space")** on a **Map of Street Vendor Spaces** marked "Exhibit A," attached hereto and incorporated by reference herein and further defined in "Exhibit B," attached hereto and incorporated by reference herein.

No motorized vehicle shall be used to tow or pull the Stationary Cart to or from Vendor Space Number 4 within Waterfront Park. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate

within the boundaries of the Vendor Space as set forth in Paragraph 3(A) above. The Grantor reserves the right to relocate Vendor Space Number 4 within Waterfront Park in its sole discretion.

Vendor Space Number 4 shall not be available to any other licensed vendor on a first-come, first serve basis.

B. No generator, electricity or open flames shall be permitted in Vendor Space Number 4.

4. Additional Requirements for Franchised Vendor Space Number 14:

A. Vendor Space Number 14 is located in **Marion Square** at the corner of Calhoun and Meeting Streets and measures 6' by 8' in size and is designated on the **Map of Street Vendor Space Number 14** marked as "Exhibit C" attached hereto and incorporated by reference herein. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 4(A) above.

B. Grantee shall only access Marion Square in order to place and remove a Stationary Cart at Vendor Space Number 14 in the following particulars:

1. As to Vendor Space Number 14, Grantee shall be prohibited from driving his vehicle onto Marion Square for the purpose of placing

or removing the Stationary Cart at Vendor Space Number 14. Grantee shall only be permitted to hand-push the Stationary Cart within Marion Square for the sole purpose of setting up and removing the Stationary Cart from Vendor Space Number 14. Public-metered parking spaces are available to the Grantee on Hutson and Meeting Streets in which Grantee is permitted to park his vehicle, unload and load his Stationary Cart from his vehicle and hand-push his Stationary Cart into and out of Vendor Space Number 14 in Marion Square. The Grantee shall be permitted to stand in the area of Marion Square immediately adjacent to Vendor Space Number 14 while conducting business therefrom. No generator, electricity or open flames shall be used within Vendor Space No 14. The Grantor reserves the right to relocate Vendor Space Number 14 within Marion Square in its sole discretion.

C. With respect to Vendor Space Number 14, in addition to the permitted Hours of Operation set forth in Section 10 herein, Grantee of Vendor Space Number 14 shall be permitted to use Vendor Space Number 14 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

D. Vendor Space Number 14 shall not be available to any other licensed vendor on a first-come, first-serve basis at any time.

5. Additional Requirements for Franchised Vendor Space Number 15:

A. Vendor Space Number 15 is located in **Marion Square** near the corner of Calhoun and King Streets, measures 6' by 8' in size or as approved by the Grantor and is designated on the **Map of Street Vendor Spaces Number 15** marked as "Exhibit D" attached hereto and incorporated by reference herein. The Grantor reserves the right to relocate Vendor Space Number 15 during special events at Marion Square, including but not limited to the Charleston Farmers Market, Piccolo Spoleto, MOJA, Holiday Magic and New Year's Eve. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above.

B. Grantee shall only be permitted to drive his vehicle onto Marion Square from King Street using the access area from King Street more fully shown on Exhibit D for the sole purpose of setting up and removing his Stationary Cart from Space No. 15. Once Grantee has brought his Stationary Cart onto Marion Square in accordance with this section, Grantee shall be required to detach his Stationary Cart from his vehicle, hand-push his Stationary Cart to Space No. 15 and remove his vehicle from the access area in Marion Square. When exiting Marion Square, Grantee shall also be required to hand-push his Stationary Cart

from Space No. 15 to the access area and then to load his Stationary Cart onto a vehicle and remove it from Marion Square. Grantee shall be required to confine himself or his employee, the Stationary Cart and all associated equipment, including any coolers, pulling apparatus or supplies that are needed to operate within the boundaries of Vendor Space Number 15 as set forth in Paragraph 5(A) above. The Grantee shall be permitted to stand in the area immediately adjacent to Space No. 15 while conducting business therefrom. No generator, electricity or open flames shall be used within Space No 15. The Grantor reserves the right to relocate Space Number 15 within Marion Square in its sole discretion.

C. Vendor Space Number 15 shall not be available to any other licensed vendor on a first-come, first-serve basis.

D. With respect to Vendor Space Number 15, in addition to the permitted Hours of Operation set forth in Section 11 herein, Grantee of Vendor Space Number 15 shall be permitted to use Vendor Space Number 15 from 7:00 a.m. until 7:00 p.m. during eastern standard time and 7:00 a.m. until dark during daylight savings time, including Saturdays and Sundays during the Farmer's Market, Holiday Magic, Piccolo Spoleto Festival, MOJA Festival and New Year's Eve.

6. Term:

The term of this Franchise Agreement shall be for a period of one (1) year commencing **August 21, 2016, and ending August 20, 2017.**

7. Franchise Fee:

As and for the right to utilize the Vendor Space pursuant to the terms of this Franchise Agreement, and as a Franchise Fee therefor, the Grantee shall pay unto the Grantor the sum of **$**_____ in the form of certified funds with at least one-half (50%) of said sum being due and payable to the Grantor at the Office of the Deputy Corporation Counsel upon the execution of this Franchise Agreement on **July 5 - 7, 2016**, and the final one-half (50%) of said sum in like form being due and payable at the office of the Office of Deputy Corporation Counsel on or before **November 13, 2016.**

8. Business License/Street Vendor Permit:

Notwithstanding the payment of the Franchise Fee as set forth in Paragraph 7, the Grantee shall, throughout the term of this Franchise Agreement, maintain a current City of Charleston business license and approved criminal background check in accordance with § 17-95 of the *Code of the City of Charleston* with the Grantor. In addition to the requirements set forth in § 17-95 of the *Code of the City of Charleston*, Grantee shall submit a copy of his or her birth certificate and, if applicable, a Court Order amending his or her birth name as it appears on his or her birth certificate to the City prior to the criminal background check of the Grantee being processed by the Charleston Police Department. Failure by the Grantee to receive an approved criminal background check in

accordance with this Paragraph shall constitute grounds for Grantor not approving the Franchise Agreement or immediately terminating the Franchise Agreement with the Grantee at no cost to the Grantor. No employee of a Grantee shall operate in the Vendor Space pursuant to this Franchise Agreement unless the employee has received an approved criminal background check in accordance with the provisions of this Paragraph and provided same to the Grantor.

9. Public Liability Insurance:

As a condition of this Franchise Agreement, the Grantee shall acquire and maintain, throughout the term of this Franchise Agreement, public liability insurance insuring against personal injury, death and property damage arising out of Grantee use of the Vendor Space with minimum limits of $300,000.00 per person, $600,000.00 per occurrence and $300,000.00 for 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 in writing at least ten (10) days in advance of any cancellation of or change in the policy. Proof of insurance shall be filed with the Grantor upon the execution of this Franchise Agreement and during the term of the Franchise Agreement as requested by the Grantor. Notwithstanding this requirement for insurance, the Grantee agrees to indemnify and hold harmless the Grantor, its agents, officers and employees from and against any and all claims, losses, damages, judgments and expenses, including attorney's fees, that may arise or be alleged to have arisen as a result of the Grantee utilizing the Vendor Space which is the subject of this Franchise Agreement.

10. Health Regulations:

The Grantee shall, throughout the term of this Franchise Agreement, comply with any and all applicable rules and regulations as may be promulgated by the South Carolina Health Department ("SCDHEC") pertaining to the public sale or dispensing of food or drink.

11. Hours of Operation:

Unless otherwise specified herein, the Grantee shall be entitled to the exclusive use of the Vendor Space from 7:00 a.m. to 7:00 p.m. on a daily basis throughout the term of this Franchise Agreement. On any day during the term of this Franchise Agreement that the Grantee is not open for business at the Vendor Space by 11:00 a.m., or, if during any day of the term of this Franchise Agreement the Grantee shall vacate the Vendor Space prior to 7:00 p.m., then the Vendor Space, excluding Vendor Spaces Number 4, 14 and 15, shall be available to any other licensed vendor who may occupy the Vendor Space for the remainder of the day. Notwithstanding the foregoing, the Vendor Space shall not be available to any other licensed vendor on a first come first serve basis for any day during the term of this Franchise Agreement before 11:00 a.m. even if the Vendor Space is vacant at any time before 11:00 a.m.; provided, however, in the event that the Grantor shall require the use of the Vendor Space for a Grantor-sponsored event, the Grantor shall provide an alternative space to Grantee for vending during said event at no cost to the Grantor. Also, in the event that construction or a special event is occurring in the vicinity of the Vendor Space, the Grantor shall be able to relocate the Vendor Space

to an adjacent area approved by the Grantor that is not impacted by the construction or special event until construction or the special event is concluded.

12. Maintenance of Vendor Space:

The Grantee shall, on a daily basis, remove any and all vending apparatus from the Vendor Space(s) at the end of the day or during any time that the Vendor Space is not manned. Additionally, the Grantee shall be responsible for maintaining the area in and around the Vendor Space in a clean condition, free of litter, trash or rubbish. The Grantee's responsibility for maintenance shall include the Vendor Space, as well as any and all areas within forty (40) feet of the perimeter of the Vendor Space.

13. Meter Feeding/Encroachment:

The Grantee shall not occupy any space, including parking spaces, beyond the perimeters of the Vendor Space. Meter feeding by the Grantee or any of its employees or agents is expressly prohibited.

14. Recyclable Materials:

The Grantee shall utilize recyclable or biodegradable containers and/or materials in the sale of food or drink at the Vendor Space.

15. Assignment/Subletting:

The Grantee shall not, under any circumstances, assign or sublet, enter into a partnership agreement or any other agreement regarding any of its rights to the Vendor Space or any of its rights under this Franchise Agreement to any other person, firm or entity. In addition to the prohibition against assignment or subletting of the Vendor Space, Grantee shall be prohibited from allowing any individual to occupy and operate from the Vendor Space unless such individual is an employee of the Grantee. The Grantor shall have the right to inspect Grantee's books and other documents to verify the employment status of any individual occupying and/or operating within the Vendor Space with the permission of the Grantee. In the event Grantor is unable to verify that such individual occupying and/or operating within the Vendor Space is a bona fide employee of Grantee, this Franchise Agreement may be terminated at no cost to the Grantor.

16. Conduct:

The Grantee shall be responsible for the conduct of the Grantee and its employees and shall see that, at all times, Grantee and its employees maintain a courteous demeanor to their customers and other members of the public. No hawking of or screaming at potential customers shall be permitted. The Grantee shall also be responsible for ensuring that Grantee and his employees are appropriately dressed while conducting Grantee's business in the Vendor Space. Failure of the Grantee to fulfill this requirement shall be immediate grounds for termination of this Franchise Agreement at no cost to the Grantor.

17. Suspension/Termination:

In addition to all other rights and powers pertaining to the Grantor by virtue of this Franchise Agreement or otherwise, the Grantor reserves the right to suspend or terminate this Franchise Agreement and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) violates any provision of this Franchise Agreement or any rule, order or determination of the Grantor made pursuant to this Franchise Agreement;

(2) violates the provisions of Chapter 7, §§ 17-91, 17-92, or 17-121 of the *Code of the City of Charleston.*

(3) becomes insolvent, unable or unwilling to pay his debts or is adjudged a bankrupt;

(4) misrepresents his 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 vendors operating within the City of Charleston;

(7) attempts to evade any of the provisions of this Franchise Agreement or practices any fraud or deceit upon the Grantor;

(8) repeatedly engages in conduct that is rude or disruptive to the public order;

(9) fails to pay the Franchise Fee as provided herein when due; or

(10) fails to pay any outstanding Franchise Fees, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston.

In the event that the Grantor seeks to suspend or terminate this Franchise Agreement, it shall accord the Grantee notice and opportunity to be heard before the Committee on Traffic and Transportation no later than fifteen (15) days after Grantee receives notice of such suspension or termination or as soon thereafter as practicable. In the event of such suspension or termination, there shall be no refund to the Grantee of any portion of the Franchise Fee.

In the event that this Franchise Agreement is terminated due to Grantee's failure to pay the remaining balance of the Franchise Fee by **November 13, 2016**, or if Grantee is delinquent in the payment of the City of Charleston's current and/or prior years' Business License fees and/or Hospitality Fees, Grantee shall be prohibited from occupying and operating within the Vendor Space for the remainder of the term of this Franchise Agreement but shall continue to be responsible for the payment of the remaining balance of the Franchise Fee pursuant to this Franchise Agreement. Upon the termination of this Franchise Agreement for Grantee's failure to pay the remaining balance of the Franchise Fee, the Vendor Space shall be become available to any licensed vendor who meets the qualifications of § 17-121 of the *Code of the City of Charleston* on a first come, first serve basis excluding Vendor Space Numbers 4, 14 and 15 which shall not be available to any other licensed vendor on a first-come, first-serve basis. In the event of the termination of this Franchise Agreement due to failure to pay the Franchise Fee of the City of Charleston's current and/or past years' outstanding Franchise Fees,

City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston as set forth herein, Grantee shall be prohibited from operating as a street vendor in a vendor space on a first-come, first-serve basis, or as a peddler in accordance with Chapter 17 of the *Code of the City of Charleston* until such time as all delinquent fees are paid in full by Grantee.

The Grantor may also elect at its sole discretion to enforce a violation of any term or condition of this Franchise 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*, including the penalties and/or fines as set forth therein.

18. Compliance with City Ordinances:

Notwithstanding this Franchise Agreement, the Grantee agrees to comply with all ordinances, rules and regulations of the City of Charleston pertaining to vending as that term is defined in § 17-92 of the *Code of the City of Charleston*.

19. Breach of Franchise Agreement by Grantee:

A breach of this Franchise Agreement, including but not limited to the Grantee's failure to pay all sums when due to the Grantor as provided in this Franchise Agreement, and any City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, 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 Vendor Space and entering into a Franchise Agreement. In the event the Grantee defaults on any term of this Franchise Agreement, including non-payment of the any outstanding Franchise Fees when due, City of Charleston Business License Fees, Hospitality Taxes and/or any payments required by any contract with the City of Charleston, the Grantor shall have the right to pursue all legal remedies available at law or in equity 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.

If the Grantee is aggrieved by the action of the Grantor as provided herein, the Grantee shall have the right to appeal to the Traffic and Transportation Committee by filing with the City's Clerk of Council a petition in writing setting forth plainly, fully, and distinctly why the decision is contrary to law. The appeal shall be filed within fifteen (15) days after the Grantee receives actual notice of the decision of the Grantor. No Franchise Agreement shall be revoked unless and until seven (7) days' notice of a hearing shall have been given to the Grantee and thereafter, such hearing is duly had thereon by the Traffic and Transportation Committee.

20. Further Agreement, Waiver by Grantee and Reservation by Grantor:

The Grantee agrees to abide by all provisions of this Franchise Agreement and further agrees that it will not at any future time assert against the Grantor the claim that the provisions of this Franchise Agreement are unreasonable, arbitrary or void.

20. Modifications:

Any modifications of the provisions of this Franchise Agreement shall not be made unless the same are reduced to writing and signed by each party hereto.

21. Governing Law:

This Franchise Agreement shall be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as aforewritten.

WITNESSES:	**CITY OF CHARLESTON**
_____	By:_____ Joseph P. Riley, Jr., Mayor Grantor
_____	_____

Date

WITNESSES:

_____ By:_____

_____ _____
(Print Name)

_____
Date

Exhibit A

2016-2017 Street Vendor Map

City of Charleston - 2016 - 2017 Map of Street Vendor Locations

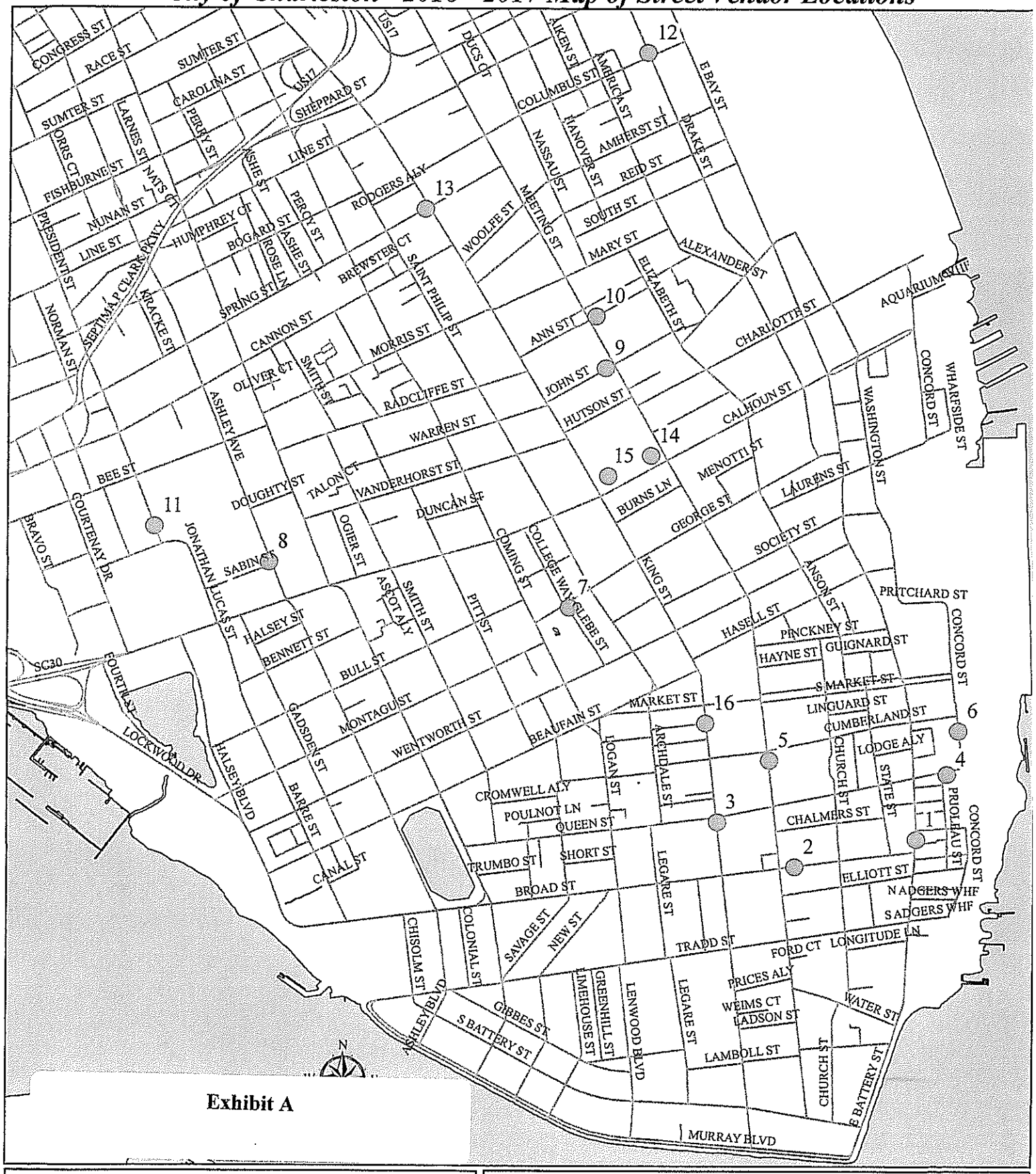


Exhibit A

- Vendor Locations

- Street

City of Charleston
Department of Traffic and Transportation

THE CITY OF CHARLESTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS, OR COMPLETENESS OF ANY INFORMATION PROVIDED HEREIN OR DERIVED FROM THIS PRODUCT. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF CHARLESTON EXPLICITYLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE CITY OF CHARLESTON SHALL ASSUME NO LIABILITY FOR: 1. ANY ERRORS, OMISSIONS, OR INACCURACIES IN THE INFORMATION PROVIDED REGARDLESS OF HOW CAUSED; OR 2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY ANY PERSON IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.

DATA REPRESENTED HEREIN REFLECT VARYING STAGES OF DEVELOPMENT, AND VARYING DATES OF ACQUISITION.

Exhibit B

2016-2017 Waterfront Park Vendor Map

for

Vendor Space Number 4

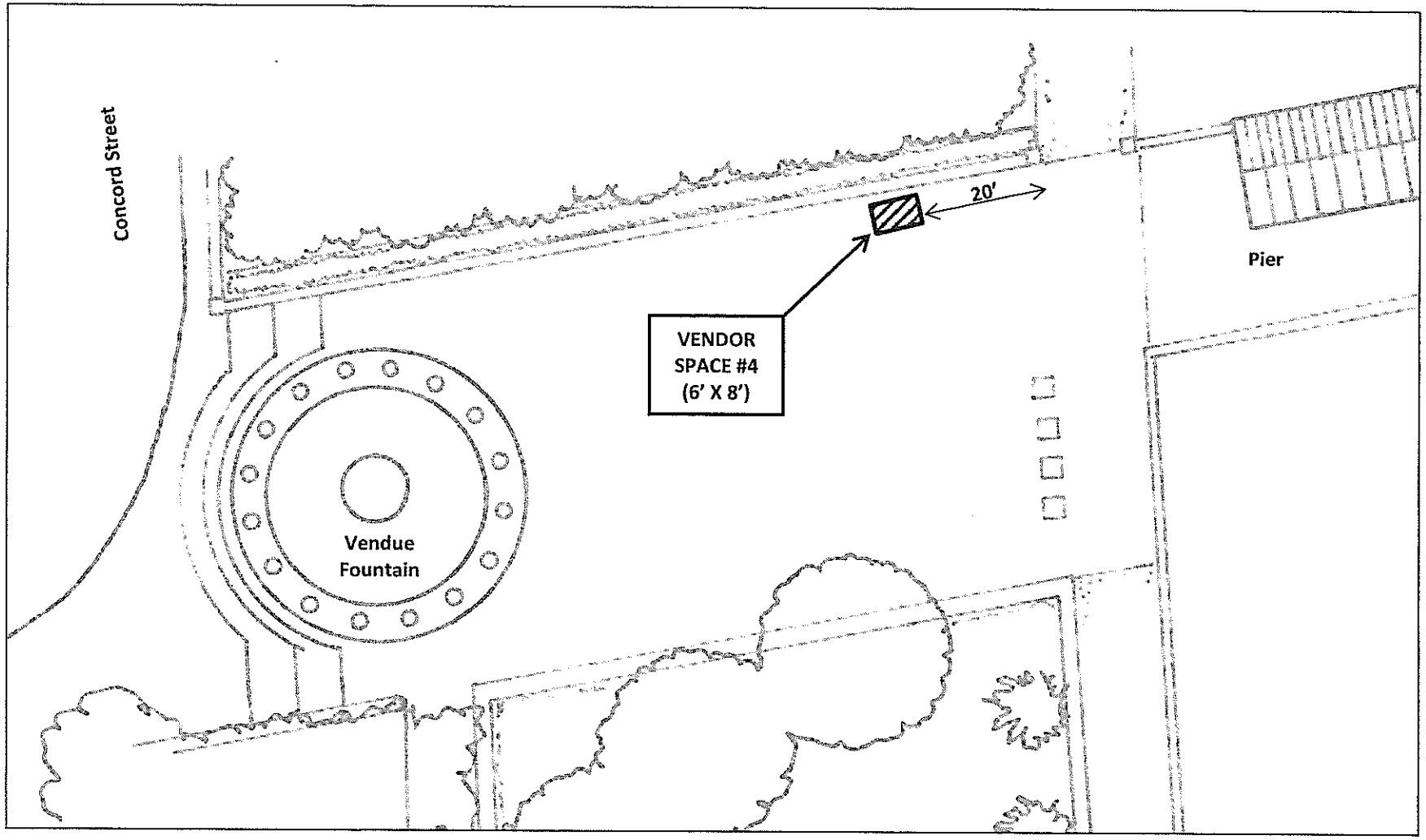


Exhibit B

Waterfront Park - Vendor Locations

Not to Scale

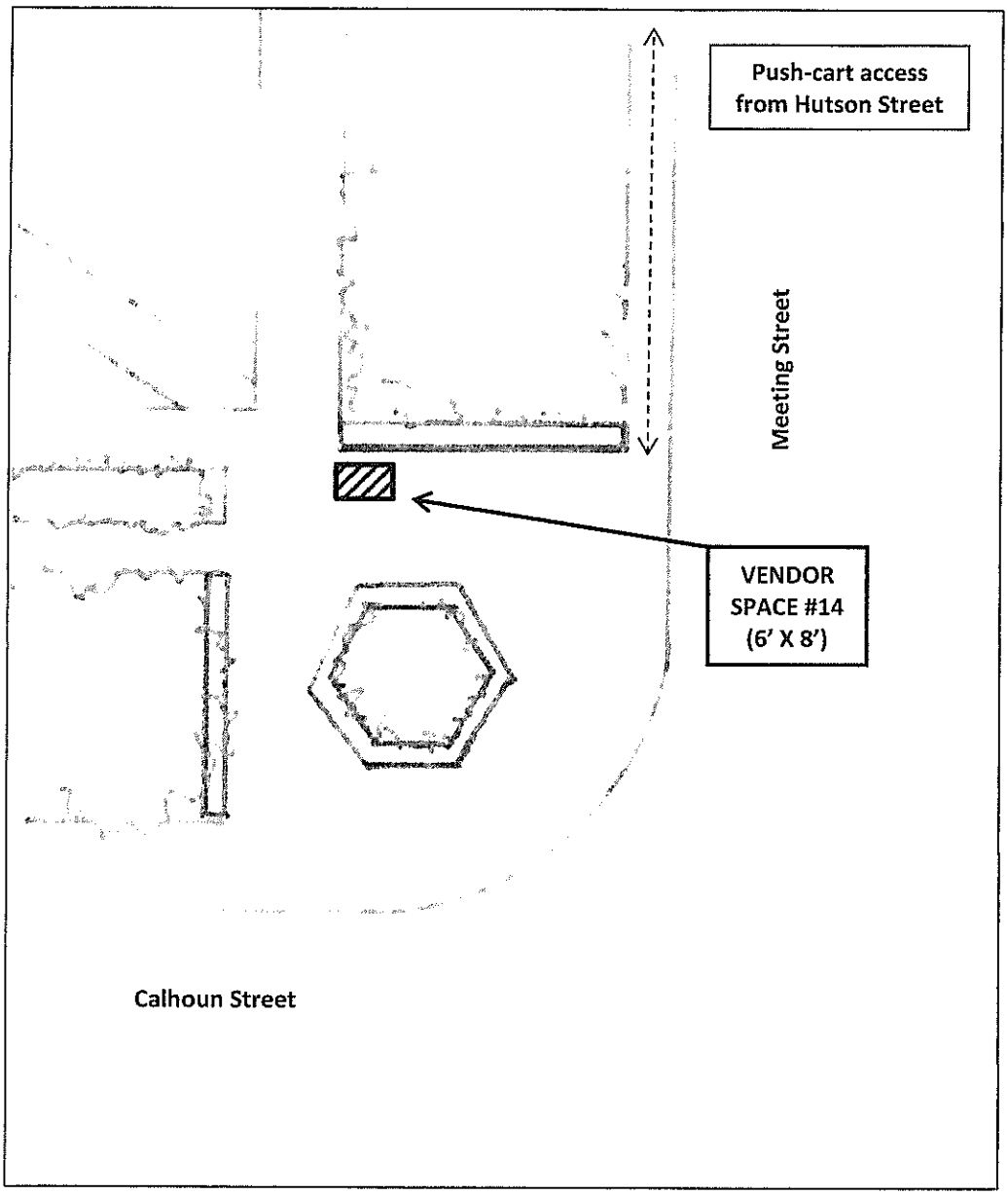
NORTH

Exhibit C

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 14



Marion Square - Vendor Location (#14)

Exhibit C

Not to Scale

NORTH

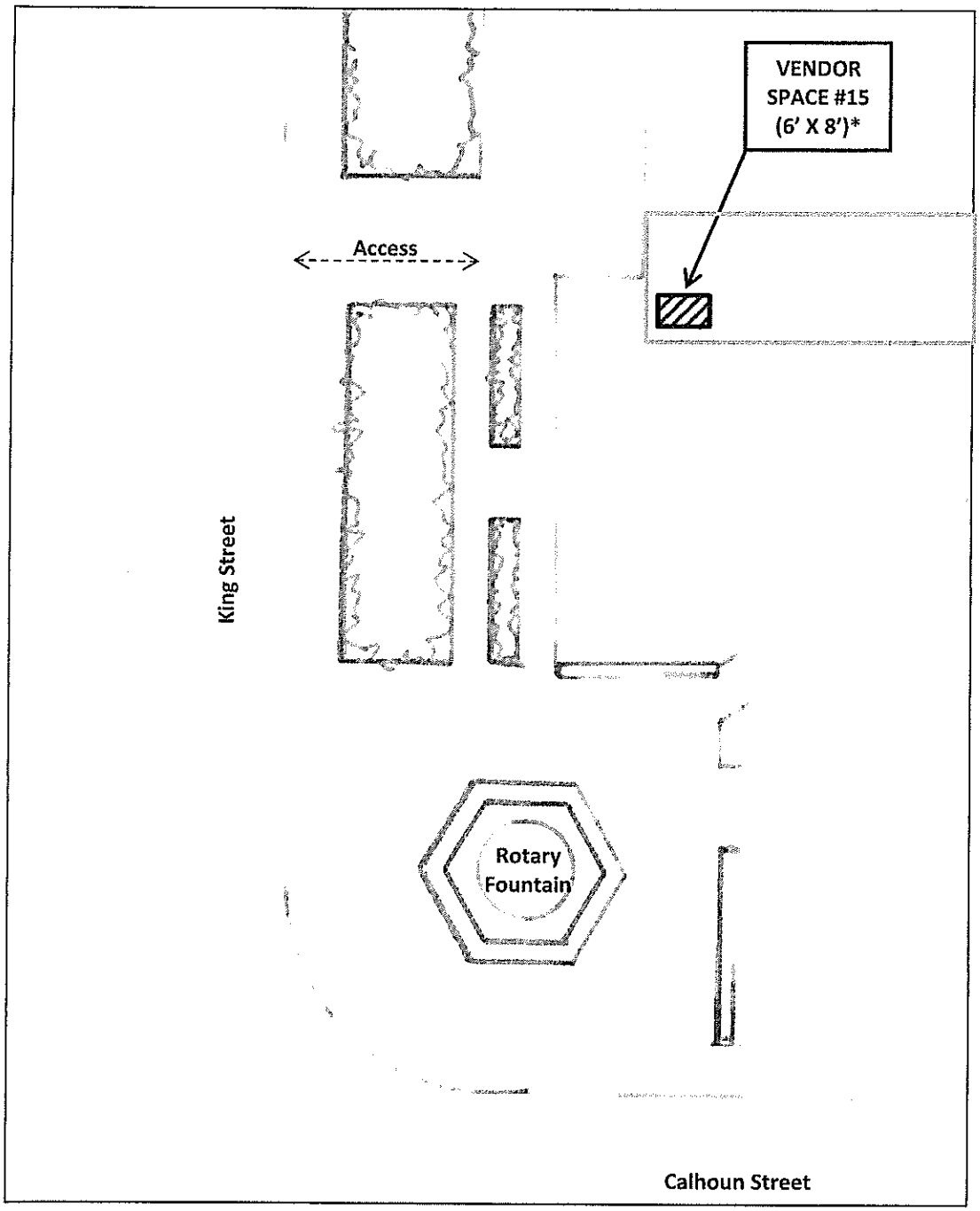
NOTE: Vendor space will be 6' x 8'.

Exhibit D

2016-2017 Marion Square Vendor Map

for

Vendor Space Number 15



Marion Square - Vendor Location (#15)

Exhibit D

Not to Scale

NORTH

*NOTE: Vendor Space No. 15 will be 6' x 8' or as modified by the Grantor, in the Grantor's sole discretion. The location of Vendor Space No. 15 may also be relocated by the Grantor within Marion Square, in the Grantor's sole discretion. For more information regarding these conditions, see Section 5(A) of the 2016-2017 Franchise Agreement that is contained in the 2016-2017 Bid Package.