January 25, 2022
4:30 p.m.
City Hall
80 Broad Street
Conference Call: 1-929-205-6099
Access Code: 300611887

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Shahid

2. Approval of Minutes:
   January 11, 2022

3. Bids and Purchases

4. Stormwater Management: Approval to submit the Huger Street Drainage Improvements Phase II – Pump Station FEMA HMGPr Grant Application for the design and construction of a pump station at the intersection of Huger and King Street. Total funding request of $9,582,143 (Federal Share $7,186,607.25, City Match $2,395,535.75), with a cost share of 75/25. The application deadline is February 1, 2022. Funding for this grant match in the amount of $2,395,535.75 will come from the Drainage Fund.

5. Parks – Capital Projects: Approval for an after the fact grant application for the 2022 Park and Recreation Development (PARD) Grant to replace the current playground equipment and install new structures. Requested funding of $27,443.37 with a 20% City match of $5,686.10. The deadline for this grant application is January 14, 2022. The City match of $5,686.10 will come from 523000-52435 Maintenance, Playground Equipment.

6. Parks – Capital Projects: Approval of JPR Ballpark Electrical Renovation Change Order #2 with Gatch Electrical Contractors, Inc., in the amount of $10,895.40 for the installation of additional fire alarm devices in the batting cages. Approval of Change Order #2 will increase the construction contract by $10,895.40 (from $1,722,925.09 to $1,733,820.49). Approval of this Change Order will amend the project budget, increasing the project budget from $2,400,822.91 to $2,411,718.31. This will also approve a budget transfer of $10,895.40 from 170100-52410 (Facilities Maintenance, General Maintenance) to 170100-90010 (Transfer Out JPR Jr., Ballpark) to fund this Change Order. The funding source for this project is the General Maintenance line-item in the JPR Jr., Ballpark Budget (023010-52410).

7. Parks-Capital Projects: Approval of Cannon Street Fire Station #6 Retrofit Fee Amendment #2 with Evans and Schmidt Architects, LLC in the amount of $26,250 for the extension of construction observation service through January 2022. The approval of Fee Amendment #2 will increase the professional services contract by $26,250 from ($338,955 to $365,245). Approval of this Fee Amendment will amend the project budget, increasing the project budget from $5,554,229 to $5,754,229. This additional funding of $200,000 is coming from 2019 General Fund Reserves. The funding sources for the project are: FEMA Hazard Mitigation Grant ($3,378,171.75) and 2015 IPRB
Bond ($1,126,057.25), 2015 General Fund Reserves ($269,000), 2018 General Fund Reserves ($781,000), and 2019 General Fund Reserves ($200,000).

8. Parks-Capital Projects: Approval to convert Stoney Field Improvements Purchase Order P162743 to a Professional Services Contract with Johnson, Laschober & Associates. The original PO was for $37,250 and this request will add an additional $24,500 for pre-construction services, coordination and close-out services for the Stoney Field Improvement Project related to the civil sitework construction. Approval of the Professional Services Contract will convert P162743 to a professional service contract and increase the contract amount by $24,500 (from $37,250 to $61,750). Funding sources for this project are: 2005 GO Bond ($399,048.85), 2018 Recreation GO Bond ($2,600,000), and Capital Contribution ($19,432.50).

9. Parks-Capital Projects: Approval to apply for a FEMA Hazard Mitigation Grant Application – 4492 (COVID-19) – Structural Retrofit of FS2&3 (Central Station). The application will request $6,506,558 in Federal funds with a City match of $5,000,013. This project will address seismic, wind/hurricane and flood hazards. This application is due February 1, 2022. Funding for the City Match of $5,000,013 will come from General Fund Reserves.

10. Housing and Community Development: Request the Mayor and City Council approve $78,500 in funding for the demolition of four (4) existing structures located at 3, 5, 7, and 9 Cunnington Avenue, Charleston, SC and asbestos abatement of one (1) structure located at 7 Cunnington Avenue. This parcel was acquired for the purpose of creating affordable rental housing, and the demolition of these structures is necessary to further facilitate this project.

11. Legal Department: Approval to authorize the Mayor to execute a Memorandum of Understanding between the City and the Charleston Parks Conservancy to improve the Susie Jackson Freedom Memorial Garden.

12. Police Department: Approval to accept the FY21 BJA-OJP Connect and Protect Grant for $412,236 for a Mental Health Clinician, one Peer Support Specialist, and Crisis Intervention training. There is no match required for this grant. The estimated annual cost to continue the program after conclusion of grant is $160,000.

13. Mayor’s Office for Children, Youth and Families: Approval to submit the renewal grant for VISTA, which allows the City to provide up to 25 VISTA member slots to Charleston non-profits, and to receive 2 VISTA Leaders to serve in MOCYF. There is no match required for the City-per the terms of the grant. The cost share funding will be covered through Site Fees received from participating organizations.

14. The Committee on Real Estate (Meeting was held on Monday, January 24, 2022 at 3:30 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. An ordinance to authorize the Mayor to execute a permanent right-of-way and utility easement to the Commissioners of Public Works as part of the new force main for the Credit One Stadium. (TMS No. 275-00-00-078)

b. Request approval of the Port Facility License Agreement between the City of Charleston and the South Carolina State Ports Authority ("Ports Authority") for use of Building 313 at the Union Pier Terminal for the purpose of storing the Fire Department’s marine firefighting and rescue equipment. (32 Washington St., Charleston, SC (Union Pier Terminal, Building 313) (TMS No. 459-13-02-035). The property is owned by the South Carolina State Ports Authority.
c. Request that City Council authorize the Mayor to execute the necessary documents for the repurchase of 3 Drews from the Estate of Lillian A. Miller for $171,504. The property will be rehabilitated and sold for its original purpose – affordable homeownership opportunities for persons whose income does not exceed 120 percent of the Area Median income. The cost of the acquisition of this will be borne from the Fee-in-lieu account. (3 Drews Court, Charleston, SC) (TMS No. 459-05-01-056).

d. Please consider the following annexation:

   (i) 2309 Lazy River Drive (0.46 acre) (TMS# 310-14-00-017), West Ashley, (District 11). The property is owned by Seel Living Trust.

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

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department
SUBJECT: 2022 FORD F-150 RESPONDER VEHICLES
REQUEST: Approval to purchase three (3) 2022 Ford F-150 Responder Vehicles
From Vic Bailey Ford, 501 E. Daniel Morgan Ave., Spartanburg, SC 29302. SC Contract #4400027151

COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Police Department</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>Yes</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:
Dept./Div.: 062022 Account #: 58010
Balance in Account Amount needed for this item $120,111.00

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

NEED: Identify any critical time constraint(s). Due to order deadline, this is an after the fact approval request.

CFO's Signature:

FISCAL IMPACT: 2022 Lease Purchase

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.
To: Gary Cooper, Director, Procurement Division
From: Scott Newsome, Director, Police Fleet
Date: January 10, 2022
Subject: Ford F150 Responder Purchase-State Contract

The Charleston Police Department intends to purchase three Ford F150 Pursuit Rated trucks. These trucks are listed on the South Carolina Contract for Goods and Services as contract number 4400027151.

Contract 4400027151 indicates a cutoff date of 1/15/2022. However, Ford Motor Company notified me on 1/6/2022 that the actual cutoff date is 1/7/2022. I followed up with a phone call to the Regional Government Account Manager, who confirmed the 1/7/2022 cutoff date.

The cutoff date is determined by Ford's schedule to end 2022 production and begin 2023 production.
## PURCHASE REQUEST FORM

**Requestor:** Scott Newsome  
**Date:** 1/06/2022  
**Ship To Location:** Charleston PD

**Department:** Police  
**Division:** Fleet

**SUGGESTED SUPPLIER:** Vic Bailey Ford  
**Address:** 501E Daniel Morgan Ave, Spartanburg, SC, 29304  
**Phone Number:** 864-585-3600  
**Contact Name:** David Vetter

### PURCHASE REQUESTS:

<table>
<thead>
<tr>
<th>Item#</th>
<th>Quantity</th>
<th>Unit</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>2022 Ford F150 Responder, gasoline engine, AWD, automatic transmission, bluetooth, power windows and door locks</td>
<td>$34,071.00</td>
<td>$102,213.00</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>Trailer Tow Package-53A</td>
<td>$1,092.00</td>
<td>$3,276.00</td>
</tr>
<tr>
<td>3</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>Factory installed black Platform Running Boards-18B</td>
<td>$252.00</td>
<td>$756.00</td>
</tr>
<tr>
<td>4</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>Tail Gate Step</td>
<td>$432.00</td>
<td>$1,296.00</td>
</tr>
<tr>
<td>5</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>Rear Window Defogger with Privacy Glass -57Q/924</td>
<td>$320.00</td>
<td>$960.00</td>
</tr>
<tr>
<td>6</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>Rear Wheel Arch Liner-96L</td>
<td>$180.00</td>
<td>$540.00</td>
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<tr>
<td>7</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>Bed Slide Cargo Glide 1000LB Capacity 65-75% Extension</td>
<td>$1,395.00</td>
<td>$4,185.00</td>
</tr>
<tr>
<td>8</td>
<td>3</td>
<td>EA</td>
<td></td>
<td>Fiberglass Bed Cover (Tonneau Cover)</td>
<td>$1,795.00</td>
<td>$5,385.00</td>
</tr>
</tbody>
</table>

10  
11  
12  
13  
14  
15  
16  
17  
18  
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21  
22  
23  
24  
25  
26  
27  
28

**State Tax:** $1,500.00  
**Total:** $120,111.00

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Scott G. Newsome/ Director, Fleet  
Author/ed Approval/Title  
Appropriation Approval

PR1-2016
# LE-6 2022 FORD F150 RESPONDER

## Contract #: 4400027161

**Standard Equipment Included w/F150 Responder Upgrade:**
- 3.5L V-6 EcoBoost Engine
- Power Steering
- Automatic Transmission
- Power Brakes
- A/C
- Cruise Control
- AM/FM Radio
- Cloth 40/blank/40 Front Seats
- Crew Cab 4x4 5 1/2' Pick-Up Body
- Vinyl Rear Bench Seat
- Power Windows and Door Locks
- Heavy Duty Vinyl Floor
- No Front Center Console

**SC State Contract Price:** $34,071.00
**IMF Sales Tax:** $500.00
**Total SC State Contract Price:** $34,571.00

## Additional Available Factory Installed Options:

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>53A</td>
<td>Trailer Tow Package</td>
<td>$1,092.00</td>
</tr>
<tr>
<td>17T</td>
<td>Tow Technology Package - Requires Trailer Tow Package 53A</td>
<td>$2,453.00</td>
</tr>
<tr>
<td>17T</td>
<td>17T Includes 53A Tow Package and 54R Mirrors</td>
<td></td>
</tr>
<tr>
<td>56H</td>
<td>Back Up Alarm</td>
<td>$146.00</td>
</tr>
<tr>
<td>41A</td>
<td>Badger Delete - Removes Rear Police Responder Badge</td>
<td>No Charge</td>
</tr>
<tr>
<td>18B</td>
<td>Factory Installed Black Platform Running Boards</td>
<td>$252.00</td>
</tr>
<tr>
<td>91B</td>
<td>BLIS - Blind Spot Monitoring System w/ Cross Traffic Alert</td>
<td>$767.00</td>
</tr>
<tr>
<td>43S</td>
<td>Power Sliding Rear Window</td>
<td>$672.00</td>
</tr>
<tr>
<td>55B</td>
<td>Box_LINK</td>
<td>$80.00</td>
</tr>
<tr>
<td>17C</td>
<td>Chrome Front and Rear Bumpers (Requires 595 Fog Lamps)</td>
<td>$176.00</td>
</tr>
<tr>
<td>60C</td>
<td>Pre-Collision Assist w/ Pedestrian Detection</td>
<td>$146.00</td>
</tr>
<tr>
<td>942</td>
<td>Daytime Running Lights</td>
<td>$46.00</td>
</tr>
<tr>
<td>41H</td>
<td>Engine Block Heater</td>
<td>$90.00</td>
</tr>
<tr>
<td>595</td>
<td>Fog Lamps</td>
<td>$142.00</td>
</tr>
<tr>
<td>158</td>
<td>Carpeted Floor Covering</td>
<td>$146.00</td>
</tr>
<tr>
<td>47R</td>
<td>Floor Liner - Tray Style w/ Matching Carpeted Floor Mats (Requires Carpeted Floor Covering)</td>
<td>$200.00</td>
</tr>
<tr>
<td>67T</td>
<td>Trailer Brake Controller</td>
<td>$320.00</td>
</tr>
<tr>
<td>19A</td>
<td>Interior Upgrade Package - Full Cloth Seating, Carpeted Floor and Center Console</td>
<td>$598.00</td>
</tr>
</tbody>
</table>

*Note: Shifter is still located on the column w/ 61A.*

**54R/5 Manual Folding, Power Glass Side View Mirrors w/ Heat and LED Security/Approach Lamps $1,072.00**

**54R Mirrors Include 91B BLIS**

**54R/44 Manual Folding, Power Glass Side View Mirrors w/ Heat Turn Signal Call for Pricing**

**50M Interior Work Surface - Requires 61A Interior Upgrade Package $196.00**

**47P Police Engine Idle Feature $250.00**

**61P Power Passenger Seat $296.00**

**57Q/R Rear Window Defroster w/ Privacy Glass $320.00**

**96L Rear Wheel Arch Liner $180.00**

**524 SYNC 4 $326.00**

**61T Tailgate Step $432.00**

**-67P Remove Remote Keyless Entry - Provides Easy to Replace Simple Flat Key $278.00 (deduct)**

### Seating Options:

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>XB</td>
<td>Cloth 40/Console/40 Front Bench Seat</td>
<td>Included in 61A - Interior Upgrade Package</td>
</tr>
</tbody>
</table>

### After Market Installed Options:

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bedliner (Drop-In)</td>
<td></td>
<td>$289.00</td>
</tr>
<tr>
<td>Bedliner (Spray-In)</td>
<td></td>
<td>$525.00</td>
</tr>
<tr>
<td>Bed Mat</td>
<td></td>
<td>$275.00</td>
</tr>
<tr>
<td>Bed Slide CargoGlide</td>
<td></td>
<td>Call for Availability and Quote</td>
</tr>
<tr>
<td>Fiberglass Camper Top</td>
<td></td>
<td>Call for Availability and Quote</td>
</tr>
<tr>
<td>Fiberglass Tonneau Cover</td>
<td></td>
<td>Call for Availability and Quote</td>
</tr>
<tr>
<td>Tri-Fold Hard Lockable Bed Cover (Tonneau Cover)</td>
<td></td>
<td>$880.00</td>
</tr>
<tr>
<td>Warn Zeon 12,000lb Winch &amp; Black Grill Guard w/ Steel Cable - Expect Delayed Delivery</td>
<td>$2,196.00</td>
<td></td>
</tr>
<tr>
<td>Warn Zeon 12,000lb Winch &amp; Black Grill Guard w/ Synthetic Cable - Expect Delayed Delivery</td>
<td>$2,304.00</td>
<td></td>
</tr>
<tr>
<td>Brush Guard for Warn Winch</td>
<td></td>
<td>$425.00</td>
</tr>
<tr>
<td>2&quot; Ball, Receiver Tube and Pin for Frame Mounted Hitch</td>
<td>$45.00</td>
<td></td>
</tr>
<tr>
<td>3 - Ball Hitch</td>
<td></td>
<td>$125.00</td>
</tr>
<tr>
<td>Combo Ball and Pintle Hook w/ 2&quot; Ball</td>
<td></td>
<td>$215.00</td>
</tr>
<tr>
<td>Combo Ball and Pintle Hook w/ 2 5/16&quot; Ball</td>
<td></td>
<td>$215.00</td>
</tr>
<tr>
<td>Adrian Sridge Lid Cross Box</td>
<td></td>
<td>$655.00</td>
</tr>
<tr>
<td>Description</td>
<td>Price</td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>---------</td>
<td></td>
</tr>
<tr>
<td>Adrian Single Lid Cross Box and 2 Each Side Tool Boxes</td>
<td>$1,985.00</td>
<td></td>
</tr>
<tr>
<td>4-Corner Flashing Strobe System (LED Lights)</td>
<td>$695.00</td>
<td></td>
</tr>
<tr>
<td>LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes</td>
<td>$1,195.00</td>
<td></td>
</tr>
<tr>
<td>FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)</td>
<td>$95.00</td>
<td></td>
</tr>
</tbody>
</table>

**Seating Options - All Models:**

<table>
<thead>
<tr>
<th>Model</th>
<th>Option Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>AG</td>
<td>Vinyl 40/20/40 Front Bench Seat</td>
<td>Included</td>
</tr>
<tr>
<td>CG</td>
<td>Cloth 40/20/40 Front Bench Seat</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

**Seating Options - Super/Extended and Super Crew Cab Models Only:**

<table>
<thead>
<tr>
<th>Model</th>
<th>Option Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>AG</td>
<td>Vinyl 40/20/40 Front Bench Seat</td>
<td>Included</td>
</tr>
<tr>
<td>CG</td>
<td>Cloth 40/20/40 Front Bench Seat</td>
<td>$1.00</td>
</tr>
<tr>
<td>WG</td>
<td>Cloth Bucket Seats w/ Center Console (Not Available w/ Regular Cab Models)</td>
<td>$296.00</td>
</tr>
<tr>
<td>SG</td>
<td>Cloth 40/Blank - No Console/40 Front Bench Seat</td>
<td>Included w/ 66S XL SSV Package</td>
</tr>
</tbody>
</table>

**61S - STX Appearance Package Seat Options:**

<table>
<thead>
<tr>
<th>Model</th>
<th>Option Description</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>GB</td>
<td>Unique Sport Cloth 40/20/40 Front Bench Seat</td>
<td>Standard w/ 61S:</td>
</tr>
<tr>
<td>JB</td>
<td>Unique Sport Cloth 40/Conso/40 Front Bench Seat</td>
<td>$296.00</td>
</tr>
</tbody>
</table>

**After Market Installed Options:**

<table>
<thead>
<tr>
<th>Option Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bedliner (Drop-In)</td>
<td>$259.00</td>
</tr>
<tr>
<td>Bedliner (Spray-In)</td>
<td>$450.00</td>
</tr>
<tr>
<td>Bed Mat</td>
<td>$195.00</td>
</tr>
<tr>
<td>Bed Slide CargoGlide 1000lb Capacity 65-70% Extension</td>
<td>$1,395.00</td>
</tr>
<tr>
<td>Fiberglass Camper Top w/ Side and Rear Door Glass</td>
<td>$1,995.00</td>
</tr>
<tr>
<td>Fiberglass Bed Cover (Tonneau Cover)</td>
<td>$1,795.00</td>
</tr>
<tr>
<td>Warn 10,000lb Winch &amp; Black Grill Guard</td>
<td>$2,162.00</td>
</tr>
<tr>
<td>Brush Guard for Warn Winch</td>
<td>$425.00</td>
</tr>
<tr>
<td>2&quot; Ball, Receiver Tube and Pin for Frame Mounted Hitch</td>
<td>$45.00</td>
</tr>
<tr>
<td>Adrian Single Lid Cross Box</td>
<td>$695.00</td>
</tr>
<tr>
<td>Adrian Single Lid Cross Box and 2 Each Side Tool Boxes</td>
<td>$1,985.00</td>
</tr>
<tr>
<td>4-Corner Flashing Strobe System (LED Lights)</td>
<td>$795.00</td>
</tr>
<tr>
<td>LED Mini-Light Bar (Amber/Clear) Roof Mounted w/ 4-Corner LED Strobes</td>
<td>$1,095.00</td>
</tr>
<tr>
<td>Decals and Markings</td>
<td>Call for Quote</td>
</tr>
<tr>
<td>Adrian Steel SB Series Cab Over Ladder Rack (Painted Black)</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit)</td>
<td>$95.00</td>
</tr>
<tr>
<td>1300lb Tommy Gate</td>
<td>Call for Quote</td>
</tr>
<tr>
<td>Privacy Glass - Aftermarket Installed</td>
<td>$135.00</td>
</tr>
<tr>
<td>Measures &amp; Capacities</td>
<td>Requirement</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Doors - Min. #</td>
<td>4 full doors</td>
</tr>
<tr>
<td>Drive Type</td>
<td>4x4 per state spec, with auto locking hubs, positive traction/limited slip differential</td>
</tr>
<tr>
<td>Engine - Cylinders</td>
<td>V6</td>
</tr>
<tr>
<td>Engine - Fuel Type</td>
<td>Regular: Unleaded</td>
</tr>
<tr>
<td>Engine - Litters (Min.)</td>
<td>3.5L</td>
</tr>
<tr>
<td>Engine - Min. Horsepower</td>
<td>395</td>
</tr>
<tr>
<td>Engine - Min. Torque (ft.lbs.)</td>
<td>495</td>
</tr>
<tr>
<td>GVWR - Min/Max (lbs.)</td>
<td>6800/7350</td>
</tr>
<tr>
<td>Keys</td>
<td>3 (see std. specs)</td>
</tr>
<tr>
<td>Passengers - Min. #</td>
<td>5</td>
</tr>
<tr>
<td>Payload - Min. (lbs.)</td>
<td>1800</td>
</tr>
<tr>
<td>Towing - Min. (lbs.)</td>
<td>6500</td>
</tr>
<tr>
<td>Transmission Type</td>
<td>Automatic 10 speed, with HD Trans. Cooler</td>
</tr>
<tr>
<td>Transmission Type</td>
<td>Automatic with HD cooler</td>
</tr>
<tr>
<td>Vehicle Height - Min. (in.)</td>
<td>73</td>
</tr>
<tr>
<td>Vehicle Length - Min./Max. (in.)</td>
<td>227/235</td>
</tr>
<tr>
<td>Vehicle Wheelbase - Min./Max. (in.)</td>
<td>139/148</td>
</tr>
<tr>
<td>Vehicle Width - Min. (in.)</td>
<td>78</td>
</tr>
<tr>
<td>Alternator Amos (Min)</td>
<td>220</td>
</tr>
<tr>
<td>Minimum Top Speed</td>
<td>115 mph</td>
</tr>
</tbody>
</table>

NOTE: Vendors must complete all blocks highlighted in BLUE below. Failure to complete ALL blocks highlighted in BLUE may deem your offer non-responsive.

NOTE: If Add is Included in the base price enter $0.00 in the BLUE cell below and indicate "standard" in cell. Use the GREEN cell below also to indicate whether an Add or Deduct requires an additional Add or Deduct for the Spec.
<table>
<thead>
<tr>
<th>Suspension</th>
<th>HD Pursuit-rated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factory-Std. Solar Glass</td>
<td>Required if privacy glass spec deleted</td>
</tr>
<tr>
<td>Privacy Glass (per state spec)</td>
<td>Required w/deduct option</td>
</tr>
<tr>
<td>Radio Noise Suppression</td>
<td>Required (see std. specs)</td>
</tr>
<tr>
<td>Rearview/Backing Camera</td>
<td>Required</td>
</tr>
<tr>
<td>Seating Configuration</td>
<td>Front: Bucket, Rear: Foldable Bench</td>
</tr>
<tr>
<td>Seating Construction</td>
<td>Front: Cloth, Rear: Vinyl</td>
</tr>
<tr>
<td>Spare Tire</td>
<td>Full Size</td>
</tr>
<tr>
<td>Steps/Running Boards</td>
<td>See Std. Specs</td>
</tr>
<tr>
<td>Adjustable Steering Column</td>
<td>Required</td>
</tr>
<tr>
<td>Tires</td>
<td>All-Terrain, LT265/70R18C</td>
</tr>
<tr>
<td>Tire Pressure Monitoring System</td>
<td>Required</td>
</tr>
<tr>
<td>Tow Package (per state spec)</td>
<td>Required</td>
</tr>
<tr>
<td>Transmission - Additional Requirement</td>
<td>Prevention of driver manually shifting to lower gear at high speeds</td>
</tr>
<tr>
<td>Red/white task lighting in overhead console</td>
<td>Required</td>
</tr>
</tbody>
</table>

**DELIVERY INFORMATION**

Distance from Dealership to SFM Delivery Point (In Miles) | 10
Amount of Base Price Allocated to Delivery to SFM | $20.00

Price Per Mile Contractor May Charge | $2.00

This field will automatically populate from the Delivery Information entered above.

Enter the days ARO in the BLUE cell

DAYS ARO: | 160

**PRICE CALCULATIONS**

(These cells automatically populate)

Base Price: $34,071.00
Total of All ADDS: $2,884.00
25% of all ADDS: $721.00
Total of All DEDUCTS: $0.00
25% of All DEDUCTS: $0.00
Evaluated Amount: $34,792.00

ENTER THIS AS YOUR BID IN $
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree DEPT. Information Technology
SUBJECT: RENEWAL OF ADOBE SOFTWARE ENTERPRISE CLOUD LICENSING AGREEMENT.
REQUEST: APPROVAL TO RENEW ADOBE SOFTWARE ENTERPRISE CLOUD LICENSING AGREEMENT FOR CITY COMPUTERS. NATIONAL IPA TECHNOLOGY SOLUTIONS CONTRACT #: 2018011-01

COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022

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

<table>
<thead>
<tr>
<th>Dept.</th>
<th>Information Technology</th>
<th>Procurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
<td>[Signature of individual completed]</td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following:

Dept./Div.: IT
Account #: 161000-52206

Balance in Account: $3,298,691.81 Amount needed for this item: $64,306.68

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

NOTES: This agreement is required to renew licensing and support for all Adobe software products used by City staff for document and report development, web content development and presentation material. Includes Acrobat Pro, Creative Cloud, InDesign, PhotoShop, and Illustrator. Total of 205 different licenses.

CFO's Signature: [Signature]
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.
DEAR WES RATTERREE,

Thank you for considering CDW*G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

<table>
<thead>
<tr>
<th>QUOTE #</th>
<th>QUOTE DATE</th>
<th>QUOTE REFERENCE</th>
<th>CUSTOMER #</th>
<th>GRAND TOTAL</th>
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</thead>
<tbody>
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<td>ADOBE RENEWAL</td>
<td>1956925</td>
<td>$64,306.68</td>
</tr>
</tbody>
</table>

IMPORTANT - PLEASE READ

Special Instructions: VIP# 12D092E76FA057BC3F5A
Type Team
Anniversary Date February 5, 2022
Market Segment Government
Managed by Missy Martinez
Membership Status VIP Select - Level 14

QUOTE DETAILS

<table>
<thead>
<tr>
<th>ITEM</th>
<th>QTY</th>
<th>CDW#</th>
<th>UNIT PRICE</th>
<th>EXT. PRICE</th>
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<tr>
<td>Contract: National IPA Technology Solutions (2018011-01)</td>
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<tr>
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<td></td>
</tr>
<tr>
<td>Contract: National IPA Technology Solutions (2018011-01)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Adobe Creative Cloud for teams - All Apps - Subscription Renewal - 1 user
  Mfg. Part#: 65304042BC14A12                                        | 28  | 5858009| $835.02    | $23,380.56 |
| Electronic distribution - NO MEDIA                                  |     |        |            |            |
| Contract: National IPA Technology Solutions (2018011-01)             |     |        |            |            |
| Adobe InDesign CC for teams - Subscription Renewal - 1 user         | 10  | 5858767| $375.37    | $3,753.70  |
| Mfg. Part#: 65304058BC14A12                                        |     |        |            |            |
| Electronic distribution - NO MEDIA                                  |     |        |            |            |
| Contract: National IPA Technology Solutions (2018011-01)             |     |        |            |            |
| Adobe Illustrator CC for teams - Subscription Renewal - 1 user      | 5   | 5868958| $375.37    | $1,876.85  |
| Mfg. Part#: 65304052BC14A12                                        |     |        |            |            |
| Electronic distribution - NO MEDIA                                  |     |        |            |            |
| Contract: National IPA Technology Solutions (2018011-01)             |     |        |            |            |

PURCHASER BILLING INFO

SUBTOTAL $58,996.95
Billing Address:
CITY OF CHARLESTON
ACCOUNTS PAYABLES
PO BOX 853
CHARLESTON, SC 29402-0853
Phone: (843) 724-3716
Payment Terms: Net 30 Days- Govt State/Local

DELIVER TO
Shipping Address:
CITY OF CHARLESTON POLICE RADIO DIV
IT
1950 MILFORD ST BLDG 4
CHARLESTON, SC 29405-9340
Shipping Method: ELECTRONIC DISTRIBUTION

SHIPPING
$0.00

SALES TAX
$5,309.73

GRAND TOTAL
$64,306.68

Please remit payments to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Lease Options:

<table>
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<th>FNV TOTAL</th>
<th>FNV LEASE OPTION</th>
<th>BO TOTAL</th>
<th>BO LEASE OPTION</th>
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<tbody>
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<td>$1,581.71/Month</td>
<td>$58,996.95</td>
<td>$1,827.14/Month</td>
</tr>
</tbody>
</table>

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company’s business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW’s Terms and Conditions of Sales and Service Projects at http://www.cdw.com/content/terms-conditions/product-sales.page
For more information, contact a CDW account manager

© 2022 CDW® LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.888.4239
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Matt Fountain / Andrew Jones DEPT. Stormwater Management
SUBJECT: HUGER STREET DRAINAGE IMPROVEMENTS PHASE II-PUMP STATION FEMA HMGP GRANT APPLICATION

REQUEST: Approval to submit the FEMA HMGP Grant Application for the design and construction of a pump station at the intersection of Huger and King Street. Total funding request of $9,582,143.00 (Federal Share-$7,186,607.25, City Match-$2,395,535.75), with a cost share of 75/25.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022

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

CPR Committee Chair [ ] N/A [ ]
Corporate Counsel [ ] [X]
Dir. of SW Management [X] [ ]
MBE Manager [ ] [ ]

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept/Div SW Mgmt-Project Mgmt Acct #
Balance in Account $2,395,535.75 Amount needed for this item $2,395,535.75

NEED: Identify any critical time constraint(s). Application deadline of Feb. 1, 2022

CFO’s Signature: [Signature]

FISCAL IMPACT: Funding for this Grant Match in the amount of $2,395,535.75 will come from the Drainage Fund.

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 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
Project S31: Pre-Application #1
Routing in Progress: State Review (Step 2 of 3)

Pre-Application Summary

This form is used to provide preliminary project information in order to determine if there is a reasonable chance of eligibility. If approved, a full Application form is then completed.

Title: City of Charleston: King Street Flood Pump Station Project

Total Cost: $9,582,143.00

Workflow Summary

Current Step: 2) State Review
Description: Project Pre-Applications submitted to the State for approval.

Recipients: Karen Brack, Candice Shealey, Charlotte Foster, Lindsey McCoy, Jason Romlein, Kimberly Garvin, Jack Gregory, HMGP Specialist (Program Lead)

Last Advanced: Nov 3, 2021 at 3:18 PM by Sarah Fichera

Submission: Nov 3, 2021 at 3:18 PM by Sarah Fichera

Grant

4492 COVID-19
Hazard Mitigation Grant Program
Declared: August 5, 2021

Applicant

Charleston, City Of
Name (Legal): City Of Charleston Charleston County (3 Region)
FIPS: 019-13330-00
FEIN #: 57-6000226
Vendor #: 7000142192
DUNS #: 077990788
Type: Municipality
Physical/Mailing: 116 Meeting Street
Charleston, SC, 294010304

Project

F # S #31
City of Charleston: King Street Flood Pump Station Project
LFR Minor Localized Flood Reduction Projects
Project POP Deadline:
Eligible: $0.00
Federal: $0.00 (75%)
Un-Expended Eligible:
$9,582,143.00
Form

Project Overview

Grant: 4492 COVID-19

Category: LFR - Minor Localized Flood Reduction Projects

Project Title: City of Charleston: King Street Flood Pump Station Project

Primary Contact: Sarah Fichera - Grant Writer

Email Address: ficheras@charleston-sc.gov
Phone: 843-720-2535

Alternate Contact: Cherrie-Ann Caton - Grants Compliance Manager

Email Address: catonc@charleston-sc.gov
Phone: 843-965-4055

Authorized Contact: Amy Wharton - Chief Financial Officer

Email Address: whartona@charleston-sc.gov
Phone: 843-579-7596

Community Information

Does the community have a local adopted Hazard Mitigation Plan? Yes
Date of Plan Approval: Mar 28, 2019

Does the community participate in the NFIP? Yes
NFIP Number: 455412

Does the community have land use zoning? Yes
Does the community have building codes? Yes

Building Code Development and Enforcement:

The City of Charleston enforces building codes that align with the best practices in the field to protect public health and safety. The City's Divisions of Building Inspections and Floodplain Management oversee various building code development and enforcement activities. Activities include the enforcement of International Building Codes, the adoption of South Carolina Building codes, and the City of Charleston Code of Ordinances. All of these building codes pertain to new building construction and alterations to existing buildings during the plan review and inspection processes. The Building Inspections Division is responsible for issuing all permits related to the construction of commercial and residential projects within the City of Charleston. The Floodplain Management Division oversees the enforcement of the Flood Hazard Prevention ordinance specifying freeboard requirements to mitigate future flood-related damage. Floodplain Management also worked to develop a Five-Year Cumulative Substantial Damage and Improvement requirement. The purpose of this requirement is to document multiple instances of damage and improvement per site area to inform decision-making regarding mitigation activities.

Describe building code development and enforcement activities from the last five years; identify existing problems and/or successes.
The intersection of Huger Street and King Street has been subjected to flooding following major rainfall events for years. This flooding has prevented the passage of vehicular traffic and has caused significant property damage in the past. During major rain events, parts of the intersection have experienced flood inundation depths near 2-3 feet.

In October 2018, Johnson, Mirmiran & Thompson (JMT) completed and submitted a drainage basin study to the City addressing the current challenges and recommendations on how to improve the drainage in and around the Huger Street and King Street intersection, including upsizing portions of the conveyance system and installing a pump station to manage the run-off of major rainfalls.

From the October 2018 study, the City is moving forward with implementing drainage improvements to the basin including increasing storage in the area, upsizing select existing conveyance systems, and building a pump station to handle the flow from significant storm events. The work will be conducted in two phases: Phase 1 improvements are in preparation for the pump station that will be installed during Phase 2. Phase 1 construction began in June 2021 and is anticipated to last for four to five months.

The King Street Flood Pump Station Project involves the construction of a stormwater storage feature that will include a new pump station. The pump station is designed to provide additional capacity to the existing drainage system by relieving the existing gravity system currently in place during significant storm events. It is anticipated that the pump station will be able to increase flow out of the intersection of King Street and Huger Street by 70,000 gallons per minute and also increase the storage capacity. This will relieve the busy intersection and significantly reduce the flooding impacts that it has historically experienced. Benefits of flood mitigation include the accessibility of roadways for emergency vehicles, public transportation, and commuters; accessibility of an evacuation route during severe flood events; protection of property, businesses, schools, churches, and fire stations; and enhancement of quality of life for residents and LMI residents in the project area.

Estimated Budget

Note: Amounts to be rounded to nearest dollar value.

Total Cost: $ 9,562,143
Federal Share: 75% ($7,186,607.25)

By Percent

Subgrantee Share: $2,395,536

Amount the subgrantee will contribute

Funding Source for Subgrantee Funds: City of Charleston Funds

Remaining Funds: $0

Funding Source for Remaining Funds: N/A
Project S31: Application - City of Charleston: King Street Flood Pump Station Project
Routing in Progress: Applicant Submission (Step 1 of 7)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: City of Charleston: King Street Flood Pump Station Project

Total Project Cost: $0.00

Eligible Amount: $0.00

Funding Sources:
- Federal - $0.00
- State - $0.00
- Local - $0.00

Subrecipient Management Cost: $0.00

FEMA Obligation Data:
- Federal Number - < no value >
- Date of Obligation Letter - < no value >
- CATEX Comments - < no value >
- Project POP Date - < no value >

Related Links: View Pre-Application, View Project

Workflow Summary

Current Step: 1) Applicant Submission
Description: Applicant develops project application.

Recipients: HMGP Specialist (Program Lead)

Submission: Nov 4, 2021 at 3:11 PM by Charlotte Foster

Grant

4492 COVID-19 Hazard Mitigation Grant Program
Declared: August 5, 2021

Applicant

Charleston, City Of
Name (Legal): City Of Charleston Charleston County
(3 Region)
FIPS: 019-13330-00
FEIN #: 57-6000226
Vendor #: 7000142192
DUNS #: 077990786
Type: Municipality
Physical/Mailing: 116 Meeting Street
Charleston, SC, 294010304

Project

F # S #31
City of Charleston: King Street Flood Pump Station Project
LFR Minor Localized Flood Reduction Projects
Project POP Deadline:
Eligible: $0.00
Federal: $0.00 (75%)
Un-Expended Eligible: $9,582,143.00

https://screcoverygrants.org/app/?print=Tabsummary,"Tabform,"Tabform .subpage:not(.hiddentab)&includeNotes=false#72756?i#form 1/15
Introduction

Summary Information

Grant: 4492 COVID-19
Project Type: Minor Localized Flood Reduction Projects
Title: City of Charleston: King Street Flood Pump Station Project

Used to help identify the project. Ex: "St Thomas Bridge Reinforcement"

Primary Contact: Sarah Fichera - Grant Writer
Email Address: ficheras@charleston-sc.gov
Phone: 843-720-2535

Alternate Contact: Cherrie-Ann Caton - Grants Compliance Manager
Organization: Charleston, City Of
Email Address: catonc@charleston-sc.gov
Phone: 843-965-4055

Authorized Contact: Amy Wharton - Chief Financial Officer
Organization: City of Charleston
Email Address: whartona@charleston-sc.gov
Phone: 843-579-7596

Planning Requirement

For all disasters declared after November 1, 2004, a community must have a FEMA approved Local Hazard Mitigation Plan in order to be eligible for HMGP.

Date of Plan Approval: Mar 28, 2019
Title of Applicant/Community
Local Hazard Mitigation Plan:

Mitigation Plan reference:
Identify the section and page in the FEMA approved Local Hazard Mitigation Plan where the project is included (For example: Section 2, Page 12)

Plan Narrative:
Describe how project is consistent with the risk assessment, goals and actions in plan. Please include copy of page where project is included

Is the community a member of good standing with the National Flood Insurance Program (NFIP)?
Yes

Date Established:

NFIP Number:
455412

Property Located in SFHA?
No

Is the community a member of the Community Rating System (CRS)?
Choose One
History of Hazards

Past Damages

In this section, describe all past damages from hazardous events (include name of storms if applicable) in the project area. Include Presidentially declared disasters as well as events that did not result in a Presidential declaration.

- For assistance, reference the NOAA's National Climatic Data Center here:
  http://www.ncdc.noaa.gov/stormevents/
- Damages described must impact the area in the scope of the proposed project.
- Include information for as many past incidents as possible.
- Attach any supporting documents, i.e. proofs of loss, PWs, force account logs.
- Direct costs should include damages to structures and infrastructure in the project area as a result of the hazard.
- Indirect costs should include the cost to the local government to respond to victims of the hazard in the project area, any interruption to local businesses, and losses of public services.
- For Acquisitions and Elevations, provide an overview of the hazards in this section. To reflect property specific damages please include property specific damage information in the Documents section of the application.

Use the below table to describe past events (by date) that resulted in damage; describe damages, including direct and indirect damages and costs.

<table>
<thead>
<tr>
<th>Date</th>
<th>Duration (days)</th>
<th>Loss</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Additional Comments:  
Provide any additional details regarding past events.

Population Affected:  
Residential Properties  
Businesses / Commercial Properties  
Public Properties  
School / Hospitals / House of Worship  
Total  

Provide the number of each type of structure listed above in the project area. Include all structures in the project area.
Primary Lifeline Mitigated: Select One

Primary Hazard Mitigated: Select One

Level of Protection:

Fill in the level of protection the proposed project will provide. List data in Flood Levels (10, 25, 50, 100 mph winds) or Mercalli Scale Earthquake (1-12). For example: 23 Structures protected against the 100-year (1%) flood.

Useful Life of the Project: years

Number of years proposed project will provide protection against the hazard(s) above.
Scope of Work

Description of the Problem:
The intersection of Huger Street and King Street has been subjected to flooding following major rainfall events for years. This flooding has prevented the passage of vehicular traffic and has caused significant property damage in the past. During major rain events, parts of the intersection have experienced flood inundation depths near 2-3 feet.

In October 2018, Johnson, Mirmiran & Thompson (JMT) completed and submitted a drainage basin study to the City addressing the current challenges and recommendations on how to improve the drainage in and around the Huger Street and King Street intersection, including upsizing portions of the conveyance system and installing a pump station to manage the run-off of major rainfalls.

From the October 2018 study, the City is moving forward with implementing drainage improvements to the basin including increasing storage in the area, upsizing select existing conveyance systems, and building a pump station to handle the flow from significant storm events. The work will be conducted in two phases: Phase 1 improvements are in preparation for the pump station that will be installed during Phase 2. Phase 1 construction began in June 2021 and is anticipated to last for four to five months.

Describe the specific problem the proposed project is intended to alleviate

Scope of Work: Description of the Solution & Mitigation Proposed:

Describe the proposed scope of work to accomplish this project
The King Street Flood Pump Station Project involves the construction of a stormwater storage feature that will include a new pump station. The pump station is designed to provide additional capacity to the existing drainage system by relieving the existing gravity system currently in place during significant storm events. It is anticipated that the pump station will be able to increase flow out of the intersection of King Street and Huger Street by 70,000 gallons per minute and also increase the storage capacity. This will relieve the busy intersection and significantly reduce the flooding impacts that it has historically experienced. Benefits of flood mitigation include the accessibility of roadways for emergency vehicles, public transportation, and commuters; accessibility of an evacuation route during severe flood events; protection of property, businesses, schools, churches, and fire stations; and enhancement of quality of life for residents and LMI residents in the project area.

Describe, in detail, the proposed project. Also, explain how the proposed project will solve the problem(s) and provide the level(s) of protection described above. If any other projects are underway or proposed in the project area, please describe. Also describe any planned, future development in the project area. Please include building code requirements for new development and substantial improvements in the community.
Costs

Cost Line Items

Please specify any project costs that aren’t worksheet or site-specific (since those costs will be specified in the individual worksheets).

Phased Project: No

If this project is to be done in 2 phases: A and B.

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Pre-Award</th>
<th>Total</th>
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</table>

Strategic Funds Management Initiative

Does this project qualify for SFM? No

Subrecipient Management Cost

Will your agency take part in the Subrecipient Management Cost Program? Select One

Funding Sources

Method: ⃝ By Percent ☐ By Amount

Funding Source / Other Agency

Estimated FEMA Share: 75 % $0.00

Estimated State Share: % $0.00
Non-Federal Share -
Estimated Local Share
(Include In-Kind Value):

Total Allocated:

Subrecipient Management Cost Amount:

Cost Effectiveness:

Benefit Cost Ratio

Is Used:

Total Project Benefit:

Benefit Cost Ratio:
Timeline

Project Milestones

Total # of weeks for entire project:

List the major milestones in this project. The state requires 90-day period milestones.

- Example 1: Demolition of 6 structures and removal of debris, 1-90 Days
- Example 2: Design, Engineering and H & H Studies, 91-180 Days

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Start Day</th>
<th>End Day</th>
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</table>
Alternatives

List two feasible alternative projects to mitigate the hazards faced in the project area. One alternative is the "No Action Alternative" (section A). This application cannot be reviewed if this section is incomplete.

A. No Action Alternative

Impacts with No Action

Discuss the impacts on the project area if no action is taken.

B. Other Feasible Alternative

Discuss a feasible alternative to the proposed project. This could be an entirely different mitigation method or a significant modification to the design of the current proposed project. Please include scope of work, engineering details (if applicable), estimated budget and the impacts of this alternative.

Other Feasible Project Description and Scope of Work:

Other Feasible Project Location:

Attach a map or diagram showing the alternative site in relation to the proposed project site and photographs of alternative site.

Funding Sources

Round figures to the nearest dollar. The maximum FEMA share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but those funds cannot be used as match. Federal funds which lose their Federal identity at the State level (such as CDBG, ARS, HOME,.) may be used for the State or Local match.

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<thead>
<tr>
<th>Funding Source / Other Agency</th>
<th>Amount</th>
<th>% of Total</th>
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</thead>
<tbody>
<tr>
<td>Estimated FEMA Share</td>
<td>$</td>
<td>%</td>
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<tr>
<td>Estimated Other Agency Share</td>
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<tr>
<td>Non-Federal Share - Estimated Local Share (Include In-Kind Value)</td>
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<tr>
<td>Other Non-FEMA Federal Funds (Do Not Include In Total)</td>
<td>$</td>
<td>%</td>
</tr>
</tbody>
</table>

Upload non-Federal share commitment letter(s).
Impacts of Other Feasible Alternative Project:

Reason for Rejecting Other Feasible Alternative:

Include comments on these issues: Environmental Justice, Endangered Species, Wetlands, Hydrology (Upsream and Downstream Impacts), Floodplain/ Floodway, Historic Issues, Hazardous Materials.
Agreements

A. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign and attach the following agreement prior to submitting their application to FEMA.

NOTE: those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.

Download Agreement Template

B. Applicant Certifications

Each applicant whose proposed project involves elevation of one or more residential structures or relocation or acquisition and demolition of such structures must sign and attach the following certifications.

Download Agreement Template
TO: John J. Tecklenburg, Mayor  
FROM: Rodney Porter / Andrew Jones DEPT. Parks – Capital Projects  
SUBJECT: 2022 PARD GRANT APPLICATION-FREDDIE HARBORVIEW / FORT JOHNSON PARK PLAYGROUND  
REQUEST: Approval for an after the fact grant application for the 2022 Park and Recreation Development (PARD) Grant to replace the current playground equipment and install new structures. Requested funding of $27,444.37 with a 20% City Match of $6,861.09.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022

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

- CPR Committee Chair
- 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 #

Balance in Account $6,861.09 Amount needed for this item $6,861.09

PROJECT NUMBER: CP2111

NEED: Identify any critical time constraint(s). Deadline for this grant application is January 14, 2022.

FISCAL IMPACT: City Match of $6,861.09 will come from 523000-52435 Maintenance, Playground Equipment.

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.
MEMORANDUM

TO: Charleston City Council
FROM: Rodney H. Porter, PLA
Department of Parks
RE: Harborview Road / Fort Johnson Road Playground
PARD Grant
DATE: January 12, 2022

Please let this memo serve notice of explanation of why the PARD Grant application is being requested for Council approval after the application has been submitted. For as many years this grant deadline has fallen just after the holidays. The grant applications are received in the fall and determining which park the grant will fund and obtaining all documentation often pushes the submittal to the deadline limit.

The PARD Grant is also unique in that funds are already allocated to the City for park improvements and the application is simply a formal process of explaining how the funds will be handled. The City must provide a 20% match to the funds which will come out of the Facilities playground budget.

Please let me know if there are any other items of concern about the late submittal of this application for approval by City Council.
January 7, 2022

Mr. David Bennett  
South Carolina Parks, Recreation & Tourism – Executive Director  
861 Riverland Drive  
Charleston, SC 29412

Dear David,

Please find attached to this cover letter two copies of the 2022 PARD Project Application for the proposed project, Playground at Haborview / Fort Johnson Park.

The City of Charleston Department of Parks is very excited about the opportunities that PARD brings to our parks and looks forward to this valuable assistance in improving our public spaces. We know the impact that a PARD grant makes on our parks. We look forward to similar impacts with the playground at Haborview / Fort Johnson Park.

Please let me know if there is any additional material that needs to be included with this application package or if there are any questions or concerns regarding the application.

Kind regards,

Rodney H. Porter, PLA  
Sr. Landscape Architect  
Department of Parks  
City of Charleston
Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

City of Charleston

Commercial name/disregarded entity name, if different from above

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC
☐ Corporation S
☐ Corporation C
☐ Partnership
☐ Trust/estate

Limited liability company. Enter the tax classification (LLC, corporation, etc.) Of the limited liability company.

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Check the appropriate box if you are a United States person or are legally considered a United States person.

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 304
City, state, and ZIP code
Charleston, SC 29402

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I. If Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number: To Give the Requester for guidelines on whose number to enter.

Social security number

Or

Employer Identification number

5 7 6 0 0 0 2 2 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Signature of U.S. person

Deputy Chief Financial Officer
City of Charleston

Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

• Form 1099-DIV (dividends, including those from stocks or mutual funds)
• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
• Form 1099-S (stock or mutual fund sales and certain other transactions by brokers)
• Form 1099-S (proceeds from real estate transactions)
• Form 1099-K (merchant card and third party network transactions)
• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
• Form 1099-C (canceled debt)
• Form 8967 (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester, if you are subject to backup withholding. See What is backup withholding, later.
SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION & 
TOURISM PARK AND RECREATION DEVELOPMENT FUND

PROJECT APPLICATION

I. General Information

Project Sponsor ___ City of Charleston, Department of Parks ____________________________

Mailing Address ___ 823 Meeting Street ____________________________________________

____ Charleston, SC 29403 _______________________________________________________

Email porterr@charleston-sc.gov ___________________________ Zip ___ 29403 __________

Contact Person ___ Rodney H. Porter, PLA __________________________________________

Phone Number ___ (843)724-7322 ___________ Fax ___ (843)724-7300 ________________

Project Name ___ Playground at Harborview / Forth Johnson Park ___________________

County ___ Charleston __________________________________________________________

Federal Identification Number ___ 57-6000226 ______________________________________

Congressional District # ___ 1 ________ PARD Class ___ A ____________________________

Amount of Funds Requested ___ $27,444.37 ________________________________________

II. Project Description

This project will include the following work categories (Check the appropriate categories):

___ X ___ Development of New Facilities ___ X ___ Renovation of Existing Facilities

_____ Planning

This project will include the following specific work elements (Check the appropriate elements):

_____ Athletic Fields _____ Athletic Courts _____ Multi-Purpose Courts

_____ Picnic Facilities _____ Swimming Facilities _____ Trails

_____ Boating/Fishing Facilities _____ Indoor Facilities

_____ Support Facilities _____ Consultant Services

___ X ___ Other (describe) _____ Expansion of playground equipment (including new play structures),

safety surfacing, and site work required for installation.
III. Narrative Description
Describe in sufficient detail the work to be accomplished under this project and how the work will be accomplished.

Harborview / Fort Johnson Park, built in 1997, is located on James Island at the corner of Harborview Road and Fort Johnson Road. The park features two tennis courts, a playground, a small pathway, and open grass area for play.

Adjacent to the park is a new traffic circle at the junction of Harbor View Road, Fort Johnson Road, Sterling Drive, and entrance into Holy Cross Cemetery. The traffic circle provides an easy pedestrian and cyclist connection to the park which has increased the park usage opportunities.

The playground is located along the western edge of the park. It is entirely surrounded by a concrete pathway. The play elements include a 2-5 age play structure and a small tot swing. Adjacent to the park is a large oak tree and wooded area which provides some shade during the course of the day.

This grant will provide for expanded play opportunities. Introduction of inclusive play equipment will aid multi-sensory play, provide welcoming social environments, and encourage play for all ages. New play structures will have engineered wood fiber surfacing with an expanded border system. Plans for the new playground equipment will be developed in consultation with interested neighbors and programming staff familiar with the site.

Construction, permitting and bidding will be developed by City staff as required. Work will be accomplished through contracts awarded to qualified contractors/vendors through the City’s standard procurement process. The removal of the existing play equipment will be handled through internal Department of Parks forces. Installation of the new play structure will be performed by an outside contractor. We anticipate the design, fabrication and installation to require approximately four months.

IV. Proposed Site Location
A. Park Name: Harborview / Fort Johnson Park
B. Physical address of proposed site: 625 Harbor View Road, Charleston, SC 29412
C. Latitude and Longitude (degrees/minutes/seconds/dir) of proposed site: 32°44′26.358″N, 79°55′01.55″W
D. Pictures (color) 8 ½ x 11 of the proposed site before development or renovation. See Attachment
E. Project Location Map. See Attachment

V. Time Table
Give a proposed time table for the accomplishment of this proposed work:
- 1Q 2022: Begin in-house work on design and community outreach on design, funding agreement approval, plan finalization. Award contract(s).
- 2Q 2022: Remove old play equipment. Implement work on site.
VI. Proposed Budget Breakdown for the Project:

- Develop plans and specifications --
- Solicit Bids --
- Site Preparations, remove old equipment --
- Play equipment, including installation $34,305.46

Total Budget: $34,305.46

PARD Funding request: $27,444.37
Cash Match (20%): $6,861.09
Total Funding: $34,305.46

ADDITIONAL REQUIRED APPLICATION MATERIAL

Project Location Map - Provide a map showing the location of each project site. The map(s) is to be in **sufficient detail** (or written directions) so that the site(s) can be found without additional assistance. (*Please remember we are not from your area*). **SEE ATTACHMENT “A”**.

Copy of the appropriate deed or lease/joint use agreement for each proposed site. **SEE ATTACHMENT “B”**.

Provide an **original** document showing the endorsements of the County’s Legislative Delegation showing a weight factor of more than 50%. **SEE ATTACHMENT “C”**.

Historical Significance Certification Form. **SEE ATTACHMENT “D”**.

Pictures (color) 8½ x 11 of the proposed site before development or renovation. **SEE ATTACHMENT “E”**.
LOCATION MAP

SC 30 / James Island Connector to Harbor View Road. Harbor View Road east towards Fort Johnson Road (+/ - 2.5 miles). Parking lot located off Harbor View Road. Playground located adjacent to tennis courts.
STATE OF SOUTH CAROLINA  )
COUNTY OF CHARLESTON    ) DEED TO REAL REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS that Clear View Plaza
Associates, in the State aforesaid, in consideration of the sum
of Two Hundred Seventeen Thousand and No/100 ($217,000.00)
Dollars, to it in hand paid at and before the sealing of these
presents by the City of Charleston in the State aforesaid,
the receipt whereof is hereby acknowledged, have granted,
bargained, sold and released, and by these Presents do grant,
bargain, sell and release unto the said City of Charleston, its
successors and assigns forever the following described property
to wit:

ALL that piece, parcel or tract of land, lying and
being on James Island in the County of Charleston,
State of South Carolina, and shown and designated as
"4.830 ACRES" on a plat entitled "A BOUNDARY SURVEY OF
A 4.830 AC. TRACT OF LAND OWNED BY MARGARET S. BROWN
LOCATED ON JAMES ISLAND CHARLESTON COUNTY, S.C."
prepared by Southeastern Surveying, Inc., dated
November 2, 1988, and revised January 4, 1989, and
recorded in the RMC Office for Charleston County in
Plat Book BU at Page 56. Said tract having set size,
shape, outlots and bounding measuring and containing
as will be seen by reference to said plat above
mentioned which plat is incorporated herein by this
reference.

SUBJECT to any and all restrictions, easements or
rights of ways heretofore granted the above described
property recorded in the RMC Office for Charleston
County.

BEING a portion of the premises conveyed to Clear View
Plaza Associates by deed of Margaret S. Brown, dated
January 12, 1989 and recorded January 12, 1989 in Book
D 181 at page 458 in the RMC Office for Charleston
County.

TMS NO.: 454-06-00-157
GRANTEE'S ADDRESS:  
P.O. Box 304  
Charleston, SC 29402

TOGETHER with all and singular, the Rights, Members,  
Hereditaments and Appurtenances to the said Premises beginning  
or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all singular, the said Premises  
before mentioned unto the said City of Charleston, its  
successors and Assigns forever.

AND it does hereby bind itself, its successors and  
Assigns Executors and Administrators, to warrant and forever  
defend, all and singular, the said Premises unto the said City  
of Charleston, its successors and Assigns, against itself and  
its successors and Assigns, and all persons whomsoever lawfully  
claiming or to claim the same or any part thereof.

WITNESS its Hands and Seals this 14th day of  
February, in the year of our Lord one thousand nine hundred and  
Nineteen and in the two hundred and fourteenth  
year of the Sovereignty and Independence of the United States of  
America.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

CLEAR VIEW PLAZA ASSOCIATES  
BY RBN ASSOCIATES, ITS GENERAL PARTNER

BY: _____________________________  
Rufus C. Bannister, Jr.  
General Partner

BY: _____________________________  
Robert M. Baldwin  
General Partner
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

BEFORE ME personally appeared the undersigned witness and made oath that s/he saw the within named CLEAR VIEW PLAZA ASSOCIATES*BY Rufus C. Barkley, Jr., a General Partner/*Robert M. Baldwin, a General Partner, and Nella Barkley Schools, a General Partner, sign, seal, and as their act and deed, deliver the within Deed; and that s/he with the other witness above subscribed, witnessed the execution thereof.

* By his Attorney in fact, J. Miles Barkley

SWORN to before me this 1st day of February, 1990

* RBM Associates, Its General Partner

Notary Public for South Carolina

My Commission expires: 11/28/97
STATE OF SOUTH CAROLINA 

COUNTY OF CHARLESTON 

BEFORE ME personally appeared the undersigned witness and made oath that s/he saw the within named/"SPF (R.S.C. GENERAL PARTNERSHIP, ITS GENERAL PARTNER, BY J. Miles Barkley, a General Partner, and Christopher B. Fraser, a General Partner sign, seal, and as their act and deed, deliver the within Deed; and that s/he with the other witness above subscribed, witnessed the execution thereof. 

* CLEAR VIEW PLAZA ASSOCIATES, BY 

SIGNED to before me this 
1st day of February, 1990

Notary Public for South Carolina

My Commission expires: 9/27/97

STATE OF SOUTH CAROLINA 

COUNTY OF CHARLESTON 

BEFORE ME personally appeared the undersigned witness and made oath that s/he saw the within named/"THE BEACH CO., ITS GENERAL PARTNER, BY Charles S. Way, Jr., a General Partner, and Betty R. Crow, Secretary, sign, seal, and as their act and deed, deliver the within Deed; and that s/he with the other witness above subscribed, witnessed the execution thereof. 

* CLEAR VIEW PLAZA ASSOCIATES, BY 

SIGNED to before me this 
1st day of February, 1990

Notary Public for South Carolina

My Commission expires: 9/27/97
ATTACHMENT “C”
ENDORSEMENT FORM

We, the members of the ___ Charleston __________ County Legislative Delegation, endorse the following Project, Sponsor, and Amount for funding under the South Carolina Park and Recreation Development Fund (PARD) Program.

Sponsor: _______ City of Charleston, Department of Parks ____________________________

Project Name: Playground at Harborview / Fort Johnson Park

PARD Amount: $27,444.37

ENDORSEMENT: (Signatories combined weight factor must be greater than 50% for the above-mentioned county. Applications cannot be processed without weight factor listed.)

<table>
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<tr>
<th>NAME (type or print)</th>
<th>SIGNATURE</th>
<th>WEIGHT FACTOR</th>
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<tr>
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(Form must be completed, signed and returned to us WITH the application. Applications cannot be processed without this signed and dated form.)
HISTORICAL SIGNIFICANCE CERTIFICATION FORM

AGENCY NAME: City of Charleston, Department of Parks

PROJECT NAME: Playground at Harborview / Fort Johnson Park

I hereby certify that the above named project:

(Select One)

X Will Not Have an impact on existing or potentially eligible National Register site(s).

Will Have an impact on existing or potentially eligible National Register site(s).

Please explain:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

__________________________________________
Rodney H. Porter, PLA
PRINTED NAME

Senior Landscape Architect, Project Manager
TITLE

__________________________
SIGNATURE

December 10, 2021
DATE

(Form must be completed, signed and returned to us WITH the application. Applications cannot be processed without this signed and dated form.)
ATTACHMENT "E"
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Wes Chappell / Andrew Jones DEPT. Parks - Capital Projects
SUBJECT: JPR BALLPARK ELECTRICAL RENOVATION CHANGE ORDER #2
REQUEST: Approval of Change Order #2 with Gatch Electrical Contractors, Inc., for the installation of additional fire alarm devices in the batting cages.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

CPR Committee Chair Yes N/A Signature of Individual Contacted Attachment
Corporate Counsel [ ]
Capital Projects Director [ ]
MBE Manager [ ]

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following:
Dept/Div Parks-Capital Projects Acct # 023010-52410
Balance in Account $10,895.40 Amount needed for this item $10,895.40
Project Number CP1903

NEED: Identify any critical time constraint(s).

CFO’s Signature: ____________________________

FISCAL IMPACT: Approval of Change Order #2 will increase the construction contract by $10,895.40 (from $1,722,925.09 to $1,733,820.49). Approval of this change order will amend the project budget, increasing the project budget from $2,400,622.91 to $2,411,718.31. This will also approve a budget transfer of $10,895.40 from 170100-52410 (Facilities Maintenance, General Maintenance) to 170100-90010 (Transfer Out JPR Jr., Ballpark) to fund this change order. The funding source for this project is the General Maintenance line-item in the JPR Jr., Ballpark Budget (023010-52410).

Mayor’s Signature: ____________________________
John J. Tecklenburg, Mayor

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

PROJECT: JRBP ELECTRICAL RENOVATION

CONTRACTOR: GATCH ELECTRIC

CHANGE ORDER NO.: 2

1. Description of the Change Order:

   (Reference any attachments by name and date)

   1. Install additional fire alarm devices in the batting cage.

2. Adjustments to the Contract Amount:

   Original Contract Amount .................................................. $ 1,680,000.00
   Change by Previously Approved Change Orders .......................... $ 42,925.09
   Contract Amount prior to this Change Order ......................... $ 1,722,925.09
   Amount of this Change Order ............................................. $ 10,895.40
   New Contract Amount, including this Change Order .................. $ 1,733,820.49

3. Adjustments in Contract Time:

   Original Date for Substantial Completion ................................ 07/25/2021
   Change in Days by Previously Approved Change Orders ............... 186 Days
   Change in Days for this Change Order .................................. 30 Days
   New Date for Substantial Completion ................................. 03/02/2022

4. Amount of this Change Order performed by MBE........................... $ 0

5. By executing this Change Order, the City of Charleston and the CONTRACTOR agree that the above items be incorporated into the work at the price as noted above. The CONTRACTOR further agrees that the price quoted above includes all costs, both direct and indirect, and that the CONTRACTOR, in accordance with the terms of the Contract, specifically waives its right, if any, to any additional adjustments, including but not limited to, adjustment arising out of delays or disruptions or both caused by this change. This Change Order shall not change any other provisions of the contract documents except as stated above.

T.Y. Lin International
Architect/Engineer
4400 Leeds Ave. #250
North Charleston, SC 29405

Gatch Electric
Contractor
941 Dupont Rd.
Charleston, SC 29417

City of Charleston
Owner
823 Meeting St
Charleston, SC 29403

By: Dennis Blaschke, AIA
Date: 12/7/2021

By: Jason Lamb
Date: 12/8/21

By: John J. Tecklenburg

Signature

Signature

Signature

Last Updated 1-9-19
CHANGE ORDER REQUEST

REQUEST # Two
DATE 11/29/2021
BY: JASON LAMB
Project Joe Riley Park Electrical Renovations

Description:
1. Install additional Fire Alarm Devices in batting cage.

<table>
<thead>
<tr>
<th>WORK PERFORMED BY GATCH ELECTRICAL:</th>
<th>MATERIAL</th>
<th>LABOR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Install 200lf of EMT in batting cage area for additional fire alarm devices. (45mh)</td>
<td>$ 680.00</td>
<td>$ 1,800.00</td>
<td>$ 2,480.00</td>
</tr>
<tr>
<td>2 Supervision for wire and device installation. (20mh)</td>
<td>$ -</td>
<td>$ 800.00</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>3 Install 20lf - 120v power to duct detector. We will tie into nearest circuit. (10mh)</td>
<td>$ 90.00</td>
<td>$ 400.00</td>
<td>$ 490.00</td>
</tr>
</tbody>
</table>

SUBCONTRACTORS:

<table>
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<th>Subcontractor</th>
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<tbody>
<tr>
<td>1 Johnson Controls</td>
<td>$ 5,895.00</td>
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Overhead and Profit 17% $ 640.90
Subcontractor Markup 10% $ 589.50

GRAND TOTAL THIS CHANGE ORDER: $ 10,895.40

NUMBER OF DAYS REQUIRED FOR THIS CHANGE: 30
November 24, 2021

Proposal # 210-418305

To: Gatch Electrical Contractors

Re: Joe Riley Park Fire Detection System – Batting Cage Change Order
   - Addition to FA system to include batting cage area.

System installed, including applicable tax................................. $ 5,895.00

Quote Valid for 30 days.

OVERVIEW:

Scope of Work Fire Alarm:

In Response to Joe Riley Ballpark JCI RFI-003 Batting Tunnel:
Below are the devices required to add fire alarm protection in the batting cage area. This quotation includes equipment listed below along with revisions to Asbuilt record drawings. This quote also includes panel termination, and a test of the system by a Factory Trained Service Representative.

Johnson Controls is not responsible for the design of this project. Additional devices may be deemed necessary by the AHJ and could result in additional cost.

Quote is based on a complete installation installed in a 100% conduit system provided by others.

6 – 4098-9714 Smoke Sensor
6 – 4098-9792 Smoke Sensor Base
1 – 49VO-APPLW Wall Mount VO
1 – 49VOC-WWS VO Cover
1 – 49SV-APPLW Wall Mount Speaker/Strobe
1 – 49MP-SVWW SV Wall Mounting Plate
1 – 49SVC-WWS SV Cover
1 – 4098-9755 Duct Detector
1 – 4090-9002 Relay AIM
1 – 2098-9806 Remote Test Station

Continued on page 2
THIS QUOTATION INCLUDES THE FOLLOWING:
Equipment as listed
SC Sales Tax
Freight (F.O.B. shipping point)
Shop Drawings / Technical installation support including programming
Permit
1 functional system certification test
1 AHJ test / 1 Test with state officials
2 hours of operation & maintenance training
Close out documentation / One year standard warranty

THIS QUOTATION DOES NOT INCLUDE THE FOLLOWING:
UL Certification or Monitoring
Design submission drawings (our drawings will be based on construction drawings)
Raceway or standard electric boxes / 120VAC power
Fire protection switches or gas solenoids
Phone lines / Remote station monitoring contract (available upon request)
Knox box
Cutting, drilling, patching, fire caulking or painting
Interface to non-SimplexGrinnell provided equipment i.e.: HVAC and elevator
Fire watch
Weatherproof and conditioned control equipment housing
No asbestos abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
No Lead paint abatement is identified, expected or included in this contract. All policies and procedures referenced in the specification will be followed as required.
Cost for CAD files

ADDITIONAL NOTES:
Your P.O. or contract will need to reference this proposal # and amount. This proposal and its terms and condition shall take precedence. Your Purchase Order or contract is subject to review and must be mutually agreeable.

All work is to be performed during normal Johnson Control hours of 8am to 5pm Monday through Friday with the exception of company sponsored holidays unless specifically noted otherwise.
We reserve the right to correct this quote for errors and omissions.

Cordially,

Jay Wohlford
Electronic System Sales Representative
Johnson Controls Inc.
1141 Remount Rd. Suite 400
North Charleston, SC 29406
540-537-0341 cell
To: Jason Lamb  
Gatch Electrical  

Request Date: 11-1-2021  
Request No. 3  

Response Required By: 11-9-2021  

Attention: Jason Lamb  

Area Involved: Joe Riley Ballpark Batting Tunnel  

Drawing Number: Joe Riley Ballpark Electrical Renovation Drawing FA-104  

Reason for Request:  
☑ Insufficient Information  
☐ Engineering Conflict  
☐ Alternative Proposal  
☐ Other:  

Action Requested:  
☑ Clarification  
☑ Direction  
☐ Approval  
☐ Other:  

Probable Effect:  
☐ No Change  
☑ Increase Cost  
☐ Decrease Cost  
☐ Impact Schedule  

Question: Attached drawing FA-104 does not indicate any Fire Alarm System protection in the Batting Tunnel. Should the Batting Tunnel be protected by the Fire Alarm System? Please provide the required Fire Alarm System devices and locations in the Batting Tunnel.

JCI Representative's Signature: Darren A. Lynn  
Date: 11-1-2021  

Response: Please see the blue markups identifying required devices and locations. Contractor shall provide a duct detector for the AHU if CFM is greater than 2000.

Owner Representative's Signature:  
Date: 11/17/2021  

CC:  


CPR COMMITTEE and/or COUNCIL AGENDA

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

SUBJECT: CANNON STREET FIRE STATION #6 RETROFIT FEE AMENDMENT #2

REQUEST: Approval of Fee Amendment #2 with Evans and Schmidt Architects, LLC in the amount of $26,250.00 for the extension of construction observation service through January 2022.

Committee of Council: Ways & Means Date: January 25, 2022

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

CPR Committee Chair Yes N/A Signature of individual contacted Attachment
Corporate Counsel Signature
Capital Projects Director

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

If yes, provide the following: Dept/Div Parks / Capital Projects Acct # 051436-58238
Balance in Account $26,250.00 Amount needed for this item $26,250.00

Project Number CP1532

Need: Identify any critical time constraint(s).

CFO’s Signature: Matt, CFO for City

Fiscal Impact: The approval of Fee Amendment #2 will increase the Professional Services Contract by $26,250.00 (from $336,955.00 to $365,245.00). Approval of this fee amendment will amend the project budget, increasing the project budget from $5,554,229.00 to $5,764,229.00. This additional funding of $200,000.00 is coming from 2019 General Fund Reserves. The funding sources for the project are: FEMA Hazard Mitigation Grant ($3,378,171.75) and 2015 IPRB Bond ($1,126,057.25), 2015 General Fund Reserves ($269,000.00), 2018 General Fund Reserves ($781,000.00), and 2019 General Fund Reserves ($200,000.00).

Mayor’s Signature: John J. Tecklenburg, Mayor
City of Charleston
Contract Amendment for Professional Services # 02

Project: CP-1532 – Retrofit of Cannon Street Fire Station (No. 6)

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

A/E: Evans & Schmidt Architects, LLC
284 Meeting Street
Charleston, SC 29401

Contract Date:
Amendment Date:

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

1. Description of the Contract Amendment:

Project construction period has exceeded prior contractor estimates, requiring additional Construction Observation services. Extension of construction term into January 2022 results in a net addition of 7.5 months of services at the previously negotiated rate of $3,500 / month. The total extension exceeds 7.5 months to include approximately one month of accumulated time when no Construction Observation services were required.

No additional Reimbursable Expenses will be included with this amendment.

2. Adjustments to the Contract Sum:

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3. Adjustments in Contract Time:

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<td>8.5 months est.</td>
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<td>New Date for Contract Completion</td>
<td>January, 2022</td>
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ARCHITECT/ ENGINEER: [Signature] (A/E’s Name)  12-15-2021 (Date)

OWNER: John J. Tecklenburg, Mayor (Date)

CP-1532 – Fee Amendment #01 – Evans & Schmidt Architects, LLC
REQUEST FOR FEE AMENDMENT

From: Evans & Schmidt Architects <evansandschmidt@gmail.com>
Sent: Wednesday, October 27, 2021 8:00 PM
To: Compton, Matt <COMPTONM@charleston-sc.gov>
Subject: Request for your consideration

Matt,

Per our ongoing discussions regarding the construction project running significantly over due to extenuating circumstances, I would like to address the fee amendment to our contract issue at this time now that we have a better handle on the potential month of Substantial Completion by IPW, barring any further unforeseen situations.

The Retrofit of the Cannon Street Fire Station #6 Project CP1532, which should have been substantially completed on March 21st of this year, looks like it will need to be extended at least until November 21, 2021, whereupon the GC should hopefully be able to achieve Substantial Completion based on observation of their current rate of progress.

While we have been awaiting FEMA’s official time extension recognition before making this request, in anticipation of this eventuality you and I had discussed back in February a fee amendment formula based on our CA fee of $59,500 being divisible by the 16 month allotted time within our Contract. Our Fee Amendment Request would therefore be $3,500 per month for the number of months beyond the 16 month allotment.

If that formula is still acceptable to you, in the event that their Substantial Completion date were to drag on reasonably beyond November 21st 2022, so long as the GC is not removed from the project for any reason to do with their lack of performance, I am amenable to capping the overrun number of months request to no further out than that date.

In the meantime, whereas we have been withholding regular monthly CA invoicing in anticipation of FEMA’s participation in the time extension, we will instead go ahead and get a catch-up invoice to you for CA services within our Contract. However, as we discussed today, we will hold back from billing the entire contracted CA amount that has been earned to date so that our Contract with you is still open on each of our books until this is resolved.

Please let me know if you have any questions.

Thanks.

Joe

Evans & Schmidt Architects LLC
284 Meeting Street
Charleston SC 29401
843.723.5495
SUMMARY OF NEGOTIATIONS

On Thu, Oct 28, 2021 at 3:01 PM Compton, Matt <COMPTONM@charleston-sc.gov> wrote:

Joe – please check my math:

8 months x $3,500 / month = $28,000

Matt C.

Yikes. That is negotiable. Make me an offer.

Evans & Schmidt Architects LLC
284 Meeting Street
Charleston SC 29401
843.723.5495

On Mon, Nov 1, 2021 at 6:41 PM Compton, Matt <COMPTONM@charleston-sc.gov> wrote:

How about $3,250 / month? Works out to $26,000. Call it a 'volume discount'.

Matt C.

Matt,

I think it is reasonable for you to ask to drop out a month for their cumulative Stop Work time if that helps.

Joe

On Tue, Nov 2, 2021 at 1:16 PM Compton, Matt <COMPTONM@charleston-sc.gov> wrote:

To be safe, let’s assume an extension of 8.5 months (mid-December), allowing for 1 month of limited / no work due to various stoppages

7.5 months x $3,500 / month = $26,250 to be added to E&S fee.

No additional funding for sub-consultants, correct?

Matt C.
On Nov 6, 2021 12:29 PM, Evans & Schmidt Architects <evansandschmidt@gmail.com> wrote:

Matt,

I checked with the subs. I finally heard back from all, and so far none feel that they have exceeded their anticipated number of visit participation (which is not tied to calendar days). Forsberg’s is more than a bit frustrated by the CWS bureaucracy time consumption on their part, but has not committed to put in a request for that as of yet.

Also, again, while any amount of CA extension would be most appreciated by E&S, I do not want to create any waves and sink the boat. E&S is in this until the end no matter what.

Joe

From: Compton, Matt
Sent: Saturday, November 6, 2021 1:15 PM
To: Evans & Schmidt Architects <evansandschmidt@gmail.com>
Subject: Re: Request for your consideration

Thanks Joe.

In my opinion, this project has needed a lot of extra attention on your part. Extra attention usually requires extra compensation, so I have no qualms about putting it up for approval. It may need to sit for a couple more weeks, but I will definitely put it through.
PRIOR DISCUSSIONS REGARDING POTENTIAL FEE AMENDMENT

On Wed, Feb 10, 2021 at 2:59 PM Compton, Matt <COMPTONM@charleston-sc.gov> wrote:

Joe –

I’m trying to anticipate cost changes as the project starts to pick up some steam, and I want to make sure that we have any potential increase in your fee set aside. The change related to the easement is going to reduce the project contingency down to about $36k, and there are more changes in the works. If I have to ask for additional funds for the project, I’d like to have as much info as possible.

Looking at the original contract, your CA fee is based on 16-month contract period. Through the end of 2020, you’ve billed for 50% of the $59,500 CA fee. This covered 10 of 16 months (62.5%), and the fee per month appears to vary.

Based on the last schedule update we have from IPW, they will be complete around Labor Day. If we assume that date slides a month, and the final close-out of the project requires another month, your CA fee will need to run through the end of October.

With 6 months left on the current contract, how much should I set aside to extend the CA fee another 4 months?

Thanks.

Matt

Matthew M. Compton, RLA | Special Projects Administrator

City of Charleston  |  Department of Parks
Capital Projects Division
823 Meeting Street  |  Charleston, SC  29403

From: Evans & Schmidt Architects <evansandschmidt@gmail.com>
Sent: Friday, February 19, 2021 2:56 PM

Matt,

We typically do not divide our CA fee out by the number of months evenly. Instead, our CA fees are tracked against actual GC expenditure under the assumption that the more active billing months equate to more general involvement within that time period.

When a project goes over in time, it generally is because of Change Orders, which unlike this project which has a Stipulated Sum, would result in an overall percentage of Change Order (or decrease) which would translate into an overall fee increase that includes carry through all the way down to CA.

Because however, since the CA time is fixed at 16 months, I would suggest that it would be at least appreciated if you took our CA fee, divided it by 16 months to get a monthly fixed amount and multiplied that amount by the number of anticipated additional months. That, in concept,
seems reasonable since it is irrelevant to the issue whether we had billed CA equally incrementally, or whether we billed CA as we are on a percentage of GC work in place over the 16 month period.

Let me know if you have any questions.

Thanks.

Joe

---

From: Compton, Matt
Sent: Friday, February 19, 2021 5:18 PM
To: Evans & Schmidt Architects <evansandschmidt@gmail.com>
Subject: RE: FSG - Construction Administration fee look-ahead

I like the old-school approach – some of the consultants we work with try to figure how many hours they are going to have in CA and then we get sideways if things get complicated. That can be especially frustrating when the sideways is a result of the consultant!

$59,500 / 16 months = $3,493.75 / month

If we call it $3,500 / month x 4 months of additional time, that would be a $14,000 addition to your fee.

That meets my ‘reasonable / logical / fair’ criteria. If it suits you, I’ll put together a fee amendment form and we can formalize it in the next couple of months. I’m waiting on the official extension from FEMA (they are still showing a 3/21/2021 completion deadline in their system). That would be a good time for me to take it through our process.

Matt C.

---

From: Compton, Matt
Sent: Tuesday, August 17, 2021 4:31 PM
To: Joe Schmidt <evansandschmidt@gmail.com>
Subject: FW: Request For Time Extension

Joe – please take a look at this [IPW Request for Time Extension, 8-17-21] and let me know your thoughts.

Also, I have attached the last correspondence [email correspondence beginning 2/10/2021] we had on the additional time for your contract. Based on the request from IPW, it may go a month or two longer than we had anticipated. Let me know your thoughts and I can put the info together.

Thanks.

Matt C.
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Zach Smith / Andrew Jones DEPT. Parke – Capital Projects
SUBJECT: STONEY FIELD IMPROVEMENTS CONVERT P162743 TO A PROFESSIONAL SERVICES CONTRACT-JLA
REQUEST: Approval to convert Purchase Order P162743 to a professional services contract with Johnson, Lasko & Associates. The Original PO was for $37,250.00 and this request will add an additional $24,500.00 for pre-construction services, coordination and close-out services for the Stoney Field Improvement Project related to the civil sitework construction.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

CPR Committee Chair [ ] [ ] Signature of Individual Contacted [ ] [ ]
Corporate Counsel [ ] [ ] [ ]
Capital Projects Director [ ] [ ] [ ]
MBE Manager [ ] [ ] [ ]

FUNDING: Was funding previously approved? Yes [X] No [ ] N/A [ ]
If yes, provide the following: Dept/Div [ ] Parks-Capital Projects [ ] Acct # [ ] 051150-58206
Balance in Account $24,500.00 Amount needed for this item $24,500.00
Project Number [ ] CP1812

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]

FISCAL IMPACT: Approval of the professional services contract will convert P162743 to a professional service contract and increase the contract amount by $24,500.00 (from $37,250.00 to $61,750.00). Funding sources for this project are: 2005 GO Bond ($399,048.85), 2018 Recreation GO Bond ($2,600,000.00), and Capital Contribution ($19,432.50).

Mayor's Signature: [Signature]

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.
MEMORANDUM

TO: Edmund Most, Deputy Director

FROM: Zach D. Smith, Sr. Construction Project Manager, Capital Projects

SUBJECT: CP1812 Stoney Field Improvements Phase 3
Increase in PO amount for Johnson, Laschober & Associates, PC (JLA)
PO#162743

DATE: December 9, 2021

At the request of the Capital Projects Department, the JLA fee agreement dated November 3, 2021 is proposing additional construction services for the Stoney Field improvements Phase 3 project that extends beyond their original PO amount for professional services. The additional services requested are for Pre-Construction services ($3,500), During Construction services ($12,500), and Close-out services ($6,000). These services are necessary to properly administer the contract throughout construction and to close out the storm water permit.

This $22,000 increase on the original PO (P162743) amount of $37,250 puts the PO over the 40k threshold and needs to be rolled into a contract for the total amount of $59,250

Thank you,

Zach D. Smith
Zach D. Smith, Capital Projects

cc: Blake Tolbert, Andrew Jones
CITY OF CHARLESTON
PURCHASE ORDER STATUS INQUIRY
PURCHASE ORDER INFORMATION

PO Number: 162743
Vendor: V011334
PR Number: PR195677
Johnson Laschober & Associates, PC
Addr Cd: AA
PO Box 2103
Augusta, GA 30903

Requested by: PARKS: Shannon Lines
Entry Dt: 11/15/2019
Requesting: Bld: L520000
Blanket Number:
Blanket Amount: 0.00
Blanket Remaing: 0.00
End Use: VJCP1812StoneyFieldR
See Cd: DP48
Type: P

ITEMS

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CP1812 Stoney Field Renovations - provide design services for the entrance, sitework, lighting, ADA access and seating improvements - Fee Proposal #285 dated 9/27/19 - Virginia Jones

NTE - $37,250 - JLA - Johnson, Laschober & Associates, PC

Scanned to Procurement on 11/15/19 - SLY

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Balance: 37,250.00

OPEN HOLD ACTIVITY (including USE TAX payments if applicable):

Scan 11/20/19 VJEM
Sent to AJ 11/20/19
Capital Projects Purchase Request Form

Project Manager: Virginia D. Jones, PE

Date: October 14, 2019

Signature of PM: ____________________________

Project: CP1812  Stoney Field Renovations

(Number) (Name)

Type of Purchase:  

☐ PROFESSIONAL SERVICES

☐ CONSTRUCTION

☐ ADMINISTRATIVE

Company Name: JLA - Johnson, Laschober & Associates, PC

Description: Provide design services for the Entrance, sitework, lighting, ADA access and seating improvements

Division/Object Account Code (From Project Budget) 051150 - 58238

37,250

Amount: $ 34,750

☐ Lump Sum

☑ Not to Exceed

Required Date: November (identify any critical time constraints)

Supporting Documentation/Attachments:

Professional Services: A/E's Cost & Technical Proposal

Construction: Contractor Quotes (as required) or Sole Source Justification

Director of Capital Projects Approved Disapproved Signature Date

☑  ☐  ☑  10/14/19

Capital Projects Administrator

☑  ☐  ☑  11/13/19

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

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

ADMIN USE ONLY:

Vendor # ___________________________ BP: ____________ CA/PR: ___________________________

RECEIVED: Nov 14 2019

Standard PR request

Rev 11-15-04
PROPOSAL #1: 285

TO: Virginia D. Jones, P.E.
City of Charleston Dept. of Parks
823 Meeting Street
Charleston, SC 29403

RE: Stoney Field Entrance Plaza and Seating Improvements

BY: Herbert W. Gilliam, P.E.

FEE: $34,750 good for 60 days

SCOPE OF SERVICES:

Based on our meeting on September 23, 2019 we understand that the City of Charleston is responsible for the improvements to Stoney Field on Fishburne Street in coordination with upgrades to the field being performed by the Charleston County School District. The City's portion includes an entrance plaza with potential for a decorative wall and gate, pedestrian circulation to either side of the field, ADA access and seating in the grandstand areas on either side of the field and all ancillary items with these improvements. Our scope of work includes, additional survey as required in these areas, a conceptual plan to achieve the goals of the City, construction documents of the improvements, and permit coordination as necessary.

We are proposing the following scope of services and associated fees to complete this effort.

1. Assimilate and create base mapping for the proposed improvements. We will include a budget for supplementing the Davis & Floyd information provided by the City.
2. Prepare a conceptual plan using the base information and input from City staff. Once the plan is acceptable to City staff, a submittal and meeting will be attended with the BAR. Time for addressing comments and follow-up meeting are included.
3. Stormwater calculations and preparation of CSWPPP.
4. Construction Documents will be prepared based on the feedback from BAR and City Staff. This will include a demolition, selective clearing and tree removal plan, site plan, grading and drainage, SWPPP plans, landscape plans and site details.
5. A separate fee is provided for structural design and details for ADA access and seating as well as decorative wall and entrance gate.
6. A separate fee is provided for electrical and lighting plan for the entrance plaza area.
7. Prepare permit application and coordination with the appropriate authorities. Below are the permits anticipated:
A) City TRC (to include MS4, SCDHEC CZC and NOI)
B) City of Charleston BAR (Staff Level)
C) SCDOT encroachment.

8. Prepare a bid set of documents to include plans and specifications.
9. Bidding and services during construction can be provided if necessary.
10. SCDHEC Closeout and Notice of Termination (NOT).

Estimated itemized fee:

1) Survey and base mapping $2000
2) Conceptual Plan $3000
3) Drainage calculations and CSWPPP $4500
4) Construction Documents $7500
5) Structural for ADA ramps, seating, & entrance gate $7500
6) Electrical/lighting $3500
7) Permitting $3500
8) Bid Set $2000
9) SCDHEC Closeout and NOT $1250

Printing, presentation materials, mileage and other out of pocket expenses will be billed in addition at cost plus 10%. Mileage will be billed at $.60/mile. The expenses shall not exceed $2500. Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

[Signature]
Herbert W. Gilliam, P.E.
Terms and Conditions

Architect/Engineer of Record (AER) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site — Unless otherwise stated, the AER will have access to the site for activities necessary for the performance of the services. The AER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee — The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billing/Payments — Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and the AER may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Indemnifications — The Client shall indemnify and hold harmless the AER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the AER) or anyone for whose acts any of them may be liable.

Hidden Conditions — A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the AER has reason to believe that such a condition may exist the AER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the AER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the ER shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation — In recognition of the relative risks, rewards and benefits of the project to both the Client and the AER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the AER's total liability to the Client, for any and all injuries, claims, losses, expenses or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of the AER's fee or other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to the AER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Jobsite Safety — Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

Termination of Services — This agreement may be terminated upon 10 days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the AER for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents — All documents produced by the AER under this agreement shall remain the property of the AER and may not be used by this Client for any other endeavor without the written consent of the AER.

Applicable Law — Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the AER.

Offered by (AER):

__________________________
(signature)

__________________________
(printed name/title)

Accepted by (Client):

__________________________
(signature)

__________________________
(printed name/title)

Billing Address: ____________________________

Johnson, Laschober & Associates, PC
1200 Broad Street
PO Box 2103
Augusta, GA 30903

Page 3 of 3

Telephone: 706-724-5768
Fax: 706-724-3935
Web Site: www.jlAgroup.com

P:\Proposal\901902727 Stoney Field Site Improvements\901902727 2019-11-13 Fee Proposal.docx
City of Charleston Contract for
Small Professional Services under $100,000.00

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

The Owner: City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403

and the A/E: Johnson, Laschober & Associates, PC
701 East Bay Street
Charleston, SC 29403

WHEREAS the Owner requires the delivery of professional services to perform Construction Services for the Stoney Field Improvements Phase 3 ("Project") as outlined in the Johnson, Laschober & Associates, PC Fee Agreement Proposal # 103 ("Service" or "Scope of Services") dated January 13, 2022, and prepared by Herbert W. Gilliam, P.E. for Johnson, Laschober & Associates, PC which is marked as EXHIBIT B and attached hereto as if fully written herein.

CP1812 Stoney Field Improvements Phase 3
(Project Number) (Project Name)

WHEREAS, the A/E, whose SC professional license is BL004632-09-2016, is prepared and qualified to provide such Services.

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

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

<table>
<thead>
<tr>
<th>MILESTONE</th>
<th>SCHEDULE</th>
<th>PHASE FEE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous PO Design Services</td>
<td>Monthly</td>
<td>$37,250</td>
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<tr>
<td>Pre-Construction Services</td>
<td>Weekly up to Const. start</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Services During Construction</td>
<td>Weekly/Bi-weekly</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>Close-out Services</td>
<td>Substantial Completion to Final</td>
<td>$6,000.00</td>
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<tr>
<td>Reimbursable Expenses</td>
<td>TBD</td>
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</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$61,750.00</strong></td>
</tr>
</tbody>
</table>

The CONTRACT SUM payable to the A/E shall be:

☐ Lump Sum of ................................................................. $ 0.00
☒ Actual costs based on A/E’s Hourly Rate & Reimbursable Schedule attached as Exhibit B, Not-to-Exceed ................................................................. $ 61,750.00

REIMBURSABLES:
☒ Expenses shall be reimbursed at actual cost plus 10%, Not-to-Exceed ................................................... $ 2,500.00
☐ Expenses included in Lump Sum

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

A/E: Johnson, Laschober & Associates, PC

BY: ____________________________
Signature
ATTACHMENTS
Exhibit A – City of Charleston’s Insurance Requirements
Exhibit B – Johnson, Laschober & Associates PC, Fee Agreement dated January 13, 2022
JLA Fee Schedule

Terms and Conditions of the City of Charleston
Professional Services Contract

ARTICLE 1 - GENERAL
A. The A/E agrees to provide professional services to the Owner as required by the Scope of Services requested by the Owner as set forth in Exhibit B.
B. The A/E accepts the relationship of trust and confidence established between A/E and Owner by this Contract.
C. The A/E covenants with the Owner that he/she possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that he/she will utilize reasonable and ordinary care and diligence in the exercise of his/her skills to accomplish the Scope of Services, and that he/she will use good professional judgment in performing the Scope of Services.
D. The A/E agrees to cooperate with the Owner and any other contractor in furthering the interests of the Owner.

ARTICLE 2 – A/E’S RESPONSIBILITIES
A. The A/E shall designate one or more representatives to be assigned for the duration of the Project. These representatives shall be authorized to act on behalf of the A/E in all matters related to the A/E’s performance(s) under this Contract. The A/E shall not replace a designated representative without notice to the owner and with good cause shown.
B. The A/E shall notify the Owner, in writing, of information necessary from the Owner for the project. A/E shall allow sufficient time for Owner to acquire and respond with such information.
C. The A/E shall provide all Scope of Services using persons, including the staff of A/E’s Consultants and Additional Consultants, who possess the required degree of learning, skills, and experience that is ordinarily possessed by similarly situated professionals, that they will utilize reasonable and ordinary care and diligence in the exercise of their skills to accomplish the Scope of Services, and that they will use good professional judgment in performing the Scope of Services.
D. The A/E shall manage and coordinate the A/E’s services, consult with the Owner, research applicable design criteria, attend all Project meetings, communicate with members of the Project team and report progress to the Owner.
E. The A/E shall have, at the time of execution and for the duration of this Contract, all professional and business insurance, licenses and permits required to provide the required Services in the City of Charleston and as required by this Contract.
F. The A/E shall be entitled to rely on the accuracy of information provided by the Owner. Notwithstanding the foregoing, A/E 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.

ARTICLE 3 - OWNER’S RESPONSIBILITIES
A. The Owner shall provide all available programmatic and budgetary requirements for the Project.
B. The Owner shall designate one or more representatives with authority to act on the Owner’s behalf in all matters related to the Owner’s duties under this Contract.
C. The Owner shall provide the A/E with available information about the site and work area that is necessary for the A/E to perform the Services. The owner shall cooperate with the A/E in the identification and acquisition of any additional information required.
D. The Owner shall make timely decisions on all issues related to the Contract and shall promptly advise the A/E of any errors or deficiencies in the A/E’s performance under this Contract.

Professional Services Contract
Revised 09/14/2017

Page 2 of 7
ARTICLE 4 – ADDITIONAL CONSULTANTS
A. It is agreed that the attached Exhibit B shall have identified all professional and technical disciplines and their providers required for the performance of the A/E's services, and that the fees for such personnel are incorporated into the Contract Sum set forth on page one (1) of this Contract.
B. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.

ARTICLE 5 – LIMITATIONS AND REPRESENTATIONS OF RESPONSIBILITY
A. The A/E shall not be responsible for the failure of any contractor, sub-contractor, vendor, or other Project participant, not under contract to the A/E, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes.
B. The A/E shall indemnify and save harmless the Owner and the Owner's officers, 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 A/E, its agents, or employees or subcontractors in the performance of this Contract. When the Owner submits notice, A/E 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.

ARTICLE 6 – DOCUMENTS
A. At the completion of the Project, the A/E shall provide to the Owner all contract documents, electronically, on a Computer Disk or thumb drive. Specifications shall be in Microsoft Word format and as-built drawings shall be in AutoCAD 2000 format.
B. All documents prepared or furnished by the A/E pursuant to this Contract are instruments of service and the A/E shall maintain an ownership and property interest therein.
C. Documents prepared or furnished by the A/E pursuant to this Contract may not be reused by the A/E on other projects or for other clients without the prior written permission of the Owner.
D. The A/E hereby grants to the Owner a non-exclusive license to reproduce or otherwise utilize A/E's documents for the purposes of constructing, operating, maintaining, repairing, using, renovating, expanding, modifying or otherwise enjoying the beneficial use of the Project at no additional cost to the Owner. The A/E shall incur no liability for the Owner's reproduction or reuse of the A/E's documents.
E. Consultants and Additional Consultants used by the A/E for the Services of this Contract shall be bound by the conditions of this Article.

ARTICLE 7 – PAYMENTS
A. The Owner shall make payments to the A/E for undisputed work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The A/E shall make payments to its Consultants and Additional consultants in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. If applicable, the A/E's request for payment under a NOT-TO-EXCEED contract shall be based on actual hours worked during the billing period, using the approved A/E's Hourly Rate and Reimbursable Schedule, not exceeding the scheduled amounts shown on Page 1 (one) of this Contract.
D. All requests for payment shall be submitted in the form and manner required by the Owner, and shall be accompanied by appropriate supporting documentation.
E. Payment under a Lump Sum contract shall be paid within thirty (30) days of receipt of the invoice. The invoice for the A/E's services shall be submitted to the City at the completion of the Scope of Services and after the City's acceptance of the work in its entirety.

ARTICLE 8 - DISPUTE RESOLUTION
The parties agree to attempt in good faith to resolve their disputes arising from a claim or controversy arising out of or relating to the contract. To the extent that the parties are unable to resolve a claim or controversy arising out of or relating to the Contract, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a State or Federal court located in the County in which the Owner maintains its principle place of business, in the State of South Carolina. The A/E agrees that any act by the Owner regarding the
Contract is not a waiver of either the State’s sovereign immunity or the State’s immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase “the State” includes any governmental entity transacting business with the A/E pursuant to the Contract.

ARTICLE 9 - SUSPENSION AND TERMINATION
A. The Owner may direct the A/E to suspend performance under this Contract at any time.
B. The A/E may suspend its performance under this Contract if the Owner fails to make payments of undisputed amounts to the A/E as required by the terms of this Contract. Prior to the suspension of performance, the A/E shall give written notice to the Owner, and shall allow the Owner no fewer than twenty-one (21) calendar days to make payment, otherwise the suspension may take effect without further notice by the A/E.
C. Additional Consultants may be employed to perform portions of the Services under this Contract as required and approved by the Owner in advance. The A/E may apply a multiplier, not to exceed 1.1, to the approved fees of such Additional Consultants.
D. If the performance of Services is suspended by either party for a period of more than thirty (30) days but less than one hundred eighty (180) days due to no fault of the A/E, the A/E’s time schedules shall be equitably adjusted. If a project is interrupted for one hundred eighty (180) days or more due to no fault of the A/E, the A/E’s compensation shall be equitably adjusted to provide for expenses incurred in resuming the A/E’s services and the time schedules for the remaining Services shall be equitably adjusted.
E. The Owner may terminate this Contract for the convenience of the Owner with not less than seven (7) days written notice to the A/E. The A/E shall be paid for all Work acceptably performed and reimbursable expenses incurred, up to the date of termination, and project closure costs as authorized by the Owner.
F. If either party fails to substantially perform according to the terms of this Contract, the other party may terminate this Contract upon not less than seven (7) days written notice. 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 A/E shall maintain all forms of insurance required by law in the State of South Carolina. The A/E shall also maintain insurance coverage for comprehensive, general liability, automobile liability, and workers’ compensation (by statutory authority). Minimum insurance coverage limits shall be as required by law or as shown in Chapter 6 of the Manual for Planning and Execution of State Permanent Improvements Part II, whichever is greater.
B. The A/E shall maintain Professional Liability Insurance for the duration of this Contract with a limit of $1,000,000 per claim and annual aggregate, or such other amount as the Owner may request. This policy shall remain in effect for a minimum of 12 months after the date of issuance of the final Certificate of Payment by the A/E.

ARTICLE 11 – MISCELLANEOUS PROVISIONS
A. The A/E and Owner each bind themselves, their partners, directors, officers, successors, executors, administrators, assigns and legal representatives in respect to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract without the written consent of the other party.
B. This Contract represents the entire and integrated agreement between the Owner and A/E. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the A/E.
D. Nothing in this Contract shall prevent the A/E from employing any independent consultant, associate, or subcontractor to assist in the performance of the Services.
E. Unless otherwise included in the Contract, nothing shall require the A/E to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
F. Time and Expense Records of the A/E’s personnel, consultants, and reimbursable expenses pertaining to the Services shall be kept on a generally recognized accounting basis, and shall be available to the Owner for audit at mutually agreeable times and places for a period no less than 3 years after the conclusion of this Contract.
**ARTICLE 12 – ERRORS AND OMISSIONS**

A. Owner shall notify the A/E whenever the Owner believes the A/E’s work contains errors or omissions, and the A/E shall agree to correct all errors and omissions without cost to the Owner.

B. The A/E agrees to pay the Owner for any costs the Owner is responsible for paying as a result of any A/E error or omission. Each error and omission shall constitute a separate offense.

**Exhibit A**

**CITY OF CHARLESTON'S 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, 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.
J. Required certificates should be mailed to:

City of Charleston
Department of Parks
823 Meeting Street
Charleston, SC 29403
FE Fee Agreement

Proposal #: 103

To: City of Charleston
Attn: Mr. Zach Smith
City of Charleston Parks Department

By: Herbert W. Gilliam, P.E.

Re: Fee Proposal for Services During Construction of Stoney Field Improvements - Phase 3

Scope of Services:

Johnson, Laschober & Associates (JLA) understands that the City would like JLA to assist with construction services on Stoney Field Improvements - Phase 3. Services prior to construction include value engineering revisions and review, preconstruction conference, and coordination. Services during construction include answering contractor questions, assisting with clarifications, reviewing shop drawing and material submittals, attending regular construction team meetings, observing construction for general compliance with the plans and specifications, reviewing of periodic pay requests and final punch list walkthrough. Based on these services over an approximate 4 month construction time as well as close-out documentation, we propose to do these services on an hourly basis.

1) Preconstruction Services $3,500
2) Services During Construction $12,500
3) Close-out Services $6,000

These services will be billed on an hourly basis and the amounts shown will not be exceeded without prior authorization from the City.

Permit fees, printing, and out of pocket expenses will be billed in addition at cost plus 10% and mileage will be billed at $0.60/mile. Please advise if there are any questions or additional information needed or if you would like to discuss.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,

JOHNSON, LASCHOBER & ASSOCIATES, P.C.

Herbert W. Gilliam, P.E.
Project Manager

cc: Mr. Edmund Most, City of Charleston
Ms. Laura Cabiness, JLA
Terms and Conditions

Architect/Engineer of Record (AER) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site -- Unless otherwise stated, the AER will have access to the site for activities necessary for the performance of the services. The AER will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee -- The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client.

Billings/Payments -- Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and the AER may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

Hidden Conditions -- A hidden condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If the AER has reason to believe that such a condition may exist the AER shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the AER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the ER shall not be responsible for the existing condition nor any resulting damages to persons or property.

Jobsite Safety -- Neither the professional activates of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties, and responsibilities including but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client’s contract with the General Contractor. The Client also agrees that the Client, the Consultant and the Consultant’s subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor’s policies of general liability insurance.

Termination of Services -- This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the AER for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Applicable Law -- Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the AER.

Offered by (AER):

Herbert W. Gilliam, P.E.

(printed name/title)

Accepted by (Client):

(date)

Billing Address:

(printed name/title)
## Fee Schedule

Effective September 1, 2021

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<tr>
<th>Description</th>
<th>Billing Class</th>
<th>Hourly Fee</th>
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<tr>
<td>Engineer — Level I</td>
<td>Professional I</td>
<td>$ 75</td>
</tr>
<tr>
<td>Sr. Designer — Level II</td>
<td>Technician VI</td>
<td>$115</td>
</tr>
<tr>
<td>Sr. Designer — Level I</td>
<td>Technician V</td>
<td>$110</td>
</tr>
<tr>
<td>Designer/CAD Operator</td>
<td>Technician IV</td>
<td>$105</td>
</tr>
<tr>
<td>CAD Operator — Level III</td>
<td>Technician III</td>
<td>$ 90</td>
</tr>
<tr>
<td>CAD Operator — Level II</td>
<td>Technician II</td>
<td>$ 82</td>
</tr>
<tr>
<td>CAD Operator — Level I</td>
<td>Technician I</td>
<td>$ 75</td>
</tr>
<tr>
<td>Accountant — Level III</td>
<td>Support Staff III</td>
<td>$125</td>
</tr>
<tr>
<td>Administration — Level II</td>
<td>Support Staff II</td>
<td>$ 80</td>
</tr>
<tr>
<td>Clerical — Level I</td>
<td>Support Staff I</td>
<td>$ 60</td>
</tr>
</tbody>
</table>

**Expenses...**

Printing & Shipping/Postage ....................................................................... cost + 10%
Mileage ........................................................................................................ $0.60 per mile

*All Sub-consultant services marked up 10%*
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg / Edmund Most
DEPT. Parks – Capital Projects

SUBJECT: FEMA HMGP-4492 (COVID-19) GRANT APPLICATION-STRUCTURAL RETROFIT OF FIRE STATION 2&3 (CENTRAL STATION)

REQUEST: Approval to apply for a FEMA Hazard Mitigation Grant Program for the structural retrofit of Fire Station 2&3 (Central Station). Application will request $6,500,013.00 in Federal Funds with a City Match of $5,000,013.00. Project will address seismic, wind/hurricane and flood hazards.

COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022

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

Yes N/A Signature of individual contacted Attachment
CPR Committee Chair
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 #
Balance in Account $5,000,013.00 Amount needed for this item $5,000,013.00 Project Number

NEED: Identify any critical time constraint(s).
Application due February 1, 2022

CFO’s Signature:

FISCAL IMPACT: Funding for the City Match of $5,000,013.00 will come from General Fund Reserves.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK’S AGENDA MEETING.
FEMA HMGP
FEMA-HMGP-4492 (COVID-19)
State Project #38

Charleston Fire Department
Fire Station 2 & 3 (Central Station)
Structural Retrofit

Submitted by:

City of Charleston
Department of Parks
Capital Projects Division
823 Meeting Street
Charleston, SC

January 2022
Project S38: Application - FS 2&3 Structural Retrofit
Routing In Progress: Applicant Submission (Step 1 of 7)

Application Summary

This form outlines all project details, including Scope of Work, all costs, and location worksheets.

Title: 
FS 2&3 Structural Retrofit

Total Project Cost: 
$11,506,571

Eligible Amount: 
$6,506,558

Funding Sources:
Federal - $0.00
State - $0.00
Local - $5,000,013

Subrecipient Management Cost: 
$0.00

FEMA Obligation Data:
Federal Number - < no value >
Date of Obligation Letter - < no value >
CATEX Comments - < no value >
Project POP Date - < no value >

Related Links: 
View Pre-Application, View Project

Workflow Summary

Current Step: 1) Applicant Submission
Description: Applicant develops project application.

Recipients: 
HMGP Specialist (Program Lead)

Submission: 
Nov 4, 2021 at 3:07 PM by Charlotte Foster

Grant
4492 COVID-19
Hazard Mitigation Grant Program
Declared: August 5, 2021

Applicant
Charleston, City Of
Name (Legal): City Of Charleston
Charleston County (3 Region)
FIPS: 019-13330-00
FEIN #: 57-6000226
Vendor #: 7000142192
DUNS #: 077990786
Type: Municipality
Physical/Mailing: 116 Meeting Street
Charleston, SC, 294010304

Project
F # S #38
FS 2&3 Structural Retrofit
RS Structural Retrofitting of Existing Buildings
Project POP Deadline:
Eligible: $0.00
Federal: $0.00 (57%)
Un-Expended Eligible: $11,506,571.00
Introduction

Summary Information

Grant: 4492 COVID-19
Project Type: Structural Retrofitting of Existing Buildings
Title: FS 2&3 Structural Retrofit

Used to help identify the project. Ex: "St Thomas Bridge Reinforcement"

Primary Contact: Matthew Compton - Special Projects Administrator
Organization: City of Charleston
Email Address: comptonm@charleston-sc.gov
Phone: 843-973-7210

Alternate Contact: Sarah Fichera - Grant Writer
Email Address: ficheras@charleston-sc.gov
Phone: 843-720-2535

Authorized Contact: Amy Wharton - Chief Financial Officer
Organization: City of Charleston
Email Address: whartonla@charleston-sc.gov
Phone: 843-579-7596

Planning Requirement

For all disasters declared after November 1, 2004, a community must have a FEMA approved Local Hazard Mitigation Plan in order to be eligible for HMGP.

Date of Plan Approval: Jan 23, 2018
Title of Applicant/Community Local Hazard Mitigation Plan: Charleston Regional Hazard Mitigation Plan

Mitigation Plan reference:

Identify the section and page in the FEMA approved Local Hazard Mitigation Plan where the project is included (For example: Section 2, Page 12).
Plan Narrative:

Describe how project is consistent with the risk assessment, goals and actions in plan. Please include copy of page where project is included.

Is the community a member of good standing with the National Flood Insurance Program (NFIP)?

Yes

Date Established:

10/1/1983

NFIP Number:

455412

Property Located in SFHA?

No

Is the community a member of the Community Rating System (CRS)?

Choose One
History of Hazards

Past Damages

In this section, describe all past damages from hazardous events (include name of storms if applicable) in the project area. Include Presidentially declared disasters as well as events that did not result in a Presidential declaration.

- For assistance, reference the NOAA's National Climatic Data Center here: http://www.ncdc.noaa.gov/stormevents/
- Damages described must impact the area in the scope of the proposed project.
- Include information for as many past incidents as possible.
- Attach any supporting documents, i.e. proofs of loss, PW's, force account logs.
- Direct costs should include damages to structures and infrastructure in the project area as a result of the hazard.
- Indirect costs should include the cost to the local government to respond to victims of the hazard in the project area, any interruption to local businesses, and losses of public services.
- For Acquisitions and Elevations, provide an overview of the hazards in this section. To reflect property specific damages please include property specific damage information in the Documents section of the application.

Use the below table to describe past events (by date) that resulted in damage; describe damages, including direct and indirect damages and costs.

<table>
<thead>
<tr>
<th>Date</th>
<th>Duration (days)</th>
<th>Loss</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Additional Comments:

Included with list.

Provide any additional details regarding past events.

Population Affected:

- Residential Properties: 12,847
- Businesses / Commercial Properties: 720
- Public Properties: 125
- School / Hospitals / House of Worship: 144
- Total: 13,836

Provide the number of each type of structure listed above in the project area. Include all structures in the project area.

Primary Lifeline Mitigated: Safety & Security

Primary Hazard Mitigated: Seismic & Hurricane / Wind

Level of Protection: Seismic to VIII-Severe and Hurricane through Cat. 3 (130-mph winds)

Fill in the level of protection the proposed project will provide. List data in Flood Levels (10, 25, 50, 100, 250, 500, mph winds) or Mercalli Scale Earthquake (1-12). For example: 23 Structures protected against the 100-year (1%) flood.

Useful Life of the Project: 50-100 years

Number of years proposed project will provide protection against the hazard(s) above.
Fire Station No. 2 & 3 is located in historic downtown Charleston, and is home to Engine Company 102 and Engine Company 103. Engine 102 has a primary service area of approximately 0.8-square miles of the old and historic district south of Beaufain and Market Street, with a secondary response area of the entire peninsula (12.6-square miles). This crew also staffs Marine 101 during calls that warrant a marine response. Engine 103 has a primary service area of approximately 0.8-square miles between Calhoun and Beaufain streets, with a secondary response area of the entire peninsula. Marine 101, a 36’ fireboat, is berthed at the foot of S. Adgers Wharf approx. 0.9-miles away. This vessel is used to respond to calls for service in the harbor and in support of various harbor patrol organizations. A crew of 10 personnel man the station at any given time, and during emergency situations up to 24 personnel can be accommodated in the facility. This station is also identified as a possible staging area for other agencies during emergency operations. Crews at this station respond to approximately 5,000 calls for service throughout the year.

Engines 102 and 103 also serve as part of a first alarm assignment for remainder of downtown Charleston, which includes the Medical University of South Carolina (MUSC) and the affiliated hospital (the only level one trauma center in the region), Roper-St. Francis Hospital and the Charleston Veterans Administration Medical Center; the College of Charleston, and the Charleston School of Law; the Port of Charleston and numerous hotels, restaurants and entertainment venues. The population swells daily from approximately 40,000 residents to as many as 150,000 residents, workers, students, and visitors.

The existing building is an historic two-story, unreinforced masonry structure that is 134 years old. Constructed in 1887 to house four horse-drawn steam engine companies, it has weathered many hurricanes, severe storms, and a brush with a tornado, but thankfully has not had to endure an earthquake like the one that struck Charleston in 1886. That earthquake was estimated to be a 7.2-magnitude, and it did significant damage to structures throughout Charleston and the region. As a result of that damage, the City embarked upon a campaign to replace and upgrade fire stations across the peninsula. Central Station (modern day Station 2 & 3) housed four companies in two connected structures, the Lower Wards station (converted to City offices) housed two companies, and the Upper Wards station (modern day Station 6) housed two companies. All three stations were built by the same architect and builder, and each pair of fire houses were almost identical.

In 2009, the City commissioned an assessment of the all fire stations (see Supplemental Info), including the architectural / structural systems and the mechanical / electrical / plumbing systems. This thorough review of the existing conditions identified a number of deficiencies. Generally, the problems are:
- Unreinforced masonry walls, which are highly susceptible to damage during seismic events;
- Unreinforced roof system dating back to the original construction, which is more likely to suffer damage during hurricanes, tornadoes and other high wind events.
- Non-impact / wind-rated windows, original to the building and in fair condition, which are highly subject to damage during hurricanes, tornadoes, and high-wind events.
- Non-impact / wind-rated personnel and apparatus bay doors, which are subject to damage during hurricanes, tornadoes, and other high wind events.
- Flooding related to building elevation, resulting in periodic loss of use and damage to equipment.

Located within the locally designated “Old & Historic District” and the “Charleston Historic District” on the National Register, the building and any improvements / modifications are subject to the Board of Architectural Review requirements in addition to State and Federal
protection due to its historic status. Therefore, demolition and reconstruction on site is likely not an option. Relocation to another site within the general service area is also not feasible, as there is little vacant land in this area of Charleston that is not subject to the same flooding challenges. Therefore, we are seeking assistance with a retrofit of the existing station to provide the necessary upgrades to allow for continued service to the community.

Describe the specific problem the proposed project is intended to alleviate.
The structure of Fire Station 2 & 3 is individually eligible for the National Register of Historic Places under Criteria C, and is viewed as a contributing resource to the Charleston Historic District. The City Architect & Preservation Officer has indicated that the Secretary of the Interior’s Standards for Rehabilitation have specific requirements related to the exterior of the building, and these will be met. The City has successfully undertaken a number of restoration projects that fall under these guidelines, and will apply the lessons learned in those projects to this work.

This project will entail the steps associated with the design and permitting of a structural retrofit of the existing facility. The selected consultant team will be work with the Fire Department and City facilities personnel to develop plans and specifications. As these documents are prepared, we will confer with local, state and federal permitting agencies. Work will include data collection and testing, with a limited amount of destructive testing anticipated. All on-site work will include air quality monitoring if there is the potential to create unsafe working conditions. This phase of the project will draw heavily upon the work that has been completed within the past several years to implement a structural retrofit on this building’s sibling, Fire Station 6.

Plans will provide for the interior of the structure to be removed as required. This includes required abatement of any hazardous materials, followed by the removal of all interior wood wall framing, the Mechanical / Electrical / Plumbing (M/E/P) systems, and the apparatus bay floors. Historic materials will be salvaged for re-use in the structure whenever possible.

Micropile supports and grade beams will be installed to support the existing walls and a new interior seismic structure. This new structure will become the skeleton of the building, capable of withstanding the seismic and wind loads, and can be accomplished through several possible methods. If we utilize the same methods chosen for FS 6, this would include approximately 159 grout-injected micropiles drilled to a depth of at least 80 feet, a continuous grade beam under the existing flared brick foundations, a reinforced concrete wall along the center of each double-bay, with perpendicular concrete walls to increase shear resistance and reinforced concrete at the arch bay door openings. Structural steel supporting the front facades and first floor side walls will be bolted to the interior face of the brick. The URM above the first floor would be supported with heavy-duty steel stud walls tied to the masonry with stainless steel helical pins (approx. 1 pin per 1.5 SF of wall surface). A continuous steel angle would attach the top of the wall to the roof framing. These reinforcements address both seismic and hurricane hazards.

The existing floor system is constructed of 3x12 joists (approx. 21" o.c.) that span each bay, and four 4x14 joists that span both bays. These massive timbers flank the existing fire pole and stairway openings. Generally every third joist has a forged iron bracket set into the URM and attached to the timber with two bolts. Joints at the central wood-framed wall are generally pegged mortise and tenon, with some large cut nails. Many of these timbers have been significantly compromised by early 20th century plumbing installations, and likely have water and/or insect damage. This project would replace significantly damaged timbers and reinforce all remaining original timbers with LVL members sistered to the joists. Note that at FS 6, the existing joists had significantly more damage than expected, and all of the joists were replaced with new material. The floors will be topped with a new plywood subfloor system and significant quantity of wall ties, tension ties, and other seismic anchors included in the work. This work address both seismic and hurricane hazards by transferring the loads to other parts of the structure.
The existing roof structure will be repaired, reinforced with a new layer of plywood over the existing wood deck, and bolted to the structural steel system that supports the masonry walls. This completes the loadpath from top to bottom. A layer of self-adhesive waterproof membrane will cover the plywood, and a new standing seam copper roof will be installed, including the parapet walls at front and rear. New copper gutters and downspouts will complete the system. This work is primarily related to the hurricane hazard.

Exterior brick will be tied to the new skeleton from the inside, and the exterior will be repointed as needed to ensure structural integrity. Much of the station was repointed within the last 15 years, which will minimize this requirement. The walls are four wythes thick at the first level, three wythes at the second level, and two to four wythes at the parapet level (cap width). The interior faces of the brick will be cleaned and joints raked to at least 1/2" depth, then coated with a fiber-reinforced cement prior to the structural steel and helical pin installation detailed above. Parapets will be further reinforced with structural steel attached to the rear. The original gable vents will be repaired if possible and replaced if necessary. This work addresses seismic and hurricane hazards.

Window sashes will be replaced with new sashes set with 1/4" laminated glass. Frames will be removed for repair if possible, replacement if necessary, and reinstalled into the reinforced openings. An interior storm window will be installed for energy efficiency, and a removable storm protection system included to provide impact resistance. Exterior personnel doors will be repaired or replaced as needed. Apparatus bay doors on the front of the station will be replaced with modern four-fold doors the meet wind and impact protection requirements. The rear bay doors will be replaced with reproduction wood door constructed with modern materials and methods. The interior of the station will be replaced with salvaged historic materials and/or appropriate replacements, and the M/E/P systems replaced entirely to meet the current codes. This will include an integral fire alarm system and fire sprinkler system, neither of which exist at the station now.

The flood zone designation has recently changed, and the project site straddles the line between Zone X and AE-11. With a finish floor elevation between 10.5 and 11.3, some floodproofing work will likely be required. Dry floodproofing would be the preferred standard if it is possible to do so within the historic building requirements. At a minimum, the building will meet the Wet Floodproofing standards, with properly detailed wall sections and elevated M/E/P systems. This lesser standard has been used to calculate the BCA.

The diesel generator system was recently replaced as part of another HMGP grant. The new generator and tank will remain in their current location, and the ATS will be located in the area that works best with the retrofit. Outbuildings and their functions will be addressed if necessary to support the function of the station and within the overall budget.
Costs

Cost Line Items

Please specify any project costs that aren't worksheet or site-specific (since those costs will be specified in the individual worksheets).

Phased Project: No
If this project is to be done in 2 phases - A and B.

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Price</th>
<th>Pre-Award</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>See attached</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Strategic Funds Management Initiative

Does this project qualify for SFM? No

Subrecipient Management Cost

Will your agency take part in the Subrecipient Management Cost Program? Opt-out

Funding Sources

Method: ☐ By Percent  ☐ By Amount

Estimated FEMA Share: 56.5 % $6,506,571
Estimated State Share: % $0.00
Non-Federal Share - Estimated Local Share (Include In-Kind Value): 43.5 % $5,000,013
Total Allocated: 100 % $0.00
Subrecipient Management Cost Amount: $ 0.00

The amount of Subrecipient Management Cost requested for this Project.
Timeline

Project Milestones

Total # of weeks for entire project: 159

List the major milestones in this project. The state requires 90-day period milestones.

Example 1: Demolition of 6 structures and removal of debris, 1-90 Days
Example 2: Design, Engineering and H & H Studies, 91-180 Days

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Start Day</th>
<th>End Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Select &amp; contract w/ design team</td>
<td>0</td>
<td>150</td>
</tr>
<tr>
<td>Design &amp; Permitting</td>
<td>151</td>
<td>270</td>
</tr>
<tr>
<td>State &amp; Federal approvals</td>
<td>271</td>
<td>360</td>
</tr>
<tr>
<td>Bid &amp; contract for construction</td>
<td>361</td>
<td>480</td>
</tr>
<tr>
<td>Construction (18 months)</td>
<td>481</td>
<td>1020</td>
</tr>
<tr>
<td>Float time (Contingency)</td>
<td>1021</td>
<td>1080</td>
</tr>
<tr>
<td>Project close-out</td>
<td>1081</td>
<td>1110</td>
</tr>
</tbody>
</table>
Agreements

A. Maintenance Agreement

All applicants whose proposed project involves the retrofit or modification of existing public property or whose proposed project would result in the public ownership or management of property, structures, or facilities, must first sign and attach the following agreement prior to submitting their application to FEMA.

NOTE: those applicants whose project only involves the retrofitting, elevation, or other modification to private property where the ownership will remain private after project completion DO NOT have to complete this form.)

See attached

B. Applicant Certifications

Each applicant whose proposed project involves elevation of one or more residential structures or relocation or acquisition and demolition of such structures must sign and attach the following certifications.

Not applicable
South Carolina Emergency Management Division
Hazard Mitigation Grant Program

Maintenance Agreement

The ______CITY____ of ______CHARLESTON____, State of ______SOUTH CAROLINA____, hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the routine maintenance of any real property, structures, or facilities acquired or constructed as a result of such Federal aid. Routine maintenance shall include, but not be limited to, such responsibilities as keeping vacant land clear of debris, garbage, and vermin; keeping stream channels, culverts, and storm drains clear of obstructions and debris; and keeping detention ponds free of debris, trees, and woody growth.

The purpose of this agreement is to make clear the Sub grantee’s maintenance responsibilities following project award and to show the Subgrantee’s acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal law or regulation and which are in force on the date of project award. Signed by ______JOHN J. TECKLENBURG____ the duly authorized ______MAYOR______ of ______CITY OF CHARLESTON______,
this ______26th____ of ______JANUARY______, ______2022____.

Signature __________________________________________
FS 2&3 (CENTRAL STATION) – FIRE RESPONSE AREA

First-due response area highlighted. Detail map
Includes schools, churches, synagogues and temples.
Entire response area is in the Old & Historic District.

Second-due response area includes remainder of
the downtown peninsula.

MARINE ONE berth noted.
<table>
<thead>
<tr>
<th>Date</th>
<th>Duration (days)</th>
<th>Loss</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/8/2016*</td>
<td>0.7</td>
<td>$3,500</td>
<td>Hurricane Matthew / DR-4286. Cat. 1 hurricane with significant rainfall. Multiple roof leaks and related damages.</td>
</tr>
<tr>
<td>8/28/2004**</td>
<td>1.3</td>
<td>$500</td>
<td>TS Gaston / DR-1547. 50-70 mph sustained winds. Loss of power.</td>
</tr>
<tr>
<td>1/22/2000**</td>
<td>6.0</td>
<td>$500</td>
<td>SC Winter Storm / DR-1313. Series of severe winter storms resulting in intermittent power interruptions.</td>
</tr>
<tr>
<td>9/14/1999*</td>
<td>2.0</td>
<td>$500</td>
<td>Hurricane Floyd / DR-1299. Loss of power due to Cat. 2 hurricane force winds.</td>
</tr>
<tr>
<td>9/21/1989</td>
<td>21.0</td>
<td>$500</td>
<td>Hurricane Hugo / DR-843. Cat. 3+ hurricane. Approx. 3 weeks without power. Other damages not listed.</td>
</tr>
<tr>
<td>9/29/1959</td>
<td>3</td>
<td>?</td>
<td>Hurricane Gracie. Cat. 3 hurricane with landfall at St. Helena Island, SC (45 miles south). 140 mph winds and 6' storm surge. Several days without power.</td>
</tr>
<tr>
<td>9/29/1938</td>
<td>1</td>
<td>?</td>
<td>F2 Tornado crossed peninsula near station, causing power loss and damage to fire alarm system. Duration estimated. Over $2m in community losses.</td>
</tr>
<tr>
<td>9/18/1928</td>
<td>1</td>
<td>?</td>
<td>&quot;Lake Okeechobee Hurricane&quot;: Landfall just south of Charleston as Cat. 1 hurricane.</td>
</tr>
<tr>
<td>10/3/1927</td>
<td>0.5</td>
<td>?</td>
<td>TS with landfall near Beaufort, SC (approx. 45 miles south). 50 mph winds recorded in Charleston.</td>
</tr>
<tr>
<td>7/13/1916</td>
<td>1</td>
<td>?</td>
<td>Cat. 2 hurricane with landfall near Bulls Bay, SC (approx 30 miles north). Heavy rainsfalls, with severe river flooding and statewide damages near $11m.</td>
</tr>
<tr>
<td>8/27/1911</td>
<td>10</td>
<td>$3,500</td>
<td>H3 - 106 mph max winds in Charleston. Landfall to south. Loss of power &amp; communications. Flooding. 6 + deaths. Over $1m in damages. Fire alarm wrecked; all firemen activated and special watch established.</td>
</tr>
<tr>
<td>10/19/1910</td>
<td>1</td>
<td>$1,000</td>
<td>Major H 5 - TS as it brushed Charleston. 60 mph winds. Telephone &amp; fire alarm wires damaged, 3-1/3' storm surge.</td>
</tr>
<tr>
<td>10/20/1906</td>
<td>2</td>
<td>$1,000</td>
<td>H8 - Cat 1 / TS &quot;in the harbor&quot;. Max winds 64mph. Electricity down at least 2 days. Damage to fire alarm system.</td>
</tr>
<tr>
<td>9/29/1896</td>
<td>1</td>
<td>$500</td>
<td>Cat. 3 hurricane moving NNE from Cedar Key, FL, crossing GA as a Cat. 2 hurricane and then across SC as a Cat. 1 storm. Max winds in Chas. 62 mph.</td>
</tr>
<tr>
<td>10/13/1893</td>
<td>1</td>
<td>$500</td>
<td>Cat. 3 hurricane making landfall just north of Charleston, south of Georgetown. Max winds in Charleston 72 mph. 15 deaths.</td>
</tr>
<tr>
<td>8/27/1893</td>
<td>10</td>
<td>$3,261</td>
<td>&quot;Great Sea Islands Hurricane&quot;. crossing from Savannah, GA as Cat. 3 to NC as a Cat. 1. Max winds in Charleston 120 mph+ (gauge broke). Caused 2,000+ deaths (storm surge drownings) and $10m+ in damages between Charleston and Savannah. Damage in Charleston estimated at $1,162,500.</td>
</tr>
</tbody>
</table>

* Duration modified to represent 2/3 of impact due to existing partial generator capacity.
** Duration modified as above. Values not included due to BCA program limit of 12 events.
Fire Station 2 & 3 was completed in 1887, originally housing four fire companies. Similar two-company stations were constructed south and north of this location, resulting in the name “Central Fire Station” for this site. These stations were constructed after the 7.3-magnitude earthquake that struck Charleston on August 31, 1886. Most of the existing fire stations at the time were heavily damaged, along with 2,000 other buildings. Twenty-seven perished in the event, with another 83 dying from illness and injury in the following weeks. Damage estimates at the time totaled $6 million.

This undated view is from the early days of the station (a 70’ training tower was built behind the station in 1890). Little has changed, though Meeting Street (w/ trolley tracks) and Wentworth Street are now asphalt instead of Belgian Block.

This site is within the National Register “Charleston Historic District” and is subject the Secretary of the Interior’s Standards for Rehabilitation.
The northernmost apparatus bay on Meeting Street is the home for Engine 103. The grooves in the floor provided traction for the horses that pulled the steam-powered fire engine that this was originally stationed here. The stairs lead to the crew quarters upstairs, and a brass firepole is in the opposite corner of the bay. Day room facilities occupy a small area in the rear of the bay.
Crew quarters above Engine 102 provide a typical view of the second-floor area. The stairs to the apparatus bay are on the left, access to the Engine 103 quarters is through the middle door, and the bathroom facility for this crew is center background. Original ceiling heights have been maintained here with the exception of the mechanical space above the bathroom. Walls and ceilings throughout the station are painted beadboard, and the floors are Heart Pine.

The Kitchen & Dayroom area for the crew of Engine 102. The stations were originally constructed without kitchen facilities (or bathrooms), and all modern features have been added since 1887. This area was originally part of the apparatus bay, which opened into the rear yard. The ceiling is lowered to accommodate mechanical space above.
View of the west bay on Wentworth Street, from the rear bay door. Battalion Chief 103 is utilizing part of this space, with laundry facilities, electrical panels, and storage using the remainder. Stairs lead to offices in the former crew quarters. Courtenay Square Park is visible through the windows on the right.

The east bay on Wentworth Street houses the transport vehicle for the Marine Response team. Several pieces of historic firefighting equipment are also stored in this location. Stairs lead to the former crew quarters, now used for CFD offices.
A view of the rear yard immediately behind the four apparatus bays, with arch doors that match the original construction. From L-R: east bay / Marine Response and historic equipment; west bay / Battalion Chief & station facilities; south bay / Engine 102; and north bay / Engine 103. All windows on the structure will be upgraded within the historic limitations and provided with removable hurricane protection.

The rear yard viewed from the interior corner. A new generator capable of fully powering the station for at least 7 days is behind the new fence and will remain. The gray building beyond includes a restroom, exercise area and storage. The exercise area and restroom will be moved into conditioned space as part of the retrofit.
A peek into the station from Meeting Street, showing Engine 102 in the south bay. The original arch doors were mounted on the bronze hinge pins. About 25 years after construction, the original doors were replaced with sliding wood panels on the inside, and then later with the current roll-up doors. This retrofit would install modern four-fold doors to meet the hurricane requirements. All other exterior elements of the building would be refurbished original materials or appropriate replacements.
<table>
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<tr>
<th>Item Name</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
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**Subtotal - HARD COSTS** $8,864,847

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**Subtotal - SOFT COSTS** $1,595,672

**Subtotal - TOTAL PROJECT** $10,460,519

10 % Contingency $1,046,052

**TOTAL PROJECT** $11,506,571

FEMA HMGP $6,506,558
City Match $5,000,013
January 26, 2022

Ms. Candice Shealey
State Hazard Mitigation Officer
S. C. Emergency Management Division
2779 Fish Hatchery Road
West Columbia, SC 29172

RE: FEMA – HMG – 4492 / Financial Commitment
   Charleston Fire Department – Structural Retrofit of Fire Station No. 2 & 3 (Central Station)

Dear Ms. Foster:

The City of Charleston has identified funding in support of the project referenced above in the following amounts:

- General Fund Reserves - $5,000,013.00

Funding will be available as needed during the implementation term of the project. We understand that this project is a reimbursable grant.

Please feel free to contact me should you require additional information. Thank you for your consideration of this application.

Sincerely,

DRAFT

Amy Wharton
Chief Financial Officer
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Geona Shaw Johnson DEPT. Housing & Community Dev
SUBJECT: CONTRACT WITH TARGET CONTRACTORS LLC TO PROVIDE DEMOLITION SERVICES AT 3, 5, 7, AND 9 CUNNINGTON AVENUE

REQUEST: Request the Mayor and City Council approve $78,500 in funding for the demolition of four (4) existing structures located at 3, 5, 7 and 9 Cunnington Avenue, Charleston, SC, and asbestos abatement of one (1) structure located at 7 Cunnington Avenue. This parcel was acquired for the purpose of creating affordable rental housing, and the demolition of these structures is necessary to further facilitate this project.

COMMITTEE OF COUNCIL: Ways and Means DATE: January 25, 2022

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

Housing & Cmty Dev	Yes 
Corporate Counsel			N/A

Signature of Individual Contacted: Geona Shaw Johnson

Attachment

FUNDING: Was funding previously approved? Yes 

if yes, provide the following: Dept./Div.: HCD Account #: 473020-42200

Balance in Account $4,564,481 Amount needed for this item $78,500

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 Winter, CFO

FISCAL IMPACT:

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this _____ day of January, 2022 by and between:

The Owner:  
City of Charleston  and  the Contractor:
Department of Housing and  Target Contractors, LLC
Community Development  9797 Highway 78
75 Calhoun Street, Suite 3200  Ladson, SC 29456
Charleston, SC 29401

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A (City will act as A/E)

WHEREAS, the Owner requires the construction of the project (“the Work”) identified as follows:

Asbestos Abatement & Demolition - Cunnington Avenue project in Charleston, SC
(Project Name)

Short Description of the Project: The work includes demolition of four (4) existing structures located at 3, 5, 7 and 9 Cunnington Avenue, Charleston, SC, and asbestos abatement of one (1) structure located at 7 Cunnington Avenue.

WHEREAS, the Contractor, whose South Carolina license number is G114697 and SCDHEC Asbestos Abatement License number is CO-00264, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

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

OWNER:  City of Charleston

BY:  

CONTRACTOR: Target Contractors, LLC

BY:  

(Signature of Contractor Representative)

David Evans
(Name of Contractor Representative)

ITS:  President
TERMS AND CONDITIONS

NOW THEREFORE, the Owner and Contractor agree to all of the following terms and conditions set forth in this Contract.

1. TIME OF PERFORMANCE:
   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be date indicated in the Notice to Proceed.
   d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:
   a. THE CONTRACT SUM OF $78,500.00 to be paid in response to the Contractor’s Applications for Payment as certified by the A/E and subject to the terms of this Contract.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner: __________________________________________

Not Applicable

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

   It is acknowledged that the Contractor’s failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of $500.00 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are Intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner’s right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS
A. The Contract Documents forming this Contract shall consist of the following:
   1. A fully executed Short Form Construction Contract (this document) and Exhibit A (including Contractor’s Proposal dated December 21, 2021 and any attachments thereto, Terracon Consultants, Inc.’s Asbestos & Lead Paint Survey Reports for #3, 5, 7, and 9 Cunnington Avenue dated November 12, 2021, and Terracon Consultants, Inc.’s Asbestos Abatement Project Design for 7 Cunnington Avenue dated December 10, 2021);
   2. Notice to Proceed;
   3. All Change Orders and Change Directives.

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS
A. The Contractor warrants to the Owner that:

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1. it and its subcontractors (if any) are financially able to complete the Work;
2. it will perform all obligations, furnish all plant, material, equipment, tools, transportation, supplies and labor to complete the Work for the Contract Sum entered above;
3. it is authorized and licensed to do business in the State of South Carolina and the City of Charleston;
4. it will perform the Work with care and diligence and in a professional and workmanlike manner as required by this Contract; and,
5. it has visited the Work site and is reasonably apprised of the conditions in and around the Work area.

C. Contractor's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:
1. not incur any expense chargeable to the Owner until this Contract has been authorized and fully executed by both the Owner and the Contractor;
2. pay for required construction permits or business license fees, labor, materials, equipment, tools, transportation, supervision, testing, etc., required to perform this Contract;
3. visit the Work site and obtain information to assist in familiarization with the Work site, its conditions and any limitations that would affect the performance of this Contract, including subsurface conditions;
4. have the right to rely on information contained in the Contract Documents, but shall give prompt and timely notice to the Owner of any apparent deficiencies or inconsistencies in the information furnished by the Owner or it's A/E;
5. be responsible for all construction means, methods, techniques, procedures and safety measures in the performance this Contract;
6. employ only persons skilled in the Work for which it is to do, employ an experienced superintendent to supervise the Work of its employees and subcontractors who shall be responsible for the acts or omissions of the Contractor’s agents and employees or those of sub-contractors and their agents and employees acting on behalf of the Contractor;
7. not be responsible for the failure of any contractor, sub-contractor, vendor, or other project participant, not under a contract with the Contractor, to fulfill its contractual responsibilities to the Owner or to comply with Federal, State, or local laws, regulations, and codes;
8. 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 Work in the State of South Carolina, the City of Charleston and as required by this Contract; and,
9. if during the course of executing the Work, the Contractor encounters material believed to be of archeological significance, then the Contractor shall immediately stop Work in the affected area and report the finding to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the item of archeological significance has been removed by the Owner or the area has been rendered protected by the Owner.

D. Owner's Rights and Responsibilities
In addition to any other rights and responsibilities contained in this Contract, the Owner shall:
1. provide the Contractor with available information regarding the Project and the immediate area where the Project is located;
2. pay the Contractor for acceptable Work performed, in accordance with the provisions of this Contract;
3. if the Contractor fails to begin Work within fourteen (14) calendar days of the DATE OF COMMENCEMENT as Indicated in the Notice to Proceed, the Owner shall have the right to declare the Contractor in material breach of this Contract and terminate the Contract immediately without notice; and,
4. act as the A/E in the absence of a licensed design professional.

E. A/E's Rights and Responsibilities
In addition to any other rights and responsibilities contained in the Contract, the A/E shall:
1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;
2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

**ARTICLE 3 – CONSTRUCTION ADMINISTRATION**

**A. Shop Drawings and Samples**
1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit three sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

**B. Materials and Workmanship**
1. The Contractor shall not use or allow the use of any asbestos-containing product.
2. The Contractor shall not use or allow the use of lead material in public water application. Lead-free solder, flux and pipe must be used in all public drinking water and wastewater applications. Lead-free solder and flux is defined as containing less than 0.2% lead while valves, pipes and appurtenances must contain less than 8.0% lead.
3. The Contractor warrants that unless otherwise specified or permitted by the Contract Documents, all materials shall be new, in first class condition, and installed using workmanship of the highest quality in accordance with the Contract Documents.

**C. Inspection and Testing of Materials**
1. The Contractor shall have performed and documented all inspections and tests required by the Contract Documents, including those required by the City's building officials.
2. The Contractor shall leave uncovered all areas of Work that are called out in the Contract Documents to be left uncovered, or the A/E requests to be left uncovered prior to being inspected. The Contractor shall give adequate notice to the A/E of the time requested for an inspection of these areas.

**D. Substitutions**
1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.
2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

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E. Changes in the Work
1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:
      
      \[
      \begin{array}{ccc}
      \text{Overhead} & \text{Profit} & \text{Commission} \\
      (\%) & (\%) & (\%) \\
      10 & 7 & 0 \\
      \end{array}
      \]
   b. For the Contractor or subcontractor on Work performed by its subcontractors:
      
      \[
      \begin{array}{ccc}
      \text{Overhead} & \text{Profit} & \text{Commission} \\
      (\%) & (\%) & (\%) \\
      10 & 0 & 3 \\
      \end{array}
      \]
   c. To a first tier subcontractor on Work performed by its subcontractors:
      
      \[
      \begin{array}{ccc}
      \text{Overhead} & \text{Profit} & \text{Commission} \\
      (\%) & (\%) & (\%) \\
      10 & 0 & 3 \\
      \end{array}
      \]
   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment
1. The Contractor shall have an authorized person or persons to receive all items and shall properly unload, check for completeness of shipments, and in-transit damage.
2. The Contractor shall properly handle and store materials, supplies, equipment etc. In accordance with the Delivery Order or manufacturer's printed instructions of each product.

G. Reports
1. The Contractor shall prepare Daily Progress Reports on a form provided by the Owner. Reports shall be submitted to the Owner on a weekly basis.

H. Time for Completion
1. Requests for time extensions shall be made promptly. Delays of the Work due to circumstances beyond the control of the Contractor shall be adequately documented and submitted to the Owner with any request for an extension of the time for the completion.
2. The time allowed for Substantial Completion includes five (5) calendar days per calendar month for delays due to inclement weather. Delays due to weather beyond the five days may be requested as a time extension to the time for completion. The Contractor shall submit job site weather data supporting the claim for an extension of time.
3. Should completion of the Work extend past the original or amended Contract Date of Substantial Completion, the Owner will retain as liquidated damages, and not as a penalty, the amount listed on Page 1 and reduce the Contractor's final payment by that amount.

I. Guarantees and Warranties
1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.
2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

J. Use of the Site
   1. The Contractor shall confine its operations to areas permitted by laws and ordinances, and as defined in the Contract Documents. The site must be maintained in a reasonably clean condition, free of trash and debris. The Contractor shall, on a regular basis or as specifically requested by the Owner, remove from the site all trash, debris, tools and equipment no longer needed for the Project.
   2. The Contractor shall provide access to the site where the Project is being completed for representatives of the Owner, the Owner, the A/E and for all authorities having jurisdiction over the Project.

K. Taxes
   1. The Contractor shall include in its Bid, and pay for, all taxes in effect or scheduled to go into effect at the time of bidding.
   2. The Contractor’s attention is directed to Title 12, Chapter 8, of the SC Code of Laws, as amended, concerning withholding of tax for non-residents, employees, contractors and subcontractors.

ARTICLE 4 - PAYMENTS
A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.
C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/E’s evaluation of the Contractor’s Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor’s last payment until the Final Application for Payment is paid.
D. The Contractor’s Final Application for Payment may be submitted when the following have occurred:
   1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
   2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
   3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
   4. The Contractor has completed all training and other startup/turnover support activities with the Owner’s staff.
E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 - CLAIMS
A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.
B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.
C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

Small Construction Contract
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D. Pending a resolution of the Claim, including any dispute resolution under this Contract, the Contractor shall proceed to perform as required by the Contract and the Owner shall continue to make payments in accordance with this Contract.

ARTICLE 6 - DISPUTE RESOLUTION
A. The parties agree to attempt in good faith to resolve their disputes arising from a Claim or controversy arising out of or relating to the Contract. To the extent that the parties are unable to reach a resolution, the parties agree that any suit, action or proceeding arising out of or relating to the Contract shall be instituted and maintained only in a state or federal court located in Charleston County. The Contractor agrees that any act by the Owner regarding the Contract is not a waiver of either the State’s sovereign immunity or the State’s immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the phrase “the State” includes any governmental entity transacting business with the Contractor pursuant to the Contract (including the Owner).

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT
A. Owner’s Right of Termination
1. The Owner may, at any time, terminate the Contract, in whole or in part, with or without cause for the Owner’s convenience, upon thirty (30) days written notice to the Contractor. If Owner terminates the Contract for convenience, the Contractor shall be paid for acceptable Work completed through the date of termination.
2. The Owner may, upon written consent of the Contractor, reinstate the terminated portion of this Contract in whole or in part if it is determined by the Owner, in its sole discretion, that it is necessary or advantageous to the Owner. Compensation shall be equitably negotiated by agreement between the Owner and Contractor.

B. Contractor’s Right of Termination
1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.

2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.

3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner’s Right of Suspension
1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.

2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 - PROTECTION OF PERSONS AND PROPERTY
A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.
B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

C. As to hazardous materials, this Article shall apply only to hazardous, toxic or radioactive materials or substances subject to the regulations of agencies having jurisdiction such as, but not limited to, the S.C. Department of Health and Environmental Control (SCDHEC), the U.S. Environmental Protection Agency (USEPA) and the U.S. Nuclear Regulatory Commission (USNRC).

D. For the purposes of this Contract, the term “rendered harmless” shall be interpreted to mean that measured levels of verified hazardous, toxic or radioactive materials or substances are less than the applicable standards established by authorities having jurisdiction. In no event, shall the Owner have any responsibility for any substance or material that is brought to the Project site by the Contractor, any Subcontractor, any material supplier, or any entity for whom any of them is responsible, unless such materials or substances were expressly required by the Contract Documents. The Contractor agrees not to use any fill or other materials to be incorporated into the Work that are hazardous, toxic, or radioactive, or made up of any items that are hazardous, toxic, or radioactive.

**ARTICLE 9 – INDEMNITY**

A. The Contractor shall indemnify and save harmless the Owner and the Owner’s officers, 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 Owner 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.

**ARTICLE 10 – INSURANCE AND BONDS**

A. The Contractor shall purchase and maintain insurance to protect against claims that may arise out of the Contractor’s operations under the Work of this Contract. The limits shall be for not less than the limits set forth in this Article, shall be written on an occurrence basis and shall be in force for the duration of the Contract.

B. The Contractor’s Liability Insurance shall include all major divisions of coverage and is to be based on a Commercial basis including the following:
   2. Independent Contractor’s Protective.
   4. Personal and Advertising Injury.
   5. Contractual, including specified provisions for Contractor’s obligations.
   6. Broad Form Property Damage, including Completed Operations.
   7. Owned, Non-Owned and Hired Vehicles.
   8. Errors and Omissions.

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:
      a. General Aggregate (per project) $ 2,000,000
      b. Products/Completed Operations $ 1,000,000
      c. Personal and Advertising Injury $ 1,000,000
      d. Each Occurrence $ 1,000,000
      e. Fire Damage $ 50,000
      f. Medical Expense (any one person) $ 5,000

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2. Business Auto Liability (including all owned, non-owned, and hired vehicles):
   a. Combined Single Limit $1,000,000
      -OR-
   b. Bodily Injury & Property Damage (each) $1,000,000
3. Workers Compensation
   a. Statutory
   b. Employer’s Liability
      $100,000 Per Accident
      $500,000 Disease, Policy Limit
      $100,000 Disease, Each Employee

D. The aggregate Limits of the Contractor’s Insurance shall apply, in total for this Contract. This shall be indicated on the Certificate of Insurance as “Per Project”, or in an attached policy amendment.

E. The Owner shall be listed as the certificate holder of the Contractor’s Liability Insurance.

F. Certificates of Insurance shall be in the form of the latest edition of the ACORD 25 and shall be filed with the Owner prior to commencement of the Work. In addition to Certificates of Insurance, the Contractor shall supply a written endorsement to the Contractor’s general liability insurance policy that names the Owner as an additional insured. The endorsement shall provide that the Contractor’s liability insurance policy shall be primary, and that any liability insurance of the Owner shall be secondary and noncontributory. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner.

G. In no event shall any failure of the Owner to receive certified copies or certificates of policies required under this Article or to demand receipt of such certified copies or certificates prior to the Contractor’s commencing the Work be construed as a waiver by the Owner of the Contractor’s obligations to obtain insurance pursuant to this Article. The obligation to procure and maintain any Insurance required by this Article is a separate responsibility of the Contractor and independent of the duty to furnish a certified copy or certificate of such insurance policies. Cancellation of Insurance shall be grounds for the immediate termination of the Contract.

H. Bonds
   If required, the Contractor shall deliver to the Owner properly executed Performance and Payment Bonds.
   1. Bonds shall each be in the amount of 100% of the amount of the Contract.
   2. The Surety providing the Bonds shall have, at a minimum, a “Best Rating” of “A” as stated in the most current publication of “Best’s Key Rating Guide, Property-Casualty”. In addition, the Surety shall have a minimum “Best Financial Strength Category” of “Class V” and in no case less than five (5) times the Contract amount. The Bonds shall:
      a. be issued by a surety company licensed to do business in South Carolina; and,
      b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
      c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
      d. display the Surety’s Bond Number.
   In lieu of bonds, City will accept Contractor’s certified check in the amount of 50% of the total contract amount, to be reimbursed upon Final Completion.

I. Property Insurance
   The Contractor shall purchase and maintain Builder’s Risk insurance on the Project in the amount of the Contract Sum and all subsequent modifications on a replacement cost basis. The Contractor shall be responsible for any deductibles. Such insurance shall be maintained until final payment has been made.

**ARTICLE 11 - CORRECTION OF WORK**
A. The Contractor shall promptly, and with due diligence, correct Work rejected by the A/E or the Owner for failure to conform to the requirements of the Contract, whether such defective Work is observed before or after Final Completion. The Contractor shall pay for correcting the deficient Work including additional testing and inspections and any compensation for A/E services and expenses involved.

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B. If the Contractor fails to carry out the Work in accordance with the Contract Documents, and fails within a seven (7) day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies it may have, proceed to correct such deficiencies. In such case, an appropriate Construction Change Directive shall be issued deducting from payments to the Contractor the reasonable cost of correcting such deficiencies, including the Owner's expenses and compensation to the A/E, if necessary.

C. The Contractor and the Surety (if the Contract is bonded) remain liable for any excess cost or damages resulting from actions set forth in this Article.

ARTICLE 12 – CONSTRUCTION BY OWNER
A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.
B. The Contractor agrees to allow access to the site by the Owner’s workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.
C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS
If the Contractor engages subcontractors to provide Work on the Contract, then the Contractor shall include, or cause to be included, in the agreement with those entities, all provisions contained in this Contract. Subcontractors and sub-subcontractors shall be bound by the same provisions as the Contractor and shall preserve and protect the rights of the Owner.

ARTICLE 14 – COMPLETION AND CLOSEOUT
A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the Inspections.
B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.
C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.
D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW
This Contract is entered into and shall be construed and governed in accordance with the laws of the State of South Carolina. Contractor and City shall: (1) submit to the jurisdiction of the state and federal courts located in Charleston County, South Carolina; (2) waive any and all objections to jurisdiction and venue; (3) and not raise forum non conveniens as an objection to the location of any litigation.

ARTICLE 16 - MISCELLANEOUS
A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.
B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior oral or contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.
C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.
D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

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E. Unless otherwise included in the Contract, nothing shall require the Contractor to discover, handle, remove, or dispose of any hazardous or toxic materials in any form at the project site.
December 21, 2021

Attn: Michael Kiefer
City of Charleston
75 Calhoun Street, Suite 3200
Charleston, SC 29401

Via Email: kieferm@charleston-sc.gov

SUBJECT: Asbestos Abatement & Demolition – Cunnington Avenue (V.1)

SCOPE OF WORK
Target Contractors will furnish all estimated labor, equipment, and supervision to perform asbestos abatement and demolition at the Cunnington Avenue project located in Charleston, SC. The asbestos abatement SOW is limited to ACM materials in 7 Cunnington Avenue only that are identified in the Asbestos Abatement Project Design dated December 10, 2021 prepared by Terracon (Terracon Project No. EN217455). The demolition SOW is limited to demolition of structures located at 3, 5, 7 & 9 Cunnington Ave as clarified or excluded below. The work area is approximately depicted in Exhibit A.

CLARIFICATIONS
1. This proposal is based on One (1) mobilization working straight time 40 hours a week.
2. This proposal includes the demolition and removal of buildings, footings and foundations within the footprint of the building.
3. This proposal includes disposal of asbestos containing materials and C+D in regulated landfills.
4. This proposal includes installation of approximately 310 LF of silt fence along the front of the properties.
5. Target Contractors retains title to all salvage materials present and is entitled to sell or dispose of such material at their discretion and retain the proceeds of any such sale.
6. This proposal includes cleaning site of debris and rough grading with on-site material.

EXCLUSIONS
1. This proposal excludes erosion control measures including but not limited to security fence, construction entrances, barricades, traffic control, tree protection/mitigation/removal and seeding/sodding.
2. This proposal excludes import/export/compaction of all fill material/soils and removal of base materials.
3. This proposal excludes the removal and disposal of asbestos containing materials or other hazardous materials if encountered, other than materials identified in the SOW above.
4. This proposal excludes asbestos inspection surveys, project design and air monitoring service that may be required to complete the asbestos abatement.
5. Any required testing, surveys, assessments, engineering, inspections, land disturbance permitting and similar work will be performed by and paid for by others.
6. Others will perform work to “Make Safe” the work area prior to the start of demolition activities. This proposal excludes utilities and other items noted to be relocated.

WORK SCHEDULE
15 Working Days
PRICING
Demolition (3 Cunnington Ave): $14,100.00
Demolition (5 Cunnington Ave): $14,100.00
Asbestos Abatement & Demolition (7 Cunnington Ave): $32,000.00
Demolition (9 Cunnington Ave): $18,300.00
TOTAL BID: $78,500.00

INSURANCE and BONDS
Our proposal includes General Liability coverage with limits of $2 million each occurrence and $2 million general aggregate; Automobile Liability coverage with limits of $1 million combined single limit; Pollution Liability coverage with limits of $2 million each incident and aggregate; Umbrella Liability coverage with limits of $5 million each occurrence and aggregate; and Worker’s Compensation coverage with $1 million Employer’s Liability coverage. This proposal does not include the cost of performance and payment bonds.

PROCEDURES
All local, state and federal EPA and OSHA codes regarding removal and disposal shall be strictly adhered to. Prior to commencement of work, the owner and contractor are to mutually agree upon project procedures and desired phasing, set-up and scheduling.

LIMITATIONS
If there are delays as a result of unforeseen site conditions, changes in the scope of work, or other delays not caused by Target, there will be additional charges for delays and remobilization, and the scheduled completion date will change accordingly.

This agreement contains the entire agreement and understanding between the parties and supersedes all prior conversations and understandings between them. It may be amended, changed, or modified only in writing signed by purchaser and a representative of Target Contractors.

TERMS OF PAYMENT
In order for Target Contractors LLC to schedule your project in a timely manner, please complete the following information and return at your earliest convenience. Our payment terms are Net 30 days from the date of the invoice.

THIS PROPOSAL MAY BE WITHDRAWN IF PROPOSAL NOT ACCEPTED WITHIN 30 DAYS

9797 Highway 78, Ladson, SC 29456
www.targetcontractorsllc.com
We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business. If you have any questions or if I may be of further assistance, please contact me directly at (843) 396-3905. We thank you for your time and consideration.

Sincerely,

David Evans
President

ACCEPTED BY: ___________________________ DATE: ______________

TITLE: ___________________________ PO#: ___________________________
EXHIBIT A

ABBREVIATED WORK PLAN

1. Approximately 310 LF of silt fence installed along the front of 3, 5, 7 & 9 Cunnington Avenue.
2. Prior to demolition of the structure at 7 Cunnington Ave, RACM in 7 Cunnington Avenue to be abated by licensed abatement contractor in compliance with EPA & SCDHEC regulations and disposed of in a regulated landfill.
3. Demolition equipment used will be excavators with bucket & thumb, skid steer and tools.
4. Onsite demolition team will be a site superintendent, operators and field crew.
5. Structures will be demolished in a safe manner, top -> down.
6. All C+D material will be removed and disposed in a regulated landfill leaving the site clean of debris.
7. The site will be rough graded with onsite material.
South Carolina
Department of Health and Environmental
Control
Asbestos Abatement License

This Certifies That

TARGET ENVIRONMENTAL

has met the requirements of South Carolina Regulation No. 61-86.1 for licensing in
the category of:

Contractor

The holder of this license shall comply with all applicable requirements of said
regulation. This license is not transferable and shall expire one year from the date
shown below.

Jennifer Lynn Boryk
Program Manager, Asbestos
Bureau of Air Quality

DATE: May 12, 2021     LICENSE NO: CO-00264

This license is the property of the Department and must be surrendered on demand. Contractors must post a copy
of this license in a conspicuous place at each worksite.

Issued by: Leticia Velez

S C Department of Health and Environmental Control
2600 Bull Street, Columbia, SC 29201    (803) 898-3432     www.scdhec.gov
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER: Arthur J. Gallagher Risk Management Services, Inc
6950 Symphony Woods Rd, Suite 314
Columbia, MD 21044

INSURED: Target Contractors, LLC
dba Target Materials, LLC
9797 Highway 78
Ladson, SC 29456

INSURER A: NuAllus Insurance Company
17370

COVERAGES CERTIFICATE NUMBER: 1680821851

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

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<th>SUBROGATION</th>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161). Additional Remarks Schedule, may be attached if more space is required.

CERTIFICATE HOLDER

Insured's Purposes Only

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2018 ACORD CORPORATION. All rights reserved.
TO: Committee on Ways and Means  
DATE: January 13, 2022  
FROM: Julia Copeland  
DEPT: Legal  
ACTION REQUEST: Authorization for Mayor to execute a Memorandum of Understanding between the City and the Charleston Parks Conservancy to improve the Susie Jackson Freedom Memorial Garden  

COORDINATION: The request has been coordinated with:  
All supporting documentation must be included  

<table>
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<tr>
<th>Corporation Counsel</th>
<th>Signature</th>
<th>Attachments</th>
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<tr>
<td>Chief Financial Officer</td>
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<tr>
<td>Cap. Proj. Comte. Chair</td>
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</table>

FUNDING: Was funding needed?  
Yes ☑ No ☐  

If yes, was funding previously approved?*  
Yes ☑ No ☐  

*If approved, provide the following:  
Dept/Div. Acct:  
Balance in Account Amount needed for this item  

NEED: Identify any critical time constraint(s).
STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

MEMORANDUM OF UNDERSTANDING (Susie Jackson Freedom Memorial Garden)

This Memorandum of Understanding (the "MOU") is entered into as of the _____ day of ____________, 2022, by and between the City of Charleston, South Carolina (the "City") and the Charleston Parks Conservancy (the "CPC").

1. The City and the CPC desire to improve the area at Susie Jackson Freedom Memorial Garden, a county-owned property (IGA agreement with County to be referenced here), in accordance with a City-approved Schematic Design (the "Schematic Design") for redevelopment of the Project Area, to be prepared by the Department of Parks. The Phase One area is identified in the attached concept plan ("Phase One"). Future phases as desired by the family of Susie Jackson will need additional coordination with the County for use of additional county land and funding identified by all parties for the additional phases.

2. The Project shall be completed in a multiple phases with the City and the CPC having certain rights and responsibilities as follows:

A. Park Enhancements:

i. CPC Rights and Responsibilities. During the Project, CPC shall:

(a) Participate with the City, and the Family in the design process, to include, but not be limited to such activities, gathering neighborhood support and interest for the project, educating and engaging the community attending meetings, providing funding, and offering input, information and guidance on the Project;

(b) Have approval authority input on the proposed Design Development;

(c) Coordinate with the City in holding public meetings and engaging and recruiting the community volunteers to implement the Project;

(d) Fund, in accordance with the funding procedures set forth in Section A(iii) below, the improvements; and

(e) Provide on-going maintenance as needed for all enhanced planting areas associated with the Project, said maintenance to be accomplished with CPC staff, volunteers, and/or contractors.
ii. **City Rights / Responsibilities.** During the Project, the City shall:

(a) Provide the staff and resources to conduct the design development and participate with CPC in the design process;

(b) Have ultimate approval authority, along with the CPC input, with respect to the proposed Design Development;

(c) Coordinate with CPC in holding public meetings and engaging and recruiting the community volunteers to implement the Project;

(d) Provide staff and resources as necessary to facilitate the construction process, including but not limited to site preparation, related construction, and volunteer management; and,

(e) Provide on-going maintenance as needed for the fountain and related park furnishings with City staff, volunteers, and/or contractors.

iii. **Funding Procedures for Project.** The total estimated cost for Phase One of the Project at the execution of this MOU is $150,000.00. The Contract Funds shall be held paid toward funding Phase One of the Project as follows:

(a) The City has committed $100,000.00 towards the project, which funds are available at the execution of this MOU. City funds will be paid directly to Project vendor(s).

(b) CPC agrees to provide and/or raise the balance of $50,000 within six months of the execution of this MOU. This funding shall be paid to the City and/or directly to Project vendor(s) at the discretion of CPC.

(c) Work shall begin on the execution of the project when at least two-thirds of the total estimated cost, or $50,000.00 (including the City funds) are available. At no point shall expenditures exceed total available funding for Phase One. The City shall maintain an accounting of total project expenditures.

(d) Project scope shall be adjusted as necessary to shortfalls or overages in funding with the agreement of both parties. Excess funding provided and/or raised by CPC can be applied to future phases at the discretion of CPC.
B. Future Phases.

i. The future phases of the Project may include other park improvements (collectively, the "Future Phases").

ii. The CPC and the City will enter into one or more separate Memoranda of Understanding (the "Future MOUs") addressing the parties’ respective roles as to the Future Phases. While the parties have not yet reached agreement as to certain details with respect to their roles during the future phases, the Future MOUs will generally provide that CPC will help fund the payment of the various contracts executed in connection with the future phases by matching City and Community funds committed with respect thereto.

3. Miscellaneous.

A. Notices. All notices, consents and other communications under this MOU shall be in writing and shall be deemed to have been duly given when (i) delivered by hand with signed delivery receipt requested, (ii) sent by email (with receipt confirmed), provided a copy is mailed on the same day by registered mail, return receipt requested, or (iii) received by the addressee, if sent by U.S. Mail or Express Mail, Federal Express or other express delivery service (receipt requested), in each case to the appropriate addresses and facsimile numbers set forth below (or to such other addresses and facsimile numbers as a party may designate as to itself by notice to the other):

If to the City:

City of Charleston, Department of Parks
Attn: Jason Kronsberg, Director
823 Meeting Street
Charleston, SC 29403
kronsbergj@charleston-sc.gov

If to CPC:

Charleston Parks Conservancy
Attn: Tom McGuire, Executive Director
PO Box 21000
Charleston, SC 29413
tmcguire@charlestonparksconservancy.org

B. No Partnership. Nothing herein shall be deemed to create any partnership or joint venture between the parties.
C. **Entire Agreement.** This MOU embodies the entire agreement and understanding among the parties hereto relating to the obligations of the parties hereunder and supersedes all prior agreements and understandings among them, whether written or oral, with respect thereto.

D. **Amendments.** This MOU may be amended only in writing, in whole or in part, at any time only by the approval of the City and CPC. No provision of this MOU may be waived except by a writing signed by both parties.

E. **Applicable Law.** This MOU shall be governed by and construed and enforced in accordance with the laws of the State of South Carolina.

F. **Severability.** If any provision of this MOU is held to be invalid, as applied to any fact or circumstance, such invalidity shall not affect the validity of any other provision hereof or the validity of such provision as applied to any other fact or circumstance.

G. **Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this MOU.

H. **Binding Effect/Successors and Assigns.** The provisions of this MOU shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

I. **Multiple Counterparts.** This MOU may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this MOU by signing any such counterpart.

***Remainder of Page Intentionally Left Blank***
IN WITNESS WHEREOF, the parties have affixed their hands and seals as of the day and year first written above:

City of Charleston:

Witness

Mayor John J. Tecklenburg

Charleston Parks Conservancy

Witness

By:

Its:

Witness
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds, Police Department
SUBJECT: FFY21 BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS
REQUEST: Approval to accept an award for the FFY21 BJA-OJP Connect and Protect Grant for $412,236 for a Mental Health Clinician, one Peer Support Specialist and Crisis Intervention training.

COMMITTEE OF COUNCIL: Ways & Means
DATE: January 25, 2022

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

Corporate Counsel
Cap. Proj. Cmte. Chair
Chief of Police
Grants Coordinator

Yes N/A Signature of Individual Contacted Attachment

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

If yes, provide the following:
Dept./Div.: Account #:
Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).

CFO’s Signature:
FISCAL IMPACT: There is no match required for this grant.

Mayor’s Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds DEPT. Police Department
SUBJECT: FFY21 BUREAU OF JUSTICE ASSISTANCE, OFFICE OF JUSTICE PROGRAMS
REQUEST: Approval to accept an award for the FFY21 BJA-OJP Connect and Protect Grant for $412,236 for a Mental Health Clinician, one Peer Support Specialist and Crisis Intervention training.
COMMITTEE OF COUNCIL: Ways & Means DATE: January 25, 2022
COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
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<tr>
<td>Chief of Police</td>
<td>X</td>
<td></td>
<td>David M. Al</td>
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<tr>
<td>Grants Coordinator</td>
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</table>

FUNDING: Was funding previously approved? Yes [ ] No [X] 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 [X] No

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]
FISCAL IMPACT: There is no match required for this grant. Estimated annual cost to continue program after expiration of grant is $169,000.

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.
Award Letter

December 16, 2021

Dear Chelsea Taylor,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by CHARLESTON, CITY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Connect and Protect: Law Enforcement Behavioral Health Responses. The approved award amount is $412,236.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon
Principal Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the
Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

(3) A renovation that will change the basic prior use of a facility or significantly change its size

(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment

(5) Implementation of a program involving the use of chemicals (including the
identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator
First Name        Middle Name        Last Name
Orbin            ————             Terry

› Award Information
› Project Information
› Financial Information
› Award Conditions
› Award Acceptance
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

### Recipient Information

**Recipient Name**
CHARLESTON, CITY OF

**DUNS Number**
077990786

<table>
<thead>
<tr>
<th>Street 1</th>
<th>Street 2</th>
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<tbody>
<tr>
<td>116 MEETING ST</td>
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<table>
<thead>
<tr>
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<td>South Carolina</td>
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<th>Country</th>
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<tbody>
<tr>
<td>29401</td>
<td>United States</td>
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**County/Parish**

**Award Details**

**Federal Award Date**
12/16/21

**Award Number**
15PBJA-21-GG-04341-NTCP

**Award Type**
Initial

**Supplement Number**
00

**Federal Award Amount**

**Funding Instrument Type**
I have read and understand the information presented in this section of the Federal Award Instrument.

› Project Information
› Financial Information
› Award Conditions
› Award Acceptance
Award Letter

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title
2021 BJA FY 21 Connect and Protect: Law Enforcement Behavioral Health Responses

Awarding Agency
OJP
Program Office
BJA

Application Number
GRANT13414722

Grant Manager Name
Tammy Lovill
Phone Number
202-598-6565
E-mail Address
Tammy.L.Lovill@ojp.usdoj.gov

Project Title
City of Charleston Behavioral Health Response Model

Performance Period Start Date
10/01/2021
Performance Period End Date
09/30/2024

Budget Period Start Date
10/01/2021
Budget Period End Date
09/30/2024

Project Description
The City of Charleston respectfully submits this proposal to create a comprehensive behavioral health response model. We request (1) mental health clinician, (1) peer recovery specialist, and enhanced CIT training to aid in improving our response to individuals suffering from behavioral health issues. Currently, CPD is able to provide short-term, trauma focused therapy to victims of crime through an
embedded mental health clinician. Victims are referred from victim advocates, officers, or other community partners. Providing these services takes up a bulk of the clinician's time at the department, and leaves a gap in services for people who are in need of more immediate crisis intervention and support services in the field. Having an embedded clinician at the department has been huge because it allows the CPD to place a practitioner in a unique and trusted role with officers. While the city has access to and regularly utilizes Mobile Crisis services through the Department of Mental Health, staffing issues and consistent access have posed a significant challenge. Through this grant we hope to employ a second clinician who would be able to co-respond to the scene immediately and potentially de-escalate and triage the situation. This would potentially eliminate the need for Mobile Crisis to respond — freeing them up to go to other incidents in the County and potentially resolve behavioral crises more efficiently. Additionally, this clinician would have the benefit of establishing relationships in the community with citizens who are in need of emergency response or are high-utilizers. Through relationships, there is increased likelihood that they may be more willing to engage in the many services available in the community that they wouldn’t have accessed if only police had responded to the scene. Once engaged in outpatient services in the community, their need for emergency response/crisis response will decrease. CPD's Overdose Outreach Team currently maintains strong partnership with treatment providers and conducts follow-up outreach to overdose victims; however, there is a gap in proactive outreach to the community struggling with SUD. To close this gap, the CPD proposes to hire (1) peer support specialist to conduct place-based, street outreach alongside our Outreach Workers currently embedded within the City of Charleston's Department of Housing and Community Development.

I have read and understand the information presented in this section of the Federal Award Instrument.

› Financial Information
› Award Conditions
› Award Acceptance
› Award Letter
› Award Information
› Project Information
› Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award instrument.

› Award Conditions
› Award Acceptance
This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain – typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies – and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) --
 Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

 Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

 Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

https://justgrants.usdoj.gov/prweb/PRAuth/app/UGITS_/3yZ63xxi_jpDExTQT4XnAzj4xwVMevW*/ITABTHREAD3?pyActivity=PrintWork&Prompt=fals... 2/14
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to
recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28—Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The
high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff Involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this
representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

322

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

323

OJP Training Guiding Principles

Any training or training materials that the recipient — or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

324

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

325

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information.
in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.
28
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or VW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

31
The recipient understands that, in accepting this award, the Authorized Representative declares
and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

**32**

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient’s Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

**33**

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee’s or government’s expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

**34**

The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA’s/OCFO’s grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

**35**

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://justgrants.usdoj.gov

The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other term or condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are...
posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to—(1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

41 Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

42 Recipient may not obligate, expend or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has received and approved the required application attachment(s) and has issued an Award Condition Modification (ACM) releasing this award condition.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance
TO: John J. Tecklenburg, Mayor  
FROM: Mindy Sturm  
DEPT: Executive - MOCYF  
SUBJECT: AMERICORPS VISTA RENEWAL GRANT SUBMISSION  
REQUEST: Approval to submit the renewal grant for VISTA, which will allow us to provide up to 25 VISTA member slots to Charleston non-profits, and to receive 2 VISTA Leaders to serve in MOCYF.

COMMITTEE OF COUNCIL: W&M  
DATE: January 25, 2023

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

<table>
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<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
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<th>Signature of Individual Contacted</th>
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FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐
If yes, provide the following: Dept./Div.: Account #: Balance in Account Amount needed for this item

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: ___________________________  
FISCAL IMPACT:  
There is no match required for the City- per the terms of the grant, the cost share funding will be covered through Site Fees received from participating organizations.

Mayor’s Signature: ___________________________  

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.
The City of Charleston has served as the project sponsor for the AmeriCorps VISTA Grant since 2011, and, with Council approval, will submit the 2022 Renewal Grant Application on February 4 to the Corporation for National and Community Service. If approved, the grant will provide up to 25 VISTA members to local non-profits and organizations serving low-income communities.

Members serve a one-year term of service and are charged with building the capacity of the organization to more effectively serve low-income clients and help them move out of poverty. Members work to strengthen programs and create systems within and among organizations to accomplish this. Examples of projects include creating volunteer management systems, evaluation systems, data management systems, and strengthening fundraising efforts.

The Mayor’s Office for Children, Youth and Families manages the grant, and each year we select sites through an application process.

For the current member year, the following organizations have been hosting members:

- Be a Mentor
- Bridges for End of Life
- Camp Happy Days
- Carolina Youth Development Center
- Charleston Hope
- Charleston Dorchester Mental Health Center
- Charleston Promise Neighborhood
- Children’s Museum of the Lowcountry
- City of Charleston - Business and Neighborhood Services
- College of Charleston Center for Civic Engagement
- Communities in Schools
- Kids on Point
- Navigation Center
- Palmetto Community Action Partnership
- TriCounty Cradle to Career