

Public Services & Facilities Committee 9:00 a.m., Wednesday, November 6, 2024 1207 Palm Boulevard City Hall Council Chambers

Public Comment:

All citizens who wish to speak during the meeting must email their first and last name, address and topic to Nicole DeNeane, City Clerk, at <u>nicoled@iop.net</u> no later than **3:00 p.m. the day before the meeting.** Citizens may also provide written public comment here: <u>https://www.iop.net/public-comment-form</u>

<u>Agenda</u>

- **1. Call to order** and acknowledgment that the press and the public have been duly notified of the meeting in accordance with the Freedom of Information Act.
- 2. Citizens' Comments All comments have a time limit of three (3) minutes.
- 3. Approval of previous meeting's minutes September 10, 2024

4.Old Business

5.New Business

- a. Consideration of contract to Game Time for replacement of playground equipment at Recreation Center
- b. Discussion of next undergrounding utility line projects to pursue with Dominion Energy
- c. Discussion of scope of work for island wide walkability study by the Berkeley Charleston Dorchester Council of Governments
- d. Discussion of latest parking layout for the marina parking lot adjacent to new public dock

6. Miscellaneous Business

7.Adjournment



Public Services & Facilities Committee Meeting 9:00am, Tuesday, September 10, 2024 1207 Palm Boulevard, Isle of Palms, SC and broadcasted live on YouTube: https://www.youtube.com/user/cityofisleofpalms

MINUTES

1. Call to Order

Present: Council members Miars, Hahn, Pierce

Staff Present: Administrator Fragoso, Director Kerr, Director Pitts, Asst. Director Asero, Director Ferrell

- 2. Citizen's Comments
- 3. Approval of Previous Meeting's Minutes August 20, 2024

MOTION: Council Member Pierce made a motion to approve the minutes of the August 20, 2024 meeting. Council Member Hahn seconded the motion. The motion passed unanimously.

4. **Old Business**

A. Discussion and presentation from Trident and MPS regarding City Hall renovation and relocation options

John Edward Griffith of Trident Construction and representatives from MPS shared updated options for a new City Hall based on the previous meeting's conversations. It was noted that the increased square footage on these options is driven by more efficient functionality; all square footage can be adjusted as needed. Mr. Griffith suggested making a site selection and then explore the budget and space needs.

Council Member Hahn said he prefers the Public Safety Infill site option because of the synergy it would create with most City offices in one location. Council members Miars and Pierce expressed their preference for that option as well. Administrator Fragoso said that option limits the growth of Public Safety. Mr. Griffith added that option would also be most disruptive to the Public Safety staff during construction.

Administrator Fragoso said she has received comments about the need for a new City Hall. Council Member Pierce said, "Let's not waste our money renovating this bag of bones. Let's put something new here. You wouldn't put a new veneer on this body, and I'll just use that as an example. It would be a big waste of money to, getting back to the priorities. I think you know how I feel about budgeting right now. I think drainage. I think beach. I think roads. I think we've got 10 priorities in front of a new building. I think this building is functional. I think we have got other options, but that doesn't mean we shouldn't preclude, at some point, in my opinion, if the money ever did come up or we got grants, we're spending some time exploring what we have for options in the future here. But this is a perfectly functional, albeit maybe not optimal, building, but to spend, looking at this plus finance costs anywhere between \$8-\$12 million on a venture right now when we don't have other things figured out how we are going to finance them, I think, is a little bit folly."

Discussion ensued as to the deferred maintenance on City Hall and the costs involved. Council Member Pierce asked for total costs of financing a new City Hall to include the soft costs of furniture and fixings.

Committee members would like to have the building options presented to City Council and include financing and turnkey figures for each option.

Mr. Kessler reviewed the pros and cons of each option. Mr. Griffith shared the results of their parking lot study from July 17. He said that even with a heavy court docket in the middle of the summer there was more than enough parking available should City Hall be built in Lot B. Director Kerr reminded the Committee of the PRT deed restrictions attached to that lot but said the City can offset the parking elsewhere on the island if required to do so.

Trident and MPS will attend the October City Council Workshop to share the options. Council Member Pierce would like more specific square footage on the options. Council Member Pierce would like to have "lean vs. nice to have" laid out in the options, e.g. the balcony.

B. Continued discussion regarding yard debris collection policy

Administrator Fragoso asked Committee members if they had any feedback to add to the options listed in the meeting packet before the issue is discussed with City Council. Director Kerr said "the word is out" that IOP will haul debris away if landscape contractors leave it here. Council Member Miars said there needs to be reasonable limits on debris left roadside and a regular pickup schedule. Council Member Pierce would like to see how the issue is handled by the Town of Mt. Pleasant. Director Kerr said the difference in Mt. Pleasant is that contractors know they have to take it away. Administrator Fragoso added that charging residents for debris removal has not been embraced by City Council in the past.

Additional ideas and Mt. Pleasant's policy will be brought to the next Committee meeting for further discussion.

5. New Business

Discussion of charging a garbage collection fee based on the number of garbage cans used to improve efficiencies and encourage waste reduction and recycling

Administrator Fragoso shared that garbage collection fees are added in property tax bills in other communities. It is a shared cost and not based on volume. Director Pitts said the houses using an excessive number of roll carts is a seasonal and holiday concern.

The City will begin distributing new roll carts soon. Those carts will be barcoded and the new truck will be able to weigh the cans prior to dumping so usage can be tracked.

6. Miscellaneous Business

The next regular meeting of the Public Services & Facilities Committee will be Tuesday, October 1, 2024 at 9am.

7. Adjournment

Council Member Pierce made a motion to adjourn and Council Member Hahn seconded the motion. The meeting was adjourned at 10:08am.

Respectfully submitted, Nicole DeNeane City Clerk

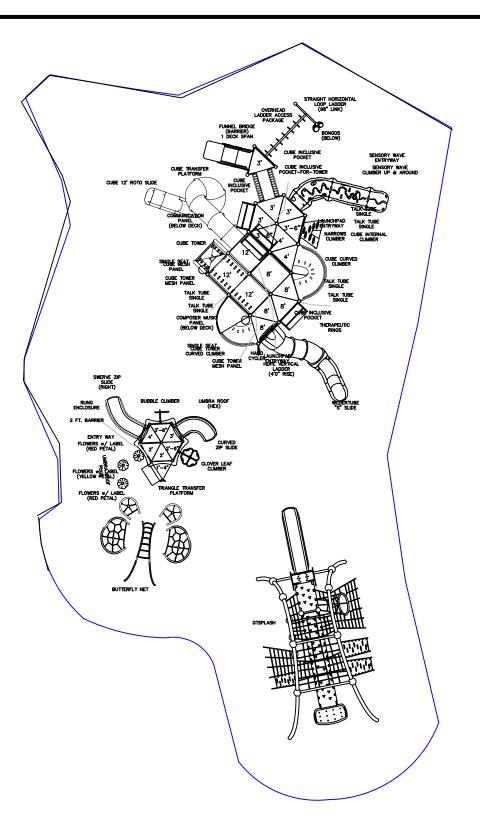


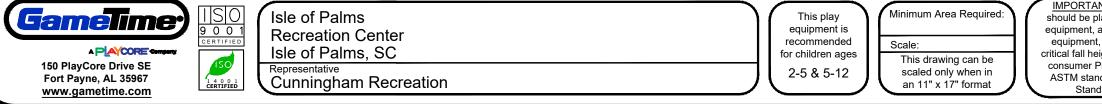
Isle of Palms Recreation Center Isle of Palms, SC



Design • Build • PLAY!







<u>IMPORTANT:</u> Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: CR	
Date [.]	

10/10/24

Drawing Name: 170124-01-05



Isle of Palms Parks and Recreation Attn: Karrie Ferrell 24 28th Avenue Isle of Palms, SC 29451 United States Phone: 843-886-8294 kferrell@iop.net Ship to Zip 29451

Quantity	Part #	Description	Unit Price	Amount
1 RDI	RDU	GameTime - Powerscape Modular Unit for Ages 5-12 (per attached drawings) [Deck:Pvc:] [Accent:] [HDPE:] [Accent2:] [Basic:] [Cabling:] [RotoPlastic:] [Tube:] [2ColorHDPE:]	\$181,418.00	\$181,418.00
		(11) 16701 Ada 49"Tri Punch Steel Dk		
		(2) 6284RP Aventus Entryway		
		(1) 6862RP Aventus Transfer Platform		
		(1) 6863RP Arise Climber		
		(1) 6864RP Aventus Tower Foundation		
		(3) 6865RP Inclusive Play Pocket		
		(2) 6866RP Aventus Tower Mesh Panel		
		(1) 6867RP Aventus Tower 12' Slide		
		(1) 6868RP Aventus Tower Mesh Panel		
		(1) 6869RP Arise Climber w/Cover		
		(1) 6870RP Inclusive Play Pocket (Tower)		
		(1) 6874RP Aventus Internal Climbing Wall		
		(6) 6880RP Aventus Talk Tube		
		(6) 6895RP Aventus Extensions		
		(1) 80001 49"Tri Punched Steel Deck		
		(1) 81510 Horiz Loop Lad Link 98"Lk		
		(1) 81669 Hand Cycler		
		(2) 81680 Single Seat		
		(1) 81688 Therapeutic Rings Attch		
		(1) 81699 Bongos		
		(1) 90207 Overhead Ladder Access Package		
		(2) 90267 9' Upright, Alum		
		(3) 90268 10' Upright, Alum		
		(5) 90269 11' Upright, Alum		
		(2) 90273 15' Upright, Alum		



Quantity Part #	Description	Unit Price	Amount
	(1) 90399 Std Funnel Bridge,1 Dk Span W/ Barrier		
	(1) 90760 8' Wildertube 'S'		
	(1) 153651 24" St Section 30"Dia		
	(1) 153655 30 Deg Elbow Sec 30" Dia		
	(1) 153655 30 Deg Elbow Sec 30" Dia		
	(1) 203582 Tube Entrance Section		
	(1) 204879 Footbuck Assy 40 1/16"Lg		
	(1) 205962 Straight Section		
	(1) 205964 Curved Right Section		
	(1) 206179 Exit Section		
	(1) 207772 Wilder Tube Section		
	(1) 208907 Hdw-Wildertube "S" Slide		
	(1) 312634 Support Assy 70 13/16"Lg		
	(1) 91375 PS Sensory Wave Up & Around (3' & 3'		
	(1) 91457 Sensory Wave Entryway		
	(1) 91595 Composer		
	(1) 91604 HDPE Vertical Ladder 4'0"		
	(1) 91739 Narrows Climber (3'-4'6")		
	(1) 91806 Communication Board		
	(1) 91827 5" Upright Extension w/ Cap 5'		
	(5) 91832 5" Upright Extension w/o Cap 8'		
	(1) 91846 5" Upright Extension w/o Cap 7'		
	(2) G90268 10' Upright, Galv		
	(5) G90270 12' Upright, Galv		
	(2) G90272 14' Upright, Galv		
	(1) G90273 15' Upright, Galv		
1 RDU	GameTime - #PT21004 "Metamorphosis" PrimeTime Unit (per attached drawings) [Basic:] [Accent:] [Deck:Pvc:] [Arch:] [RotoPlastic:] [Roof:] [Roof:]	\$46,517.00	\$46,517.00
	(1) 12023 3 1/2" Uprt Ass'Y Alum 8'		
	(1) 12025 3 1/2" Uprt Ass'Y Alum 10'		
	(6) 12069 3 1/2"Uprt Ass'Y Alum 14'		
	(1) 12438 24" Barrier		
	(6) 18201 36" Tri Punched Deck P/T		
	(1) 18337 36" Tri Transfer Platform		



Quantity	/ Part #	Description	Unit Price	Amount
		(1) 19001 Entry Way		
		(1) 19105 Clover Leaf (2' & 2'-6")		
		(1) 19121 Curved Zip Slide		
		(1) 19214 Rung Enclosure		
		(1) 19217 Bubble (3' & 3'6")		
		(1) 19363 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 19758 Umbra Hex roof		
		(6) 19762 Umbra Roof Plug		
		(1) 38003 Butterfly Net		
		(1) 38220L Flower Yellow Petals W/Label		
		(2) 38222L Flower Red Petals W/Label		
1	6257SP	GameTime - GT Splash [2 Color HDPE:] [Accent:] [Accent 2:] [Basic:] [Basic 2:] [Deck:Pvc:] [Netting:] [Roto Plastic:]	\$62,525.00	\$62,525.00
1	DISCOUNT	MISC - Additional Discount	(\$102,857.00)	(\$102,857.00)
4679	PIP	GT-Impax - Poured in Place Safety Surfacing (per SF)- Price Includes:	\$26.36	
		 4.75" thick for 10' CFH - 2252 SF 5.25" thick for 12' CFH - 2258 SF 50% Standard Color 50% Black Turndown into EWF Crushed Stone Sub-base Trash Removal Freight Installation 		
1	INSTALL	 MISC - Site Work to Include:- R&D of Existing Equipment Installation of Above Equipment R&D of Existing EWF Supply/Install Fill Dirt to build up site 	\$130,125.00	\$130,125.00
1	INSTALL	MISC - R&D of 140' of existing playcurbs and Installation of 140' new Concrete Curbing	\$8,815.00	\$8,815.00
		Optional Add On *Please circle and add an additional \$21,090.00 to the quote total to include R&D of all existing playcurbs (475') and Installation of new Concrete Curbs (475') around the entire area.		
1	INSTALL	MISC - Supply/Install Concrete Sidewalk	\$1,810.00	\$1,810.00
			Sub Total	\$451,691.44
			Freight	\$19,522.75
			Тах	\$16,884.27
			Total	\$488,098.46



Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Pricing DOES NOT include top off of EWF in surrounding area.

* Please note that the current pricing is valid through November 8, 2024. Any orders placed after this date will be subject to 2025 pricing adjustments.

*NASPO Contract #PO-10700-00015861 / Addendum 4400035948

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to fluctuating economic conditions, pricing is valid for 30 days and is subject to change. Please request updated pricing if your quote is older than 30 days before making a purchase.
- TERMS OF SALE: For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.). Checks should be made payable to Playcore Wisconsin, Inc. dba GameTime unless otherwise directed. Any order exceeding \$300,000 will require progress payments during the course of completion.
- CREDIT APPLICATION: Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- FINANCE CHARGE: A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- CASH WITH ORDER DISCOUNT: Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount. Consult local sales representative for CWO terms.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. dba GameTime.
- FREIGHT CHARGES: Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- SHIPMENT: Standard Lead time is 6-8 weeks (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- PACKAGING: All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- RECEIPT OF GOODS: Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



INSTALLATION CONDITIONS:

- ACCESS: The site must be clear, level, and provide unrestricted access for trucks and machinery. Any site that is inaccessible may incur additional charges.
- **STORAGE:** The customer is responsible for providing a secure area for off-loading and storing equipment during installation. Once equipment is delivered to the site, the owner assumes responsibility for any theft or vandalism unless alternative arrangements are made and documented in the quotation.
- FOOTER EXCAVATION: Installation pricing is based on footer excavation through earth/soil only, prior to the installation of drains, subbase, or surfacing. The customer is responsible for any unforeseen conditions such as buried utilities (public or private), tree stumps, rocks, or any other concealed materials or conditions that may result in additional labor or material costs.
- UTILITIES: The installer will contact 811 to locate all public utilities before layout and excavation of footer holes. The owner is responsible for identifying any private utilities. Cunningham Recreation and the installer are not liable for any damage to unmarked private utilities.
- ADDITIONAL COSTS: Pricing is based on a single mobilization for installation unless otherwise stated. The price includes only the items specified in this quotation. Additional site work or specialized equipment needs may result in price adjustments.
- SITE CONDITIONS: The site must have a slope of less than 1.5%. Any excavation or grading required to achieve an acceptable slope is the responsibility of others unless otherwise noted. All demolition and site preparation must be completed before the installation crew is mobilized.
- **GENERAL INSTALLATION NOTES:** Installation will be performed according to the manufacturer's specifications by a GameTime-certified installer. A one-year warranty on all labor is provided from the date of completion. Product warranty and service claims may not include labor.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed):	Title:
Telephone:	Fах:
P.O. Number:	Date:
Purchase Amount: \$488,098.46	
SALES TAX EXEMPTION CERTIFICATE #:	
(PLEASE PROVIDE A COPY OF CERTIFICATE)	

Salesperson's Signature

Customer Signature



BILLING INFORMATION:

Bill to:		
Contact:		
Address:		
Address:		
City, State:		
Tel:	Fax:	
E-mail:		
SHIPPING INFORMATION:		
Ship to:		
Contact:		
Address:		
Address:		
City, State:		_Zip:
Tel:	Fax:	
F-mail [.]		



PARKS & RECREATION EQUIPMENT, INSTALLATIONS AND RELATED GOODS & SERVICES

Lead by the State of Oregon

Master Agreement #: PO-10700-00015861

Contractor: **GAMETIME**

Participating Entity: STATE OF SOUTH CAROLINA

Contract Number: **4400035948**

The following products or services are included in this contract portfolio:

Parks & Recreation and Playground Equipment, Installations and Related Goods & Services

The following products or services are not included in this agreement:

Any item available on this contract that is already available on an existing South Carolina State Term Contract. For this Addendum, the Outdoor Furniture Category items are excluded.

Master Agreement Terms and Conditions:

- 1. <u>Scope</u>: This addendum covers the *Parks & Recreation Equipment, Installations and Related Goods & Services* procurement led by the *State of Oregon* for use by state agencies and other entities located in the Participating State of South Carolina authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
- <u>Participation</u>: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of South Carolina. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Agreement, including this addendum.



PARKS & RECREATION EQUIPMENT, INSTALLATIONS AND RELATED GOODS & SERVICES

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3. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Clint Whiteside
Telephone:	423-425-3162
Email:	Clint.Whiteside@GameTime.com

Participating Enti

Name:	DeAna Reed-Sharpe
Address:	1201 Main St, Ste 600, Columbia SC 29201
Telephone:	803-896-6389
Email:	drsharpe@mmo.sc.gov

PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER

AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity. The following changes are modifying or supplementing the Master Agreement terms and conditions:

4. Definitions:

"Authorized Agent" All authority regarding the conduct of this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement. (S.C. Code Ann. § 11-35-2015)

"Authority" means the South Carolina State Fiscal Accountability Authority. (S.C. Code Ann. § 11-35-310(2))

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum. (S.C. Code Ann. § 11-35-310(26))

NASPO ValuePoint

PARTICIPATING ADDENDUM

PARKS & RECREATION EQUIPMENT, INSTALLATIONS AND RELATED GOODS & SERVICES

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"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

"State" means the State of South Carolina and its Using Governmental Units. (S.C. Code Ann. § 11-35-310(34))

"You and Your" means contractor.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

- 5. <u>Authority as Procurement Agent</u>: The Procurement Officer is an employee of the Authority acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Authority is not a party to such contracts, unless and to the extent that the Authority is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. (S.C. Code Ann. § 11-35-2015)
- South Carolina Prompt Payment Statute: The obligations of any SC Participant are governed by Section 11-35-45 of the South Carolina Code of Laws, if the participant is a "governmental body," as that term is defined in Section 11-35-310(18).
- <u>SC Registered Distributor</u>: Vendor agrees to distribute its products to South Carolina public procurement units through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor when available <u>http://www.scbos.sc.gov</u>. (S.C. Code Ann. § 11-35-4810(4))
- 8. <u>Open Trade</u>: During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300.
- <u>Choice of Law</u>: This PA is established as a term contract (as defined in Section 11-35-310(37)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(37). See clause entitled "Acceptance of Offers 10% Below Price." Use by local public procurement units is optional. Section 11-35-4610(3) defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(24) defines the term political



PARKS & RECREATION EQUIPMENT, INSTALLATIONS AND RELATED GOODS & SERVICES

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subdivision as all counties, municipalities, school districts, public service or special purpose districts.

The contract, any dispute, claim, or controversy relating to the contract, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina. (S.C. Code Ann. § 11-35-2050)

10. <u>Statewide Term Contract - Acceptance Of Offers 10% Below Price</u>: Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the form found at this link:

https://procurement.sc.gov/files/PurchaseOrderTenPercentFormApr2015.docx .

- 11. <u>Choice-of-Forum</u>. All disputes, claims, or controversies relating to the contract shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the contract; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided in the contract or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail.
- <u>No Indemnity or Defense</u>: Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. (S.C. Code Ann. § 11-35-2050)
- 13. <u>EFT Information:</u> The Contractor must furnish to the State Treasurer's Office information necessary for making a payment by electronic funds transfer (EFT). You may do this by completing STO Form 4 and filing it with the STO. Additional information is available at the STO's website at <u>https://treasurer.sc.gov(.)</u> The Contractor is responsible for the currency, accuracy and completeness of the EFT information. Updating EFT information may not be used to accomplish an assignment of the right to payment, does not alter the terms and conditions of this contract, and is not a substitute for a properly executed contractual document. (S.C. Code Ann. § 11-35-45(c))



PARKS & RECREATION EQUIPMENT, INSTALLATIONS AND RELATED GOODS & SERVICES

Lead by the State of Oregon

14. Payment & Interest:

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified herein, including the purchase order, payment shall not be made on partial deliveries accepted by the Government. (b) Unless otherwise provided herein, including the purchase order, payment will be made by electronic funds transfer (EFT). See clause titled "EFT Information." (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off.

- 15. <u>Drug Free Work Place Certification:</u> Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended.
- 16. <u>Code of Conduct</u>: When the Contractor is working under provisions of this contract at facilities controlled by State agencies or other UGUs, Contractor agrees to follow and enforce the Code of Conduct Policy of these entities.
- 17. <u>Publicity</u>: Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer.
- 18. <u>CISG</u>: The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement.



PARKS & RECREATION EQUIPMENT, INSTALLATIONS AND RELATED GOODS & SERVICES

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- <u>Statewide Term Contract Contract Limitations</u>: No sales may be made pursuant to this contract for any item or service that is not expressly included in the Scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment.
- 20. <u>Relationship of Using Governmental Units</u>: Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act.
- 21. <u>Item Substitution</u>: No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.
- 22. <u>Administrative Fee</u>: Procurement Services (PS) issues and maintains State term contracts for the benefit of all South Carolina state and local public entities. State term contracts allow all public entities to maximize their purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. In order to maintain and enhance the quality and quantity of its State term contracts, each participating public procurement unit will be assessed an administrative fee. Accordingly, a public procurement unit (as defined in S.C. Code Ann. § 11-35-4610(5)), by participating in this contract, owes (PS) an administrative services fee ("fee"). Participating public procurement units shall pay the fee to contractor as a part of the contract price. Contractor is responsible both for collecting the fee at the time of billing and for remitting the fee to PS. The fee to be collected by the contractor constitutes a debt by the contractor to PS. Contractor shall factor the fee into its contract pricing and shall not separately itemize or invoice for the fee.

For each reporting period, Contractor shall pay to PS a fee equal to one (1%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of catalog purchases made by any public procurement unit from Contractor pursuant to this contract.

(a) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within fifteen (15) calendar days following contract award. You may contact the Reports Manager at:



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Procurement Services Division Attn: Reports Manager 1201 Main Street, Suite 600 Columbia, SC 29201 Phone: (803) 737-0600 (ask to speak to the Reports Manager)

(b) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number, contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(c) PS or its authorized representatives shall be afforded access to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract, consistent with paragraph 24 of the Master Agreement. PS agrees not to disclose any material discovered or produced during the audit that the contractor reasonably designates as proprietary or confidential. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (d)) and reimburse PS for all costs of the audit.

(d) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall bear simple interest from the date due until paid unless paid within 30 calendar days of becoming due. The interest rate shall be the highest prime rate (as published in The Wall Street Journal) plus 2% per annum (unless a higher rate is provided by law, but in no event be greater than the maximum interest rate permitted by law), shall be variable, and shall be adjusted effective at the close of business on the day of any change in the prime rate. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(e) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) order the contractor to not accept any further orders under the contract until the cause for such order has been eliminated;

(2) terminate this contract;



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(3) order the contractor to not accept any further orders under any other statewide term contract;

(4) terminate the contractor's award of any other statewide term contract.

(f) For purposes of this clause, PS is intended as a third-party beneficiary of this contract. Reports MUST reference the SC Participating number **4400035948** to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number. (S.C. Code Ann. § 11-35-4860(5))

- 23. <u>Taxes</u>: Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. (S.C. Code Ann. Title 12, Chapter 36)
- 24. <u>Subcontractors</u>: All contractors, dealers, and resellers authorized in the State of South Carolina as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 25. <u>Orders:</u> Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
- 26. <u>Term of Contract:</u> The initial term of this contract will begin on the final execution date of this Participating Addendum. The initial term will end at the end of the then current term of the Master Agreement at the time the Participating Addendum is executed. At the end of the initial term, and at the end of each renewal term, this contract shall renew for a period of one (1) year. Regardless, this contract expires no later than the expiration date of the NASPO ValuePoint Master Agreement. (S.C. Code Ann. § 11-35-2030)



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27. Insurance:

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an "insured contract" as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker's Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. (d) For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees of any of them, shall be excess of the Contractor's insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the



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Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced. (g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

28. <u>The Authorized Dealer/Reseller(s)</u> will be the primary contact point for State users and will receive purchase orders and payments and otherwise service the contract, to include assisting with warranty claim resolution. Resellers must also assist agencies as needed when building pricing for all detailed orders.

The Contractor Representative and all Authorized Dealer/Reseller(s) shall comply with all contract terms and conditions.

The Contractor is responsible for maintaining Authorized Dealers/Resellers to provide coverage of all 46 counties of the State throughout the life of the contract. The Contractor shall appoint, when necessary, directly or through its Representative - the Authorized Dealer/Reseller to service a State user, based on their capacity to fulfill the order and/or their location. The Contractor will be responsible for the performance of approved and authorized Representatives and Dealer/Resellers that it designated during the term of the contract. The State will not intercede in disputes between Contractor and its Representatives and/or its Authorized Dealers/Resellers.

During the term of this contract, Contractor may request changes (additions/deletions) of an Authorized Dealer/Reseller by submitting a written request and an updated Authorized Dealer/Reseller Form to the State Procurement Office via email to the Procurement Officer. No additional Dealer/Resellers will be added in the final six months of the contract. The Contractor must give 30 days' written notice of the addition or deletion of any Authorized Dealer/Reseller. Authorized Dealers may not commit sales for a Manufacturer until after they have been approved by the Procurement Officer.

The Contractor is responsible for the reporting and payment of the administrative fee per the requirements of the contract.

NASPO ValuePoint



PARTICIPATING ADDENDUM

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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity:	Contractor:
State of South Carolina	PlayCore Wisconsin, Inc. DBA GameTime
Signature:	Signature:
Dean Bred Sharpe	Chille
Name:	Name: Clint Whiteside
DeAna Reed-Sharpe	
Title:	Title: Director of Sales Administration
Procurement Manager	
Date: 10-22-2024	Date: 10/22/2024

[Additional signatures may be added if required by the Participating Entity]

For questions regarding NASPO ValuePoint Participating Addendums, please contact the Cooperative Contract Coordinator team at <u>ccc@naspovlauepoint.org</u>.

Fully executed NASPO ValuePoint Participating Addendums must be submitted via email in PDF format to pa@naspovaluepoint.org.

IOP NSSF PROJECT ESTIMATES

*IMPORTANT NOTE: ALL INFORMATION IN THIS PROPOSAL IS PRELIMINARY. FURTHER WORK IS NEEDED TO DETERMINE THE FEASIBILITY OF EACH PROJECT. AFTER FURTHER INVESTIGATION, ISSUES MAY BE DISCOVERED THAT WOULD PREVENT DOMINION ENERGY FROM COMPLETING THE WORK AS DESCRIBED. ESTIMATED COSTS ARE ONLY MEANT TO PROVIDE AN IDEA OF THE SCALE OF THE PROJECT COST AS DESCRIBED.

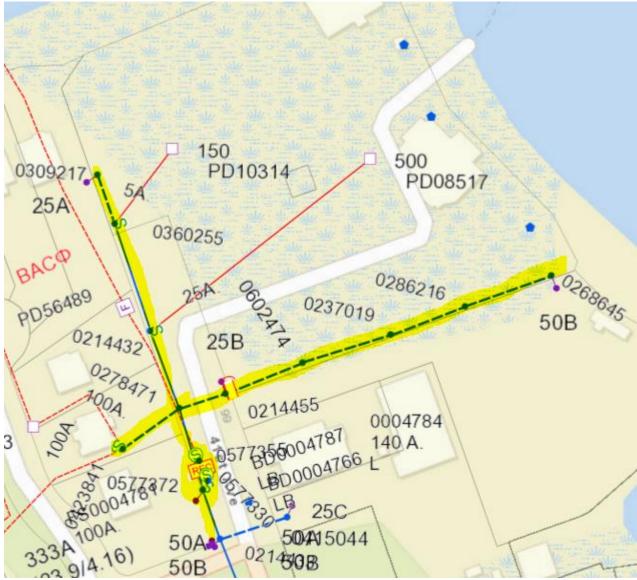
PROJECT #1: CITY MARINA – OVERHEAD to UNDERGROUND CONVERSION

PROJECT #2: 41ST AVENUE – OVERHEAD to UNDERGROUND

PROJECT #3: 21ST AVENUE – CROSSINGS CONVERSION – Completed in 2023.

PROJECT #4: 14TH AVENUE – OVERHEAD to UNDERGROUND CONVERSION

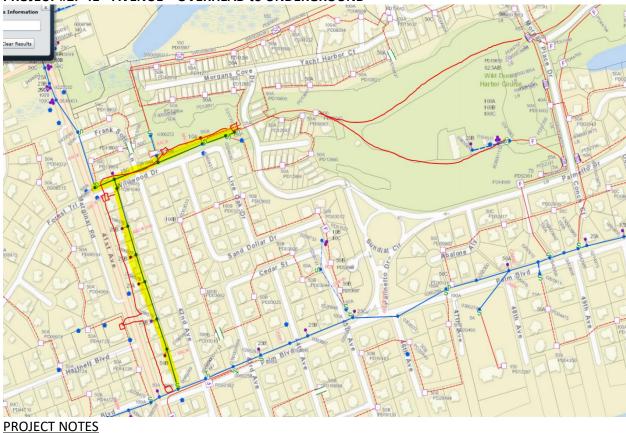
PROJECT #5: PALM /OAK HARBOR BLVD (11TH-13TH) OVERHEAD to UNDERGROUND CONVERSION



PROJECT #1: CITY MARINA - OVERHEAD to UNDERGROUND CONVERSION

PROJECT NOTES

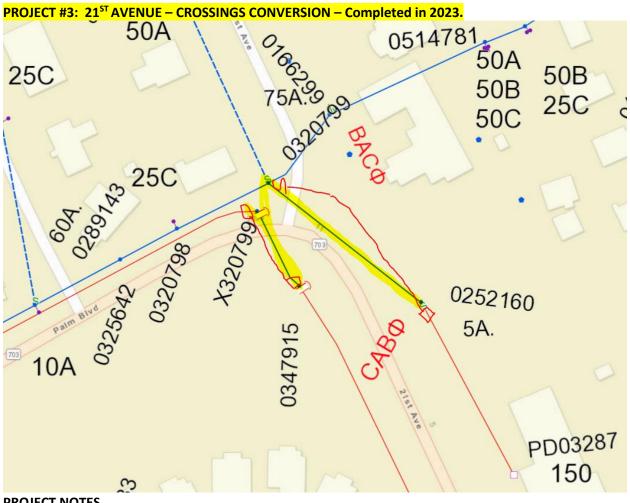
- ESTIMATED COST RANGE: \$150,000-\$250,000
- CURRENT RENOVATION PROJECTS IN PROGRESS AT THE MARINA RESTAURANT & SLIPS
- COMMUNICATIONS UNDERBUILT ON THIS LINE



PROJECT #2: 41ST AVENUE - OVERHEAD to UNDERGROUND

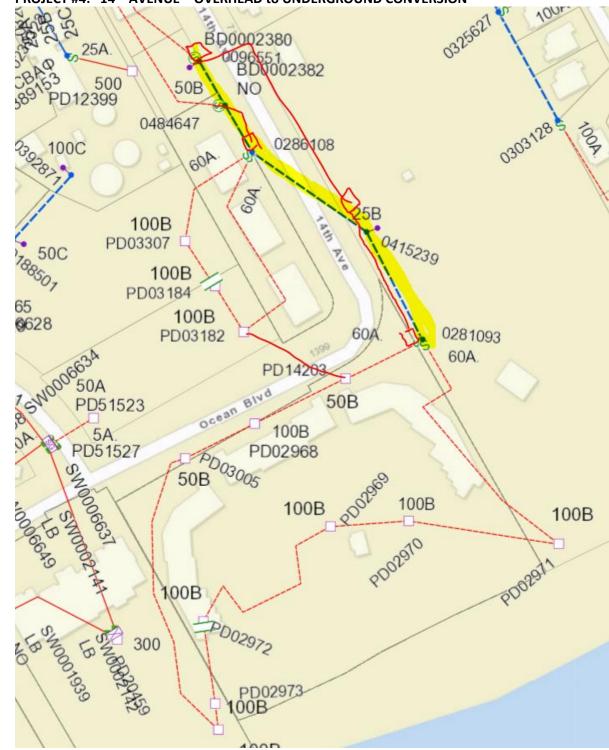
• ESTIMATED COST RANGE: \$450,000-\$600,000

- BACK LOT LINE BETWEEN 41ST AND 42ND
- COMMUNICATIONS UNDERBUILT ON THIS LINE
- SCOPE OF WORKS ITEMS: CAN BE BROKEN UP INTO A PHASED APPROACH



PROJECT NOTES

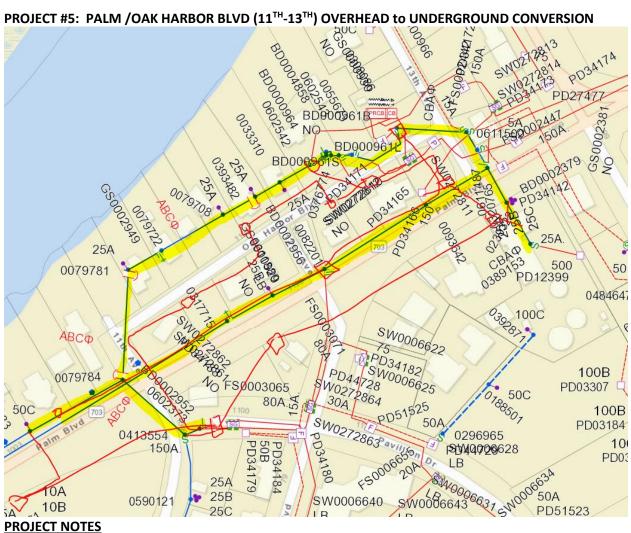
- ESTIMATED COST RANGE: \$30,000-\$60,000
- PALM BLVD & 21ST ARE BOTH DOT ROADS SO DESIGN (AND COST) WOULD BE HEAVILY • DEPENDENT ON APPROVAL OF SCDOT PERMIT
- COMMUNICATIONS LINES UNDERBUILT ON EXPRESS FEEDER CROSSING
- SCOPE OF WORK ITEMS: EITHER CROSSING CAN BE CONVERTED INDEPENDENTLY •



PROJECT #4: 14TH AVENUE – OVERHEAD to UNDERGROUND CONVERSION

PROJECT NOTES

- ESTIMATED COST RANGE: \$40,000-\$80,000
- COMMUNICATIONS UNDERBUILT ON THIS LINE



ESTIMATED COST RANGE: \$600,000-\$900,000

		IOP Walkability Study (9/24)			
Task 1	Facility	Assessment			
Month 1	Conduc	t a comprehensive assessment of the existing bike and pedestrian infrastructure on the island,			
	includin	g sidewalks, crosswalks, bike lanes, and shared-use paths.			
	1.1	Prepare detailed base maps of existing infrastructure based on aerial photography			
	1.2	Ground-truth inventory			
	1.3	Map proposed/funded improvements			
	1.4	Determine metrics to evaluate the design and functionality of existing infrastructure, considering factors such as safety, connectivity, signage, lighting, and maintenance.			
Task 2	Stakeho	older Input			
Month 3		ate a public workshop, with stations to gather input on safety hotspots, areas of activity, and improvements			
	2.1	Coordinate with City to identify place and time for workshop			
	2.2	Support the City in advertising the workshop			
	2.3	Prepare maps/boards etc. for the workshop			
	2.4	Prepare and disseminate public survey **			
	2.5	Staff facilitiation of the workshop (up to 3 COG staff)			
	2.6	Conduct one -on-one interviews of decision makers and stakeholder groups as needed (up to 8) **			
Task 3	Develo	Recommendations			
Month 4-	Develop	a set of recommendations for infrastructure improvements, prioritizing based on safety,			
5	accessi	bility, and community needs considering the integration of sustainable and environmentally			
	3.1	Develop an initial set of recommendations from public input			
	3.2	Compare/combine recommended list of improvements based on assessment of existing facilities in Task 1			
	3.3	Score recommendations based on improvement potential to address safety and/or accessbility, feasibility of construction, impacts on surrounding environment			
	3.4	Vet proposed list with City staff to categorize improvements			
	3.5	Prepare cost estimates for vetted list			
	3.6	Prioritize list of improvements			
	3.7	3.7 Facilitiate public vetting of proposals if requested **			
Task 4	Final Re	port			
Month 6-	Prepare	$\mathbf e$ a final report summarizing the study findings, recommendations, and implementation			
7	strategi				
	4.1	Summarize process and finding, evaluation and recommendations			
	4.2	Provide results of project evaluations and cost estimates			
	4.3	Provide synopsis of available funding sources			
	4.4	Present findings to elected officials (public meeting)			

