

CHARLESTON CITY COUNCIL

Regular Meeting

September 20, 2021

at 7:00 PM



THIS MEETING WILL TAKE PLACE IN PERSON AND CAN BE VIEWED LIVE VIA

<https://charlestonwv.civicclerk.com/web/home.aspx>

Council Chambers, Third Floor
City Hall, 501 Virginia St. E.
Charleston, WV

AGENDA

CALL TO ORDER BY THE MAYOR

INVOCATION AND PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC SPEAKERS AND CLAIMS

1. **INTERESTED PUBLIC SPEAKERS MUST REGISTER AT THE CLERK'S TABLE IN PERSON NO EARLIER THAN 15 MINUTES BEFORE THE MEETING STARTS. FIVE (5) SPEAKERS WILL BE PERMITTED (RULE NO. 22 (B)).**
2. Claims 9-20-2021

PROCLAMATIONS

1. 9-20-2021

COMMUNICATIONS

1. 9-20-2021

MISCELLANEOUS RESOLUTIONS

1. Resolution No. 537-21 - A resolution honoring Councilmember John Kennedy Bailey.

REPORTS OF STANDING COMMITTEES

FINANCE

1. Resolution No. 535-21 - Authorizing the Mayor or City Manager to enter into a contract with Atlantic Emergency Solutions to purchase an Ambulance for the Charleston Fire Department.
2. Resolution No. 536-21 - Authorizing the Executive Director of the Charleston Coliseum and Convention Center to enter into a contract with Evan Corporation to design and install a horizontal lifeline fall protection system in the Charleston Coliseum.
3. Resolution No. 538-21 - Authorizing the Mayor or City Manager to enter into a contract with Atlantic Emergency Solutions to purchase 5 Self-Contained Breathing Apparatuses for the Charleston Fire Department.

REPORTS OF OFFICERS

1. 9-20-2021

NEW BILLS

1. 9-20-2021

UNFINISHED BUSINESS AND/OR MISCELLANEOUS BUSINESS

REMARKS BY MEMBERS

ROLL CALL

ADJOURNMENT

THE NEXT REGULAR MEETING OF COUNCIL WILL BE HELD OCTOBER 4 , 2021 AT 7:00 P.M.

THE AGENDA WAS AMENDED 9-16-2021

***Meetings may be recorded and broadcast via internet <https://charlestonwv.civicclerk.com>**



AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

DYLAN DAILEY, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 1321 TURLEY RD. CHARLESTON WV. 25314

Telephone Number: (832) 474-4432

and that on the 25TH day of AUGUST, 2020/2021 at approximately 2:10 am/pm
in the City of Charleston, West Virginia, he/she sustained

EXTENSIVE DAMAGE TO VEHICLE

Nature Of Injury And/Or Damage

As A Result Of:

NEGLIGENCE IN MAINTAINING TREES ON CITY PROPERTY

As a result of which accident, the Claimant, DYLAN DAILEY, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

[Signature]
Signature of Claimant

9-13-21

Taken, subscribed and sworn to before me this _____ day of _____, 2021.

My commission expires _____

See attached
Document

Notary Public

RECEIVED

SEP 14 2021

OFFICE OF CITY CLERK



AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority:

GRACE E FISHER

Claimant

who, after being first by me duly sworn, deposes and says:

That this affiant resides at 4 TENTH AVENUE, ST. ALBANS WV 25177

Telephone Number: 304-546-3405

and that on the 13TH day of AUGUST, 2020/2021 at approximately _____ am/pm
in the City of Charleston, West Virginia, he/she sustained

DAMAGE TO CAR BUMPER

Nature Of Injury And/Or Damage:

As A Result Of:

WARNING SIGN BLOWN OVER ON CAR WHILE PARKED AT MR. TIRE ON
KANAWHA BLVD.

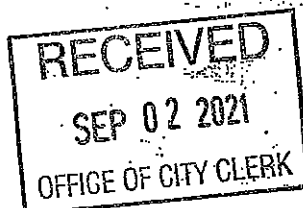
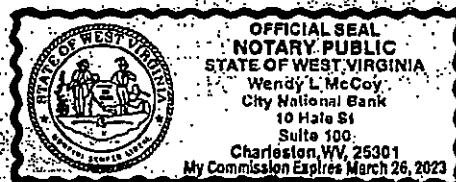
As a result of which accident, the Claimant GRACE FISHER does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Grace E Fisher

Signature of Claimant

Taken, subscribed and sworn to before me this 20 day of August, 2021.
My commission expires March 26, 2023.

Wendy L McCoy
Notary Public





AFFIDAVIT
City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Debbie Mays, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 619 Maywood Ave East Clendenin WV 25045

Telephone Number: 304-549-6993

and that on the 08 day of 06, 2020/2021 at approximately 11:30 am/pm
in the City of Charleston, West Virginia, he/she sustained

I was driving to court house and I miss the turn in to parking building.
had to go down Capital St. They were working on street pouring cement
Nature Of Injury And/Or Damage

As A Result Of:

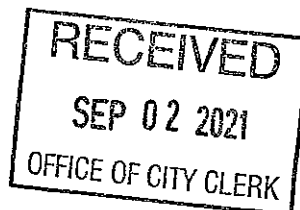
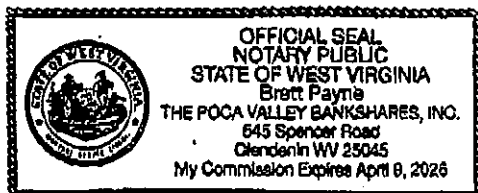
The cement splashed on my car

As a result of which accident, the Claimant, _____, does hereby
make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by
him/her in the future.

Debbie Mays
Signature of Claimant

Taken, subscribed and sworn to before me this 1st day of September, 2021.
My commission expires April 9 2026.

[Signature]
Notary Public





AFFIDAVIT City of Charleston



STATE OF WEST VIRGINIA
COUNTY OF KANAWHA, to-wit:

The Mayor, Recorder, and/or Municipal Attorney of the City of Charleston, West Virginia, will take notice that this day appeared before the undersigned authority,

Richard J Symms, Claimant,
who, after being first by me duly sworn, deposes and says:

That this affiant resides at: 129 Rolling Acres, Winfield, WV 25313

Telephone Number: 304-982-2176

and that on the 2nd day of September, 2020/2021 at approximately 11:45 am/pm
in the City of Charleston, West Virginia, he/she sustained

Passenger rear door window + molding
Nature Of Injury And/Or Damage

As A Result Of:

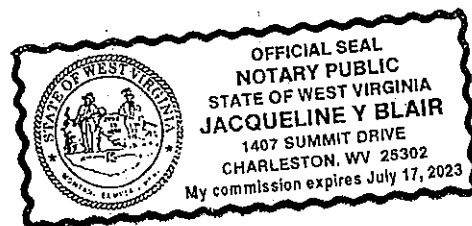
A city lawnmower throwing a rock busted my rear passenger door window plus caused damage to the molding

As a result of which accident, the Claimant, Richard J Symms, does hereby make claim against the City of Charleston, West Virginia, for damages incurred and to be incurred by him/her in the future.

R. Symms
Signature of Claimant

Taken, subscribed and sworn to before me this 2nd day of September, 2021.
My commission expires July 17, 2023.

Jacqueline Y Blair
Notary Public



**EXECUTIVE DEPARTMENT
CITY OF CHARLESTON
PROCLAMATION**

WHEREAS: Captain James David Byrd, a 22-year veteran of the Charleston Fire Department, served as Captain of Station 8, located on Copenhaver Drive; and

WHEREAS: As a certified EMT-B, Fire Officer II, Instructor, Hazardous Materials Technician, Rope Rescue Technician, and a member of the West Virginia Task Force 1 USAR Team (Urban Search and Rescue), Captain Byrd used his training to protect and serve the citizens of Charleston; and

WHEREAS: During the COVID-19 pandemic, Captain Byrd worked the vaccination clinics alongside many throughout our City and County; and

WHEREAS: Captain Byrd enjoyed going to the range, hiking, fishing, kayaking, and playing his bass guitar; and

WHEREAS: Kourtney, his daughter, was the love of his life—followed by his dog Leo, a Neapolitan Mastiff who was his best buddy.

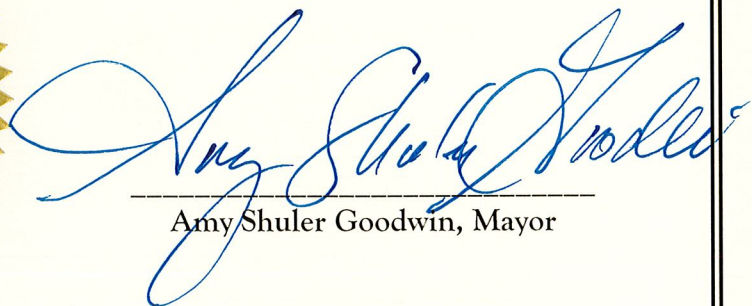
NOW THEREFORE, I, Amy Shuler Goodwin, Mayor of the City of Charleston, do hereby recognize

Captain James David Byrd

in memory of his dedicated service as part of the Charleston Fire Department.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Executive Department to be affixed this 20th day of September 2021.





Amy Shuler Goodwin, Mayor

Resolution No. 537-21

Introduced in Council

September 20, 2021

Mayor Amy Shuler Goodwin and Council President Becky Ceperley, on behalf of all members of City Council

WHEREAS: John Kennedy Bailey lived on Charleston’s East End and served Charleston and her people in numerous ways, including as an elected Charleston City Councilmember, through pro-bono attorney work, and by spending countless hours volunteering in the community and staying involved in various groups and organizations; and

WHEREAS: John was elected in 2018 as an At-Large Member of Charleston City Council and served as Chair of the Environment & Recycling Committee, as a member of the Ordinance & Rules Committee, on the Spring Hill Cemetery Board, and recently took on roles with the Charleston Land Reuse Agency and American Rescue Plan Advisory Committee; and

WHEREAS: John was an attorney, specializing in real estate law, but never fearful of taking on cases in other areas of law. John was always willing to lend a thought or hear out a complex legal issue in aid of colleagues, epitomized by the recognition given to him by the City of Trenton, New Jersey, attached hereto and made a part hereof; and

WHEREAS: John saw the potential in Charleston, investing money and time into properties throughout the East End and other areas of Charleston and working to ensure historic homes—like his law office—were loved and well-maintained; and

WHEREAS: Councilman Bailey was passionate about recycling, environmental responsibly, helping small businesses, improving the lives of Charlestonians and future Charlestonians, and championing the arts; and

WHEREAS: John was passionate about family—his wife Holly, sons Jack and Brooks, daughter Lisette, brother David, sister Anne, parents Larry and Joyce—and his extended family, loved ones, and close friends.

Therefore, be it resolved by The Council and Mayor of The City of Charleston, West Virginia:

That we, the elected leaders of Charleston, do hereby recognize and honor

John Kennedy Bailey

for his service to our City and his positive impacts throughout our community. We celebrate his life and legacy and commit to honoring his legacy throughout our City.

Amy Shuler Goodwin
Mayor of Charleston

Becky Ceperley
City Council President

Resolution No. 535-21

Introduced in Council:

Adopted by Council:

September 20, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 535-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Atlantic Emergency Solutions in the amount of \$185,002.00 to purchase a 2022 Ford F-450 4x4
3 Gas Ambulance for the Charleston Fire Department, where the purchase price was determined
4 through a competitively-sourced contract administered by the Houston-Galveston Area
5 Council, a purchasing cooperative available to state and local governments across the United
6 States.

7

8 Be it Resolved by the Council of the City of Charleston, West Virginia:

9

10 That the Mayor or City Manager is authorized to enter into a contract with Atlantic Emergency
11 Solutions in the amount of \$185,002.00 to purchase a 2022 Ford F-450 4x4 Gas Ambulance for
12 the Charleston Fire Department, where the purchase price was determined through a
13 competitively-sourced contract administered by the Houston-Galveston Area Council, a
14 purchasing cooperative available to state and local governments across the United States.



Charleston Fire Department

Shawn Wanner
Fire Chief

808 Virginia Street, West
Charleston, West Virginia 25302

Telephone: (304) 348-8137 FAX: (304) 348-0731



September 10, 2021

RE: New Ambulance Purchase from FY21 Budget

Mr. Storage,

Attached please find the co-op purchase agreements from HGAC for Medix (Penn Care) and Wheeled Coach (Atlantic Emergency Solutions). After careful review by Chief Wanner, Deputy Chief Dysart, Lt. Hodges, and myself we unanimously agree that the Wheeled Coach ambulance would best serve the citizens of Charleston.

Total pricing including options for the above two vendors is as follows:

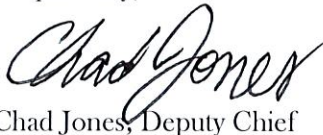
Penn Care - \$180,046

Atlantic Emergency Vehicles - \$185,002

The main items that led us to prefer the Wheeled Coach ambulance over the Medix are:

1. Second battery is under the hood on the Wheeled Coach, Medix stated they weren't able to do this and it had to take up one of the outside compartments
2. The Wheeled Coach ambulance is able to have a ducted A/C in the rear module, and the Medix stated this was not an available option for their truck. This option allows for an additional cabinet in the upper portion of the RF ALS compartment. This compartment is where our extra medications and narcotics are stored on all of our current trucks.
3. The Wheeled Coach ambulance is able to install cargo netting on the RF ALS compartment in lieu of doors. The doors create a hazard at times in the back of the truck on critical patients when crew members are standing up working and reaching for equipment while the vehicle is in motion. During this time, if the doors have to be open in order to get equipment from the RF ALS compartment it creates an additional hazard to the crew members if something were to occur and cause the crew member to lose balance and fall into the door.
4. Lastly, the City has used Wheeled Coach in the past, and had very good luck with their product. The local dealer is Atlantic Emergency Solutions, whom we currently have purchased multiple fire engines from in the last couple years. Atlantic has always provided service after the sale to their products. They currently have mobile service trucks that can come on site and complete Wheeled Coach repairs if needed. They are also in the process of securing land to build a service center in Milton, WV; currently their closest center is in McConnelsville, OH.

Respectfully,


Chad Jones, Deputy Chief

Charleston Fire Department
808 Virginia St W
Charleston, WV 25302

Friday, September 10th, 2021

Atlantic Emergency Solutions, the WV dealer for Wheeled Coach, is pleased to present you with a price regarding your request for (1) 2022 Ford F-450 4x4 Gas Ambulance.

The price to customize and manufacture the truck matching your specifications is as follows:

Total base cost for (1) unit(s): \$178,441.00

This proposal is valid for 30 days.

Delivery ETA: 180 Days from receipt of chassis and order confirmation.

The price includes the following:

Factory Pickup and Transportation

Wheeled Coach will deliver new unit from Wheeled Coach to McConnelsville, OH Service facility after final inspection.

Dealer Pre-Delivery Inspection

McConnelsville service center will perform a pre-delivery inspection after delivery from the Wheeled Coach factory.

Delivery

Charleston Fire Department will take delivery of unit F.O.B. Charleston Fire Department HQ after pre-delivery inspection is completed.

Fuel and Tags

Atlantic will ensure the unit has a full tank of fuel and a temporary tag.

Pre-Construction Meeting

A pre-construction meeting will take place in Charleston, WV at customer's convenience.

Inspection Trip(s) Included

(1) Final inspection trip to Winter Park, Florida for (2) department personnel.

Options for Customer Consideration

- Ducted AC with "Cool Bar" External Condenser: \$2,336.00
- Whelen "M" Series LED Lighting Package: \$3,039.00
- Redesigning the RF cabinet to have the drop down: \$622.00
- Reduce the height of the compartment door so it's only interior access: \$264.00
- Changing the doors out for netting RF compartment: \$300.00

Total Cost for (1) one unit including options: \$185,002.00

Since the beginning in 1973, Wheeled Coach has kept its eye on the future; always working with customers to improve upon today's ambulances and rescue vehicles. The goal has been to make emergency vehicles safer for both patient and crew, and at the same time, make them more efficient.

Located in Winter Park, Florida, Wheeled Coach offers a diverse product line, allowing for unique and custom ambulance configurations. Being an ISO 9001 certified ambulance manufacture, Wheeled Coach prides itself on safety, innovation and maintenance.

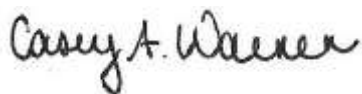
At Atlantic Emergency Solutions we have built an internal and external infrastructure capable of meeting the diverse needs of our customers. With twelve (18) Service Centers, one (1) Collision and Paint Center, over one hundred (125+) Service Technicians and over fifteen (25) fully stocked Service Vehicles located throughout Delaware, Maryland, North Carolina, Ohio, Pennsylvania, South Carolina, Virginia and West Virginia, our service is unmatched. It is our mission to not only make the duration of your emergency vehicle a pleasant experience, but to assist in any way possible.

Atlantic Emergency Solutions has invested heavily in providing warranty, routine and emergency service to its customers in WV. Atlantic Emergency Solutions views the acquisition of custom ambulances by one of our customers not merely a purchase but an investment. This investment needs to be protected with best in local service!

Should you have any additional questions regarding any information in this proposal, please do not hesitate to call or email at the below contact information.

I look forward to the opportunity of continuing the working relationship with the members of the Charleston Fire Department and all those involved in the fire and emergency field.

Thank you!



Casey A. Walker
Vice President of Ambulance Sales



Charleston Fire Department
David Hodges
808 Virginia Street W
Charleston, WV 25302
david.hodges@charlestonfire.com

Atlantic Emergency
Casey A. Walker

Exp. Date: 09/25/2021
Quote No: 10338-0001
WC MOD: WC1153 WC Type 1 153" Mod
INFO: SPEC_WC WC-Wheeled Coach Boilerplate
T1 - 153: WC-1153 WC-Type 1 153 Module
EMS EQUIP: EMS-LOOSE Factory Ship Loose - EMS Equipment

09/08/2021 16:13:16

Page 1

PART NO	S	DESCRIPTION	QTY	ID
== WC-Wheeled Coach Boilerplate - 1.011 08/20/21 ==			1	REV
ORDER COORDINATOR			1	REV
00-00-0015		Order Coordinator - Factory to assign	1	REV
INFORMATION			1	REV
00-01-4005		State Contract	1	REV
WARRANTY			1	REV
00-02-8710		WC, Warranty, Conversion, 12 Month	1	REV
00-02-8720		WC, Warranty, Paint, 60 month Prorated, Standard	1	REV
00-02-8730		WC, Warranty, Structural, 20 Years, Std., Mods	1	REV
00-02-8740		WC, Warranty, Limited Electrical	1	REV
00-02-8750		WC, Warranty, Cabinet Construction	1	REV
== WC-Type 1 153 Module - 1.011 08/20/21 ==			1	REV
CERTIFICATIONS REQUIRED			1	REV
00-05-0050		This unit built in accordance with KKK-A-1822-F in effect on	1	REV
00-05-0100		MD, This unit built in accordance with KKK-A-1822-F CN 10 Cabinet Requirements	1	REV
01- CHASSIS REQUIREMENTS			1	REV
FORD CHASSIS			1	REV
01-01-2318	S	WC, 2022 Ford F450, XLT 4X4, 84" C/A, 169"W/B, 16,500 GVWR GAS 2022-2	1	REV
01-02-0100		Domestic Chassis	1	REV
ALTERNATORS			1	REV
01-03-1001		Alternator - Standard OEM	1	REV

PART NO	S	DESCRIPTION	QTY	ID
		SUSPENSION	1	REV
01-07-7609		MD, Rear Suspension, Liquid Spring- 2017+ F450, 4x4	1	REV
		HIGH IDLE	1	REV
01-13-1675		High Idle Controls, OEM	1	REV
		FRONT END ALIGNMENT	1	REV
01-17-7501		Front End Alignment, None- QC Check -Standard	1	REV
01-19-0003		WC, Wheeled Coach Stainless Grille Logo, with Red Reflective backing	1	REV
		OUTSIDE REAR VIEW MIRRORS	1	REV
01-20-0104		Mirrors, OEM-STD	1	REV
01-21-4600		MD, Cab Flooring, Black Rubber, F350/450, OEM	1	REV
		WHEEL COVERS	1	REV
01-24-2113		MD, Wheel Covers, Phoenix, F450/550, Installed	1	REV
		BASE CONVERSION	1	REV
01-45-0210		WC, Conversion, Type 1, 153 Module, F450 4x4 21-3	1	REV
		MODULE BODIES:	1	REV
02-01-2122		MD, Interior Headroom, 72 Inches	1	REV
02-01-3115		WC, Module, Type 1, 153" Body Length, Duraseam Doors,	1	REV
02-01-3152		MD, Body Width 95" Standard	1	REV
02-01-9564		MD, Aisle Space, 50", Type 1	1	REV
02-02-1301		MD, All Module Skins, 0.125 inch	1	REV
		STRUCTURAL FRAMING - RFP	1	REV
03-01-1501		MD, Type 1, General Body Construction Spec	1	REV
03-01-1503		MD, Type 1, Vehicle Body Structure Spec	1	REV
		UNDERCOATING	1	REV
		EXTERIOR MODULE CONSTRUCTION	1	REV
03-03-1048		MD, Stone Guard, Front, Diamond Plate, 18." High	1	REV
		DROP SKIRTS	1	REV
03-03-2511		MD, Drop Skirt both sides, 4" forward of rear wheels	1	REV
		FUEL FILLS & SPLASH PLATE	1	REV
03-03-8030		MD, Housing Fuel Fill, Cast Aluminum, Type 1	1	REV
		REAR KICKPLATE	1	REV
03-03-9066		WC, Rear Kick plate, Under-Ride Bumper, w/ Tag recess, No lights	1	REV
		SUB-FLOOR SYSTEM	1	REV
03-04-0166		MD, Flooring, 3/4" Marine Grade Plywood, Type 1	1	REV
		MODULE ENTRANCE	1	REV
03-05-0200		MD, Module Access, CS Door standard location	1	REV
		MODULE DOORS, HANDLES & HOLD OPENS	1	REV
03-06-0115		WC, Duraseam Hinged Doors with Hidden Jambs	1	REV
03-06-0713		MD, Hold Open Rear Entry Doors, (2) 5.5" Cast Grabber	1	REV
03-06-0817		MD, Hold Open - Gas Strut, Curb Side Entry Door, 35#	1	REV
03-06-1028		WC, Patient Entry Door Handles, Trimark Chrome Pull Handle W/ "SafePass"	1	REV
03-06-1047		WC, Rear Entry Door Trailing Latch, Side release Paddle	1	REV
03-06-4201		MD, Electrical Feed to Required Doors, Spring Protector (Per door)	1	REV
		POWER DOOR LOCKS	1	REV
03-06-6120		WC, Power Door Lock, Trimark, Each Entry Door	2	REV
03-06-6121		WC, Power Door Lock, Trimark, Each Compartment Door	6	REV

PART NO	S	DESCRIPTION	QTY	ID
03-06-6130		MD, Switch, Momentary Rocker, Activate Power Door Locks	1	REV
03-06-6134		MD, Switch, Remote Stealth, Cab/Mod Doors	1	REV
03-06-6137		MD, Relay Control Circuit, Power Door Locks	1	REV
03-06-6140		MD, Circuit, OEM Door Lock to activate Mod Doors	1	REV
03-06-6207		MD, Intermotive CAN module for 2017+ Ford F-series	1	REV
		ENTRY DOOR INNER PANELS	1	REV
03-06-7335		WC, Entry Door Panels, Durasafe, S/S,w/ Chevrons & Red Reflective LOGO	1	REV
		SIDE DOOR STEP	1	REV
03-08-2112		MD, Side Entry Step Well, Type I, Aluminum Diamond Plate	1	REV
03-08-2157		MD, Double Step Step Well	1	REV
03-08-3056		MD, Light, Side Entry Step well, LED, Whelen #TOCACCCR, 2"	1	REV
		WINDOWS	1	REV
03-09-4109		MD, Window, Upper, CS/Slider, Rr/Fixed, Privacy Tint, PAN	1	REV
		MODULE TO CHASSIS MOUNTING SYSTEM	1	REV
03-10-1210		MD, Module to chassis mounting system, Type I	1	REV
		CAB TO MODULE	1	REV
03-11-2502		MD, Bellows, Pass thru, Unigrip, F1 2008+,	1	REV
		REAR BUMPER AND REAR STEP CONSTRUCTION	1	REV
03-12-2503		MD, Rear Bumper w/ Skids & Flip Up, F1/C1, w/LED DOT lights	1	REV
03-12-2550		MD, Coating, Polyurethane, Rear Bumper Supports	1	REV
		INSULATION	1	REV
03-13-3006		MD, Insulation, Walls and Ceiling, R11 Fiberglass Batt	1	REV
		RUB RAIL AND FENDER RINGS	1	REV
03-15-6650		WC, Rub Rails, Skirt Line, Extruded "C" channel (E-one Style)	1	REV
03-15-8356		MD, Fender Flare, Bright Finish	1	REV
		SPLASH GUARDS AND RUNNING BOARDS	1	REV
03-16-1721		WC, Mud Flaps, Rear, w/ Wheeled Coach Logo	1	REV
03-16-3605		MD, Running Boards, F450, w/Gator Grip	1	REV
		DRIP RAILS	1	REV
03-17-1020		MD, Drip Rail Trim Moldings Over Door Openings	1	REV
		CAB TO PATIENT AREA ACCESS	1	REV
03-19-2301		MD, Bulkhead, Unigrip, Type 1F/D, Pass Thru, w/ Sliding Lexan Window	1	REV
		LICENSE PLATE HOLDER	1	REV
03-20-4053		WC, License Plate Holder, Cast LP0002-1 for Under ride Bumper	1	REV
		EXTERIOR COMPARTMENT CONSTRUCTION	1	REV
04-01-0502		MD, Exterior Compartment, Std, Floor 2.5" Drop Down from Door Opening, Each	4	REV
04-01-0504		MD, Exterior Compartment, Sweepout, Each	2	REV
04-01-3017		MD, Door Sill Protector, Stainless, All Compts	1	REV
04-01-5106		MD, Polyurethane Coating per compartment	6	REV
		EXTERIOR COMPARTMENT DOORS	1	REV
04-02-0510		WC, Compartment Handle, Trimark, Oval Pull Handle, Chrome	6	REV
		COMPARTMENT DOOR HOLD OPEN	1	REV
04-02-7751		MD, Hold Open, Gas Strut, Ext Compt, 60lb	1	REV
04-02-7753		MD, Hold Open Gas Strut, Ext Compt, 30lb	4	REV

PART NO	S	DESCRIPTION	QTY	ID
04-02-7757		MD, Hold Open, Gas Strut, RF Compt, 30lb	1	REV
		COMPARTMENT LIGHTING	1	REV
04-03-1482		MD, Compartment Light, Optronic #BUL43-CBK, 4" LED, Each	7	REV
		COMPARTMENT #1 - STREETSIDE FWD	1	REV
04-06-0450		MD, Compartment #1, 3/4 High	1	REV
04-06-0475		MD, With Dogleg for Stair chair in Compartment #1,	1	REV
		COMPARTMENT #2 - STREETSIDE FWD WHEELWELL	1	REV
04-07-2144		WC, Compartment #2, 50" Aisle, Standard Configuration	1	REV
04-07-2630		MD, Compartment #2, Shelf, Fixed, Electrical storage, w/ Divider	1	REV
04-07-9200		Add Dogleg in Comp #2 for Recessed Suction in Face of A/A	1	REV
04-08-2100		MD, Compartment #3, NONE	1	REV
		COMPARTMENT #4 - STREETSIDE AFT	1	REV
04-09-3245		MD, Compartment #4, 3/4 Height.	1	REV
04-09-3620		MD, Compartment #4, Hooks, (2), For Turnouts, Ferno #559, Installed	1	REV
04-09-4550		MD, Compartment #4, Shelf, Adjustable, w/Aluminum Track, First Shelf	1	REV
04-09-4555		MD, Compartment #4, Shelf, Adjustable, Additional, for Steel Track, Each	1	REV
04-09-8004		MD, Compartment #4, Zico ABS, Angled bracket for Mounting SCBA, Each	1	REV
		COMPARTMENT #6 - CURBSIDE AFT	1	REV
04-11-1097		MD, Compartment #6, Full Height	1	REV
04-11-2090		MD, Compartment #6, First Divider, Vertical, 3/16" Thick, Recessed Adj Track	1	REV
04-11-4652		MD, Compartment #6, Equipment Strap, Seat Belt Style, Each	1	REV
		COMPARTMENT #6.5 - CURBSIDE AFT WHEELWELL	1	REV
04-12-0130		MD, Compartment #6.5, Below Squad Bench Floor Level	1	REV
		COMPARTMENT #8 - CURBSIDE UPPER FORWARD	1	REV
04-14-2130		MD, Compartment #8/8.5, Reduced Height Single Door	1	REV
04-14-8010		MD, Compartment #8, Shelf, Adjustable, RF Cabt, First shelf w/Aluminum Track	1	REV
04-14-8015		MD, Compartment #8, Shelf, Adjustable, Additional, for Aluminum Track, Each	1	REV
		INTERIOR TRIM AND FEATURES	1	REV
05-01-0105		MD, Interior Cabinets, Duralite Construction, Wood, CN10 compliant	1	REV
		INTERIOR ADJUSTABLE SHELVES	1	REV
05-02-0050		MD, Shelf, Interior, Wood, (1) adjustable, in Cabinet	4	REV
05-02-0054		MD, Shelf Track, Cabinet, #HA24663, CN 10 Upgrade	4	REV
		HEADLINER	1	REV
05-06-2850		WC, Headliner, Flat, PVC, Hinged trough cover, Std	1	REV
		FLOORING	1	REV
05-07-0120		MD, Flooring, Lon Seal "Lonplate II "	1	REV
05-07-0121		MD, Color, Gunpowder Gray #424TX	1	REV
05-07-9896		MD, Floor, Thresholds, Stainless Steel, Painted w/Black Poly-urea coating	1	REV
		Entry Door Grab Handles	1	REV
05-10-1529		MD, Entry Door Grab Handles (3), Custom "L" Shape, 1", Yellow	1	REV

PART NO	S	DESCRIPTION	QTY	ID
Ceiling Grab Rail - Center			1	REV
05-10-1918		MD, Ceiling Grab Rail, Overhead, 117", Handicap Style, Yellow	1	REV
IV FLUID HANGERS			1	REV
05-11-0017		MD, IV Hook, Cast, Fold Down Recessed Each	2	REV
ACTION WALL AREA #2			1	REV
05-13-3087		WC, Cabinet, A/A, 50" Aisle, No Bio waste, w/Recessed Suction, Rounded Corners	1	REV
05-13-4322		MD, Tray, A/A, 50" Aisle, No Bio waste, Poured, Gray	1	REV
05-13-4406		MD, AA Upper Cabinets, U2.5, U2, U1 Combine into 2 Equal Cabinets, 3/4 H Comp #1	1	REV
CABINET DOORS			1	REV
05-13-4492		MD, Doors, U1 Gray Poly carbonate Slider, CN 10 Compliant	1	REV
05-13-4510		MD, Door, U2 Gray Poly carbonate Slider, CN 10 Compliant	1	REV
Interior Streetside #3 - CPR Seat			1	REV
05-14-1532		MD, CPR side seat, Fixed Backrest	1	REV
05-14-1534		MD, CPR, Lid, Hinged Flip Up	1	REV
05-14-1547		MD, Cabinet U3.5	1	REV
05-14-1567		MD, Cabinet C3.5, 1/2 height, std, w/dual opening	1	REV
05-14-1587		MD, Cabinet L3.5, full height, std	1	REV
05-14-4418		MD, "U" Barrier Bar, Padded, 1.5" SS, CPR Seat, Gunmetal	1	REV
05-14-4552		MD, Telemetry Tray, Poured, Gray	1	REV
CABINET DOORS			1	REV
05-14-4592		MD, Doors, U3.5 Gray Poly carbonate Slider, CN 10 Compliant	1	REV
05-14-4626		MD, Doors, C3.5, Gray Poly carbonate Slider, CN 10 Compliant	2	REV
05-14-4650		MD, Doors, L3.5, Gray Poly carbonate Slider, CN 10 Compliant	1	REV
STREETSIDE REAR AREA #4			1	REV
05-15-5050		MD, Cabinet U4	1	REV
05-15-5114	X	MD, Cabinet C4, Custom	1	REV
05-15-5118		MD, Cabinet L4, Deleted	1	REV
CABINET DOORS			1	REV
05-15-6115		MD, Doors, U4 Gray Poly carbonate Slider - CN 10 Compliant	1	REV
05-15-6127		MD, Doors, C4, Gray Poly carbonate Slider - CN 10 Compliant	1	REV
SQUAD BENCH AREA			1	REV
05-16-0048		MD, Squad Bench, Bio-Waste @ Head	1	REV
05-16-0074		MD, Lid, Squad Bench, Single W/Bio-Waste	1	REV
05-16-0080		MD, Handle, Trimark, CPR Seat, Std.	1	REV
05-16-0082		MD, Handle, Trimark, Squad Bench, STD	1	REV
05-16-0094		MD, Strut, Gas, 30 LB, Installed	1	REV
05-16-0216		MD, Seatbelt, Assy, (4 Point), Per4Max, Red, Vert. Mount, (1) Each, CN-8	1	REV
05-16-0216		MD, Seatbelt, Assy, (4 Point), Per4Max, Red, Vert. Mount, (1) Each, CN-8	2	REV
05-16-0222		MD, Patient Restraint Belts, Squad Bench (3)	1	REV
CURBSIDE REAR			1	REV
05-16-9923		MD, Cabinet, Curbside Rear, Standard	1	REV
05-17-2508		MD, Cabinet, Glove Box Holder, (3), Above C/S door,	1	REV
05-17-SR01	X	Cabinet over Rear Doors	1	

PART NO	S	DESCRIPTION	QTY	ID
CURBSIDE RIGHT STACK STORAGE #8			1	REV
05-18-0035		MD, RF ALS, Split Upper/Lower, HVAC at Top	1	REV
05-18-5158		MD, Doors, RF, U8, Dual Gen II OHO, Poly carbonate Doors, Gray	1	REV
05-18-5354		MD, Doors, RF, L8, Dual Gen II OHO, Poly carbonate Doors, Gray	1	REV
ATTENDANT SEAT			1	REV
05-19-6802		MD, Attendant's Seat, EVS 1780 "Comfort" Hi-Back w/Per4Max belting	1	REV
05-19-6808		MD, Color, Gunmetal, Per4Max Belt, Red	1	REV
05-19-7217		MD, Attendant's Seat Base, EVS Swivel 8 pos.	1	REV
INTERIOR COLORS			1	REV
05-20-0015		MD, Mica, Light Gray Gloss	1	REV
UPHOLSTERY			1	REV
05-20-5918		MD, Upholstery Color, Gunmetal	1	REV
05-20-5970		WC, Backrest Cushion, EVS, Gunmetal, w/ WC Logo, Each	3	REV
CABINET LATCHES- INTERIOR			1	REV
05-21-8213		MD, Latch, Southco M1, 2" S/S, (3/4" door) Non-Locking, CN 10-Rated 10lb	1	REV
05-21-8219		MD, Latch, Southco M1, 2" S/S, (3/8" Door) Non-Locking, CN 10-Rated 10lb	2	REV
GENERAL WIRING			1	REV
06-01-0130		MD, Electrical System: Printed Circuitboard	1	REV
06-01-0250		MD, Vanner, "E" Spec, PC Board, No LB	1	REV
06-06-1235		MD, Camera - Exterior Back-Up, Rostra Over Rear Doors for F-series	1	REV
COMMUNICATION			1	REV
07-00-0610		MD, Light, in Circuit Board Area, for Electrical Troubleshooting	1	REV
POWER SOURCES			1	REV
07-01-1002		MD, Power Source, 12VDC, 20A, Ignition/Shoreline Hot	1	REV
07-01-1008		MD, Power Source, 12 VDC, 15 Amp (+-), Ignition Hot	1	REV
07-01-1016		MD, Power Source, 12 VDC, 30 Amp (+-), Constant Hot	1	REV
VOLTMETER			1	REV
07-02-1150		WC, Voltmeter, Analog, F1	1	REV
07-02-1155		MD, Alarm, Low Voltage, Audio/Visual	1	REV
BATTERY SYSTEM			1	REV
07-04-8721		MD, Battery Sw, 5min Timer, F1, Fig 5B, Batt under Hood	1	REV
07-09-1007		MD, Battery Charger, Conditioner, Progressive Dynamics, PD9130	1	REV
07-10-1101		MD, Outlet, Power Point Style, (2), A/A	1	REV
07-10-1109		MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel	1	REV
07-10-1111		MD, Power Outlet, Kussmaul, USB Dual Port, 5VDC, 4.8 Amp, switch panel, Each	1	REV
FRONT CONSOLE			1	REV
08-01-3525		WC, Console, Drivers Switch & Radio, Center, Aluminum, Black, Type1 Ford	1	REV
08-01-4666		WC, Flat Switch Panel	1	REV
08-01-SR01	X	Custom Center Console	1	
08-02-0005		MD, Electrical Panels, Black Vinyl clad Aluminum	1	REV
ATTENDANT CONTROL PANEL			1	REV
08-03-0306		WC, Console, A/A, Wood, Angled	1	REV

PART NO	S	DESCRIPTION	QTY	ID
SIREN ELECTRONIC - CONTROL HEADS / AMPS			1	REV
09-03-1802		MD, Siren, Whelen, WS-295-SLSA1	1	REV
SIREN SPEAKERS			1	REV
09-03-2708		MD, Siren Speakers, Cast SAD/PSAD3827-20FSD-1, F-Series 2020	1	REV
09-03-3530		MD, Switch, Siren/Horn Thru Horn Ring	1	REV
BACK-UP ALARMS			1	REV
09-05-1116		MD, Back-Up Alarm, w/ Cutoff, Auto Reset	1	REV
TRAFFIC MANAGEMENT LIGHTS			1	REV
09-70-5248		MD, Traffic Pre-Empt, Opticom 794H LED	1	REV
WARNING LIGHT FLASHERS			1	REV
09-80-2000		MD, Flasher, Vanner 5860GCPE, C/D/E Spec	1	REV
09-80-5920		MD, Circuit, Neutral Power	1	REV
09-80-7009		MD, Brake Override Circuit	1	REV
WARNING LIGHTS			1	REV
LED Series - 900 (Flange Separate)			1	REV
09-95-1357		MD, Light, Whelen 900 LED, Red, Clear Lens, 90RR5FCR, Internal Flasher	14	REV
09-95-1359		MD, Light, Whelen 900 LED, Amber, Clear Lens, 90AA5FCR, Internal Flasher	1	REV
09-95-1363		MD, Light, Whelen 900 LED, Clear, 90CC5FCR, Internal Flasher	1	REV
09-95-1430		MD, Flange, Super 900 LED, #90FLANGC	16	REV
LED Series - 700 (Flange Separate)			1	REV
09-95-2336		MD, Light, Whelen 700 LED, Red, Clear Lens, 70R02FCR	4	REV
WHELEN FLANGES 7 SERIES LIGHTS (Flange Separate)			1	REV
09-95-3004		MD, Flange, Whelen, For 7E lights (1), Mods	4	REV
Whelen 500 Series Super-LED® (Flange Separate)			1	REV
09-95-4241		MD, Light, 5L TIR6, Whelen, Red, Clear Lens, 50R03ZCR	2	REV
WHELEN 5E FLANGES/HOUSINGS:			1	REV
09-95-4309		MD, Flange, 500 Series, #5FLANGEC, Each	2	REV
WHELEN LINZ6			1	REV
EXTERIOR AUTOMOTIVE LIGHTING			1	REV
10-01-0050		MD, Taillight Pkg, Whelen, 600 LED Stop/Tail, Turn Arrow & Max Backup	1	REV
10-01-1301		MD, Housing, Whelen Cast 3, (3) Vertical Whelen 600 series Lights (pair)	1	REV
ICC/MARKER LIGHTS			1	REV
10-01-2177		MD, Light, Clearance, Amber LED, Each	3	REV
10-01-2178		MD, Light, Clearance, Red LED, Each	3	REV
10-01-2250		WC, Corner Cap Lts, Multi, LED, (2) Amber (2) Red w/Flashers	1	REV
FLOOD AND LOAD SYSTEMS			1	REV
10-02-2232		MD, Light, LED, Whelen, Clear, #9SC0ENZR, 24 LED, w/Chrome Flange	6	REV
11 - INTERIOR LIGHTING			1	REV
11-01-2809		MD, Lights, Dome, LED, Whelen, White Flng, (4) S/S, (3) C/S	1	REV
11-01-2871		WC, No Lighting Recessed into Trough Cover	1	REV
11-01-9032		MD, Timer, Momentary Switch, 15 Minute, Constant Hot	1	REV
SPOTLIGHTS / HANDHELD LIGHTS			1	REV

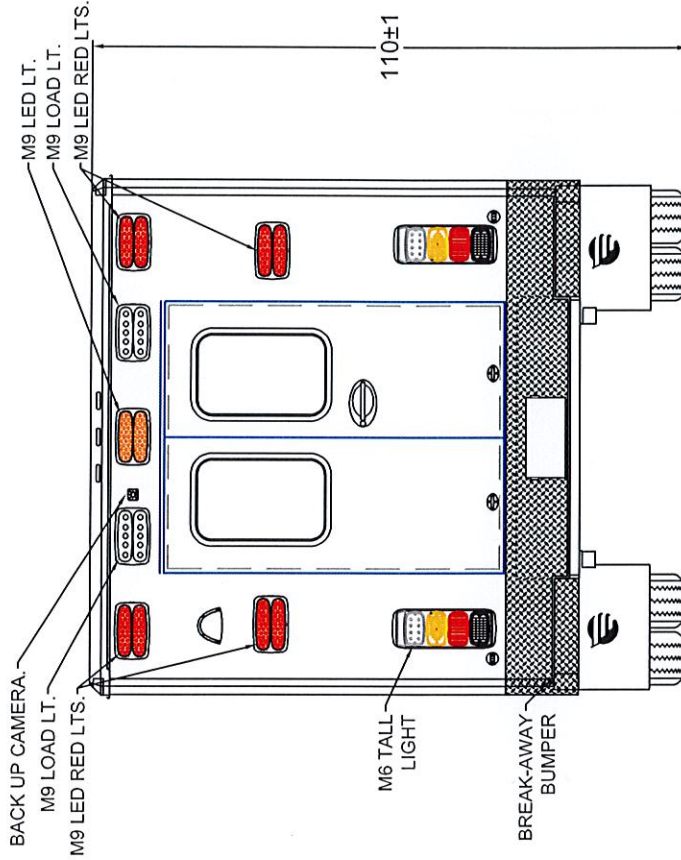
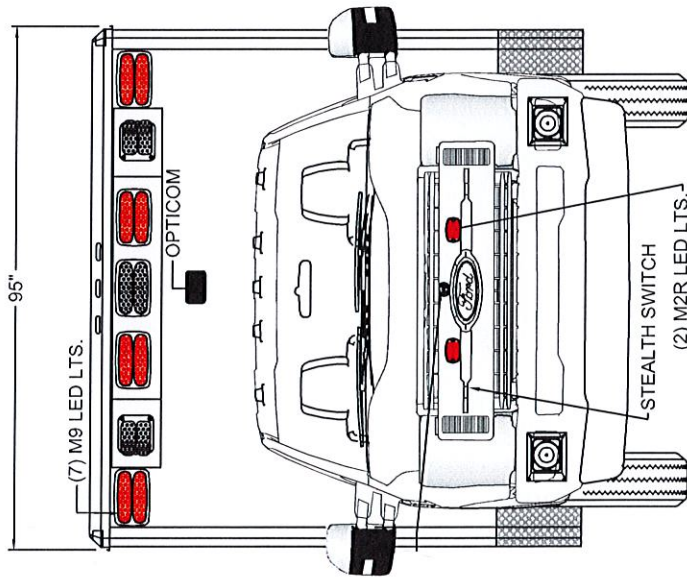
PART NO	S	DESCRIPTION	QTY	ID
11-02-1003		MD, Handheld Spotlight - Sho-Me 200,000 CP	1	REV
		ATTENDANT LIGHT	1	REV
11-03-2031		MD, Light, Intertek ZY-PIR38 12v, LED, Each	1	REV
		12 - ELECTRICAL 125 VOLT AC	1	REV
		SHORELINE INLET	1	REV
12-01-9112		MD, Shoreline, 20A, Super Auto Eject, White	1	REV
		OUTLETS - 125VAC	1	REV
12-02-2110		MD, Outlets, 125 VAC, Duplex, (1) Action Wall, (1) Right Front Cabinet	1	REV
12-02-2114		MD, Outlet, 125 VAC, Duplex, Each, State Location:	1	REV
		BLOCKHEATERS	1	REV
12-02-4001		Block Heater - With OEM Plug	1	REV
		INVERTER - 125VAC	1	REV
12-03-1378		MD, Inverter, Prewire, Vanner 1000 TUL/CUL, Plug In	1	REV
		AUXILIARY ENVIRONMENTAL SYSTEMS	1	REV
13-02-0111		MD, Exhaust Fan, Single 12V, in Line Blower	1	REV
		WHEELED COACH HVAC UNITS	1	REV
13-02-5751		MD, Hoses, Heater, No Max, to Rear	1	REV
13-02-5762		MD, Heat/AC, F1, Combo, w/Top Mount Cond	1	REV
13-02-6028		WC, Air Conditioning Face Plate, Brushed Stainless Steel with Logo	1	REV
13-02-6050		MD, Heat/AC Located RF corner, over ALS cabinet.	1	REV
13-02-6060		MD, Kissling Continuous Duty Solenoid	1	REV
13-02-7752		MD, Thermostat, Hoseline	1	REV
		COT MOUNTING PROVISIONS	1	REV
		Cot Mounts	1	REV
14-01-1542		MD, Cot Mount, Stryker 6392 Performance Load with Floor Plate, No Inductive Char	1	REV
14-01-4028		Center Mount	1	REV
		OXYGEN AND AIR SYSTEMS	1	REV
14-02-2242		MD, O2 Cylinder Bracket, Multiversal, #QR-MV, W/ Straps	1	REV
14-02-2244		MD, Track, Unistrut for Oxygen Rack	1	REV
14-02-3005		MD, Manual, O2 System	1	REV
14-02-3156		MD, O2 Regulator, Preset 50 PSI	1	REV
14-02-4153		MD, O2 Outlets, Ohio Style (2 in Action Area, 1 CS Wall)	1	REV
14-02-4920		MD, Lexan Flap, w/Hinge	1	REV
		PORTABLE O2 HOLDERS	1	REV
14-02-6270		MD, O2 Cylinder Holder, Single, Cast, Strapless Duramount "D", CN 10 Cert	2	REV
14-02-SR01	X	Semi-recess pass thru storage	1	
		SUCTION SYSTEM	1	REV
14-03-3030		MD, Suction Pump, SSCOR 90206	1	REV
14-03-3045		MD, Suction Port	1	REV
14-03-3070		MD, Suction System, SSCOR 23002 Disposable w/Canister Clip & Regulator	1	REV
		MISC MEDICAL	1	REV
14-04-1200		MD, Fire Extinguisher, 5# ABC with Surface Mount Brkt., Each	2	REV
14-04-6201		MD, Acrylic Organizer, Paramedic Designs PD-4	1	REV

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CHARLESTON FD

153 x 95 x 72



EXTERIOR COMPARTMENT DIMENSIONS IN INCHES

INTERIOR DIMENSIONS			PASS THRU			INTERIOR DIMENSIONS			JAMB OPENING	
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT

50" AISLE

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING



TYPE 1 FORD 2021
FRONT / REAR
EXTERIOR VIEWS

DATE:	8/27/21	SCALE:	
DWG BY:	DLM	DWG NO:	1 / 9

153 x 95 x 72

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153 x 95 x 72

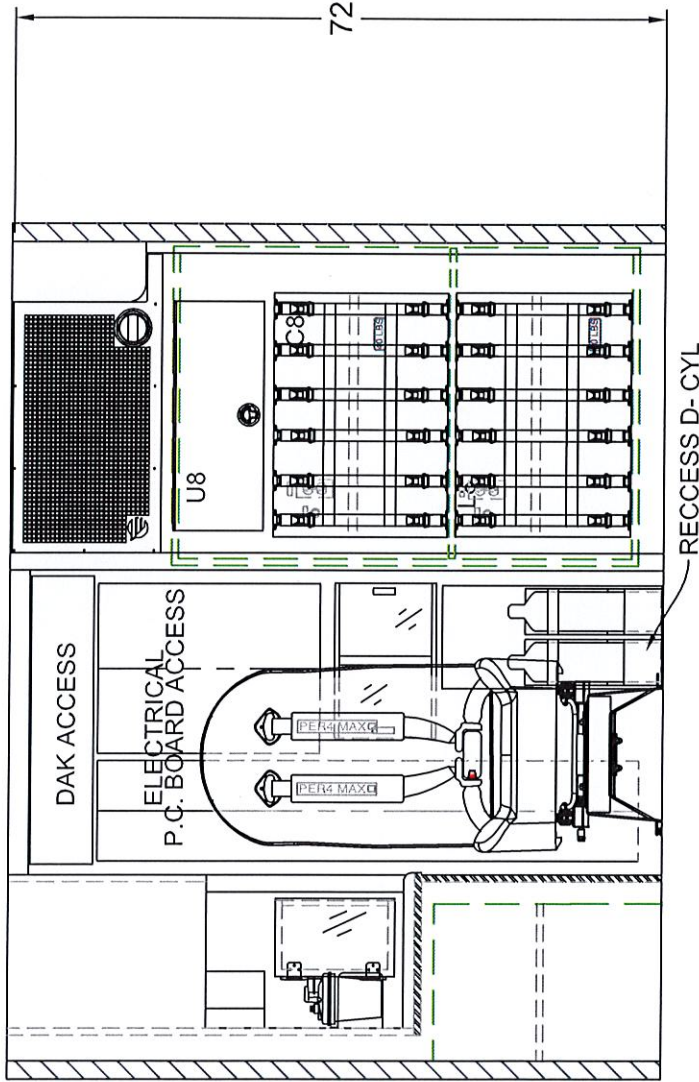


EXTERIOR COMPARTMENT DIMENSIONS IN INCHES													
INTERIOR DIMENSIONS				JAMB OPENING			INTERIOR DIMENSIONS			JAMB OPENING			
COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH	HEIGHT	WIDTH	
8				68.50	16.75								
8.5	18.50	20.00	19.00										
6.5	22.25	25.00	17.00	19.25	22.75								
6	85.00	15.25	18.50	82.00	13.00								
50" AISLE													
 TYPE 1 FORD 2021 RIGHT EXT. VIEW													
DATE											8/27/21		SCALE
DRAWN BY											DLM		DOWS NO
													3 / 9

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CHARLESTON FD

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CABINET WEIGHT RATINGS:
NON-RESTOCKING = 40 LBS.
RESTOCKING = 30 LBS.

INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
U8	10.00	33.50	20.00				
C8	19.00	33.50	20.00				
L8	19.00	33.50	20.00				

50" AISLE



TYPE 1 FORD 2021
BULKHEAD INTERIOR

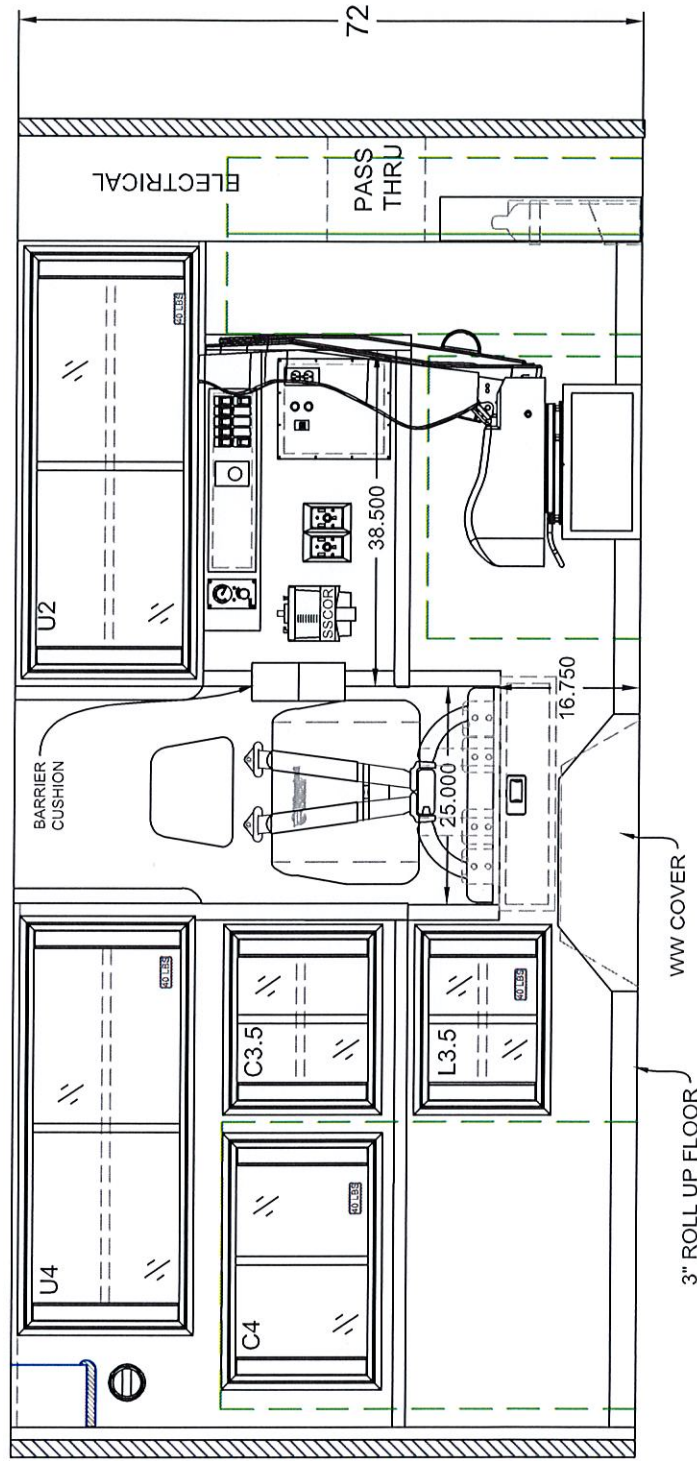
DATE 8/27/21 SCALE

DRAWN BY DLM DWG NO 4 / 9

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CHARLESTON FD

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INTERIOR CABINET DIMENSIONS IN INCHES

CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
C4	17.00	28.75	9.00	L3.5	14.25	20.25	18.25
U4	17.00	46.00	18.25	CPR	4.50	23.50	18.25
C3.5	17.00	20.25	18.25				
U2	17.00	47.00	16.00				

50" AISLE
CABINET WEIGHT RATINGS:
NON-RESTOCKING = 40 LBS.
RESTOCKING = 30 LBS.

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING



TYPE 1 FORD 2021

LEFT INTERIOR

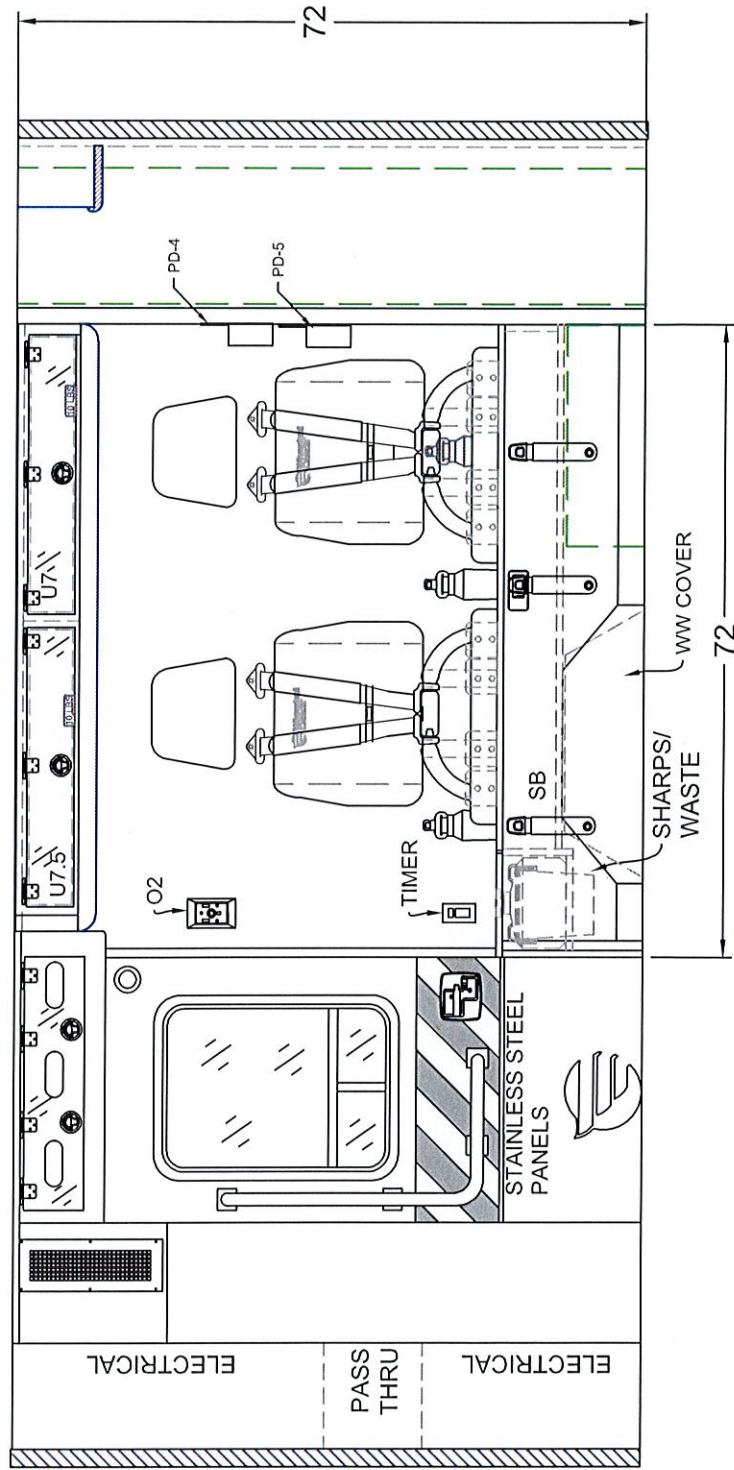
DATE 8/27/21 SCALE

DWN BY DLM DWG NO 5 / 9

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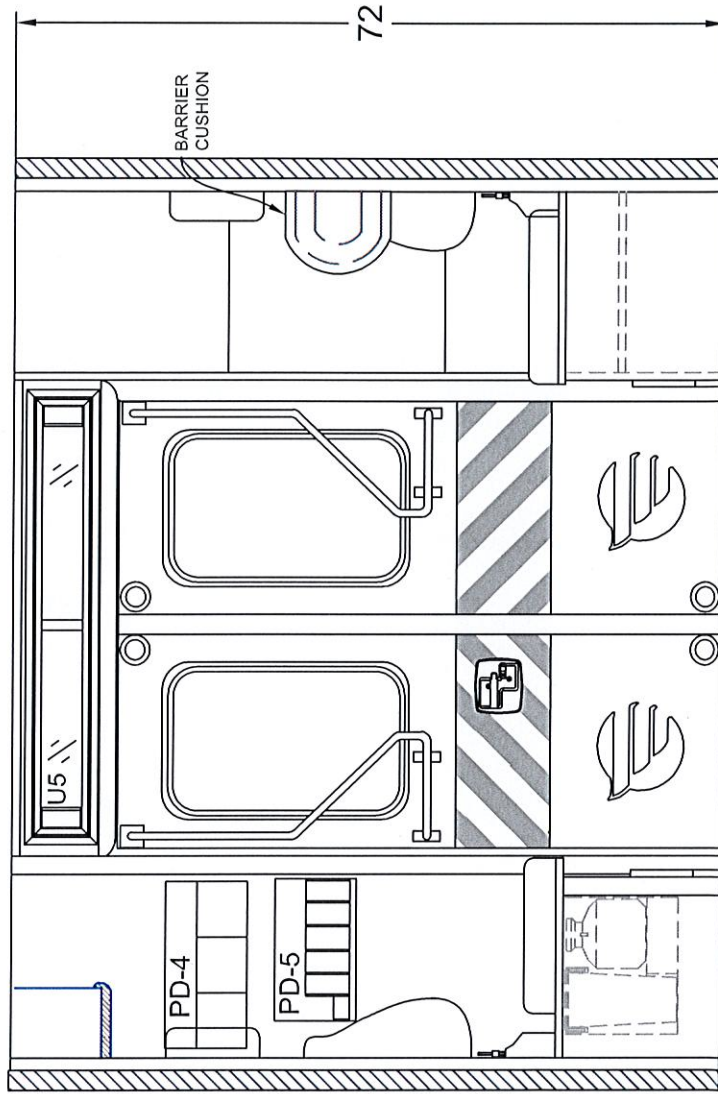
INTERIOR CABINET DIMENSIONS IN INCHES

COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH
SB	5.75	60.75	16.75								
U7/U7.5	5.00	32.00	5.00								
50" AISLE				CABINET WEIGHT RATINGS: NON-RESTOCKING = 40 LBS. RESTOCKING = 30 LBS.							
				BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING							

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TYPE 1 FORD 2021

REAR BULKHEAD INTERIOR

DATE: 8/27/21

SCALE: DLM 7 / 9

INTERIOR CABINET DIMENSIONS IN INCHES

COMPT.	HEIGHT	WIDTH	DEPTH	COMPT.	HEIGHT	WIDTH	DEPTH
U5	5.00	44.50	5.00				

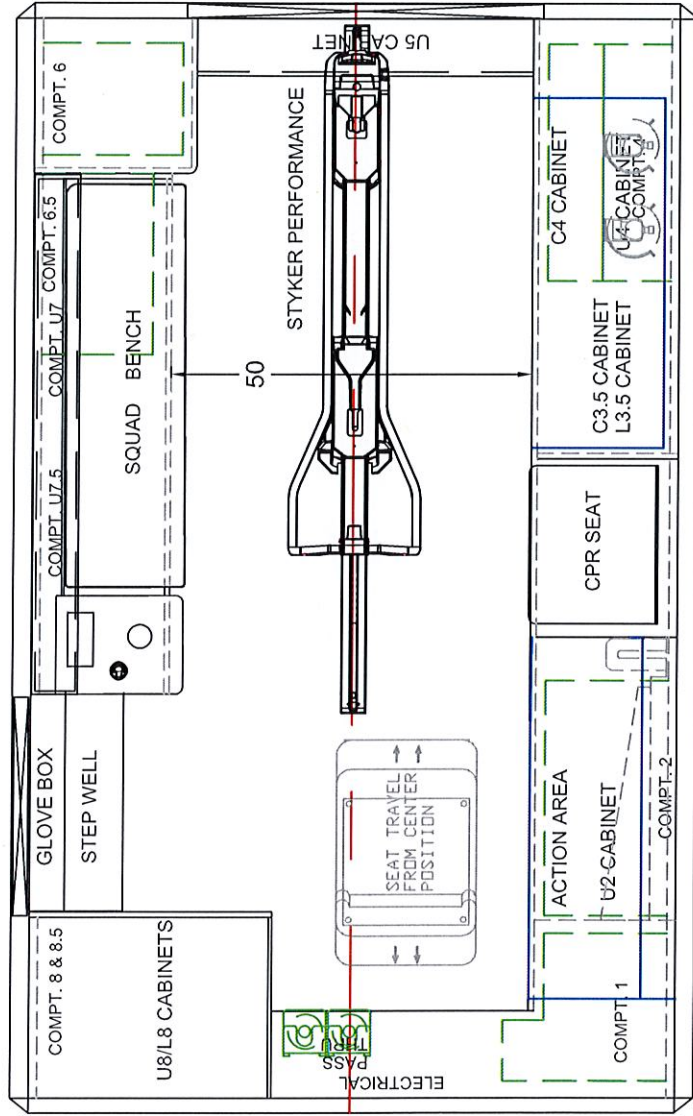
50" AISLE
CABINET WEIGHT RATINGS:
NON-RESTOCKING = 40 LBS.
RESTOCKING = 30 LBS.

BE ADVISED THAT THESE ARE PRELIMINARY LAYOUTS INTENDED TO ILLUSTRATE DESIGN INTENT AND DIMENSIONS ARE FOR REFERENCE ONLY PRIOR TO FINAL ENGINEERING

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CHARLESTON FD

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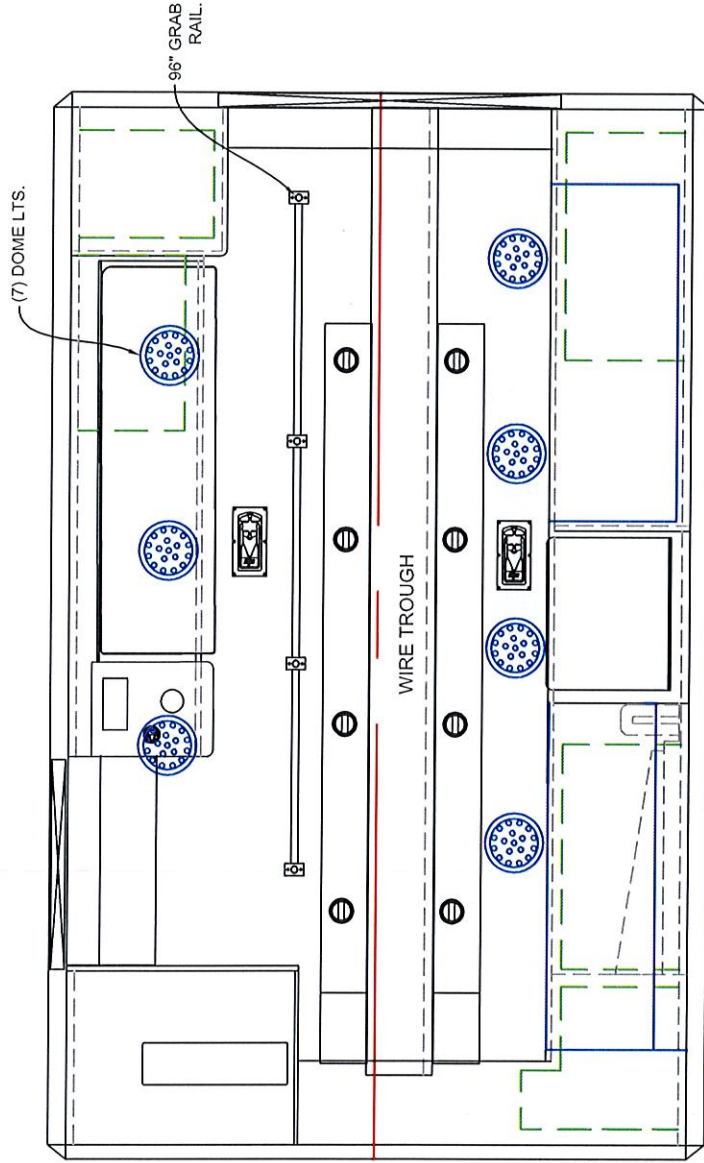
INTERIOR CABINET DIMENSIONS IN INCHES						Wheel Coach	
CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH
TYPE 1 FORD 2021							
FLOOR PLAN							
				DATE	8/27/21	SCALE	
				DWG BY	DLM	DWG NO	8 / 9

50" AISLE

CA166530

CHARLESTON FD

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		INTERIOR CABINET DIMENSIONS IN INCHES								Wheelchair Coach	
		CABINET	HEIGHT	WIDTH	DEPTH	CABINET	HEIGHT	WIDTH	DEPTH		
50" AISLE										TYPE 1 FORD 2021	
										LINER	
										DATE	8/27/21
										SCALE	
										OWN BY	DLM
										DWG NO	9 / 9

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Atlantic Emergency Solutions, Inc. - Public Services -- 20-01026

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Atlantic Emergency Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 12351 Randolph Ridge Lane, Manassas, VA 20109.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Atlantic Emergency Solutions, Inc.

Signature 
AAA0EAC3E560410...

Name John (Jack) Jackson

Title Secretary

Date 11/4/2020

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/5/2020

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Atlantic Emergency Solutions, Inc. - Public Services -

20-01026

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A Atlantic Emergency Solutions, Inc. Ambulances, EMS & Other Special Service Vehicles Contract No.: AM10-20		
X. Road Rescue		
These units can only be sold outside Texas		
A. Ambulance		
AM20XA01	Duramedic III, 150" X 92", Chevrolet CG33503	\$136,973.00
AM20XA02	Duramedic I, 150" X 92", PT, Ford F450 (4 x 2), w/Air Ride	\$172,336.00
AM20XA03	Duramedic I, 150" X 92", PT, RAM 4500 (4 x 2), w/Air Ride	\$169,243.00
AM20XA04	Promedic III, 150" X 96", Chevrolet CG33503	\$140,834.00
AM20XA05	Promedic I, 150" X 96", PT, Ford F450 (4 x 2), w/Air Ride	\$177,322.00
AM20XA06	Promedic I, 150" X 96", PT, RAM 4500 (4 x 2), w/Air Ride	\$172,399.00
AM20XA07	Ultramedic III, 168" X 96", Ford E450 (V-8, Gas) Cutaway	\$153,747.00
AM20XA08	Ultramedic III, 170" X 96", Chevrolet G4500 (Gas) Cutaway	\$149,481.00
AM20XA09	Ultramedic I, 168" X 96", PT, Ford F450 (4 x 2), w/Air Ride	\$181,856.00
AM20XA10	Ultramedic I, 168" X 96", PT, RAM 4500 (4 x 2), w/Air Ride	\$176,944.00
AM20XA11	Ultramedic I, 168" x 96", PT, Chevrolet 5500HD (4x2) w/air ride	\$190,892.00
AM20XA12	Ultramedic MD, 168" x 96", PT, International MV, w/Air Ride	\$214,628.00
AM20XA13	Ultramedic MD, 168" x 96", PT, International CV, w/Air Ride,	\$191,438.00
AM20XA14	Ultramedic MD, 168" x 96", Freightliner M2, w/Air Ride,	\$217,475.00
AM20XA15	MetroMedic I, 146" X 90", PT, Ford F350 (4 X 2)	\$139,984.00
AM20XA16	MetroMedic I, 146" X 90", PT, Cheverlot C3500 (4 X 2)	\$133,648.00
AM20XA17	MetroMedic I, 146" X 90", PT, RAM 3500 (4 X 2)	\$134,473.00
AM20XA18	MetroMedic I, 153" X 95", PT, Ford F350 (4 X 2)	\$147,356.00
AM20XA19	MetroMedic I, 153" X 95", PT, Ford F450 (4 X 2) w/Air Ride	\$167,583.00
AM20XA20	MetroMedic I, 153" X 95", PT, RAM 4500 (4 X 2) w/Air Ride	\$165,518.00
AM20XA21	MetroMedic I, 160" x 95", PT, Chevrolet 5500HD 4x2 w/air ride	\$166,032.00
AM20XA22	MetroMedic VII, 146 x 90", Ford E350	\$124,184.00
AM20XA23	MetroMedic VII, 146 x 90", Chevrolet CG33503	\$119,351.00
AM20XA24	MetroMedic III, 153" X 95", Ford E350	\$136,075.00
AM20XA25	MetroMedic III, 153" X 95", Chevrolet CG33503	\$127,019.00
AM20XA26	MetroMedic III, 165" X 95", Ford E450	\$142,509.00
AM20XA27	MetroMedic III, 165" X 95", Chevrolet G4500 Cutaway	\$133,067.00
AM20XA28	MetroMedic III, 160" X 95", Chevrolet G4500 Cutaway	\$163,335.00
AM20XA29	MetroMedic MD, 160" x 95" International w/air ride	\$192,064.00
AM20XA30	MetroMedic MD, 160" X 95", Freightliner M2 W/Air Ride	\$222,346.00
E. Remounts (See Section B, p. 8 Items for specifics regarding "Remount" pricing)		
AM20XE01	Remount only - Type I	\$41,036.00
AM20XE02	Remount only - Type III	\$41,036.00
AM20XE03	Remount only - Medium Duty	\$45,520.00
AM20XE04	Remount on chassis- Ford F-350 Type I	\$101,108.00
AM20XE05	Remount on chassis - Ford F-450 Type I	\$105,594.00
AM20XE06	Remount on chassis - Ford E-350 Type III	\$87,743.00
AM20XE07	Remount on chassis - Ford E-450 Type III	\$90,349.00

AM20XE08	Remount on chassis - Chevrolet C3500 Type I	\$97,561.00
AM20XE09	Remount on chassis - Chevrolet G3500 Type III	\$95,279.00
AM20XE10	Remount on chassis - Chevrolet G4500 Type III	\$98,834.00
AM20XE11	Remount on chassis - RAM 3500 Type I	\$94,697.00
AM20XE12	Remount on chassis - RAM 4500 Type I	\$100,253.00
AM20XE13	Remount on chassis - Chevrolet 4500HD Type I	\$93,055.00
AM20XE14	Remount on chassis - International MV Type I	\$103,946.00
AM20XE15	Remount on chassis - International CV Type I	\$105,845.00
AM20XE16	Remount on chassis - Freightliner M2 Type I	\$105,382.00
CC. Wheeled Coach		
A. Ambulance		
AM20CCA01	Type I Custom Series, Ford F-350 DRW	\$144,560.00
AM20CCA02	Type I Custom Series, Ford F-450 DRW	\$165,111.00
AM20CCA03	Type I Custom Series, Ford F-550 DRW	\$166,955.00
AM20CCA04	Type I Custom Series, RAM 4500, Cummins Diesel DRW	\$162,212.00
AM20CCA05	Type I Custom Series, RAM 5500, Cummins Diesel DRW	\$166,255.00
AM20CCA06	Type I CitiMedic, Ford F-350 Diesel DRW	\$132,605.00
AM20CCA07	Type I CitiMedic, Chevrolet 3500 Diesel DRW	\$131,055.00
AM20CCA08	Type I CitiMedic, RAM 3500, Cummins Diesel DRW	\$131,780.00
AM20CCA09	Type I Custom Series, Chevrolet CK3500	\$137,713.00
AM20CCA10	Type II, Transit, Ford (Mid-roof)	\$80,966.00
AM20CCA11	Type II, Transit, Ford (High-roof)	\$81,957.00
AM20CCA12	Type II Crusader Plus, Chevrolet G-30 SRW	\$72,967.00
AM20CCA13	Type II Sprinter Plus	\$90,317.00
AM20CCA14	Type III Custom Series, Ford E-350 DRW	\$133,915.00
AM20CCA15	Type III Custom Series, Chevrolet Cutaway Gas DRW - G3500	\$124,116.00
AM20CCA16	Type III Custom Series, Chevrolet Cutaway Gas DRW - G4500	\$132,099.00
AM20CCA17	Type III Custom Series, Ford E-450 DRW	\$137,072.00
AM20CCA18	Type VII CitiMedic, Ford E-350 DRW	\$118,684.00
AM20CCA19	Type VII CitiMedic, Chevrolet G3500 Cutaway Gas DRW	\$117,964.00
AM20CCA20	Type IX, Chevrolet 4500 Diesel DRW	\$159,394.00
AM20CCA21	Type IX, Chevrolet 5500 Diesel DRW	\$162,309.00
AM20CCA22	Type IX, MAV, International MV, Diesel DRW	\$187,495.00
AM20CCA24	Type IX, MAV, Freightliner M2, Diesel DRW	\$218,192.00
AM20CCA25	Type IX, MAV, Ford F-650	\$186,439.00
E. Remounts (See Section B, p. 8 Items 17-20 for specifics regarding "Remount" pricing)		
AM20CCE01	Remount only - Type I	\$41,036.00
AM20CCE02	Remount only - Type III	\$41,036.00
AM20CCE03	Remount only - Medium Duty	\$45,520.00
AM20CCE04	Remount on chassis- Ford F-350 Type I	\$101,108.00
AM20CCE05	Remount on chassis - Ford F-450 Type I	\$105,594.00
AM20CCE06	Remount on chassis - Ford E-350 Type III	\$87,743.00
AM20CCE07	Remount on chassis - Ford E-450 Type III	\$90,349.00
AM20CCE08	Remount on chassis - Chevrolet C3500 Type I	\$97,561.00
AM20CCE09	Remount on chassis - Chevrolet G3500 Type III	\$95,279.00
AM20CCE10	Remount on chassis - Chevrolet G4500 Type III	\$98,834.00
AM20CCE11	Remount on chassis - RAM 3500 Type I	\$94,697.00

AM20CCE12	Remount on chassis - RAM 4500 Type I	\$100,253.00
AM20CCE13	Remount on Chassis - Chevrolet 4500 Type I	\$90,055.00
AM20CCE14	Remount on Chassis - Chevrolet 5500 Type I	\$93,055.00
AM20CCE15	Remount on chassis - International Type I	\$103,946.00
AM20CCE16	Remount on chassis - Freightliner M2 Type I	\$105,382.00
I. Frontline		
C. Other Specialty Vehicle or Equipment		
AM20IC01	C-17 Chevrolet Suburban-4x4	\$154,865.00
AM20IC02	C-20 Ford Transit Rapid Response van	\$166,635.00
AM20IC03	C-20 Ford Transit Rapid Response van 4x4	\$176,093.00
AM20IC04	CRU-22-3 Transit 350 High Roof van - 9,500 GVWR	\$219,449.00
AM20IC05	C-23 Sprinter Mobile Command/Communications van	\$184,372.00
AM20IC13	C-25 F-650 - 26,000 GVWR - 25 feet approximate length - Modular aluminum body.	\$370,884.00
AM20IC14	C-30 Freightliner M2-106 - 33,000 GVWR - 30 feet approximate length - Modular aluminum body.	\$459,968.00
AM20IC17	C-35 Freightliner M2-106 - 33,000 GVWR - 35 feet approximate length - Modular aluminum body.	\$525,847.00
AM20IC21	C-40 Freightliner M2-106 - 54,000 GVWR - 40 feet 9 inches approximate length - Modular aluminum body.	\$581,804.00
AM20IC24	C-40 Arrow XT Command/Communications, 40 feet 9 inches approximate length - Modular aluminum body.	\$957,860.00
AM20IC25	C-40 Velocity Command/Communications, 40 feet 9 inches approximate length - Modular aluminum body.	\$956,124.00
AM20IC26	C-44 Freightliner M2-106 - 54,000 GVWR - 44 feet 9 inches approximate length - Modular aluminum body.	\$619,536.00
AM20IC30	C-20T Custom Trailer - 20 foot aluminum body,	\$154,275.00
AM20IC31	C-28T Custom Trailer - 28 foot aluminum body,	\$210,482.00
AM20IC32	C-35T Custom Trailer - 35 foot aluminum body,	\$305,722.00
AM20IC33	C-42T Custom Trailer - 42 foot, Modular aluminum body	\$820,522.00
AM20IC34	C-53T Custom Trailer, 53 body, Modular aluminum body	\$1,009,266.00
AM20IC35	Command Refurb/Technology Refresh	\$228,046.00
Q. McCoy Miller		
A. Ambulance		
AM20QA01	Type I Medic 142 Ford F-350 XL (4x2) 169" WB - Diesel	134,204.00
AM20QA02	Type I Medic 142 Ram 3500 (4x2) 167.5" WB - Diesel	127,708.00
AM20QA03	Type I Medic 142 Chevy C3500 Silverado (4X2) 171" WB - Diesel	129,022.00
AM20QA04	Type I Medic 146 Ford F-350XL (4x2) 169" WB - Diesel	136,929.00
AM20QA05	Type I Medic 146 Ram 4500 (4x2) 167.5" WB - Diesel	145,512.00
AM20QA06	Type I Medic 163 Ford F-450XL (4x2) 193" WB - Diesel	162,386.00
AM20QA07	Type I Medic 163 Ram 4500 (4x2) 192.5" WB - Diesel	156,785.00
AM20QA08	Type I Medic 170 Ford F-450XL (4x2) 193" WB - Diesel	163,076.00
AM20QA09	Type 1 Medic 170 Ram 4500 192.5" (4x2) WB - Diesel	157,475.00
AM20QA10	Type 1 Medic 170 Ford F550 (4x2) 193" WB Diesel	164,074.00
AM20QA11	Type 1 ResqMedic MD 170 Chevrolet C4500 (4x2) Diesel	161,164.00
AM20QA12	Type 1 ResqMedic MD 170 Freightliner M2 (4x2) Diesel	189,244.00
AM20QA13	Type 1 ResqMedic MD 170 International MV (4x2) Diesel	186,076.00

AM20QA14	Type II Guardian Ford T-250 Transit Mid Roof, 148" WB - 9,000 GVWR- Gas	83,624.00
AM20QA15	Type II Guardian Ford T-350 Transit High Roof, 148" WB - 9,500 GVWR - Gas	87,465.00
AM20QA16	Type II Guardian MB Sprinter 2500 High Roof, 144" WB 9,050 GVWR - Diesel	88,215.00
AM20QA17	Type III Medic 142 Ford E-350 138" WB - Gas	120,360.00
AM20QA18	Type III Medic 142 Chevrolet G3500 139" WB - Gas	116,785.00
AM20QA19	Type III Medic 146 Ford E-350 138" WB - Gas	121,628.00
AM20QA20	Type III Medic 146 Chevrolet G3500 139" WB - Gas	118,053.00
AM20QA21	Type III Medic 163 Ford E-450 158" WB - Gas	136,738.00
AM20QA22	Type III Medic - 163SE Chevy G4500 159"WB - Gas	131,195.00
AM20QA23	Type III Medic 170 Ford E-450 158" WB - Gas	137,630.00
AM20QA24	Type III Medic 170 Chevy G4500 159"WB - Gas	132,084.00

Resolution No. 536-21

Introduced in Council:

Adopted by Council:

September 20, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 536-21 - Authorizing the Executive Director of the Charleston Coliseum and
2 Convention Center to enter into a contract with Evan Corporation in the amount of
3 \$134,810.00 to design and install a horizontal lifeline fall protection system in the Charleston
4 Coliseum as the result of a competitive bidding process.

5

6 Be it Resolved by the Council of the City of Charleston, West Virginia:

7

8 That the Executive Director of the Charleston Coliseum and Convention Center is authorized to
9 enter into a contract with Evan Corporation in the amount of \$134,810.00 to design and install
10 a horizontal lifeline fall protection system in the Charleston Coliseum as the result of a
11 competitive bidding process. The City Solicitor is directed to approve the contract as to form
12 prior to its execution.

Lifeline Fall Protection System for CCCC RFP 2021-019
Bid Opening Date 8/27/21

			Evan Fall Protection 3125 Industrial Drive Sanford NC 27332 919-774-6316	Peak Fall Protection 350 Green Oaks Parkway Holley Spings NC, 27540 919-387-9965	Wolf Creek Contracting 403 Watertown Road Waterford OH 45786 740-422-1244
Item 1: Lifeline Fall Protection System			\$134,810.00	\$190,600.00	\$182,208.00
Local Vendor Preference			DID NOT REQUEST	DID NOT REQUEST	(\$5,000) \$177,208.00

Resolution No. 538-21

Introduced in Council:

Adopted by Council:

September 20, 2021

Introduced by:

Referred to:

Joseph Jenkins

Finance

1 Resolution No. 538-21 - Authorizing the Mayor or City Manager to enter into a contract with
2 Atlantic Emergency Solutions in the amount of \$94,419.10 to purchase fourteen Self-Contained
3 Breathing Apparatuses ("SCBA") complete with AV3000 facepieces and cylinders and ten SCBA
4 cylinders for the Charleston Fire Department, where the purchase price was determined
5 through a competitively-sourced contract administered by the Houston-Galveston Area
6 Council, a purchasing cooperative available to state and local governments across the United
7 States.

8

9 Be it Resolved by the Council of the City of Charleston, West Virginia:

10

11 Authorizing the Mayor or City Manager to enter into a contract with Atlantic Emergency
12 Solutions in the amount of \$94,419.10 to purchase fourteen SCBAs complete with AV3000
13 facepieces and cylinders and ten SCBA cylinders for the Charleston Fire Department, where the
14 purchase price was determined through a competitively-sourced contract administered by the
15 Houston-Galveston Area Council, a purchasing cooperative available to state and local
16 governments across the United States.

17

CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 09/07/21 **Account Number#:** 4-459

Vendor: Atlantic Emergency Solutions **Vendor#** 19941

Contact: Jay Parsons

Address: _____
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
5	SCBA's complete with AV3000 facepiece with cylinder	6,715.00	33,575.00
10	SCBA cylinders	896.00	8,960.00
TOTAL			42,535.00

Requested By: Les Smith

Purpose of Request: SCBA's and bottles for replacement on light and air unit

Operations Chief:
☐ Denied ☐ Approved _____ **Date:** _____

Administrative Chief:
☐ Denied ☒ Approved _____ **Date:** 9/2/2021

Fire Chief:
☐ Denied ☐ Approved _____ **Date:** _____

QUOTATION

Charleston FD
Attention Asst Chief Jones,

8-23-2021

Per your request I am pleased to quote you the following SCOTT airpacks for your department needs.

These packs will not have the Duel EBSS on them per your request.

SCOTT X3 Pro air pack 4.5 with QD regulator, and Integrated PASS/Packtracker, 4.5 30 min carbon cylinder and AV3000HT facepiece

X8814025005304, 804721-01, 201215-22 \$6,715.00 per complete pack

Spare 4.5 30 min carbon cylinder and valve \$896.00 each

Working on Free spare cylinders but do not have that information yet.

Pricing is good for 30 days

Sincerely,
Jay Parsons
Atlantic Emergency Solutions

PROUDLY REPRESENTING 300+ MANUFACTURERS



CITY OF CHARLESTON, West Virginia
Purchase Order Request Form
CHARLESTON FIRE DEPARTMENT

Purchase Order #: _____

Date: 09/07/21 Account Number#: _____

Vendor: Atlantic Emergency Solutions Vendor# 19941

Contact: Jay Parsons

Address: _____
(Street, City, State, Zip)

Quantity	Description	Unit Price	Total Price
9	SCBA's complete with AV3000 facepiece	5,819.00	52,371.00
TOTAL			52,371.00

Requested By: Les Smith

Purpose of Request: SCBA replacement on light and air unit

Operations Chief:

☐ Denied ☐ Approved _____ Date: _____

Administrative Chief:

☐ Denied ☒ Approved Chad Jones Date: 9/7/2021

Fire Chief:

☐ Denied ☐ Approved _____ Date: _____

QUOTATION

Charleston FD
Attention Asst Chief Jones
Melissa Taylor,

9-13-2021

Per your request I am putting this quote into two parts to better figure your needs with my pricing to comparison with the HGAC contract agreement pricing.

This is my pricing to you at last years pricing, which changed Sept. 1, 2021

SCOTT X3 Pro air pack 4.5 with QD regulator, and Integrated PASS/Packtracker
(Integrated PASS/Paktracker is an NFPA requirement. Standardized addition on air packs)

9	-	X8814025005303				
		List	\$8605.86			\$5,442.90 your cost

Total for 9 packs \$48,996.10

9	-	201215-22	AV3000HT facepiece	List	\$408.00	\$322.00 your cost
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Total for 9 mask \$2,898.00

Total complete for 9 packs, and 9 mask \$51,884.10

Sincerely,
Jay Parsons
Atlantic Emergency Solutions

anti
✓ HGAC

PROUDLY REPRESENTING 300+ MANUFACTURERS





Built-to Specification Configurator
NFPA 981/982, 2018 Edition

Page | 55 of

AV-3000 HT

Series Facepieces



The 3M™ Scott™ AV-3000 HT facepiece is fully interchangeable with the full line of 3M Scott SCBA, air-supplied respirators and air purifying respirators, as well as 3M Scott communications products providing "Top-Down Convertibility" options. It is designed to minimize equipment inventories, simplify the complexities of user training when issued as a single personal issue facepiece and reduce redundant facepiece fit tests.

AV-3000 HT Facepiece with Kevlar Head Harness, 5-Strap

Part Number	Description	Price
201215-01	Small Faceseal 	\$408.00
201215-02	Medium Faceseal 	\$408.00
201215-03	Large Faceseal 	\$408.00
201215-04	Small Faceseal, Right Comm Bracket 	\$434.00
201215-05	Medium Faceseal, Right Comm Bracket 	\$434.00
201215-06	Large Faceseal, Right Comm Bracket 	\$434.00
201215-07	Small Faceseal, Left Comm Bracket 	\$459.00
201215-08	Medium Faceseal, Left Comm Bracket 	\$459.00
201215-09	Large Faceseal, Left Comm Bracket 	\$459.00

AV-3000 HT Facepiece with Kevlar Head Harness, 4-Strap

Part Number	Description	Price
201215-21	Small Faceseal 	\$408.00
201215-22	Medium Faceseal 	\$408.00
201215-23	Large Faceseal 	\$408.00
201215-27	Small Faceseal, Right Comm Bracket 	\$434.00
201215-28	Medium Faceseal, Right Comm Bracket 	\$434.00
201215-29	Large Faceseal, Right Comm Bracket 	\$434.00
201215-34	Small Faceseal, Left Comm Bracket 	\$459.00
201215-35	Medium Faceseal, Left Comm Bracket 	\$459.00
201215-36	Large Faceseal, Left Comm Bracket 	\$459.00



AV-3000 HT Facepiece with Kevlar Head Harness is NIOSH CBRN APR approved with 40 mm First Responder adapter and CBRN Cap-1 Canister.

Air Supplied Respirators

SCBA Cylinders

30, 45, 60 & 75 Minute Assemblies

2216 psig 30 Minute Cylinder & Valve Assemblies

Part Number	Aluminum	Carbon	30-Year	Cylinder Valve	Price
804101-01	●			●	\$730.00
804840-01		●		●	\$1,305.00
200131-01*		●		●	\$1,305.00
10010063**		●			\$1,146.00

4500 psig, 30 Minute Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
804721-01	●			●	\$1,371.00
200128-01*	●			●	\$1,371.00
10009671**	●				\$1,062.00
804721-11	●	●		●	\$1,481.00
200128-11*	●	●		●	\$1,481.00
804721-35	●		●	●	\$1,657.00
200128-35*	●		●	●	\$1,657.00

4500 psig, 45 Minute Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
804722-01	●			●	\$1,635.00
200129-01*	●			●	\$1,635.00
10009673**	●				\$1,388.00
804722-11	●	●		●	\$1,745.00
200129-11*	●	●		●	\$1,745.00
804722-35	●		●	●	\$2,052.00
200129-35*	●		●	●	\$2,052.00

4500 psig, 60 Minute Cylinder & Valve Assemblies

Part Number	Carbon	ST7	30-Year	Cylinder Valve	Price
804723-01	●			●	\$1,821.00
200130-01*	●			●	\$1,821.00
10009672**	●				\$1,629.00
804723-11	●	●		●	\$1,931.00
200130-11*	●	●		●	\$1,931.00
804723-35	●		●	●	\$2,448.00
200130-35*	●		●	●	\$2,448.00

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Atlantic Emergency Solutions, Inc. - Public Services -
19-00535

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Atlantic Emergency Solutions, Inc., hereinafter referred to as the Contractor, having its principal place of business at 12351 Randolph Ridge Lane, Manassas, VA 20109.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Aug 01 2019 and ends Jul 31 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

- A. *Convenience*
H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

- B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Atlantic Emergency Solutions, Inc.

Signature 
A4871434B7EC4DC...

Name Joseph Pack
Title President & CEO
Date 6/19/2019

H-GAC
Signature 
82EC270D5D61423...

Name Chuck Wemple
Title Executive Director
Date 6/19/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Atlantic Emergency Solutions, Inc. - Public Services -

19-00535

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as part of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

Attachment A			
Atlantic Emergency Solutions, Inc.			
Emergency Medical & Rescue Equipment			
Contract No.: EE08-19			
Product Code	Mfg.	Model & Description	Base Offered Price
EE19ADA	3M Scott Safety	2019 3M Scott Fire & Safety Price List Effective 02/01/2019	15%
EE19BAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19CAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19DAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19EAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19FAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19GAA	Genesis Rescue Systems	Genesis Rescue Systems 2019 Product Price Schedule Revised January 14, 2019 Effective January 22, 2019	3.50%
EE19HCA	Scott / ISG	2019 Master Price List, excel-2019 US Price List, PDF	0%
EE19KAA	3M Scott Safety	3M Scott Safety Compressor Product 2019 Price List	0%

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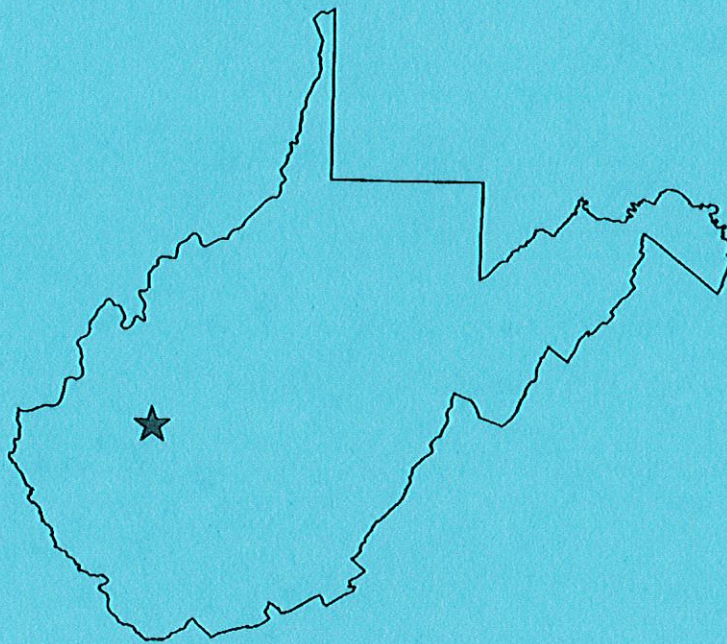
City of Charleston West Virginia

Vic Grigoraci

City Treasurer's Report to City Council

Month Ended

August 2021



Respectfully submitted,

Victor Grigoraci, CPA – City Treasurer

<u>Fund / Description</u>	<u>Balance August 2020</u>	<u>Balance July 2021</u>	<u>Collections August 2021</u>	<u>Withdrawals August 2021</u>	<u>Balance August 31, 2021</u>
001 General Fund	15,131,068.88	11,284,536.97	7,190,202.26	7,858,956.60	10,615,782.63
002 Coal Severance Tax	65.32	92.26	0.00	0.00	92.26
003 Municipal Stabilization	4,731,767.97	20,563,121.50	1,746.44	0.00	20,564,867.94
009 Community Development	5,429.49	2,790.72	25,556.78	23,031.32	5,316.18
012 West Side Improvement	9,495.20	0.00	0.00	0.00	0.00
014 IT Infrastructure	541,049.32	1,041,614.00	88.47	0.00	1,041,702.47
015 Charleston Land Reuse	273,904.36	247,911.70	21.06	0.00	247,932.76
017 Project West Invest	559.52	564.16	0.05	0.00	564.21
019 Tourism & Promotions	500,091.53	490,546.14	41.66	0.00	490,587.80
020 Business Development	751,449.54	1,357,839.02	114.32	39,331.64	1,318,621.70
021 Community Participation	130,023.80	68,614.62	5.83	0.00	68,620.45
024 LGBTQ Working Group	0.00	484.15	0.04	0.00	484.19
026 Uniform Pension Reserve Fund	21,737,140.96	26,652,414.37	196.20	520,583.00	26,132,027.57
035 Municipal Beautification	32,756.64	32,786.57	2.78	0.00	32,789.35
036 Special Demolition	18,333.64	21,357.74	11,934.16	0.00	33,291.90
037 Sister Cities	27,584.45	27,609.67	2.34	0.00	27,612.01
038 Solid Waste	756,341.56	406,532.12	402,928.32	47,189.36	762,271.08
039 Waste Disposal	0.00	45,635.60	46,966.00	92,601.60	0.00
040 Landfill Closure	3,450,242.27	3,550,017.88	9,740.29	0.00	3,559,758.17
041 Police Contributions	11,445.20	15,039.28	1.28	0.00	15,040.56
042 Police Evidence	1,069,042.54	952,774.02	80.36	36,527.99	916,326.39
043 Forfeited Funds	368,161.20	403,785.02	21,507.93	5,764.09	419,528.86
044 Municipal Court	217,130.27	260,954.81	48,884.12	50,981.50	258,857.43
045 Homeland Security	6,973.66	0.00	20,710.94	259.97	20,450.97
047 Health Insurance Reserves	6,240,205.97	6,245,912.86	530.47	0.00	6,246,443.33
048 Wayfinding Commission	21,229.05	21,248.46	1.80	0.00	21,250.26
049 Live On The Levee	13,101.95	9,672.95	25,000.64	26,421.00	8,252.59
073 American Rescue Plan	0.00	18,401,735.71	203.98	0.00	18,401,939.69
080 Human Rights	176,793.29	176,793.29	0.00	0.00	176,793.29
081 Home Program	73,216.51	528.13	3,274.99	3,274.94	528.18
085 Firefighters Assistance Grant	77.08	77.08	0.00	0.00	77.08
088 SBA Riverfront Project Donation Account	9.18	9.18	0.00	0.00	9.18
088 SBA Riverfront Project Grant Account	10,167.71	10,167.71	0.00	0.00	10,167.71
094 Byrne Justice	40,402.19	800.36	0.00	0.00	800.36
095 Police Grants	220,457.52	74,631.54	37,155.55	8,169.60	103,617.49
096 Historic Preservation	17,621.00	8,417.47	0.00	0.00	8,417.47
099 Public Arts Grant	178,914.34	208,914.34	0.00	0.00	208,914.34
100 Sinking Fund	4,024,348.57	4,024,749.46	341.82	0.00	4,025,091.28
200 Infrastructure	153,431.46	153,571.80	13.04	0.00	153,584.84
214 Civic Center Capital Improvement	408,982.38	404,175.92	33.83	36,475.82	367,733.93
215 Municipal Auditorium Capital Improvement	168,227.16	168,831.14	14.34	0.00	168,845.48
220 General Maintenance	3,912,362.22	4,156,830.80	319,347.77	312,250.11	4,163,928.46
221 City Service Fee Capital Project	1,636,641.14	3,609,784.91	282.79	598,602.14	3,011,465.56
222 Facilities Maintenance	981,762.12	1,665,366.75	141.38	1,513.40	1,663,994.73
255 Ballpark Maintenance	78,212.09	92,335.37	7.84	0.00	92,343.21
402 Civic Center Revenue	74,521.48	189,532.98	521,214.71	640,472.62	70,275.07
406 Parking System Revenue	4,644,699.77	4,798,200.25	209,832.63	211,063.59	4,796,969.29
426 Parking Operation and Maintenance	2,315,093.34	2,816,177.03	239.18	0.00	2,816,416.21
427 Civic Center TIF Project	215,807.45	461,665.84	608.35	0.00	462,274.19
900 M - DENT	685,106.23	598,140.89	27,754.10	18,929.40	606,965.59
901 Pending Forfeiture	927,226.18	1,166,453.11	99.07	0.00	1,166,552.18
Working Cash Advance Fund	32,925.00	32,925.00	0.00	0.00	32,925.00
Total All Funds	77,021,599.70	116,924,672.65	8,926,829.91	10,532,399.69	115,319,102.87

1 **Bill No. 7929**

2 Passed by Council:

3 Introduced in Council

4 **September 20, 2021**

5 Introduced by:

Referred to

6 **Adam Knauf**

Planning, Streets and Traffic

7
8 **Bill No. 7929** - A Bill to establish a no parking zone on the north side of Preston Street
9 from Elmore Avenue to Monroe Street and amending the Traffic Control Map and Traffic
10 Control File, established by the code of the City of Charleston, West Virginia, two
11 thousand and three, as amended, Traffic Laws, Section 263, Division 2, Article 4,
12 Chapter 114, to conform therewith.

13 Be it Ordained by the Council of the City of Charleston, West Virginia:

14 Section 1. A Bill to establish a no parking zone on the north side of Preston Street from
15 Elmore Avenue to Monroe Street

16 Section 2. The Traffic Control Map and Traffic Control File, established by the code
17 of the City of Charleston, West Virginia, two thousand and three, as amended, Traffic
18 Laws, Section 263, Division 2, Article 4, Chapter 114, shall be and hereby are
19 amended, to conform to this Ordinance.

20 Section 3. All prior Ordinances, inconsistent with this Ordinance are hereby
21 repealed to the extent of said inconsistency.



Bill No. 7930

Introduced in Council:

September 20, 2021

Adopted by Council:

Introduced by:

Adam Knauff

Referred to:

**Ordinance and Rules and
Planning, Streets and Traffic**

Bill No. 7930 - A BILL to amend the Municipal Code of the City of Charleston, as amended, by adding thereto a new section, designated Section 78-214, relating to prohibitions on camping in a public place and creating criminal penalties therefore.

Now, therefore, be it ordained by the Council of the City of Charleston:

That the Municipal Code of the City of Charleston, as amended, is hereby amended by adding thereto a new section, designated Section 78-214 to read as follows:

CHAPTER 78 - OFFENSES AND MISCELLANEOUS PROVISIONS.

ARTICLE IV - OFFENSES INVOLVING PUBLIC PEACE AND ORDER.

Sec. 78-214. – Prohibited Camping.

(a) In this section the following definitions apply:

(1) "Camp" shall mean to reside temporarily in a place with shelter.

(2) "Shelter" shall include a tent, tarpaulin, lean-to, sleeping bag, bedroll, blanket(s), or any form of temporary, semi-permanent, or permanent shelter, other than clothing or any handheld device, designed to protect a person from weather conditions.

(3) "Public place" shall mean property owned or leased by the City of Charleston.

(b) It shall be hereby unlawful for any person to intentionally or knowingly camp in a public place without the effective consent of the officer or agency having the legal duty or authority to manage said public place.

(c) Intent or knowledge may be established through evidence of activities associated with sustaining a living accommodation that are conducted in a public place, including:

(1) cooking;

(2) making a fire;

(3) storing personal belongings for an extended period;

(4) digging; or

(5) sleeping.

35 (d) Consent given by an officer or agency is not effective for purposes of subsection
36 (b) of this section, unless given to authorize the person to camp for:

37 (1) recreational purposes within a properly designated area within a City park;

38 (2) purposes of sheltering homeless individuals, if the property on which the
39 camping occurs is designate by the City for such use; or

40 (3) purposes related to providing emergency shelter during a disaster declaration
41 by the State, County or City.

42
43 (e) Violations of this section constitute a criminal misdemeanor, subject to criminal
44 citation and punishable by a fine of not more than \$500.00 or by imprisonment for not
45 more than five days or both.

46
47 (f) If the person is arrested or detained solely for an offense under this section, the
48 police officer enforcing this section shall ensure that all of the person's personal property
49 not designated as contraband under the law is preserved by:

50 (1) permitting the person to remove all the property from the public place at the
51 time of the person's departure; or

52 (2) depositing said property with the City's Coordinated Addiction and Response
53 Effort's office or other designated facility and allowing the person to retrieve the property
54 after the person is released from custody. A fee may not be charged for the storage or
55 release of property under this subsection.

56
57 (g) This Section shall take effect sixty (60) days after passage.
58