City Hall
80 Broad Street
March 26, 2018
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Wagner

2. Approval of Minutes:

   a.) February 26, 2018

   b.) March 13, 2018

3. Bids and Purchases

4. Police Department: Approval to submit the FY18 VOCA Application for a Resource Specialist & Elder Advocate salary continuation, supplies, and training for a total of $110,490. A cash match of $27,623 will derive from the 2019 CPD General Fund.

5. Office of Cultural Affairs: Approval to apply for $6,000 from the South Carolina Department of Parks, Recreation & Tourism for tourism advertising funding, to support the 2018 MOJA Arts Festival. A 2:1 City match is required. Matching funds will come from corporate sponsorships and paid admissions.

6. Parks-Capital Projects: Approval of CPD Forensic Lab Professional Services Contract Fee Amendment #1 with Stubbs Muldrow Herin Architects, Inc. in the amount of $362,059 for an adjustment to design fees to reflect the increase in project size from 11,000 square feet to 22,000 square feet. The total project budget remains unchanged. The contract date will be amended from September 27, 2016 to March 26, 2018. Fee Amendment #1 will increase the Professional Services Contract with Stubbs Muldrow Herin Architects, Inc. from $450,250 to $812,309. The funding sources for this project are the 2015 Installment Purchase Revenue Bond ($7,392,186) and 2017 Installment Purchase Revenue Bond ($5,000,000).

7. Parks-Capital Projects: Approval of the 2018 Tennis & Basketball Court Resurfacing Construction Contract with McGrath Industries dba Talbot Tennis in the amount of $177,046 to rebuild the basketball court at Deming Park including new fencing and goals, resurface 2 basketball and 2 tennis courts at Forest Park Playground and resurface 6 tennis courts at Charleston Tennis Center. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000, to the extent contingency funds exist in the Council approved budget. The Construction Contract will obligate $177,046 of the $196,800 project budget. The funding source for this work is the Capital Projects-Structural Repairs

($196,800). Approval of this action will also include a transfer of $19,909 from the Grounds Maintenance – Professional and Contracted Services line item to help cover the cost of this project.

8. Parks-Capital Projects: Approval of a Construction Contract with Rakes Building and Maintenance in the amount of $106,080 for the repair of approximately 500 linear feet of shoreline along and pedestrian trail that runs along the Wando River of Daniel Island. Repairs are for damage sustained during Hurricane Irma. The funding source for this project is Emergency Preparedness #2. The City will be seeking reimbursement from FEMA/insurance for these expenses.

9. Public Service: Approval for Change Order #1 in the amount of $36,834 for Peach Blossom Lane with Triadd Engineering to reconcile actual quantities at the completion of the contract and to account for additional work due to unforeseen site conditions.

10. Public Service: Approval for JMT to prepare plans and assist with additional design development services in the amount of $50,000 associated with the raising of the Low Battery to account for sea-level rise.

11. Public Service: Approval for B&C Land Development to install a check valve in the amount of $83,323 on Beaufain Street on the storm drain within the road right of way. This valve will prevent tidal flooding of low areas including portions of Gadsden, Wentworth & Barre Streets. CWS has offered to reimburse the City 50 percent of the cost.

12. Public Service: Approval for B&C Land Development to install three check valves in the amount of $212,378 on the storm drain outfalls on Morrison Drive within the SCDOT right of way. These valves will prevent tidal flooding of low areas west of Morrison including portions of America, Aiken and Lee Streets. CWS has offered to reimburse the City for 50 percent of the cost.

13. Housing and Community Development: Approval of the Opportunity Zone Application submitted to the S.C. Department of Commerce. Opportunity Zones are a designation that allows local governments to capitalize on Opportunity Funds to increase economic and housing opportunities in low and moderate income neighborhoods. No match is required. The application was submitted prior to February 28, 2018 due to time constraints.

14. Executive–Resiliency/Emergency Management Division: Acceptance of the Mayor's Challenge Grant in the amount of $100,000 ***(To be sent under separate cover)***

15. The Committee on Real Estate: (Meeting was held March 23, 2018 at 4:00 p.m. at City Hall, 80 Broad Street, First Floor Conference Room)

    a. Authorize the Mayor to execute the Purchase and Sale Agreement for the City to acquire the Archer School site from Charleston County School District for future development to include

affordable housing. The property is owned by the Charleston County School District. (220 Nassau Street; TMS: 459-05-01-067) ***(To be sent under separate cover by the Real Estate Department.)***

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

3a.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Interim Chief Jerome Taylor **DEPT.** Police Department

SUBJECT: DOCKING STATIONS AND EQUIPMENT

REQUEST: Approval to purchase docking stations and equipment for 2018 from Police vehicles from CDW-G, CDW Plaza, 120 S. Riverside, Chicago, IL 60606. National IPA Contract #130733

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 26, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	x	☐		☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 200000 Account #: 52740

Balance in Account _____ Amount needed for this item $43,129.12

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt H, Deputy CFO

FISCAL IMPACT:

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

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

PR181454
200000/52740

QUOTE CONFIRMATION

PEOPLE WHO GET IT

DEAR DAVE GRUDZIEN,

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

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JQGH492	3/6/2018	VEHICLE 2018	1956925	$43,129.12

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Gamber-Johnson Docking Station with Triple RF - docking station Mfg. Part#: 7160-0790-03 UNSPSC: 43211602 Contract: National IPA Technology Solutions (130733)	8	4468305	$701.00	$5,608.00
Gamber-Johnson Vehicle Docking Station - Dual RF - docking station Mfg. Part#: 7160-0505-02 UNSPSC: 43211602 Contract: National IPA Technology Solutions (130733)	22	3194741	$745.00	$16,390.00
LIND DC ADAPTER 11-16VIN F/R200 Mfg. Part#: GE1950-3421 Contract: National IPA Technology Solutions (130733)	35	2656444	$92.00	$3,220.00
Brother PocketJet PJ-722 - printer - monochrome - direct thermal Mfg. Part#: PJ722 UNSPSC: 43212108 Contract: National IPA Technology Solutions (130733)	35	3955829	$270.00	$9,450.00
Brother LB3692 Car Adapter Mfg. Part#: LB3692 UNSPSC: 39121006 Contract: National IPA Technology Solutions (130733)	35	1912881	$16.00	$560.00
HAVIS CHARGEGUARD SELECT Mfg. Part#: LAW-CG.X UNSPSC: 26111703 Contract: National IPA Technology Solutions (130733)	35	1812014	$60.00	$2,100.00
MAXRAD GPS QUAD BAND CONVERT ANT Mfg. Part#: 3947D Contract: National IPA Technology Solutions (130733)	35	2855975	$64.00	$2,240.00

PURCHASER BILLING INFO		
Billing Address: CITY OF CHARLESTON ACCOUNTS PAYABLES PO BOX 853 CHARLESTON, SC 29402-0853 **Phone:** (843) 724-3716 **Payment Terms:** Net 30 Days-Govt State/Local	**SUBTOTAL**	$39,568.00
	SHIPPING	$0.00
	SALES TAX	$3,561.12
	GRAND TOTAL	**$43,129.12**

3b.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Interim Chief Jerome Taylor **DEPT.** Police Department

SUBJECT: 2018 FORD FUSION VEHICLES

REQUEST: Approval to purchase sixteen (16) each 2018 Ford Fusion Vehicles from Benson Ford, PO Box 469, Easley, SC 29641. #18-B003R

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 26, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Police Department	X	☐		☐
Procurement Director	X	☐		☐

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

If yes, provide the following: Dept./Div.: 062018 Account #: 58010

Balance in Account _____ Amount needed for this item $300,000.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Deputy CFO

FISCAL IMPACT: 2018 Lease Purchase Funds

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

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

BID TABULATION SHEET

CITY OF CHARLESTON

Charleston, South Carolina

Page _____

Police Department

DATE: **MARCH 7, 2018**

SOL.# **18-B003R**

BUYER: **ROBIN B. ROBINSON**

2018 FORD FUSIONS

	BIDDER	*BIDDER*	*BIDDER*	*BIDDER*
COMPANY NAME	**Berkeley Ford**	**Benson Ford**	**Palmetto Ford**	
COMPANY REPRESENTATIVE	**L.R. Johnson**	**Pete Dawley**	**Tim Sundstrom**	
PHONE NUMBER	**843-761-8284**	**864-901-4773**	**843-571-3673**	
MINORITY				

QTY	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
15	**2018 Ford Fusions (per Specs)**	**$18,249.00**		**$18,250.00**					
15	**Delivery Fee**	**450.00**		**Included**					
	SUB-TOTAL	**$18,699.00**		**$18,250.00**					
	SC State Tax	**500.00**		**500.00**					
	TOTAL	**$19,199.00**		**$18,750.00**			**No Bid**		

COMMENTS:

BUYER: Ann C Jones for Robin Robinson

WITNESS: [signature]

3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Jerome Taylor, Interim Chief **DEPT.** Police

SUBJECT: PURCHASE 2018 POLICE VEHICLES

REQUEST: Purchase two (2) Chevrolet Tahoe PPV SUVs from Love Chevrolet State Contract Number 4400017323

COMMITTEE OF COUNCIL: _____ **DATE:** _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Chief of Police	X			X
Corporation Counsel				
Procurement				

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

If yes, provide the following: Dept./Div: 062018 Account #:: 58010

Balance in Account _____ Amount needed for this item $65,698

NEED: Identify any critical time constraint(s).

CFO's Signature: Mark Jr, Deputy CFO

FISCAL IMPACT:

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

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

City of Charleston
South Carolina

PURCHASE REQUEST FORM

Requestor: Scott Newsome **Date:** 3/7/18 **Ship To Location:** Charleston PD

Department: Police **Division:** Fleet

SUGGESTED SUPPLIER: **Approval:** _____

Company Name	Address	Phone Number	Contact Name
Love Chevrolet Company State Contract # 4400017323	100 Parkridge Drive, Columbia, S.C.29212	803-794-9004	Don Lockhart

PURCHASE REQUESTS:

Item#	Quantity	Unit	Part Number	Description	Unit Price	Ext. Price
1	2	EA		2018 Chevrolet Tahoe PPV, vinyl rear seats, HD rubber floor covering, rear view camera in mirror, Bluetooth compatible, factory steel wheels. Bucket seats up front. No console between front seats.	$32,734.00	$65,468.00
2						
3	2	EA		Deduct pillar-mounted driver's side spotlight	($385.00)	($770.00)
4						
5				Exterior color: Black		
6				Interior color: Dark gray or black.		
7						
8				Note: Delete center console from between seats		
9						
10						
11				Vehicle to be drop shipped to Global Public Safety in Roebuck SC		
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
					State Tax	$1,000.00
					Total	$65,698.00

Scott G. Newsome/ Director, Fleet

Requisitioner/Title | Authorized Approval/Title | Appropriation Approval

PR1-2016

LE-8: Pursuit Utility, Full Size, 4x2, Flex Fuel

Contract Number:	**4400017323**	Contractor:	**Love Chevrolet Company**
Initial Contract Term:	11/1/2017 - 10/31/2018	Address:	100 Parkridge Drive, Columbia, SC 29212
Contract Rollover Dates:		Vendor #:	7000044959
Order Cut Off Date:		Contact:	**Donna Casey**
Model:	**Chevrolet Tahoe PPV - CC15706**	Email:	governmentsales@loveauto.com
Commodity Code:	07105	Telephone:	**803-794-9004 ext. 7**
Delivery Days ARO:	90	Fax:	**803-926-7467**

BASE PRICE **$32,734.00**

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

Optional Additions

4x4 Pursuit Package	$3,550.00
Towing Package (State Standard Spec)	$25.00

Optional Deductions

HD Vinyl/Rubber Flooring	$100.00
Spot Light (Left Door Mounted)	$385.00
Delivery Fee (Per Vehicle)	$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	9 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	$1.67

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Chevrolet Tahoe PPV

State Contract #4400017323

LOVE Chevrolet Company

803-794-9004

governmentsales@loveauto.com

Base Price -	**$32734.00**
Adds -	
4x4 Pursuit Package -	$3550.00
9K Winch -	$1965.00
All Weather Floor Mats (require carpet) -	$220.00
Towing Insert -	$25.00
Aluminum Wheels and Tires -	$495.00
Molded Splash Guards -	$99.00
Remote Start -	$295.00
Enhanced Driver Alert Pkg -	$673.00
Ground Studs in Rear Cargo Area -	$82.00
Wiring, Grill Lamps and Speaker -	$89.00
Wiring, Horn and Siren Circuit -	$40.00
Rear Window Switches Inoperative -	$60.00
Dome Light (Red and White) -	$165.00
Seating, Second Row Vinyl w/ Front Cloth -	$0.00
Upfit Fee -	**$150.00**
Deducts –	
HD Vinyl/Rubber Flooring in lieu of Carpet -	<$100.00>
Spot Light -	<385.00>

Available Colors – Black, White, Silver Ice, Tungsten Metallic, Blue Velvet, Satin Steel, Pepperdust Metallic, Havana Metallic, Siren Red Tint Coat ($479.00), Victory Red ($651.00)

COMMITTEE / COUNCIL AGENDA

3d.)

TO: John J. Tecklenburg, Mayor

FROM: Jerome Taylor, Interim Chief **DEPT.** Police

SUBJECT: PURCHASE 2018 POLICE VEHICLES

REQUEST: Purchase two (2) Ford Interceptor Utility SUVs from Vic Bailey Ford. State Contract Number 4400017322.

COMMITTEE OF COUNCIL: _____ **DATE:** _____

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Chief of Police	x			x
Corporation Counsel				
Procurement				

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

If yes, provide the following: Dept./Div: 062018 Account #:: 58010

Balance in Account _____ Amount needed for this item $57,146

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt H., Deputy CFO

FISCAL IMPACT:

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

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

City of Charleston
South Carolina

PURCHASE REQUEST FORM

Requestor: Scott Newsome **Date:** 3/7/18 **Ship To Location:** Charleston PD

Department: Police **Division:** Fleet

SUGGESTED SUPPLIER: Vic Bailey Ford **Approval:** _____

Company Name	Address	Phone Number	Contact Name
Vic Bailey Ford State Contract # 4400017322	PO Box 3568, Spartanburg, S.C. 29304	800-922-1365	David Vetter

PURCHASE REQUESTS:

Item#	Quantity	Unit	Part Number	Description	Unit Price	Ext. Price
1	2	EA		2018 Ford Interceptor Utility,full wheel covers, vinyl rear seats, HD rubber floor covering, rear view camera in mirror.	$27,903.00	$55,806.00
2	2	EA		Deduct police interior upgrade package	($309.00)	($618.00)
3	2	EA		Deduct pillar-mounted driver's side spotlight	($171.00)	($342.00)
4						
5						
6	2	EA		Add for Reverse Sensing System-76R	$288.00	$576.00
7	2	EA		Add for Basic SYNC hands-free communication-53M	$308.00	$616.00
8	2	EA		Add for Dome Lamp in cargo area-17T	$54.00	$108.00
9						
10						
11				Exterior color: Black Interior Color: Black or Dark Gray		
12						
13				Vehicles to be drop shipped to Global Public Safety in Roebuck SC		
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
					State Tax	$1,000.00
					Total	$57,146.00

Scott G. Newsome/ Director, Fleet Mgt

Requisitioner/Title | Authorized Approval/Title | Appropriation Approval

PR1-2016

Rob Malpass, Procurement Manager
Phone: (803) 737-5769
Email: remalpass@mmo.sc.gov

Materials Management Office
1201 Main Street, Suite 600
Columbia, South Carolina 29201

LE-7: Law Enforcement Utility - Intermediate, Four-Door, All-Wheel Drive

Contract Number:	**4400017322**	Contractor:	**Vic Bailey Ford**
Initial Contract Term:	11/1/2017 - 10/31/2018	Address:	PO Box 3568 Spartanburg, SC 29304
Contract Rollover Dates:		Vendor #:	7000079092
Order Cut Off Date:		Contact:	**David Vetter**
Model:	**Ford Police Interceptor SUV - K8A**	Email:	dvetter@vicbaileyauto.com
Commodity Code:	07105	Telephone:	**864-585-3600**
Delivery Days ARO:	90	Fax:	**864-594-6802**

BASE PRICE **$27,903.00**

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

Optional Additions

Intentionally Left Blank

Optional Deductions

Police/Special Purpose Interior Package * Deletes Center Console, Changes Floor Covering and Rear Seat to Vinyl	$309.00
HD Vinyl/Rubber Flooring * Deletes Center Console	$261.00
Vinyl Rear Seat (Cloth Front) * Deletes Center Console	$209.00
Spot Light (Left Door Mounted) * Deletes Spot Light	$171.00
Delivery Fee (Per Vehicle)	$15.00

Delivery Information

Delivery Distance Included in Delivery Fee	10 Miles
Price Per Mile Contractor May Charge Beyond the Delivery Distance	$1.50

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VIC BAILEY FORD

David Vetter 864.585.3600 or 800.922.1365

2018 FORD POLICE INTERCEPTOR SUV ALL WHEEL DRIVE

Truck, 4x2 Utility (SUV), Intermediate Size, 4 Door, All Wheel Drive, Pursuit Package, Flex-Fuel

Contract #: 4400017322

Standard Equipment Included:						
3.7L V-6 Engine	Power Steering					
Automatic Transmission	Power Brakes					
A/C	Power Windows and Door Locks					
AM/ FM Radio	Cloth Front Bucket Seats w/ Cloth Rear Bench Seat					
Remote Keyless Entry	Carpeted Floor Covering					
Cruise Control	Driver's Side Spotlight					
SC STATE CONTRACT PRICE:					**$27,903.00**	(plus tax)
Additional Available Options						
Fire Engine Red Exterior Paint					$1,002.00	
3.5L V-6 EcoBoost Engine - 99T					$3,443.00	
Rearview Camera - Camera in Center Stack					Standard	
Rearview Camera - Mirror Display - 87R					No Charge	
Delete Full Wheel Covers					-$45.00	(Deduct)
18" Aluminum Wheels - 64E					$496.00	
Delete Interior Upgrade Package					-$309.00	(Deduct)
Delete Spotlight					-$171.00	(Deduct)
Front Headlamp / Police Interceptor Housing Only - 86P		**Highly Recommended**			$131.00	
Front Headlamp Lighting Solution - 66A Lights are Red/Blue					$890.00	
Front Headlamp Lighting Solution - 66A Lights are Blue/Blue					$929.00	
Front Headlamp Lighting Solution - 66A Lights are Red/Red					$929.00	
Tail Lamp / Police Interceptor Housing Only - 86T		**Highly Recommended**			$64.00	
Tail Lamp Lighting Solution - 66B Lights are Red/Blue					$445.00	
Tail Lamp Lighting Solution - 66B Lights are Blue/Blue					$484.00	
Tail Lamp Lighting Solution - 66B Lights are Red/Red					$484.00	
Rear Lighting Solution - 66C Lights are Red/Blue					$477.00	
Rear Lighting Solution - 66C Lights are Blue/Blue					$516.00	
Rear Lighting Solution - 66C Lights are Red/Red					$516.00	
Cargo Wiring Upfit Package - 67G					$1,399.00	
Ready for the Road Package - 67H (Red/Blue Lights)					$3,568.00	
Ready for the Road Package - 67H (Red/Red Lights)					$3,950.00	
Ready for the Road Package - 67H (Blue/Blue Lights)					$3,950.00	
Ultimate Wiring Package - 67U					$577.00	
Police Wire Harness Connector Kit - Front - 47C					$110.00	
Police Wire Harness Connector Kit - Rear - 21P					$135.00	
Engine Block Heater - 41H					$95.00	
Auto Headlamps - 86L					$120.00	
Dark Car Feature (Courtesy Lamp Disabled) - 43D					$21.00	
Silent Mode - 43L (Requires Daytime Running Lights - 942)					$21.00	
Daytime Running Lights - 942					$47.00	
Dome Lamp Red/White in Cargo Area - 17T					$54.00	
Front Warning Auxiliary Light Red/Blue (Requires Option 60A)- 21L					[redacted]	
Front Warning Auxiliary Light Blue/Blue (Requires Option 60A) - 21L					$714.00	
Front Warning Auxiliary Light Red/Red (Requires Option 60A) - 21L					$714.00	
Forward Indicator Pocket Warning Light - 21W					$668.00	
Front Interior Windshield Warning Lights - 96W					$1,165.00	
Pre-Wiring for Grille Lamp, Siren and Speaker - 60A		**Highly Recommended**			$54.00	
Side Marker LED - Sideview Mirrors Red/Blue - 63B					$304.00	
Side Marker LED - Sideview Mirrors Blue/Blue - 63B BB					$413.00	
Side Marker LED - Sideview Mirrors Red/Red - 63B RR					$413.00	
Rear Quarter Glass Side Marker Lights Red/Blue - 63L					$601.00	

Rear Quarter Glass Side Marker Lights Blue/Blue - 63L BB					$715.00	
Rear Quarter Glass Side Marker Lights Red/Red - 63L RR					$715.00	
Spot Light - Driver and Passenger Side - 51Z					$179.00	
Spot Light - Driver Side Only - LED Unity - 51R					$224.00	
Spot Light - Driver Side Only - LED Whelen - 51T					$251.00	
Spot Light - Driver and Passenger Side - LED Unity - 51S					$460.00	
Spot Light - Driver and Passenger Side - LED Whelen - 51V					$507.00	
Glass - Solar Tint 2nd Row, Rear Quarter and Liftgate Window - 92G					$126.00	
Glass - Solar Tint 2nd Row Only - Privacy Glass on Rear Quarter and Liftgate Window - 92R					$90.00	
Roof Rack Side Rails - Black - 68Z					$163.00	
Deflector Plate - 76D					$350.00	
Two-Tone Vinyl Wrap (Call for Optional Configurations)					$877.00	
Vinyl Word Wrap (Call for Available Configurations)					$831.00	
SYNC Basic - Hands Free Voice Activated Communication System - 53M			**Highly Recommended**		$308.00	
Remapable (4) Switches on Steering Wheel - 61R					$163.00	
Rear Door Handles Inoperable / Locks Operable -68L					$37.00	
Rear Door Handles and Locks Inoperable - 68G					$37.00	
Hidden Door Lock Plunger and Rear Door Handles Operable - 52H					$146.00	
Hidden Door Lock Plunger and Rear Door Handles Inoperable - 52P					$169.00	
Rear Window Power Delete - Operable from Front Driver Side Switches - 18W					$27.00	
Global Lock / Unlock Feature - 18D					No Charge	
Carpeted Floor Covering w/ Floor Mats w/ Interior Upgrade Package Deleted - 16C					$131.00	
2nd Row Cloth w/ Interior Upgrade Package Deleted - 88F					$64.00	
Power Passenger Seat - 87P					$340.00	
Front Console Plate Delete					No Charge	
Rear Console Plate - 85R					$37.00	
Vehicles Keyed Alike (Call for Available Codes)					$54.00	
Ballistic Door Panels (LVL III) - Driver Front Door Only - 90D					$1,657.00	
Ballistic Door Panels (LVL III) - Driver and Passenger Front Doors - 90E					$3,314.00	
Ballistic Door Panels (LVL 4+) - Driver Front Door Only - 90F					$2,524.00	
Ballistic Door Panels (LVL 4+) - Driver and Passenger Front Doors - 90G					$5,047.00	
Blind Spot Monitoring w/ Cross Traffic Alert - 55B					$569.00	
Mirrors - Heated Sideview - 549					$64.00	
Lockable Gas Cap - 19L					$21.00	
Perimeter Anti-Theft Alarm (Requires Remote Keyless) - 593					$126.00	
Police Engine Idle Feature - 47A					$273.00	
Delete Remote Keyless Entry					-$210.00	(Deduct)
Reverse Sensing System - 76R		**Highly Recommended**			$288.00	
Auxilliary Air Conditioning - 17A					$637.00	
Badge Delete (Removes Police Interceptor Badging) -16D					No Charge	
Cargo Storage Vault - 63V					$256.00	
Scuff Guards (Protective Wrap Edging on Front of Both Rear Doors) - 55D					$74.00	
My Speed Fleet Management - 43S					$64.00	
Noise Suppression Bond Straps - 60R					$105.00	
PTU Cooler - Power Take Off Unit - Severe Duty (EcoBoost Engine Only) - 52B					$3,057.00	
100 Watt Siren/Speaker (Includes Bracket and Pigtail) - 18X					$314.00	
ESP w/ Maintenance Plan					Call for Pricing	
Trailer Hitch and Wiring - Aftermarket Installed					$450.00	

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor

FROM: Interim Chief Jerome Taylor **DEPT.** Police

SUBJECT: POLICE DEPARTMENT - SC DEPARTMENT OF PUBLIC SAFETY

REQUEST: To approve the submission of FY18 VOCA Application For a Resource Specialist & Elder Advocate salary continuation, Supplies, and training for a total of $110,490

COMMITTEE OF COUNCIL: W&M **DATE:** March 26, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X		[signature]	
Cap. Proj. Cmte. Chair				
Chief of Police	X		[signature]	
Grants Manager	X		[signature]	

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature], Deputy CFO

FISCAL IMPACT:

A cash match of $27,623 will derive from the 2019 CPD General Fund.

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

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

STATE OF SOUTH CAROLINA
DEPARTMENT OF PUBLIC SAFETY
VICTIMS OF CRIME ACT GRANT APPLICATION

Grant #

App # T18328

To Be Completed by Project Director

Section 1

County Name: 10 - CHARLESTON

Other county/counties this project will serve: 06-BERKELEY

Section 2

Grant Period: 12 Months

Begin: 10/1/2018

End: 9/30/2019

Section 3

Project Title: Charleston Police Department: Family Violence Unit

Section 4

Project Summary (max. 300 characters): This project will continue the support of the Family Violence Unit's previously-funded Elder Victim Advocate and Resource Specialist.

Section 5

Type of Application

a. Continuation

b. Year of Funds : 3

Other:(Specify)

c. Reimbursable

Section 6

a. Organization Type : City

Other:(Specify)

b. U. S. Congressional District 01,06

Section 7

Agency DUNS number*: (fedgov.dnb.com/webform) 077990786

Has your agency registered with Central Contractor Registration (CCR)?* **Yes** (www.sam.gov)

For **Central Contractor Registration (CCR) handbook** click here.

* This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded.

FEIN: 57-6000226

Agency Name Charleston Police Department

Address 180 Lockwood Boulevard

City Charleston

State South Carolina

(Please use the Name/Address above instead of this field)

Name and Address of Implementing Agency

10 Digit Zip 29403-5152

(Area) Phone #: 843-720-3782

(Area) Fax #: 843-579-7518

COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION

Section 8

BUDGET

Use whole dollars only (For example: $1,500 not $1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	$91,253	$22,813	$114,066
Contractual Services	$0	$0	$0
Travel	$6,147	$1,537	$7,684
Equipment	$4,706	$1,177	$5,883
Renovation/Construction	N/A	N/A	N/A
Other	$8,384	$2,096	$10,480
TOTAL:	$110,490	$27,623	$138,113
b. PERCENTAGE	80%	20%	100%

Section 9

APPROPRIATION OF NON-GRANTOR MATCHING FUNDS City

Other (Explain):

WHOLE DOLLARS ONLY **BUDGET DESCRIPTION** Page 2

MATCHING FUNDS CATEGORIES			GRANTOR	CASH	IN-KIND	TOTAL
PERSONNEL						
SALARIES Position Title	% of Time On Project	Quantity				
Elder Victim Advocate	100	1	$28,156	$7,039	$0	$35,195
Resource Specialist	100	1	$29,566	$7,391	$0	$36,957
		TOTAL SALARIES:	$57,722	$14,430	$0	$72,152
EMPLOYER CONTRIBUTIONS (Fringe Benefits)						
Social Security & Medicare (FICA)			$4,415	$1,104	$0	$5,519
Retirement			$9,663	$2,416	$0	$12,079
Worker's Compensation Insurance			$2,654	$664	$0	$3,318
Unemployment Insurance (on first $7,000 only)			$34	$9	$0	$43
Health Insurance			$16,195	$4,048	$0	$20,243
Dental Insurance			$428	$108	$0	$536
Pre-Retirement Death Benefit			$58	$14	$0	$72
Accident Death Benefit (Police Officers)			$0	$0	$0	$0
Other Employer Contributions (Itemize)			$82	$21	$0	$103
TOTAL EMPLOYER CONTRIBUTIONS:			$33,531	$8,383	$0	$41,914
		TOTAL PERSONNEL:	$91,253	$22,813	$0	$114,066
CONTRACTUAL SERVICES:						
(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)						
			$0	$0	$0	$0
		TOTAL CONTRACTUAL SERVICES	$0	$0	$0	$0
TRAVEL:						
(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)						
Airfare (2 Out of State Trips Roundtrip)			$2,176	$544	$0	$2,720
Lodging (2 Advocates) SCLEVA, NOVA, APC, SCVRW			$2,749	$687	$0	$3,436
Per Diem (2 Out-Of-Stte), (2 In State)			$1,062	$266	$0	$1,328
Ground Transportation			$160	$40	$0	$200
		TOTAL TRAVEL:	$6,147	$1,537	$0	$7,684

USE WHOLE DOLLARS ONLY **BUDGET DESCRIPTION** Page 3

MATCHING FUNDS

CATEGORIES		GRANTOR CASH		IN-KIND	TOTAL
EQUIPMENT ($1,000 or more per Unit):					
(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased or rented items)					
ITEM	QUANTITY				
Desktop Workstation (Include laptop station)	1	$2,180	$545	$0	$2,725
Rugged Laptop and Accessories	1	$2,526	$632	$0	$3,158
TOTAL EQUIPMENT:		$4,706	$1,177	$0	$5,883
RENOVATIONS/CONSTRUCTION: (Describe)					
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A	N/A	N/A
Other (Itemize)					
VAMSNET Software Recurring Yearly Charge		$700	$175	$0	$875
Annual Cellular Service (2 Advocate)		$1,749	$437	$0	$2,186
Microsoft Visio (2 Advocates)		$608	$152	$0	$760
Children Publication		$800	$200	$0	$1,000
Hand-Free Bluetooth In-Car Speaker Phone System (6 Count)		$826	$206	$0	$1,032
Corporate Membership-American Society on Aging		$522	$130	$0	$652
Corporate Membership-Nat. Aging in Place Council		$300	$75	$0	$375
Registration Aging In Place Conference (2)		$880	$220	$0	$1,100
Registration SC Victim Rights Week, (Elder, Resource Coordina		$480	$120	$0	$600
Registration SCLEVA Conference (Elder, Resource Coordinato		$480	$120	$0	$600
Registration NOVA (Elder, Resource Coordinator)		$1,040	$260	$0	$1,300
TOTAL OTHER:		$8,384	$2,096	$0	$10,480

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

1.) Personnel:

Elder Advocate

Funds cover the salary projection for the Elder Victim Advocate at the Grade 10 pay scale at 100% level of effort. The individual would be located in the Family Violence Unit.

Resource Specialist

Funds cover the salary projection for the Elder Victim Advocate at the Grade 10 pay scale at 100% level of effort. The individual would be located in the Family Violence Unit.

2.) Fringe Benefits:

Fringe benefits are based on the salary estimate describe above. Benefits include FICA, civilian retirement, workers compensation, health/dental benefits, unemployment compensation, and a combined life and disability fringe. This list represents the standard benefit package for all civilian employees at the City.

3.) Travel

Lodging

Funds are budgeted to lodge the Resource Specialist and the Elder Victim Advocate for several trainings. i.e. South Carolina Law Enforcement Advocate, Victims' Right Week, and Aging in Place Conferences.

Airfare

Funds are budgeted to purchase 2 round trip tickets to the conference. Airfare estimates include tax and checked bag fee.

Per Diem

Funds are budgeted for the Resource Specialist and the Elder Victim Advocate based on the SC 2018 Out-of-State daily maximum ($44/day) and In-State daily max ($38/day) for both advocates.

Ground Transportation

Funds are budgeted for the Resource Specialist and the Elder Victim Advocate. This will cover fees such as airport parking, taxis and other transportation needs.

4.) Equipment

Child Victim Advocate –Computer Workstation

The computer workstation package included a desktop-to-tablet PC. The workstation cost is based on the City Information Technology annual contract

Rugged Laptop and Accessories

The laptop will be used by the Resource Coordinator to obtain immediate resources on-site of an incident. The use of the laptop will enable the Resource Specialist to access her database to provide immediate services on scene.

5.) Other:

VAMSET Software

Funds are budgeted to support the annual recurring cost for the VAMSET software which supports the advocates tracking system. This system is used by all Victim Advocates and the Resource Specialist

Annual Cellular Service

Funds are budget to support the cellular data costs associated with the Elder Victim Advocate's cell phone and computer data service. The City maintains a group contract for all telecommunication needs. Therefore, funding is required for up to 1 year of monthly reimbursement for these costs.

Victim Advocates- Microsoft Visio

The Victim Advocates will receive a license for Microsoft Visio, a technical-writing and performance measurement software that would allow him/her to better compile reports on the Advocates' outputs and to monitor the volunteer program.

Children Publication

Funds are budgeted for the purchase children books to distribute among children who have been exposed to violence. This reinforces a sense of normalcy and security, and connects with them, all of which are important to recovery from a traumatic experience.

Victim Advocate Hand free Bluetooth Car Speaker (6 count)

Funds are budgeted to purchase 6 hand free Bluetooth car speakers to outfit the Family Violence Unit (FVU). As the unit grows, the advocates spend a great deal of time in their vehicles going to a scene. The car speaker will allow them to receive emergency calls from their supervisors with directions to a scene or visitation at hospital while in the car.

Corporate Membership 1-YearAmerican Society on Aging

An annual membership would be purchased for the City of Charleston Police Department to gain access to webinars, member-only resources and discounted conference registration.

Corporate Membership 1-Year National Aging in Place Council

An annual membership would be purchased for the City of Charleston Police Department to gain access to webinars, member-only resources and discounted conference registration. The S.C. Chapter consolidates all the elder care services providers in the area and is a useful platform for resource coordination and service promotions.

Registration for Aging in Place Conference

Funds are budgeted to register the Elder Advocate and the Resource Specialist 2019 conference. The purpose of attending this conference is to support staff development and to build their knowledge and understanding on victimization of the elderly, trends and best practices.

Registration for S.C. Victims' Rights Week

Funds are budgeted to register the Elder Advocate and the Resource Specialist 2019 conference. The purpose of attending this conference is to support staff development and to build their knowledge and understanding on victimization, trends and best practices.

Registration for South Carolina Law Enforcement Victim Advocate

Funds are budgeted to register the Elder Advocate and the Resource Specialist 2019 conference. The purpose of attending this conference is to support staff development and to build their knowledge and understanding on victimization, trends and best practices.

Registration for National Organization for Victim Assistance Conference

Funds are budgeted to register the Elder Advocate and Resource Coordinator 2019 conference. The purpose of attending this conference is to support staff development and to build their knowledge and understanding on victimization trends and best practices.

Page 5

BUDGET NARRATIVE (Continued)

GRANT NO. [ ]

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit ($500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Accounting - Grants, D1
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning [January 1, 2018] Ending [December 31, 2018]

2. Audit will be submitted to Accounting - Grants by: [September 30, 2019]
(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, **no later than the ninth month after the end of the audit period.**

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite **specifically** that the audit was done in accordance with OMB Circular A-128 or OMB A-133 or in compliance with generally accepted accounting principles in accordance with the Government Auditing Standards, whichever is applicable.

Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

PROGRAM NARRATIVE

1. ORGANIZATION DESCRIPTION: Describe your organizational activities. A copy of your organizational chart, organizational structure, agency/program brochure, relevant job descriptions, etc. must be submitted. All organizations must justify and document how they currently/or plan to provide effective services to victims. For an existing program, describe your past success with victims. If your organization is new, provide information that your organization is structured and well organized in both fiscal and programmatic areas.

TYPE OF IMPLEMENTING AGENCY: Criminal Justice - Government -- Law Enforcement

County/Counties Implementing Agency Serves: Charleston & Berkeley Counties

County/Counties this Project will Serve: Charleston & Berkeley Counties

City of Charleston Police Department-Family Violence Unit

The CPD is the municipal law enforcement agency in the state of South Carolina. It is allocated 419 sworn officers and 103 civilians. In a holistic approach to respond to the growing number of domestic violence calls, the City of Charleston Police Department established its Family Violence Unit in 2013 [See Attached: Organizational Chart]. The mission of the Family Violence Unit is to investigate missing persons, to prosecute cases of domestic violence, child abuse, elder/vulnerable adult abuse, and sexual assault; as well as provide services for victims of these crimes. The unit is now composed of, (1) Sergeant, (6) Investigators, (4) Victim's Advocates, (1) Resource Specialist and (1) Mental Health Counselor. This team works together to gather criminal information, assist victims through the legal process, as well as make victim referrals to other community agencies and service providers.

According to the CPD's policy guide, "Responding to Family Violence," [See Attached: Field Guide] the Victim Advocates provide a number of services that support a victim of crime through the entirety of their justice system experience [See Attached: Victim Advocate-Position Description].

Victim Advocate duties include:

1. Responding to all requested on-call situations.
2. Reviewing all reports and CDV supplemental reports to identify victims that need to be visited. In particular, this proactive approach has increased the number of victim support opportunities.
3. Interviewing individuals in reference to the incident to evaluate what resources are needed.
4. Contacting supporting family members and service agencies for service referrals and support.
5. Providing one-on-one assistance in filing forms, e.g. Order of Protection and Restraining Order petition.
6. Accompanying the victim to court.
7. Working directly with the criminal investigator where required.
8. Maintaining case records on victimization history, services provided, demographics, etc.
9. Notifying victims and witnesses about the jail status of offenders through the VINE Network
10. Utilizing the South Carolina Victim Assistance Network Emergency Funds to relocate victims and immediate family members to other jurisdictions.

PROGRAM NARRATIVE

II. INTERAGENCY COORDINATION: Outline exactly how your agency promotes interagency coordination in public or private efforts to aid victims of crime. Document your involvement in victims of crime organizations, task forces, coordinating groups, etc. Also, define any procedures your organization has implemented or plans to assist victims seeking assistance through the victim's compensation fund and other related organizations or victim services. If your project is funded, you will be required to submit a Memorandum of Agreement. This document must be customized for your region and signed by all agencies listed on this page.

The Victim Advocates promote interagency coordination with public and private groups by providing referrals and information to help the victims of violent crimes.

FVU advocates connect victims with SOVA funds and other sources of assistance to support medical, burial, and other expenses. The advocates conduct a needs assessment and help in completing the application process. For victims who do not qualify for SOVA funding, the advocates will partner with local organizations to insure their needs are met.

The Victim Advocates coordinate services and resource with the following service providers and crime organizations:

- Ninth Circuit Solicitor's Office
- Origins SC
- Department of Veteran Affairs
- Charleston-Dorchester Mental Health
- Charleston County Sheriff's Office
- M.U.S.C National Crime Victim Center

The Victim Advocates are also involved with several victim assistance task forces. These task forces include:

City of Charleston Mayor's Office on Aging's Coordinated Community Response Group (CCR)
Charleston County Magistrate Elder Court Stakeholders Meetings
County Justice Coordinating Council (MacArthur Foundation Justice Challenge)
Tri-County Elder Emergency Housing Feasibility Study
Tri-County Victim Council
Sexual Assault Response Team (SART) with the Medical University of South Carolina

PROGRAM NARRATIVE

III. VOLUNTEER COORDINATION: Outline your volunteer program, including any activities and illustrations on how the volunteer program is organized and coordinated. List the number of volunteers and how the volunteers are trained, including future plans. Attach any policies for volunteers at the end of this proposal. Even if volunteer hours are not being used as match, documentation of volunteer hours is required under the VOCA guidelines.

Indicate the number of active volunteers who will participate with this project. 1

The FVU receives 2 Bachelors in Social Work students as volunteers each academic year from its partnership with Limestone College and the University of South Carolina. For FY 2018, the FVU will receive a Master in Social Work volunteer/intern for a full academic year. More generally, every volunteer/intern shadows advocates, assists in conducting assessments on a variety of victims, and educate family members in identifying various signs of victimization.

PROGRAM NARRATIVE

IV. PROBLEM DEFINITION: Describe the problem exactly as it exists in your particular community. The problem definition identifies the nature and magnitude of the specific problem that you wish to address through the proposed program. In addition, analyze the causes of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Document any statements with valid, updated statistical data, outlining the source/date of your information. A needs assessment for victims of crime in your local area is recommended.

Introduction:
There are three general concerns that the City of Charleston Police Department (CPD) faces in the coming years. First, the number of special victims requesting additional casework and advocacy are projected to increase. Secondly, federal reporting requirements and local accountability measures require more sophisticated program administration. In sum, the CPD is attempting to leverage support to maintain enhanced advocacy services and accountability.

Issue #1: Increased Advocacy Casework

In 2017, the City of Charleston (in partnership with 3 local organizations), accepted an OVW End Abuse in Later Life grant award. In addition to training law enforcement, judges, and prosecutors, the grant includes a heavily cross-training and public outreach component. Due to increased awareness among officials and the public, the Victim Advocates expect to see an increase of elder victims that need additional casework. Charleston's population is booming and, advocates are managing more and more cases. From 2015-2017, the victimization count increase by 191 victims, or 11.89% (See Attachment: 2015-2017 Victim Data). They do this while attending support groups, on-scene calls, speaking engagements, etc. For efficiency, the Advocates have divided themselves according to Elder, Child, Hispanic, and General victim cases. The CPD wishes to maintain these specializations in the FVU.

The CPD crime database (RMS) tracks victims of crime that range from embezzlement to aggravated assault [See Attached: Elder Crime Victimization 2015-2017]. The Charleston Police Department recorded a total of 2,110 (primary) victims of crime age 50 and older in 2017. This total reflects an increase of 13.00% since 2016 [1]. However, not every victim incident count results in a victim advocacy case. Since the Victim Advocates review crime reports and proactively approach victims, they consistently have a full queue of clients in need. This practice results in quality follow-through for case proceedings and busy advocates however; it limits the advocate's availability to administer support for the smaller populations of senior victims.

The presence of the Elder Advocate has been a tremendous advantage. In 2017, the Elder Victim Advocate provided direct services to more than 198 victims over 50, which were predominantly victims of violent crime. The Elder Advocate will continue to manage these cases and eventually increase this count.

Issue #2: Increased Reporting & Accountability

Grant reporting requirements, Citywide and departmental performance reporting, and a persistent drive to better serve victims all mean that the Family Violence Unit must increase its administrative capacity. Growing the volunteer program, discussing service gaps with area nonprofits, updating MOU's, administering needs assessments, and building reports are all very import functions that take the Victim Advocates away from their casework. The number of nonprofit services, interested volunteers, and donations in the Charleston area has increased. Additional programmatic support is needed. With grant assistance, the CPD would maintain the Resource Specialist to manage interagency relationships, reports, and programs.

Secondly, the Mayor's Office on Aging is leading an OVW-funded End Abuse in Later Life project. The project includes the aforementioned training, an OVW-designed needs assessment, and a Community Coordinated Response (CCR) group. The Elder Advocate and Resource Specialist are critical stakeholders in the CCR meetings. So maintaining these positions will also maintain the knowledge and strategies developed in the previous grant year.

Conclusion:
In conclusion, the CPD's Victim Advocates face a variety of concerns that, if mitigated, would enhance services to victims of crime. Maintaining the Resource Specialist and maintaining the current software would support the increased programmatic and reporting demands of the unit and allow the Advocates to focus more on their cases. Maintaining the Elder Advocate would provide FVU the capacity for more direct casework. An opportunity for these employees attend training which would be an exciting professional development opportunity that could be tailored to their specialties. It is for these reasons and more that CPD respectfully requests continual funding of this proposal.

[1] City of Charleston Police Department. "Victimization Data: 2015-2017." Data File
[2] City of Charleston Police Department. "Victim Count Age 50+ by Victimization: 2015-2017." Data file.

PROGRAM NARRATIVE

V. VOCA GRANT STATISTICS:

A. THESE VOCA FUNDS WILL BE USED TO:

- ☐ Expand Services into a new geographic area
- ☐ Offer new types of services
- ☐ Serve additional victim populations
- ☑ Continue existing services to crime victims
- ☐ Other

Other:(Specify)

B. CHECK THE SERVICES TO BE PROVIDED BY THIS VOCA-FUNDED PROJECT:

- ☐ Crisis Counseling
- ☐ Information and Referral
- ☐ Follow-up Contact
- ☑ Criminal Justice Support/Advocacy
- ☐ Therapy
- ☐ Emergency Financial Assistance
- ☐ Group Treatment
- ☐ Emergency Legal Advocacy
- ☐ Crisis Hotline
- ☐ Assistance in Filing Compensation Claims
- ☐ Shelter/Safe House
- ☐ Personal Advocacy
- ☐ Other:(Specify)

PROGRAM AREA: Check the program area under which your organization is applying for funds.

PLEASE CHECK ONLY THE ONE THAT BEST DESCRIBES THIS GRANT'S PURPOSE.

- ☐ Sexual Assault
- ☐ Domestic Violence
- ☐ Child Victims
- ☑ Previously Underserved Victims of Violent Crime
- ☐ Other Violent and Serious Crime/Comprehensive Multiple Services

D. IDENTIFY THE VICTIMS TO BE SERVED BY THE TYPE OF VICTIMIZATION THROUGH THIS VOCA FUNDED PROJECT.

- ☑ Child Victims of Physical Abuse
- ☑ Child Victims of Sexual Abuse
- ☐ Victims of DUI/DWI
- ☑ Victims of Domestic Violence
- ☑ Adult Victims of Sexual Assault
- ☐ Adult Survivors of Incest or Child Sexual Abuse
- ☑ Survivors of Homicide Victims
- ☑ Other Victims of Crime (Identify):

Elder Victims of Crime

E. Identify the counties this project will serve: Charleston & Berkeley Counties

F. Projected number of victims this project will serve: Approximately 400 Primary & Secondary vic

PROGRAM NARRATIVE

VI. PROJECT DESCRIPTION: The purpose of this section is to describe the broad goals of your program. In addition, describe a specific plan for conducting the program and a rationale for the tasks and activites to be employed to address the problem outlined in Section IV. Please outline in detail your overall program so that it is very clear to the reader what you plan to do. This documentation should include all activities from the time you initiate identifying the client to the job descriptions of all positions being funded by VOCA.

Broad Goals:

The primary purpose of this program is to improve the administration of the growing victim advocacy program at the Charleston Police Department (CPD) through (specialized) staffing, to improve coordination of referrals, information, awareness programs, policy development and victim transportation.

A secondary purpose is to take a proactive stance in staff development to minimize the impact of victimization by training the Resource Coordinator and Elder Victim Advocate on a local,state and national conference.

Long term, the CPD hopes to develop a unit similar to that of the Family Justice Center in Salt Lake City, Utah. With state support, these efforts should improve the administration and services of CPD's Family Violence Unit.

Plan of Action:

The following tasks and activities will be employed to enhance CPD Victim Advocate Services.

1. To increase their knowledge and skills, the Resource Specialist and Elder Advocate will attend specialized training. The Project Director is particularly interested in their attendance at the 2018 National Organization for Victim Assistance (NOVA) conference. The location of the conference is yet unknown. However, the conference is large enough that the staff members will be able to break out to sessions related to their responsibilities at the Family Violence Unit.

2. The grant-funded Resource Specialist will spend 100% of their time on Victim Advocacy resource coordination and administration. This includes managing and growing the volunteer program, managing donations, maintaining partnerships with referral organizations, and improving the records management and reporting of the Family Violence Unit. The Grants Coordinator and Resource Specialist would manage the purchase of the supplies and software. Due to the growing size of the Family Violence Unit (6 investigators, 4 advocates, 1 intern, 1 clinician, 1 resource coordinator), the volume of calls outside of the unit, either to the hospital , home visits or at the scene the unit would be mitigated with 2 additional laptops.

3. The Resource Specialist and Grants Coordinator will continue to manage the purchase and renewal of the corporate memberships. The Elder Advocate and Resource Specialist select the webinars for the unit to view and will be tasked with researching best practices for the Mayor's Office on Aging's Abuse in Later Life Coordinate Community Response (CCR) group.

PROGRAM NARRATIVE

VII. PROJECT OBJECTIVES: Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the problem(s) outlined in Section IV. They should describe who would do what. PLEASE DO NOT LIST ANY TASKS. There should be no more than five (5) objectives and indicators.

Objective 1: Maintain Family Violence Unit personnel capacity with the Resource Specialist and Elder Advocate.

Objective 2: Improve the knowledge and understanding of Resource Specialist and Elder Advocate through training.

Objective 3: Improve victim assistance coordination with community partners, particularly to elder victims.

VIII. PERFORMANCE INDICATORS: Based upon your measurable objectives, state exactly how each objective will be measured. Performance Indicators should be matched to your specific objectives, in a one to one ratio. Performance Indicators are activities that evaluate and document your programs as to whether each activity was successful.

Indicator 1.1.: Maintain salaried positions of the Resource Specialist and Elder Advocate.

Indicator 1.2: Increased number of elder victims reached and served by the FVU, as compared to the victim count recorded in Record Management System (RMS).

Indicator 2.1: Number of personnel attending national conference on victim advocacy and support.

Indicator 3.1: Continued participation in the City's Abuse in Later Life Coordinated Community Response (CCR) group, among others.

Indicator 3.2: A more flexible and robust data reporting and referral system initiated.

PROGRAM NARRATIVE

IX. PROJECT ASSESSMENT AND EVALUATION: In addition to performance indicators, describe any planned methods or measurement tools that will be used to demonstrate how project activities were successful. Please note that **VOCA funds may not be used** to perform any needs assessments, surveys, evaluations, and/or studies. For the purpose of this section, agency resources must be used for gathering and compiling this information.

In addition to the aforementioned indicators, the Project Director (Victim Advocate Coordinator) will evaluate the project based on the quality of documentation, data, victim, and partner feedback. The success of the CPD's victim services will also be determined by the number of direct services and the quality-of-coordination that they have with ongoing initiatives.

X. PROJECT CONTINUATION: Do you feel that this project will be self-sufficient if federal assistance is no longer available? If no, please explain. Private non-profit agencies: 1) Are you receiving funds from City/County Council? If yes, how much will go toward the continuation of this project? If no, provide extensive, valid documentation that the project cannot be continued with other funding sources (other than these grant funds).

The knowledge, documentation, reports and recommendations produced by the Elder Advocate and Resource Specialist would have a lasting impact on a) the quality of life for the victim of crime and; b) CPD institutional knowledge regarding elder care and gaps in service.

Nevertheless, if federal assistance is not available for continuation, CPD will find it difficult to maintain the quality work that these individuals insure. In addition to what it could leverage in grant funding, the City Council had authorized the purchase of riot gear and body cameras to comply with new mandates. These recent equipment and overtime expenses compete with personnel expenses and opportunities for training, equipment, and growth. With grant support, the CPD could continue to develop its victim advocacy program services.

PROGRAM NARRATIVE

XI. SOURCES OF INCOME: List the total income your agency received in the previous fiscal year and is receiving or is expecting to receive in the current fiscal year. Complete ALL the information requested below, showing total budget, including but NOT limited to victim assistance funding. You must demonstrate that at least 25% of your agency's financial support comes from non-federal sources.

SOURCE OF FUNDS (e.g., DHEC, DSS)	TYPE OF FUNDS (e.g., local, state, federal VOCA, VAWA, SVAP, Act 141 funds)	TYPE OF PROGRAM ACTIVITIES (e.g., child abuse, domestic violence)	AMOUNT OF FUNDS PREVIOUS FISCAL YEAR	AMOUNT OF FUNDS CURRENT FISCAL YEAR
See Attached Detail			$0	$0
	TOTAL:		$0	$0

List any proposals or grant requests that you have submitted to any other agency that you anticipate receiving and that are not outlined above.

SCEMD-2016 HMGP	Federal	Flood Detection & Alert	$0	$149,196
SCDPS-2017 JAG	Federal	Forensic Services Supp	$0	$32,557
SCDPS-2019 Highway	Federal	Speeding Enforcement	$0	$155,746
	TOTAL:		$0	$337,499

IMPLEMENTATION SCHEDULE

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Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				
		1 Qtr	2 Qtr	3 Qtr	4 Qtr	1 Qtr	2 Qtr	3 Qtr	4 Qtr	Date

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

1. **Availability of Federal Funds**: This grant award is contingent upon availability of federal funds approved by Congress.

2. **Applicable Federal Regulations**: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. **Allowable Costs**: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.

4. **Audit Requirements**: The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding of accounting services is not allowed.**

5. **Equal Employment Opportunity**: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of The EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60.
The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

6. **Conflict Of Interest**: Personnel and other officials connected with this grant shall adhere to the requirements given below:

a. **Advice**: No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

b. **Appearance:** In the use of these grant funds, officials or employees of state or local units of government and nongovernmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

1) Using his or her official position for private gain;
2) Giving preferential treatment to any person;
3) Losing complete independence or impartiality;
4) Making an official decision outside official channels; or
5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. **Bonding**: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. **Non-Supplanting Agreement**: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled.

9. **Project Implementation**: The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

10. **Written Approval of Changes**: Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Budget Revision Requirements: There will be no limit on the amount that can be expended for any one line item so as long as the total expended for the budget category does not exceed the total budgeted for the category by more than 10% and if the quantity of personnel or equipment does not change.
A budget revision will not be required unless:
a) The expanded amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%. The major budget categories are: Personnel, Consultant Services, Travel, Renovation/Construction, Equipment and Other.
b) The quantity of Personnel or Equipment changes.
c) An item to be purchased is not listed in the grant budget.

11. **Contract Approval Requirements**: The Subgrantee must receive approval of all contract agreements for services and products from the SFA **prior to execution.** The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file six months progress and quarterly reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. **Individual Consultants**: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of $450.00 per day.

13. **Dual Employment Compensation**: Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. **Sole Source Procurement**: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the SFA.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

15. **Bidding Requirements**: The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

Purchases $2,500.00 and less: Purchases not exceeding $2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than $2,500 will be evaluated by SCDPS Programmatic staff at the time of grant budget approval, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

Purchases from $2,500.01 to $10,000: On any item, including those bid in the aggregate, whose total cost is between $2,500.01 and $10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources.

Please refer to the Administrative Procurement Procedures at http://www.scdps.gov/ohsjp/oag.asp/ for further information.

16. **Personnel and Travel Costs:** Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. Travel costs: If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.

17. **Rental Cost**: The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds $10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. **Obligation of Grant Funds**: Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. **Utilization and Payment of Grant Funds**: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. **Recording and Documentation of Receipts and Expenditures**: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

21. **Financial Responsibility**: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial
and Administrative Guide for Grants."

a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.

b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.

c) The accounting system should provide accurate and current financial reporting information.

d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

e) Co-mingling of Funds: The accounting system must ensure that agency funds are not co-mingled with funds from other federal agencies. Each award must be accounted for separately. Subgrantees are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one grant may not be used to support another.

22. **Reports**: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. **Program Income**: All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. **Retention of Records**: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. **Property Control**: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

a. Title: Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

26. **Performance**: This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. **Deobligation of Grant Funds**: All grants must be deobligated within forty-five(45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. **Project Evaluation Report:** Any formal evaluation report must be received by the SFA not later than 45 days after the end of the reporting period.

29. **Copyright**: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

a. the copyright in any work developed under this grant or through a contract under this grant; and,

b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. **Cash Depositories**: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. **Furniture Purchase Requirements** (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. **Americans with Disabilities Act of 1990 (ADA)**: The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

33. **Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped)**: All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. **Utilization of Minority Businesses**: Subgrantees are encouraged to utilized qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. **Confidential Information**: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. **Political Activity**: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. **Debarment Certification**: The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is $25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. **Drug-Free Workplace Certification**: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification** by all **subgrantees receiving $50,000 or more**. The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. **Disclosure of Federal Participation**: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of $500,000 or more.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

40. **Publications**: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant # (Please contact Program Coordinator for Number), awarded by the Office of Juvenile Justice and Delinquency Prevention, U.S. department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. A point of view or opinions contained within this document are those of the author and does not necessarily represent the official position or policies of the U.S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. **Closed-Captioning of Public Service Announcements**: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. **Non-Profit Organization Special Requirement**: In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to $250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the $250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. **Victims' Compensation Benefits**: All victims served under VOCA, VAWA or SVAP funded programs must be referred, when appropriate, for Victim's Compensation benefits. VOCA, VAWA or SVAP funds should pay for medical and counseling services only when those services are not payable under Victim's Compensation guidelines and are specifically identified within the grant.

44. **Direct Service Cost**: Only costs which are related to the provision of direct services to crime victims are allowable under VOCA, VAWA or SVAP. Community crime prevention, and legislative advocacy are examples of activities not eligible for VOCA, VAWA or SVAP funding support. (Indirect Cost is strongly discouraged.)

45. **Training**: An eligible subgrantee of crime victim assistance grant funds may only include as a budget item the reasonable cost of staff development for those persons (salaried and volunteer staff) who provide direct services to crime victims. Also included as an allowable cost are the necessary and reasonable travel expenses related to the participation of direct service staff in eligible training programs. Such costs are, however, permitted only within the state or a comparable geographic region. Approval is provided on a case by case basis, requiring prior written approval from the SFA. All SVAP grant funded personnel must attend a minimum of one (1) training directly related to Violence Against Women issues during the grant period. All conferences/trainings must receive prior written approval from the SVAP Program Coordinator. A written summary of the trainings attended must be submitted within one month from the date of the training.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

46. **Eligibility Requirements**: The subgrantee must demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of the subgrantee's services by the community, a history of providing direct services in a cost-effective manner, and have substantial financial support from non-federal sources. In order to ensure financial stability. In order to be eligible to receive VAWA funds, the subgrantee must be able to document that at least 25% of its financial support comes from non-federal sources.

47. **Fiscal Regulations**: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

48. **Compliance Agreement**: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

49. **Suspension or Termination of Funding**: The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.
b. Failure to adhere to the requirements, standard conditions, or special conditions.
c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
d. Failure to submit reports.
e. Filing a false certification in this application or other reports or documents.
f. Other good cause shown.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over $100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES **RECEIVING $50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented
under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) --**APPLICABLE TO GRANTEES RECEIVING $50,000 OR MORE.**

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

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VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO.

CERTIFICATION BY PROJECT DIRECTOR *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix: Mrs.

First Name: Catrice

Middle Name:

Last Name: Smalls

Suffix:

Title: Victim Advocate Coordinator

Agency: Charleston Police Department

Mailing Address 180 Lockwood Blvd

City: Charleston

State: South Carolina

10 Digit Zip: 29403

Phone Number: 843-720-2425

Fax Number: 843-579-7518

E-Mail Address: smallsc@charleston-c.gov

Signature:

Bonded: **Yes**

CERTIFICATION BY FINANCIAL OFFICER *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

(Please use the distinct name fields below) Name:

Prefix: Mrs.

First Name: Amy

Middle Name: K.

Last Name: Wharton

Suffix:

Title: Chief Financial Officer

Agency: City of Charleston

Mailing Address 116 Meeting St

City: Charleston

State:	South Carolina
10 Digit Zip:	29401-2901
Phone Number:	843-579-7596
Fax Number:	843-720-3901
E-Mail Address:	whartona@charleston-sc.gov
Signature:	
Bonded:	**Yes**

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VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

GRANT NO.

CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *

I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.

The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.

(Please use the distinct name fields below) Name:	John
Prefix:	The Honorable
First Name:	John
Middle Name:	J.
Last Name:	Tecklenburg
Suffix:	
Title:	Mayor
Agency:	City of Charleston
Mailing Address	80 Broad Street
City:	Charleston
State:	South Carolina
10 Digit Zip:	29401-2901
Phone Number:	843-724-3739
Fax Number:	843-720-3827
E-Mail Address:	tecklenburgj@charleston-sc.gov
Signature:	

Bonded: **Yes**

* **NOTE**: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.

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VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CHECK LIST

THE FOLLOWING IS A CHECKLIST FOR THE ORGANIZATION SUBMITTING THE PROPOSAL.

- ☐ Proposal addresses priority areas as established by guidelines.
- ☐ Documentation is included that existing program provides effective services and has adequate financial support.
- ☐ Documentation is included that project utilizes volunteers, and states approximate number of volunteers currently working.
- ☐ Documentation clearly outlines significant involvement in coordinating services with all other applicable victim organizations.
- ☐ Documentation is included that illustrates the organization assists victims in seeking victim compensation benefits.
- ☐ All appropriate signatures for the proposal have been obtained. Each of the three different official people have listed three different addresses and emails.
- ☐ **Proposal is received by 5:00 pm by due date.**
- ☐ Proposal outlines that an evaluation of victims' needs in a particular community has been or will be conducted.
- ☐ Letter from Board Chairman is included, if private non-profit.
- ☐ Organizational Chart is included.
- ☐ IRS written certification is included.
- ☐ Terms and Conditions pages have been read.
- ☐ Objectives state who, will do what, by when and also state the approximate number of victims and/or trainees who will receive services through this project.
- ☐ Statements made in "Problem Definition" section are documented with current, valid, statistical data, outlining the source/date of the information provided.
- ☐ "Source of Income" page is complete with all requested information, showing total agency income and budget, including, but not limited to, victim assistance funding.
- ☐ Job description(s) for staff/volunteer(s) who will be funded by this project, or a job description of the person using the equipment purchased by this project (if this is an equipment-only grant), is included in the proposal.
- ☐ Continuation Proposal contains documentation that efforts have been made to obtain permanent funding.

REQUEST FOR GRANT EXTENSION AND/OR REVISION

Date:

SUBGRANTEE : Charleston Police Department

GRANT TITLE : Charleston Police Department: Family Violence Unit

Type of Request:

☐ Programmatic Revision

☐ Budget Revision:

☐ 1. REQUEST FOR EXTENSION

Last Approved Grant Period:	Begin Date:	End Date:
Proposed Grant Period:	Begin Date:	End Date:

Section 1a.

JUSTIFICATION FOR PROPOSED EXTENSION:

☐ 2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION

Specific Area(s) to be revised	Current Approved Federal Amount	Requested Amount	Difference (+) (-)
Personnel	$0	$0	$0
Contractual Services	$0	$0	$0
Travel	$0	$0	$0
Equipment	$0	$0	$0
Other	$0	$0	$0
Total	$0	$0	$0

JUSTIFICATION FOR THE REQUESTED REVISION:

PAGE NUMBER(S) OF REVISED GRANT PAGES:

3. SUBGRANTEE GRANT OFFICIAL:

Print Name:

Signature: (Signature not required for Electronic Submissions)

FOR STATE FUNDING AGENCY ONLY:

Senior Accountant

Date

Initial

Program Coordinator

Date

Initial

Availability of Funds:

Date

Initial

Comments:

5.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Scott Watson **DEPT.** Executive

SUBJECT: OFFICE OF CULTURAL AFFAIRS – SC DEPARTMENT OF PARKS, RECREATION & TOURISM (SCPRT)

REQUEST: To Apply for $6,000 from the South Carolina Department of Parks, Recreation & Tourism for tourism advertising funding, to support the 2018 MOJA Arts Festival.

COMMITTEE OF COUNCIL: W&M **DATE:** March 26, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	X			X
Cap. Proj. Cmte. Chair				
Office of Cultural Affairs	X			
Grants Manager	X		Therese Ann Carter	

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt C, Deputy CFO

FISCAL IMPACT:

A 2:1 City match is required. Matching funds will come from corporate sponsorships and paid admissions.

Mayor's Signature: John J. Tecklenburg, Mayor

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

2018-2019 SCPRT Tourism Advertising Grant Application Cover Sheet

Organization Name: City of Charleston Office of Cultural Affairs

Name of Project Director: Mayor John J. Tecklenburg

Mailing Address: 75 Calhoun Street, Suite 3800, Charleston, SC 29401

Telephone Number: (843) 724-7295 **Fax Number:** (843) 720-3967

Email address: rooneyg@charleston-sc.gov

Company Website: www.MOJAFestival.com

County: Charleston

Identify the category for which you are applying (Check one):

X Festival/Event ____Attraction ____Destination

Identify the amount you are financially prepared to match (Check one):

___One-to-One Category (50% match) (Cap for Festivals or Events is $3,000 / Cap for Attractions is $20,000 / Cap for Destinations is $45,000)

X Two-to-One Category (33% match) (Cap for Festivals or Events is $6,000 / Cap for Attractions is $40,000 / Cap for Destinations is $100,000)

Based on the match amount (and, therefore, the cap amount) you have selected: tell us how much grant funding support you are applying for.

My organization is applying for $ 6,000 in Tourism Advertising Grant Funds

Calculate the amount your organization must expend in qualified expenditures:

Requested amount: $_____/ .50 for a **one-to-one request** = a total required qualified spend of $_____.

-OR-

Requested amount: $ 6,000 / .33 for **a two-to-one request** = a total required qualified spend of $ 18,181.82 .

Example:

Requested amount: $15,000 / .50 for a **one-to-one request** = a total required qualified spend of $30,000.
Requested amount: $35,000 / .33 for **a two-to-one request** = a total required qualified spend of $106,060.

I hereby certify the information contained herein, and within any attachments, is true and accurate.

_____ 3/27/2018

Project Director Signature Date

South Carolina
Just right.
DiscoverSouthCarolina.com

THE CITY OF CHARLESTON OFFICE OF CULTURAL AFFAIRS
FY2019 SC DEPARTMENT OF PARKS, RECREATION & TOURISM
TOURISM ADVERTISEMENT GRANT NARRATIVE

1) **Describe your organization and its mission.**

Established in 1977, the City of Charleston Office of Cultural Affairs (OCA) plays a catalytic role in producing programs and cultural activities that celebrate creativity and diversity; stimulate economic activity and amplify Charleston's reputation as an international cultural destination. Major projects include the MOJA Arts Festival, Piccolo Spoleto Festival, Charleston Farmers Market, Holiday Magic in Historic Charleston, Free Verse Festival and Happy New Year Charleston. The OCA also compiles the Arts in Charleston Calendar, posted on www.charlestonarts.org, promoting concerts, exhibitions, plays and special events produced in Berkeley, Charleston and Dorchester Counties. In addition, the OCA manages the City Gallery which attracts tourists and art lovers with an annual program of six exhibitions on an admission-free basis, and administers the Lowcountry Quarterly Arts Grants Program in partnership with the South Carolina Arts Commission and the City of North Charleston Cultural Arts Department.

2) **What is your tourism advertising objective?**

Our tourism advertising objective is to promote Charleston as a tourist destination and draw people to the South Carolina Lowcountry, specifically to attend events in the 2018 MOJA Arts Festival, scheduled to run September 27 to October 7. Each year, nearly one-third of the Festival's 60,000 participants are visitors to the Charleston area. Grant funds will be used to help increase the overall number of Festival attendees and the percentage of attendees from outside of the Charleston area. As we provide a prominent destination event for tourists interested in African-American heritage and culture, these grant funds will help attract new festivalgoers. Additionally, our advertising strategy will involve advertising in media outlets with a broad reach across the Southeast, with a particular focus on markets within a drivable distance of 200-400 miles, reaching Georgia, Northern Florida, North Carolina and Eastern Alabama and Tennessee, creating a positive economic impact on the South Carolina economy by attracting overnight tourists from these areas.

Our office has successfully promoted our major events to attract tourists to come to Charleston and enjoy festival programs and cultural happenings. Reinforcing our advertising schedules, our programs have been featured in national publications such as Travel + Leisure Magazine, Conde Nast Traveler Magazine, The New York Times, The Los Angeles Times, USA Today, US Airways Magazine, The Seattle Times and more.

Founded by the City of Charleston Office of Cultural Affairs in 1979, the MOJA Arts Festival (created under the name of the Charleston Black Arts Festival) remains a vital community event with a regional and national profile celebrating African-American and Caribbean arts and culture in the South Carolina Lowcountry. This 11-day annual festival brings together 60,000 people with a comprehensive program of events and presentations featuring jazz, gospel, R&B, visual arts, classical music, theater, poetry, storytelling, children's activities, traditional crafts, and heritage events. MOJA's mission is built around the concept of building bridges of understanding and respect for the beauty of artistic and cultural expression among all people.

MOJA has been repeatedly selected as one of the Southeast Tourism Society's Top 20 events and is an annual highlight of the autumn cultural calendar drawing patrons from around the US.

3) **Identify your target audience(s), including geographic, demographic and other relevant criteria. Why is this your target audience(s)?**

As a major destination festival in the Southeast, we will utilize grant funds to attract tourists interested in African-American and Caribbean heritage and culture with the added appeal of Charleston and the South Carolina Lowcountry. According to a Google Analytics report of activity on www.MOJAfestival.com for last year's Festival, the homes of out-of-state visitors to the site included North Carolina, Georgia, Florida, Texas, New York, Virginia, Tennessee, District of Columbia and more. The radio, TV and digital advertising we purchase will focus on viewers and listeners in South Carolina (outside of the tri-county area), North Carolina, Florida and Georgia. We will focus on populations that would likely attend the Festival as a one-day (50+ miles away) or overnight (200-400 miles away) visit. Additionally, our email marketing has a national reach with over 35,000 subscribers for the MOJA Arts Festival.

With Charleston being in the heart of the Gullah Geechee Cultural Heritage Corridor, we are the beacon for this cultural and linguistic area that stretches from North Carolina to Northern Florida. With the development of the International African American Museum on Charleston Harbor, it's critical that we draw a regional and national audience of visitors interested in the South Carolina Lowcountry's heritage of African American history, identity and culture.

4) **What media outlets will you use to best reach this audience? Explain why the media you plan to use is the best way to reach your target audience(s).**

Our media plan will focus on outlets that will allow us to reach into areas beyond the tri-county area and into North Carolina, Florida and Georgia. As mentioned above, we plan to reach populations that could potentially make a trip to Charleston a one or two day affair. These media outlets include the Atlanta Journal-Constitution, the Charlotte Observer, the Greensboro News & Record (which has a reach throughout the Piedmont Triad of North Carolina) and the Florida Times-Union (which has a reach throughout Northeast Florida). Our proposed radio and television stations (see attached media grid) have a reach into parts of North Carolina and Georgia, as well as a reach into the Lowcountry, Midlands and Upstate areas of South Carolina. We will rely on editorial coverage to reach more distant markets and tourists traveling via air.

5) **When is your advertising running?**

Please see the attached spreadsheet with the media schedule grid.

6) **What metrics will you use to measure the effectiveness of your advertising?**

We will utilize Google Analytics for www.MOJAfestival.com, analytics in Constant Contact for our email newsletter subscriptions, ticketing system analytics for the Festival and print and online audience surveys (conducted during and after the Festival).

SCPRT
Tourism Advertising Grant (TAG)
FY 2018/2019 Media Flowchart

MEDIA	2018 JUL				AUG					SEPT				OCT					NOV				DEC				2019 JAN					FEB				MAR				APR					MAY				JUN				Net Cost
	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	25	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	#REF!
TELEVISION																																																				
CSC Live 5											400,000 Viewers																																									$4,000
CBD Live 2											280,000 Viewers																																									$3,700
CIV Live 4											300,000 Viewers																																									$3,700
PRINT																																																					
RADIO																																																					
mulus (107.3 & Z93 Jamz)												300,000 Reach																																								$1,000
g DM (101FM)												250,000 Reach																																								$900
EX Broadcasting (99.7)											305,000 Reach																																								$900
DIGITAL																																																					
anta Journal-Constitution											100,000 Impressions																																									$1,000
arlotte Observer											100,000 Impressions																																									$1,000
e Florida Times-Union											100,000 Impressions																																									$1,000
eensboro News & Record											100,000 Impressions																																									$1,000
SCPRT CO-OP PROGRAMS																																																					
Welcome Centers																																																					
Visitors Guide																																																					
eNewsletter																																																					
Digital																																																					
TV/Radio																																																					
OTHER STRATEGIES																																																					
																																																					$18,200

CPR COMMITTEE and/or COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor

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

SUBJECT: CPD FORENSIC LAB PROFESSIONAL SERVICES CONTRACT FEE AMENDMENT #1 WITH STUBBS MULDROW HERIN ARCHITECTS, INC.

REQUEST: Approval of Fee Amendment #1 to the Professional Services Contract with Stubbs Muldrow Herin Architects, Inc. in the amount of $362,059.00 for an adjustment to design fees to reflect the increase in project size from 11,000 square feet to 22,000 square feet. The total project budget remains unchanged. The contract date will be amended from September 27, 2016 to March 26, 2018.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 26, 2018

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

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

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **051448-48238**

Balance in Account **$362,059.00** Amount needed for this item **$362,059.00**

Project Number **CP1617**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: **Fee Amendment #1 will increase the Professional Services Contract with Stubbs Muldrow Herin Architects, Inc. from $450,250.00 to $812,309.00. The funding sources for this project are the 2015 Installment Purchase Revenue Bond ($7,392,186.00) and 2017 Installment Purchase Revenue Bond ($5,000,000.00).**

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

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

City of Charleston
Contract Amendment for Professional Services #01

Project: CP1617 - Police Department Forensic Services Building

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

A/E: Stubbs Muldrow Herin Architects, Inc.
400 Hibben Street, Suite #100
Mount Pleasant, SC 29464

Contract Date: September 27, 2016
Amendment Date: March 26, 2018

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

1. Description of the Contract Amendment:

   Adjustment to design fee to reflect the increase in the project size from 11,000 square feet to 22,000 square feet as depicted in Scheme A presented December 8, 2016 and the Facility Space Program 20 Year Needs Driven Program Draft 6, December 19, 2016.

2. Adjustments to the Contract Sum:

Original Contract Sum authorized by Council for Schematic Design through Construction Admin.	$ 450,250.00
Change by Previously Approved Contract Amendments.....	$ 0.00
Contract Sum prior to this Contract Amendment.....	$ 450,250.00
Amount of this contract Amendment, complete.....	$ 362,059.00
New Contract Sum, including this Contract Amendment	$ 812,309.00

ARCHITECT/ ENGINEER: _____ 3.7.18
(A/E's Stubbs Muldrow Herin Architects, Inc.) (Date)

OWNER: _____ _____
John Tecklenburg, Mayor (Date)

Amendment No. 1
Building Increase to 22,000 SF

March 5, 2018

Mr. Edmund Most, Deputy Director of Capital Projects
Department of Parks
823 Meeting Street
Charleston, SC 29403

Re: CP1617 Charleston Police Department Forensic Services Building
SMHa Comm. No. 1615.00

Dear Edmund:

In accordance with the AIA B101 Agreement dated September 27, 2016, we are requesting an adjustment to our fee to reflect the increase in the project size from 11,000 square feet to 22,000 square feet as depicted in Scheme A presented December 8, 2016 and the Facility Space Program 20 Year Needs Driven Program Draft 6, December 19, 2016.

Fee Summary Prior to Amendment:

Basic Services - Lump sum (Add)	$310,700.00
Additional Services - Lump sum (Add)	109,120.00
Reimbursable - Estimate (Add)	30,430.00
	$450,250.00

Proposed Amendment No. 1 Summary

Basic Services - Lump sum (Add)	$232,360.00
Additional Services - Lump sum (Add)	123,613.00
Reimbursable - Estimate (Add)	6,086.00
	$362,059.00

Fee Summary Including this Amendment:

Basic Services - Lump sum	$543,060.00
Additional Services - Lump sum	232,733.00
Reimbursable - Estimate	36,516.00
	$812,309.00

A breakdown of this fee by discipline is indicated on the following pages:

Proposed Amendment No. 1 by discipline:

1. Basic Services: Adjustments to lump sum by discipline shall as follows:

Architectural (Add)	$ 136,000.00
Civil and Landscape Architecture (Add)	10,038.00
Structural (Add)	14,960.00
Mechanical Plumbing Electrical and Fire Protection (Add)	70,400.00
Specifications (Add)	962.00
Total Basic Compensation (Add)	$ 232,360.00

2. Additional Services: Adjustments to lump sum by discipline shall as follows:

Lab Design Consultant (Add)	$ 86,488.00
Detailed Cost Estimate (Add)	$ 3,685.00
Electrical Low Voltage Design (Add)	$ 33,440.00
Total Additional Services Compensation	$ 123,613.00

3. Reimbursanble Expenses: Adjustments are estimated as follows:

Reimbursable Expenses (Add)	$ 6,086.00

Fee Summary Including this Amendment by discipline:

1. Basic Services: Adjustments to lump sum by discipline shall as follows:

Architectural	$ 296,000.00
Civil and Landscape Architecture	50,188.00
Structural	33,660.00
Mechanical Plumbing Electrical and Fire Protection	158,400.00
Specifications	4,812.00
Total Basic Compensation	$ 543,060.00

2. Additional Services: Adjustments to lump sum by discipline shall as follows:

Lab Design Consultant	$ 188,238.00
Detailed Cost Estimate	$ 11,055.00
Electrical Low Voltage Design	$ 33,440.00
Total Additional Services Compensation	$232,733.00

3. Reimbursanble Expenses: Adjustments are estimated as follows:

Reimbursable Expenses (Add)	$ 36,516.00

Please do not hesitate to call if you have any questions or concerns regarding this amendment.

Respectfully submitted,
Stubbs Muldrow Herin architects, inc.

Samuel B. Herin, AIA

Contract Amendment #01 Fee Detail
CP-1617 - Police Department Forensics Services Building

City of Charleston

Stubbs Muldrow Herin architects, inc.
March 5, 2018

1. Fee detail below represents the sum of the original agreement plus Amendment No. 1. This document effectively replaces Exhbit A in the in the AIA B101 Agreement dated September 27th, 2016

2. Scope: An 22,000 square foot forensices labratory located on an City owned, approximately 3 acre site, on Bees Ferry Road. The City's construction budget is approximately $9,100,000.

1. Basic Services - Lump Sum

Basic Architectural		fee by phase
Architectural PG	2.00%	5,920
Architectural SD	12.00%	35,520
Architectural DD	21.00%	62,160
Architectural CD	35.00%	103,600
Architectural BA	5.00%	14,800
Architectural CA	25.00%	74,000
Net Arch	100.00%	296,000
Basic Consultant	net	
Civil and LA (ADC)	45,625.00	50,188
Structural (ADC0	30,600.00	33,660
MPE Fp (DWG)	144,000.00	158,400
Specifications (Fair)	4,375.00	4,813
Basic Consultant Subtotal	224,600.00	247,060
Basic Total	$	**543,060**

2. Additional Services - Lump Sum

Consultants		net		
Lab Design Consultant	MWL	[illegible]		188,238
Detailed Cost Estimate	ACC	[illegible]		11,055
Low Voltage Design	DWG	[illegible]		33,440
Additional Consultant Subtotal				232,733
Additional Total			$	**232,733**

3. Reimbursables - Estimate

Architectural Reimbursables				9,406
Consultant Reimbursables		[illegible]		
Civil and LA (ADC)	ADC	[illegible]		3,300
Structural (ADC)	ADC			-
MPE (DWG)	DWG	[illegible]		550
Lab Planning (MWL)	MWL	[illegible]		18,480
Travel Option - Exhibit D	SMHa/MWL			4,780
Reimbursable Total			$	**36,516**

4. Fee Summary - Lump Sum

Basic + Additional Services		775,793
Reimbursbale estimate		36,516
Total of Fee + Reimbursable Estimate	$	**812,309**

7.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

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

SUBJECT: 2018 TENNIS & BASKETBALL COURT RESURFACING CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with McGrath Industries dba Talbot Tennis in the amount of $177,046.00 to rebuild the basketball court at Deming Park including new fencing and goals, resurface 2 basketball and 2 tennis courts at Forest Park Playground and resurface 6 tennis courts at Charleston Tennis Center. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 26, 2018

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

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

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **520000-52445**

Balance in Account **$177,046.00** Amount needed for this item **$177,046.00**

Project Number **CP1804**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharm

FISCAL IMPACT: **The Construction Contract will obligate $177,046.00 of the $196,800.00 project budget. The funding source for this work is the Capital Projects-Structural Repairs ($196,800.00). Approval of this action will also include a transfer of $19,909.00 from the Grounds Maintenance – Professional and Contracted Services line item to help cover the cost of this project.**

Mayor's Signature: John J. Tecklenburg, Mayor

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

2018 Tennis / Basketball Courts Improvements

CP1804		Approved Budget	Expenses to DATE	Encumbrances	Remaining Budget	NOTES
DESIGN / ENGINEERING						
520000-52236	Advertising	$500.00	$0.00	$0.00	$500.00	P&C / Chronicle
520000-52445	Materials Testing	$1,550.00	$0.00	$0.00	$1,550.00	Soil Consultants - P152111
	TOTAL D/E COSTS	$2,050.00	$0.00	$0.00	$2,050.00	
CONSTRUCTION						
520000-52445	Construction Contract	$177,046.00	$0.00	$177,046.00	$0.00	McGrath Industries
	TOTAL CONSTRUCTION COSTS	$177,046.00	$0.00	$177,046.00	$0.00	
520000-52445	Contingency	$17,704.00	$0.00	$0.00	$0.00	
TOTAL PROJECT COSTS		$196,800.00	$0.00	$177,046.00	$2,050.00	

FUNDING SOURCES

YEAR	SOURCE	BUDGET	
2018	Capital Projects - Structural Repairs	$196,800.00	$0.00
	TOTAL FUNDING	$196,800.00	$0.00

SUMMARY

AVAILABLE FUNDING	$196,800.00	$0.00
FUNDING NEEDED	$196,800.00	$0.00
PROJECT BALANCE	$0.00	$0.00

City of Charleston, South Carolina
Request for Budget Transfer

Department: 48 - Parks **Division:** 520000 - Capital Projects

Budget Year: 2018 **Date:** 3/26/2018

A transfer of funds to and from the following accounts in the indicated amounts is respectfully requested.

TRANSFER TO:

Account Number	Description	Amount
520000-52245	Structural Repairs	$19,909.00
Total		**19,909.00**

TRANSFER FROM:

Account Number	Description	Amount
522000-52206	Professional and Constracted Services	19,909.00
Total		**19,909.00**

This transfer is requested for the following reasons:

To cover the cost associated with the 2018 Tennis and Basketball Court Resurfacing project.

Authorizing Signatures:

Originator: Matthew Frohlich (Name) Deputy CFO (Title) **Date** 3/26/2018

Department Head: _____ **Date** _____

Chief Financial Officer: _____ **Date** _____

City of Charleston
Short Form Small Construction Contract

THIS CONTRACT, made this 9th day of March, 2018 by and between:

The Owner:	City of Charleston and the Contractor: Department of Parks 823 Meeting Street Charleston, SC 29403	McGrath Industries dba Talbot Tennis 4225 JVL Industrial Park Road Suite 5074 Marietta, GA 30066

ARCHITECT ENGINEER – The A/E of Record for this Project is: n/a

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

CP1804 - Tennis and Basketball Court Resurfacing
(Project Number) - (Project Name)

Short Description of the Project: Rebuilding of the basketball court at Deming Park, including new fencing and goals. Alternate pricings for resurfacings of tennis and basketball courts at Forest Park Playground (2 basketball and 2 tennis courts) and the Charleston Tennis Center (6 courts).

WHEREAS, the Contractor, whose South Carolina professional license is SC G-115204, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: McGrath Industries LLC

BY: _____
(Signature of Contractor Representative)

Mike McGrath
(Name of Contractor Representative)

ITS: Managing Member

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
Talbot Tennis

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

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

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

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

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
4225 JVL Industrial Park, Suite 504

Requester's name and address (optional)

6 City, state, and ZIP code
Marietta, GA 30066

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
14 - 1870846

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 3/12/18

General Instructions

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

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

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

TERMS AND CONDITIONS

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

1. TIME OF PERFORMANCE:

   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be 100 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
   d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

   a. THE CONTRACT SUM OF $ 177,046.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:_Alternates 1, 2 and 3_____
   Not Applicable ☐

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:
   It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of $ 150.00 per day for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
   1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
   2. the Project Manual dated: February 8, 2018 Exhibit A
   3. the Project Drawings dated 2/8/2018 along with the Project Drawings listed in the Project Manual;
   4. Bid Addenda issued by the City: Numbers _1 (Exhibit B)_____, _____, _____, _____, _____,_____;
   5. the Contractor's completed Bid Form; (Exhibit C)
   6. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

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

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

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

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

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

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

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

B. Materials and Workmanship

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

C. Inspection and Testing of Materials

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

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

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

G. Reports

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

H. Time for Completion

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

I. Guarantees and Warranties

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

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

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

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

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

ARTICLE 6 – DISPUTE RESOLUTION

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

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

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

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

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ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

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

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

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

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

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

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000

d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000
2. Business Auto Liability (including all owned, non-owned, and hired vehicles):	
a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000
3. Workers Compensation	
a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

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

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

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

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

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

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

ARTICLE 11 – CORRECTION OF WORK

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

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

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

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

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

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

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

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

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B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

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

CPR COMMITTEE and/or COUNCIL AGENDA

8.)

TO: John J. Tecklenburg, Mayor

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

SUBJECT: DANIEL ISLAND SHORELINE RESTORATION REPAIR CONSTRUCTION CONTRACT

REQUEST: Approval of a Construction Contract with Rakes Building and Maintenance in the amount of $106,080.00 for the repair of approximately 500 linear feet of shoreline along the pedestrian trail that runs along the Wando River on Daniel Island. Repairs are for damage sustained during Hurricane Irma.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 26, 2018

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

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

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

If yes, provide the following: Dept/Div **Parks-Capital Projects** Acct # **956000-52206**

Balance in Account * Amount needed for this item **$106,080.00**

Project Number **CP1722**

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharam

FISCAL IMPACT: **The funding source for this project is Emergency Preparedness #2. The City will be seeking reimbursement from FEMA/insurance for these expenses.**

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

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

City of Charleston
Short Form Small Construction Contract

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

The Owner:	City of Charleston Department of Parks 823 Meeting Street Charleston, SC 29403	and the Contractor:	Rakes Building and Maintenance Contractors, LLC DBA Blutide Marine Construction 1038 Jenkins Road, Unit 104 Charleston, SC 29407

ARCHITECT ENGINEER – The A/E of Record for this Project is: Johnson, Mirmiran & Thompson

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

CP1722 - Daniel Island Shoreline Restoration Repair Project
(Project Number) - (Project Name)

Short Description of the Project: The work includes repair of about 500 linear foot of shoreline along the pedestrian trail that runs along the Wando River on Daniel Island, SC. Repairs are for damaged sustained from Hurricane Irma. Repairs include reuse and/or installation of new cellular geosynthetic mats that will be used to retain the new fill material and filling with sprigs of marsh vegetation varying in species. New turf reinforcing matt will also be installed. The Contractor shall perform all work required to complete the project in accordance with the contract documents, these specifications, and all applicable federal, state, and local regulations and will conform to all conditions the permits obtained by the City of Charleston.

WHEREAS, the Contractor, whose South Carolina professional license is G112859, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: Rakes Building and Maintenance Contractors, LL

BY: _____
(Signature of Contractor Representative)

Karl Rakes
(Name of Contractor Representative)

ITS: Owner

TERMS AND CONDITIONS

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

1. TIME OF PERFORMANCE:

   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
   d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

   a. THE CONTRACT SUM OF $106,080.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:_____
   Not Applicable ☒

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

   It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of $140.00 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
   1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
   2. the Project Manual dated: January 8, 2018, Exhibit A
   3. the Project Drawings dated January 2, 2018 along with the Project Drawings listed in the Project Manual;
   4. Bid Addenda issued by the City: Addendum No.1, dated January 24, 2018 and Addendum No. 2, dated February 6, 2018; Exhibit B
   5. the Contractor's completed Bid Form; Exhibit C
   6. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

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

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

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

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

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

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

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

B. Materials and Workmanship

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

C. Inspection and Testing of Materials

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

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

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

G. Reports

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

H. Time for Completion

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

I. Guarantees and Warranties

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

J. Use of the Site

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

K. Taxes

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

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:

1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

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

ARTICLE 6 – DISPUTE RESOLUTION

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

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

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

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

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

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

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

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

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

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000

d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000

3. Workers Compensation

a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

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

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

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

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

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

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

ARTICLE 11 – CORRECTION OF WORK

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

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

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

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

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

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

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

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

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

EXHIBIT A

PROJECT MANUAL AND CONTRACT DOCUMENTS

FOR

CP1722 DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT

John Tecklenburg, Mayor

Pre-Bid Meeting (Mandatory): Wednesday, January 24, 2018 at 11:00 am, on-site at 101 River Landing Drive, Charleston, SC 29492, beginning near the fishing pier

Bid Opening Date: Thursday, February 15, 2018 at 2:00 pmat 823 Meeting Street, Charleston, SC 29403, Parks Department, Second Floor Conference Room

City of Charleston Department of Parks
823 Meeting Street
Charleston, SC 29403

Nate Yokoyama, P.E.
yokoyaman@charleston-sc.gov
843-973-7239

January 8, 2018

CP1722 – Daniel Island Shoreline Restoration Repair Project

City of Charleston Department of Parks

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City of Charleston
Invitation for Construction Bids

PROJECT: CP1722 - Daniel Island Shoreline Restoration Repair Project

BID SECURITY REQUIRED? YES
PERFORMANCE BOND REQUIRED? YES
PAYMENT BOND REQUIRED? YES

CONSTRUCTION COST RANGE $80,000 to $100,000

DESCRIPTION OF PROJECT: The work includes repair of about 500 linear foot of shoreline along the pedestrian trail that runs along the Wando River on Daniel Island, SC. Repairs are for damaged sustained from Hurricane Irma. Repairs include reuse and/or installation of new cellular geosynthetic mats that will be used to retain the new fill material and filling with sprigs of marsh vegetation varying in species. New turf reinforcing matt will also be installed. The Contractor shall perform all work required to complete the project in accordance with the contract documents, these specifications, and all applicable federal, state, and local regulations and will conform to all conditions the permits obtained by the City of Charleston.

A/E NAME: Johnson, Mirmiran & Thompson
A/E CONTACT: Shannon Boyd, P.E.
A/E EMAIL: sboyd@jmt.com
ADDRESS: 952 Houston Northcutt Blvd., Mt. Pleasant, SC 296464

PHONE: 843-556-2624

PLANS ON FILE AT: http://www.charleston-sc.gov/Bids.aspx?CatID=18

PRE-BID CONFERENCE? YES MANDATORY ATTENDANCE? YES

PRE-BID MEETING DATE/TIME: Wednesday, January 24, 2018 at 11:00 am
PRE-BID LOCATION: 101 River Landing Drive, Charleston, SC 29492, beginning near the fishing pier

BID OPENING DATE/TIME: Thursday, February 15, 2018 at 2:00 pm
BID DELIVERY ADDRESS: 823 Meeting Street, Charleston SC 29403

PROJECT MANAGER: Nate Yokoyama, P.E.
PROJECT MANAGER EMAIL: yokoyaman@charleston-sc.gov
PROJECT MANAGER PHONE: 843-973-7239

CP1722 Daniel Island Shoreline Restoration Repair Project
City of Charleston
Instructions to Bidders

1. RECEIPT AND OPENING OF BIDS

The City of Charleston (the "Owner"), will receive bids for the above Project at the City of Charleston, Department of Parks, until Thursday, February 15, 2018 at 2:00 pm local time, where they shall be publicly opened and read aloud. The Owner may consider non-responsive any bid not prepared and submitted in accordance with these instructions and may waive any informality or reject any and all bids. Information not requested that is written on or attached to the Bid Form that could be considered a qualification of the Bid, may be cause for rejection of the Bid. The City shall be the sole judge as to whether Bids submitted meet all requirements contained in this solicitation. This solicitation does not commit the City of Charleston to award a Contract, to pay any costs incurred in the preparation of Bids submitted, or to procure or contract for the services. Any bid may be withdrawn prior to the above scheduled time or authorized postponement. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the date of the bid opening.

2. CANCELLATION OF INVITATION FOR CONSTRUCTION BIDS

At any time prior to the issuance of the Notice to Proceed for this Project, the Contract may be cancelled for the convenience of the Owner.

3. PREPARATION OF BID

Bids must be submitted in writing on the attached City of Charleston Bid Form in whole dollar amounts. All blank spaces for bid prices must be filled in, in ink or typewritten, and the form must be fully completed and executed when submitted. Failure to provide all requested information as part of the submitted bid may be justification to deem the bid non-responsive, resulting in the rejection of the bid. Each bid must be submitted in a sealed envelope bearing on the outside the name and address of the Bidder and the name of the Project for which the bid is submitted and the Contractor's license number. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City of Charleston, City of Charleston, Department of Parks, 823 Meeting Street, Charleston, SC 29403.

4. PRE-BID CONFERENCE (if scheduled)

A (**Mandatory**) PRE-BID Conference will be held on **Wednesday, January 24, 2018 at 11:00 am at 101 River Landing Drive, Charleston, SC 29492, beginning near the fishing pier.** If mandatory, only those prospective Bidders that are represented and are listed on the sign-in sheet will be allowed to submit bids.

5. SUBCONTRACTS

The Bidder is specifically advised that any person, firm or other party to whom it proposes to award a subcontract under this Contract must be acceptable to the Owner. In the event a subcontractor is found to be unacceptable by the Owner, the Owner may require the Bidder to substitute the unacceptable subcontractor or reject the bid. The Bidder must perform a minimum of 25% of the work with its own forces.

6. QUALIFICATIONS OF BIDDER

The Owner may make such investigations as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner in a timely manner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner of the Bidder's qualifications to perform the work.

7. BID SECURITY

If required, each bid must be accompanied by a Bid Security in the amount of not less than 5%of the Base Bid in the form of a certified cashiers check or a Bid Bond, made payable to the Owner and issued by a surety licensed to do business in the state of South Carolina. The Bid Bond must be accompanied by a certified and current Power of Attorney by the Attorney-in-Fact. The Owner shall have the right to retain the Bid Security of any or all Bidders until such time as one of the three conditions listed below have been met:

1. The Construction Contract has been executed and both Performance and Payment Bonds have been furnished, if required.
2. The specified time has elapsed so that bids may be withdrawn.
3. The Owner has rejected all bids.

8. FAILURE TO ENTER INTO CONTRACT

Failure of the Bidder to execute and deliver the Contract within ten (10) days after bid opening or failure to provide Performance and Payment Bonds and Certificate of Insurance within ten (10) days of receipt of a Notice of Award from the Owner, shall entitle the Owner to consider the Bidder non-responsive and to declare the Bid Security forfeited.

9. DATE OF COMMENCEMENT, COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to commence work as specified in a Notice to Proceed from the Owner and to fully complete the Base Bid and any awarded Bid Alternates within **60** calendar days after the Date of Commencement. Bidder must agree also to pay as liquidated damages the sum of **$140.00** for each calendar day thereafter that the Project fails to reach Substantial Completion within the time allowed.

10. ADDENDA AND INTERPRETATIONS

No oral interpretation of the meaning of the plans, specifications or other pre-bid documents will be made. Requests for clarification should be made in writing to the A/E or Project Manager identified in the Invitation for Construction Bids and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any interpretations, corrections or changes will be issued in the form of written addenda and will be transmitted to all who are known to have received a complete set of biding documents by telephone, fax or other appropriate means with immediate follow-up with written addenda. Should the original Bid Date be postponed, the new Bid Date shall be no earlier than the fifth (5th) calendar day after the date of issuance of the addendum postponing the original Bid Date. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract documents.

11. SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

C. If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

D. No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

12. LAWS AND REGULATIONS

All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

13. INTENT TO AWARD/EVALUATION OF BID ALTERNATES

It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder. When bidding documents include Bid Alternates, the Owner shall have the right to award the Contract to the apparent low bidder based on ANY COMBINATION of the BASE BID plus Bid Alternates or with no Bid Alternates, unless otherwise specifically provided in the Bid Documents. The Owner reserves the right to apply these Alternate prices in any combination or order for the overall benefit of the Project as defined by the Owner. All requested Alternates must be bid. The failure of the Bidder to indicate a price for a BID ALTERNATE shall render the Bid non-responsive. A BID ALTERNATE shall be bid by indicating either a dollar amount or the words "No Change", "Zero", or "0.00". A typed or printed "No Bid", or words of similar meaning, shall render the Bid non-responsive. Bidder must indicate whether the amount of the BID ALTERNATE is an "ADD" to or a "DEDUCT" from the amount of the base bid. The Bid may be determined non-responsive for failure of the Bidder to indicate the appropriate "ADD" or "DEDUCT" for each BID ALTERNATE.

14. OBLIGATION OF BIDDER

At the time of the opening of bids, each Bidder will be presumed to have inspected the site and the conditions relating to construction of the Project, and to have read and become thoroughly familiar with the plans and Contract documents, including all addenda. The failure or omission of any Bidder to visit the site or to examine any form, instrument or document shall in no way relieve any Bidder from any obligation with respect to his bid.

15. MINORITY/WOMEN BUSINESS ENTERPRISE (MBE) PROGRAM

A. This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBR Manager, 75 Calhoun Street, Charleston SC, 29401, (843) 973-7247.

B. MWBE Goals: The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify. The goals for this Contract are a 20% combined MBE and WBE participation. These goals will be applied to the overall Contract.

C. Certification of Eligibility of MBE/WBE: All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link.

D. Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must also complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

E. The Contractor shall perform the Contract in accordance with the representations made in the Minority/Women-Owned Business Enterprise Compliance Provisions (Affidavit A) and the Work to be Performed by Minority Firms (Affidavit B) submitted as part of the bid proposal.

16. LOCAL VENDOR RECOGNITION

This project is covered under the City of Charleston's Local Vendor Recognition Ordinance which states: The City of Charleston's Procurement Policy shall allow the lowest responsive and responsible local vendor ("Local Vendor") who meets the requirements set forth below the right to match the bid of the lowest responsive and responsible non-local bidder for goods and supplies and thereby be awarded the contract for goods and supplies subject to the following requirements:

A. The total dollar amount of the lowest responsive and responsible bid for construction services is greater than $20,000;

B. The bid of the Local Vendor is within 4% or $10,000, whichever is lower, of the bid amount of the lowest responsive and responsible non-local bidder;

C. The Local Vendor has a valid City of Charleston business license which was issued at least 12 months prior to the bid opening date;

D. The Local Vendor has a physical business address located within the City of Charleston and has been doing business in the corporate limits of the City of Charleston for a period of 12 months or more prior to the bid opening date;

E. The Local Vendor provides proof of payment of all applicable City of Charleston licenses, taxes and fees with its bid;

F. The Local Vendor must submit a City of Charleston Local Vendor Recognition Affidavit and a copy of its current City of Charleston business license with its bid. The form of the affidavit will be provided by the City and will be available in the bid documents for the solicitation of such goods and supplies.

17. LICENSES

The successful Bidder shall obtain a City of Charleston Business License prior to beginning the work of the Contract. Bidder must also be licensed under the laws of the State of South Carolina and City of Charleston for the specific category of work to be performed.

18. PERFORMANCE AND PAYMENT BONDS

The successful Bidder, if required by the Owner, will provide Performance and Payment Bonds, each in the amount equal to 100% of the Contract Award, as a condition of execution of the Contract. Failure to supply such bonds as required by the Contract Documents shall result in forfeiture of the Bid Bond.

19. DRUG FREE WORK PLACE

All Bidders must certify that they will provide a "Drug-Free Workplace" as that term is defined in Section 44-107-30 of the SC Code of Laws, and shall comply with the requirements set forth in Title 44, Chapter 107.

END OF INSTRUCTIONS TO BIDDERS

City of Charleston
Bid Form

BID SUBMITTED BY: Name:
Address:

FOR PROJECT: CP1722 - Daniel Island Shoreline Restoration Repair Project
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

   ☐ Bid Bond with Power of Attorney ☐ Cashier's Check
   (Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
   ADDENDUM No.(s) _____

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: $ _____

Written:_____

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: N/A _____ ADD/DEDUCT $ N/A _____
(to or from BASE BID)

ALTERNATE NO. 2: N/A _____ ADD/DEDUCT $ N/A _____
(to or from BASE BID)

ALTERNATE NO. 3: N/A _____ ADD/DEDUCT $ N/A _____
(to or from BASE BID)

7.3 UNIT PRICE WORK
Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE
1	N/A		
2	N/A		
3	N/A		
4	N/A		

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: _____
OR
SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

_____	_____	_____
(Classification)	*(Subclassification)*	*(Limitations)*

_____
(SC Contractor's License Number)

SIGNATURE

_____
(Legal Name of Person, Firm or Corporation Submitting Bid)

BY _____ (Signature) _____ (Date)

_____ (Title) _____ (Phone)

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal,** the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: _____

_____ _____
Signature Date

_____ _____
Print Name Title

_____
Witness

AFFIDAVIT A

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

Affidavit of _____
(Name of Bidder)

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

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

- o 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. ***Complete Affidavit A, Page 2.***
- o 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- o 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- o 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- o 5. Attended any pre-solicitation meetings scheduled by the City.
- o 6. Provided MWBE assistance withgetting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- o 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. ***(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)***
- o 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- o 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- o 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- o 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

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

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

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

Signature:_____
Title: _____

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

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

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

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

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

Signature:_____

Notary Public for the State of _____

My Commission Expires: _____

Title:_____

Print Name:_____

Notary Seal:

Phone Number:_____

Address: _____

AFFIDAVIT B

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

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

(Attach additional sheets if needed)

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

Total MBE Participation: _____ % $ _____

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

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

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

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

Signature:_____

Title:_____

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

My Commission Expires: _____

Print Name:_____

Phone Number:_____

Address: _____

Notary Public for the State of _____

Notary Seal:

AFFIDAVIT C

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

Affidavit of _____
(Name of Bidder)

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

_____ contract.
(Name of Project)

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

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

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

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

Signature:_____

Title:_____

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

Notary Seal:

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

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

BUSINESS NAME: _____

CHARLESTON STREET ADDRESS: _____

SIGNATURE: _____ TITLE: _____

By:_____
(Print Name)

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

_____(SEAL)
Notary Public for_____
My Commission Expires_____

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
(Name of Principal)
AS PRINCIPAL, AND _____, as SURETY
(Name of Surety)
are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of_____Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated_____, 20_____, for Project Name:_____ and Project Number: _____.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) _____
(Name of Principal)

By: _____

(SEAL) _____
(Name of Surety)

By: _____

Sealed and delivered in the presence of:

_____

_____

At the Contractor's option, this form may be substituted with a Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER'S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties' names thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____ _____

(Signature) (Date)

At the Contractor's option, this form may be substituted with a Performance Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
(Name of Contractor)

at _____
(Address of Contractor)

a _____, hereinafter called "Principal",
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

at _____ , hereinafter called "Surety", are held
(Address of Surety)

and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called "Owner", in the penal sum of :
_____ Dollars($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

_____
(Project #) (Project Name)

NOW, THEREFORE, is the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _____, 20__ .

ATTEST:

_____ (Principal)

_____ By: _____
(Principal) Secretary

(SEAL)

_____ _____
(Witness as to Principal) (Address)

_____ _____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____ By: _____
(Attorney -in-fact)

_____ _____
(Address) (Address)

_____ _____

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

At the Contractor's option, this form may be substituted with a Payment Bond and Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that _____ at _____
(Name of Contractor) (Address of Contractor)

a _____, hereinafter called "Principal", and
(Corporation, Partnership or Individual)

_____at _____,
(Name of Surety) (Address of Surety)

herinafter called "Surety", are held and firmly bound unto the City of Charleston Department of Parks, 823 Meeting Street, Charleston, SC, 29403, hereinafter called "Owner", in the penal sum of

_____Dollars ($_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of
_____, 2002, a copy of which is hereto attached and made a part hereof for the construction of:

_____
(Project Name)

NOW, THEREFORE, is the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alterations or addition to the terms of the contract or to the work or to the specification.

PROVIDED FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this the ___ day of _, 20___.

ATTEST:

_____
(Principal) Secretary

(SEAL)

_____
(Witness as to Principal)

_____

_____
(Principal)
By: _____

_____
(Address)

_____
(Surety)

ATTEST:

_____
(Surety) Secretary

(SEAL)

_____

By: _____
(Attorney-in-Fact)

_____
(Address)

_____

_____
(Address)

_____

NOTE: Date of bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Important: Surety companies executing bonds must appear on the Treasury Department most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

City of Charleston
Short Form Small Construction Contract

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

The Owner:	City of Charleston Department of Parks 823 Meeting Street Charleston, SC 29403	and	the Contractor: _____ _____ _____ _____

ARCHITECT ENGINEER – The A/E of Record for this Project is: Johnson, Mirmiran & Thompson

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

CP1722 - Daniel Island Shoreline Restoration Repair Project
(Project Number) - (Project Name)

Short Description of the Project: The work includes repair of about 500 linear foot of shoreline along the pedestrian trail that runs along the Wando River on Daniel Island, SC. Repairs are for damaged sustained from Hurricane Irma. Repairs include reuse and/or installation of new cellular geosynthetic mats that will be used to retain the new fill material and filling with sprigs of marsh vegetation varying in species. New turf reinforcing matt will also be installed. The Contractor shall perform all work required to complete the project in accordance with the contract documents, these specifications, and all applicable federal, state, and local regulations and will conform to all conditions the permits obtained by the City of Charleston.

WHEREAS, the Contractor, whose South Carolina professional license is _____, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: _____

BY: _____
(Signature of Contractor Representative)

_____
(Name of Contractor Representative)

ITS: _____

DRAFT

TERMS AND CONDITIONS

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

1. TIME OF PERFORMANCE:

   a. THE EFFECTIVE DATE of this Contract shall be the date written above.
   b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
   c. THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
   d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

   a. THE CONTRACT SUM OF XXXXXXXXX to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
   b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:_____
   Not Applicable ☒

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

   It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of $140.00 for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
   1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
   2. the Project Manual dated: January 8, 2018
   3. the Project Drawings dated N/A along with the Project Drawings listed in the Project Manual;
   4. Bid Addenda issued by the City: Numbers _____, _____, _____, _____, _____,_____;
   5. the Contractor's completed Bid Form;
   6. all Change Orders and Change Directives;

DRAFT

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

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

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

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

E. A/E's Rights and Responsibilities
In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

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

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

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

B. Materials and Workmanship

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

C. Inspection and Testing of Materials

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

D. Substitutions

1. Wherever the Contract Documents specify a particular product, article, appliance, equipment, or material and it is designated by manufacturer and model number, it is the intent to designate a level of quality, finish, appearance, function, or other factor that was desirable to have incorporated into the design. Equivalent products of alternate manufacturers may be used, but must meet or exceed the specification for the original product and must be approved in advance by the A/E.

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2. The Contractor shall not substitute any product, article, appliance, equipment, or material that is specified without the prior written approval from the A/E, which shall be granted only with the concurrence of the Owner.

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

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

G. Reports

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

H. Time for Completion

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

I. Guarantees and Warranties

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

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

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

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

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C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

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

ARTICLE 6 – DISPUTE RESOLUTION

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

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

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

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

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ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

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

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

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

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

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

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000

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d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

2. Business Auto Liability (including all owned, non-owned, and hired vehicles):

a. Combined Single Limit	$ 1,000,000
-OR-	
b. Bodily Injury & Property Damage (each)	$ 1,000,000

3. Workers Compensation

a. State	Statutory
b. Employer's Liability	$ 100,000 Per Accident
	$ 500,000 Disease, Policy Limit
	$100,000 Disease, Each Employee

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

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

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

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

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category " of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

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

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ARTICLE 11 – CORRECTION OF WORK

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

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

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

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

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

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

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

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

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B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

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

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City of Charleston
CONTRACTOR'S REQUEST FOR CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: CP1722 Daniel Island Shoreline Restoration Repair Project
(number) *(name)*

This is Part One of a two-part form. It is to be completed by the Contractor and delivered to the A/E. Part Two, Certificate of Substantial Completion, is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION
I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility and is limited to items minor in scope and nature.
B. The required Contractor's Punch List is attached. (*Failure to include incomplete work does not relieve the Contractor of the responsibility to complete or correct the Work.*)
C. All other requirements of the Contract have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start-up activities.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION:

_____
_____
_____

CONTRACTOR: _____ _____ _____
(Signature of Contractor Representative) *(Print or Type Name of Contractor Rep)* *Date*

INSTRUCTIONS TO THE CONTRACTOR:
Forward this completed form with all required attachments to the A/E for approval, with copy to the City.
ATTACHMENTS:
1. Contractor's Punch List.
2. Acceptance letters by other agencies/entities having approval authority (water supply, waste water treatment, fire and licensing etc.)
3. Other attachments per Contract Documents

A/E: I ___ concur ___ do not concur that the Work is ready for inspection and testing.

_____ _____ _____
(Signature of A/E Representative) *(Print or type Name of A/E Rep)* *(Date)*

INSTRUCTIONS TO THE A/E:
1. If concur, return this completed form to the Contractor, with a copy to the City, and schedule a date for inspection mutually agreeable to Contractor, A/E and City.
2. If not concur, state reason(s) below. Attach additional sheets if needed. Return completed form to the Contractor with copy to the City.

_____
_____
_____
_____

City of Charleston
CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: CP1722 Daniel Island Shoreline Restoration Repair Project
(Number) *(Name)*

This is Part Two of a two-part form. The Contractor Request for Certificate of Substantial Completion is to be completed by the Contractor and delivered to the A/E or design professional. The Certificate of Substantial Completion is to be completed by the A/E and submitted to the City for approval.

CERTIFICATION

I hereby certify that Substantial Completion has been accomplished in conformance with the requirements of the Contract. This certification declares that:

A. The remaining work is not disruptive to the function of the facility occupants and is limited to items minor in nature and scope. *(Examples are minor repairs to finishes, electrical device cover plates, and hardware and window adjustments.)*
B. The Contractor's Request for Certificate of Substantial Completion and all attachments thereto have been reviewed and any exceptions are noted.
C. The composite A/E's Punch List is attached, with the status of each item noted.
D. All other requirements of the Contract related to Substantial Completion have been accomplished, including delivery of all operational and maintenance manuals, record drawings, maintenance training, warrantee certificates and start up activities.

DATE FOR SUBSTANTIAL COMPLETION: _____
(This is also the date for the commencement of warranties required by the Contract.) *(DATE)*

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING THE COMPLETION OF PUNCH LIST ITEMS OR EXPLANATIONS OF PARTIAL SUBSTANTIAL COMPLETION.

_____

A/E's CERTIFICATE BY:

_____ _____
(Signature of A/E Representative) *(Print or Type Name of A/E Rep)*

ITS: _____ _____
(Date)

INSTRUCTIONS TO THE A/E:

Forward both the Contractors Request and this form with attachments to the City for review and approval.

CITY ACCEPTANCE:

_____ _____
(Signature of City Representative) *(Print or Type Name of City Rep)*

ITS: _____

(Date)

City of Charleston
SUBSTANTIAL COMPLETION AGREEMENT

PROJECT: CP1722 Daniel Island Shoreline Restoration Repair Project
(Number) *(Name)*

Instructions: The items checked below are required to be completed, operational and documented in order for the project to be declared Substantially Complete. If Partial Substantial Completion is anticipated the sequence and portions of the project shall be identified and the selected items below will be required for each partial substantial completion area.

ARTICLE 1 – CITY REQUIREMENTS

In addition to the requirements of the Construction Documents, a Substantial Completion requires the following certifications and documents to be fully completed, executed, approved and delivered attached to this form.

1. Approval by South Carolina Department of Health & Environmental Control for:
   - ☐ a. Potable water
   - ☐ b. Sewer and waste water system
   - ☐ c. Air emissions
   - ☐ d. Food Service
   - ☐ e. Facility Licensing
   - ☐ f. Other (*list*): _____

2. Certification from the Site Civil Engineer and /or Landscape Architect of Record that:
   - ☐ a. Plantings and grassing have been inspected and are in accord with specifications and regulations.
   - ☐ b. Site drainage and storm water retention system have been inspected and are in accord with specifications and regulations.
   - ☐ c. Other (*list*): _____

3. Certification from the Mechanical Engineer of Record that:
   - ☐ a. Fire suppression system has been tested and is operational.
   - ☐ b. Condensate lines and drains are as designed and operational.
   - ☐ c. HVAC system has been tested and balanced.
   - ☐ d. Fuel gases system inspected and in accord with regulations.
   - ☐ e. Boiler systems tested and certified in accordance with regulations.
   - ☐ f. Plumbing systems are as designed and operational.
   - ☐ g. Laboratory/medical gas systems tested and operational.
   - ☐ h. Other (*list*): _____

4. Certification from the Electrical Engineer of Record that:
   - ☐ a. Electrical system has been tested and operates in accord with codes.
   - ☐ b. Fire alarm system has been tested and operates in accord with codes.
   - ☐ c. Smoke detection system has been tested and operates in accord with codes.
   - ☐ d. Smoke evacuation system has been tested and operates in accord with codes.
   - ☐ e. All lights and switches, receptacles are function as designed.
   - ☐ f. Emergency illumination is operational as designed.
   - ☐ g. Other (*list*): _____

5. Construction Inspection Services
   - ☐ a. Copies of all inspection reports are provided and corrections are documented as satisfactory.
   - ☐ b. Building Official has provided Certificate of Occupancy or written approval of the project.
   - ☐ c. Other (*list*): _____

6. Letter or Certificate of Approval from the local Fire Official.
   - ☐ a. Fire protection services can be provided.
   - ☐ b. Access for fire fighting equipment is acceptable.
   - ☐ c. Fire extinguishers and their locations are acceptable.
   - ☐ d. Exit paths are maintained clear and with little or no fire exposure.
   - ☐ e. Other (*list*): _____

7. Certification from Fire Marshal that:
   - ☐ a. Sprinkler system test and inspection report is acceptable.
   - ☐ b. Stand pipes are satisfactorily installed and operational.
   - ☐ c. Range hood and fire suppression system is installed and operational.
   - ☐ d. Other (*list*): _____

8. ☐ Other: _____

ARTICLE 2 – A/E REQUIREMENTS

Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form. The Punch List of incomplete or unacceptable work may not include any fire and life safety items.

1. Contractor has furnished the final punch list as required by General Conditions
   - ☐ a. Building egress and exit paths are clear of construction materials and equipment.
   - ☐ b. All building systems are functional and correctly operating.
   - ☐ c. Other (*list*): _____

2. Contractor has furnished the required Documents and Manuals:
   - ☐ a. Field-record drawings with "as built" markings.
   - ☐ b. Building system operations and maintenance manuals.
   - ☐ c. Spare parts and extra materials stocks as per specifications.
   - ☐ d. Other (*list*): _____

3. ☐ Other: _____

ARTICLE 3 – CONTRACTOR'S REQUIREMENTS

In addition to the requirements of the Construction Documents, Substantial Completion requires the following certifications and documents are fully completed, executed, approved and delivered attached to this form.

1. City intends to occupy the facility as defined in the Contract and as follows:
   - ☐ a. When facility is finally complete (one date).
   - ☐ b. When identified portions of the facility are complete (multiple dates as attached).
   - ☐ c. In phases (as per City schedule attached).
   - ☐ d. Other (*list*): _____

2. Sub-contractors have furnished the required documents, training and manuals.
   - ☐ a. City facility personnel have been trained as per specifications.
   - ☐ b. Building system operations and maintenance manuals delivered to the Contractor.
   - ☐ c. Building keying is completed for delivery to City.
   - ☐ d. Other (*list*): _____

3. Consent of Surety to the:
   - ☐ a. Release of Retainage.
   - ☐ b. Final Payment.

4. Other:
   - ☐ a. This project requires a Certificate of Substantial Completion.
   - ☐ b. Warranties begin on a date other than the Substantial Completion date(s) (*Explain below.*)
   - ☐ c. Other (list): _____

This agreement becomes part of the Contract for Construction by attachment to the Contract and Standard Supplementary Conditions governed by Paragraph 9.8. This agreement does not change the provisions of the Contract except to establish a mutual understanding of the terms and expectations of "Substantial Completion". The signing parties for the City, A/E and Contractor have authority to act on behalf of their organizations and in this capacity. This agreement is executed on the date indicated below. *(It is required that this form be attached to the Bid Documents and executed at the earliest opportunity or at the preconstruction conference. Consultants, subcontractors, code inspectors, and other parties who have an interest in or are mentioned in this document should be so informed by receiving copies of the executed document.)*

BY: _____ _____
(Signature of City Representative) *(Name of City Representative)*

ITS: _____ _____
DATE

BY: _____ _____
(Signature of A/E Representative) *(Name of A/E Representative)*

ITS: _____ _____
DATE

By: _____ _____
(Signature of Contractor Representative) *(Print or Type Name of Contractor Rep)*

ITS: _____ _____
DATE

City of Charleston
CERTIFICATE OF FINAL COMPLETION

PROJECT: CP1722 Daniel Island Shoreline Restoration Repair Project
(Number) *(Name)*

CONTRACTOR'S NOTIFICATION AND CERTIFICATION

I hereby notify the A/E and the City that the Work for the above Project is or will be fully completed on the date stated below. All items of punch-list and all items required by the Construction Documents have been completed and all Work is in conformance with the Contract Documents. The Facility is or will be ready for FINAL INSPECTION and TESTING on _____.
(Date)

CONTRACTOR: _____

BY: _____ _____
(Signature of Contractor Representative) *(Print or type Name of Contractor Representative)*

ITS: _____

A/E's CERTIFICATE AND CITY ACCEPTANCE OF FINAL COMPLETION

The A/E and City agree that the Project is complete and the Final Inspection of the Project was acceptable. Final Completion of the Project is hereby declared to be effective on the date stated below.

SPECIAL CONDITIONS OR STIPULATIONS CONCERNING FINAL COMPLETION

_____

A/E's CERTIFICATION:

BY: _____ _____
(Signature of A/E Representative) *(Print or Type Name of A/E Rep)*

ITS: _____ _____
Date of Final Completion

CITY ACCEPTANCE:

BY: _____ _____
(Signature of City Representative) *(Print or Type Name of City Rep)*

ITS: _____ _____
Date of Acceptance

TABLE OF CONTENTS

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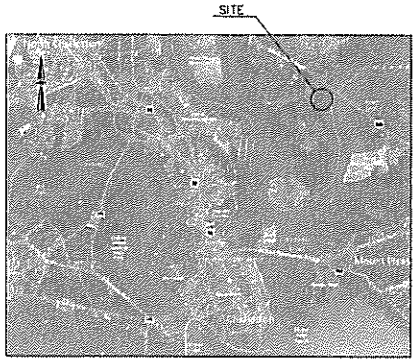
S-4 PROPOSED SHORELINE RESTORATION PLAN

S-5 TYPICAL CROSS SECTIONS

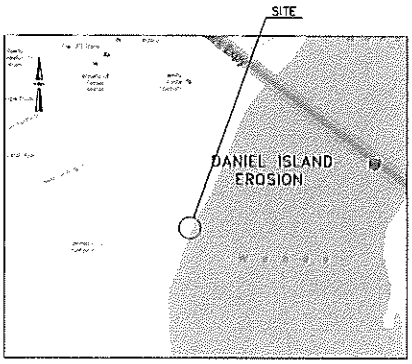
S-6 PLANTS, GEOWEB, AND TRM DETAILS

CITY OF CHARLESTON: DEPT OF PARKS
823 MEETING ST.
CHARLESTON, SC 29403
(843) 579-7552

DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT CP1722



VICINITY MAP



LOCATION MAP

811 Know what's below. Call before you dig.

JMT, P.C.
952 HOUSTON NORTHCUTT BLVD. SUITE 100
CHARLESTON, SC 29464
843-856-2824
WWW.JMT.COM

CITY OF CHARLESTON: DEPT OF PARKS

ENGINEER OF RECORD

C.O.A.

JMT

DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT CP1722

TITLE SHEET

Sym.	Revisions	Date

Drawn by: SS
Design by: NL
Checked by: RM
Scale: AS NOTED
Date: JAN 2018

S-1

GENERAL NOTES

GENERAL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR DAMAGE DONE TO PROPERTY DURING CONSTRUCTION. DAMAGE SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL NOT DISTURB EXISTING SPARTINA GROWTH THAT ADJOINS PORTIONS OF THE SHORELINE OUTSIDE OF THE WORK AREA.
2. THE CONTRACTOR SHALL BE ALLOWED TO PERFORM THE WORK FROM THE LAND BUT THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF DISTURBED AREAS.
3. REFER TO PROJECT SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
4. CONTRACTOR SHALL FOLLOW ALL SPECIAL CONDITIONS ON THE DCRM AND ACOE PERMITS.
5. CONTRACTOR SHALL RAKE GRADE, SMOOTH, AND GRADE THE DISTURBED AREAS AT THE DIRECTION OF THE CITY.
6. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SAFETY FENCING AND SIGNAGE.
7. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES PRIOR TO BIDDING.
8. TEMPORARY BENCHMARKS ARE SHOWN AS REFERENCE ONLY. THE CONTRACTOR SHALL VERIFY ALL HORIZONTAL AND VERTICAL CONTROL PRIOR TO CONSTRUCTION.
9. ANY FENCING, BENCHES, OR TABLES REMOVED BY THE CONTRACTOR SHALL BE REINSTALLED AT THE COMPLETION OF THE PROJECT AT NO ADDITIONAL COST TO THE OWNER.
10. PROTECT TREES AND EXPOSED TREE ROOTS DURING CONSTRUCTION AND PLACEMENT OF BACKFILL.
11. CONTRACTOR SHALL RESTORE LAY DOWN AREAS TO EXISTING CONDITIONS.
12. CONTRACTOR SHALL COORDINATE WITH THE CITY OF CHARLESTON PRIOR TO THE REMOVAL OF DEBRIS AND TREES. SOME TREES WILL BE REMOVED, WHILE OTHERS WILL REMAIN AND ROOTS WILL BE PROTECTED.
13. CONTRACTOR TO SCHEDULE THE FOLLOWING INSPECTIONS WITH ENGINEER AND CITY:
    A. PRE-INSTALLATION MEETING
    B. GEOWEB: AFTER GEOWEB IS INSTALLED AND PRIOR TO THE INSTALLATION OF THE TRIM
14. CONTRACTOR TO PROVIDE AS-BUILT SURVEY TO CITY AFTER COMPLETION OF PROJECT

MARSH PLANTING AND TREE PROTECTION NOTES:

1. THE CONTRACTOR SHALL BE QUALIFIED IN THE PLANTING OF MARSH GRASS WITH A CONSTRUCTED TIDAL WETLAND, OR SUB CONTRACT THE WORK TO A QUALIFIED SUBCONTRACTOR.
2. IN AREAS OF PLANTING TO BE PERFORMED IN SOIL, THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUFFICIENT SOIL SAMPLES FOR TESTING BY THE SOUTH CAROLINA DEPT OF NATURAL RESOURCES, CLEMSON AGRICULTURAL EXTENSION, OR OTHER APPROPRIATE STATE AGENCY TO DETERMINE THE SOIL PH AND NUTRIENT CONTENT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ADDITION OF FERTILIZER AND/OR SOIL AMENDMENTS AS NEEDED TO ENSURE LIABILITY OF THE WETLAND GRASS PLANTING.
4. CONTRACTOR TO SAMPLE WATER FROM SITE TO DETERMINE SALINITY.
5. PLANTS, IF OBTAINED THROUGH NURSERIES SHALL BE "HARDENED" TO SALINITY LEVEL DETERMINED THROUGH SAMPLES OBTAINED IN NOTE 3.
6. ALLOW FINAL GRADING TO SETTLE FOR A MINIMUM OF TWO WEEKS PRIOR TO PLANTING.
7. PLANTS PLUGS SHALL BE PLANTED UPRIGHT, NOT AT AN ANGLE. PLANTING HOLES SHALL BE TOO LARGE ENOUGH AND DEEP ENOUGH TO ACCOMMODATE THE ENTIRE ROOT MASS. THE PLANT PLUGS SHALL BE PLANTED WITHOUT TWISTED, BALLED, J OR U ROOTS. THE PLANT PLUGS SHALL BE PLANTED WITH NO ROOTS EXPOSED ABOVE THE GROUND LINE. SOIL SHALL BE PACKED FIRMLY AROUND THE ENTIRE ROOT MASS.
8. THE CONTRACTOR SHALL SUPPLY AND INSTALL A SLOW RELEASE COATED FERTILIZER AT THE RATE OF ONE OUNCE PER PLANT HOLE AND SHALL BE PLACED IN THE TRANSPLANT HOLE PRIOR TO PLACING THE PLUG.
9. PRIOR TO PLANTING, THE CONTRACTOR SHALL CONSULT WITH A LANDSCAPE ARCHITECT OR BIOLOGIST WHO HAS EXPERIENCE IN THE RESTORATION OF TIDAL MARSHES.
10. ANY EXISTING EXPOSED TREE TRUNKS THAT ARE TO BE COVERED WITH NEW FILL MATERIAL SHALL BE COVERED WITH 6" OF CLASS A RIPRAP AND THE VOIDS SHALL BE FILLED WITH A WELL DRAINING GRAVEL. ANY EXISTING EXPOSED TREE ROOTS THAT ARE TO BE COVERED WITH NEW FILL MATERIAL SHALL BE PACKED WITH STALTE OR APPROVED EQUAL. SEE SHEET S-8 FOR DETAILS.
11. CONTRACTOR SHALL ERECT AND MAINTAIN SAFETY FENCE AROUND LANDWARD SIDE OF WORK ZONE. FENCE SHALL BE PLACED AS CLOSE AS POSSIBLE UNDER THE LANDWARD EDGE OF TREE DRIP LINES TO ADDITIONALLY SERVE AS TREE PROTECTION FENCING.
12. CONTRACTOR TO PLACE CELLULAR CONFINEMENT SYSTEM AND TURF REINFORCEMENT PER MANUFACTURER INSTRUCTIONS INCLUDING ANCHORAGE AND PER THE DETAILS ON THE PLAN.
13. CONTRACTOR IS TO SUBMIT A CONSTRUCTION PLAN FOR ENGINEER REVIEW AND COMMENT PRIOR TO THE START OF ANY CONSTRUCTION. THIS CONSTRUCTION PLAN SHALL INCLUDE PROTECTION OF THE EXISTING MARSH GRASS AND AVOIDING IMPACTS TO THE SCORE OYSTER REEFS.
14. CONTRACTOR TO PROTECT EXISTING MARSH GRASS THAT IS TO REMAIN IN FRONT OF THE ROCK SILL.

CITY OF CHARLESTON: DEPT OF PARKS

823 MEETING ST.
CHARLESTON, SC 29403
(843) 579-7684

SOUTH CAROLINA PROFESSIONAL ENGINEER
NO 27771
SHANNON L. BOND

ENGINEER OF RECORD

SOUTH CAROLINA
JOHNSON, MIRMIRAN & THOMPSON, INC.
C-0243
CERTIFICATE OF AUTHORIZATION

C.O.A.

JMT
JOHNSON, MIRMIRAN & THOMPSON
Engineering | Surveying | Planning
952 HOUSTON NORTHCUTT BLVD.
SUITE 104
MT PLEASANT, SC 29464
843-856-2643
www.jmt.com

DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT CP1722

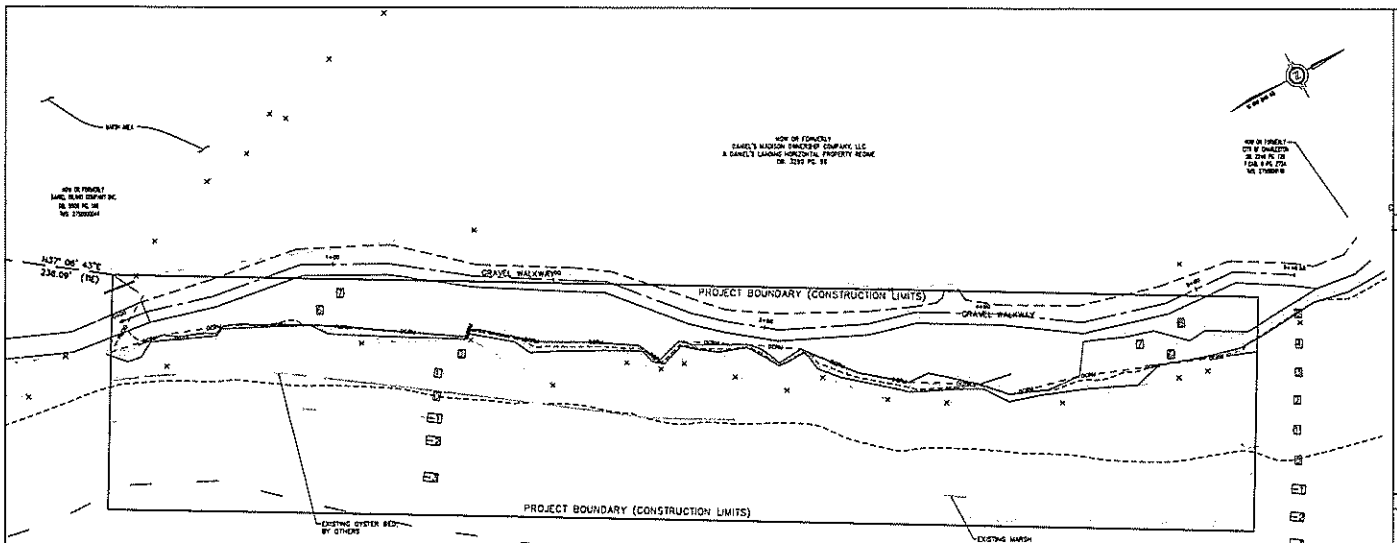
GENERAL NOTES

PROJECT NUMBER: 13-0423-010

Sym.	Revisions	Date

Drawn By:	SB
Design By:	NL
Checked By:	RM
Scale:	AS NOTED
Date:	JAN 2018

S-2



GENERAL NOTES:

1. SURVEY PROVIDED BY: MA ENGINEERING CONSULTANTS, INC.
2. HORIZONTAL DATUM: NAD 1983/2011(SC)
   VERTICAL DATUM: NAVD 1988
3. SURVEY BASED ON PHYSICAL EVIDENCE FOUND ON JULY 17, 2013.
4. BOUNDARY INFORMATION TAKEN FROM PLATS AS SHOWN.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT REPORT. MA ENGINEERING CONSULTANTS, INC., DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
6. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
7. THE OFF-SITE RIGHT-OF-WAY/PROPERTY LINE SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAY/PROPERTY LINES SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT-OF-WAY WIDTH/PROPERTY LINE OF ANY ADJACENT PROPERTIES.
8. THE SUBJECT PROPERTY IS LOCATED WITHIN 2,000' OF A HORIZONTAL NGS MONUMENT.
9. HORIZONTAL COORDINATES BASED UPON STATIC GNSS SURVEY PROCESSED THROUGH "OPUS" AND HAVE A 95% CONFIDENCE RATING. VERTICAL DATUM BASED ON NAVD '88.
10. PROPERTY MAY BE SUBJECT TO UNRECORDED RIGHT-OF-WAYS OR EASEMENTS NOT OBSERVED.
11. AREAS COMPUTED BY COORDINATE METHOD.
12. THIS PROPERTY IS (X) IS NOT ( ) LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA "VE", WITH A BASE FLOOD ELEVATION OF 14.00 NAVD '88 (13.01 NAVD '88) ACCORDING TO FLOOD INSURANCE RATE MAPS BY FEDERAL EMERGENCY MANAGEMENT AGENCY PANEL NUMBER 45019C0537J DATED NOVEMBER 17, 2004.
13. LOCATION OF EXISTING OYSTER BEDS AND MARSH GRASSES SURVEYED BY TIDEWATER, A JMT DIVISION, ON NOVEMBER 3, 2015 FOR PLANNING PURPOSES. CONTRACTOR TO FIELD LOCATE ALL OYSTER BEDS AND MARSH GRASSES PRIOR TO ANY CONSTRUCTION OR DEMOLITION ACTIVITIES.
14. CRITICAL LINE APPROVED BY OCRM ON SEPTEMBER 3, 2015.

LEGEND

- EXISTING MARSH AREA
- MEAN LOWER LOW WATER
- OCRM OCEAN & COASTAL RESOURCE MANAGEMENT
- PROPERTY LINES UNSURVEYED

1 EXISTING CONDITIONS
S-3 SCALE: 1" = 20'-0"

SCALE: 1" = 20'-0"

WANDO RIVER

MEAN HIGHER-HIGH WATER (MHHW): 2.7' (NAVD '88)
MEAN LOWER-LOW WATER (MLLW): -3.18 (NAVD '88)

CITY OF CHARLESTON: DEPT OF PARKS

ENGINEER OF RECORD

C.O.A.

JMT

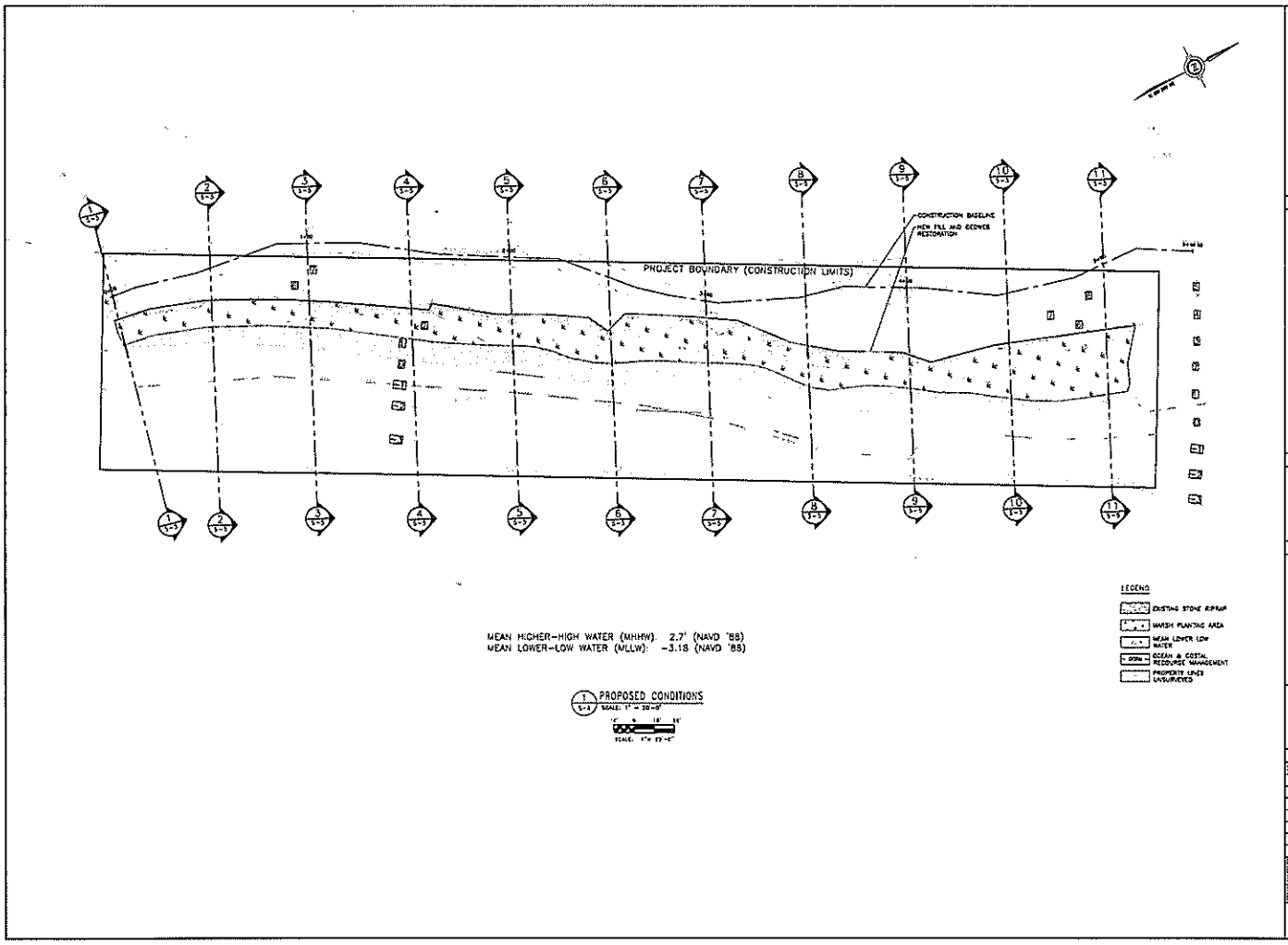
DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT CP1722

EXISTING CONDITIONS

Sym.	Revisions	Date

Drawn by: BB
Design By: NL
Checked by: RM
Scale: AS NOTED
Date: JAN 2018

S-3



CITY OF CHARLESTON: DEPT OF PARKS

ENGINEER OF RECORD

JOHNSON, MIRMIRAN & THOMPSON, INC.

C.O.A.

JMT

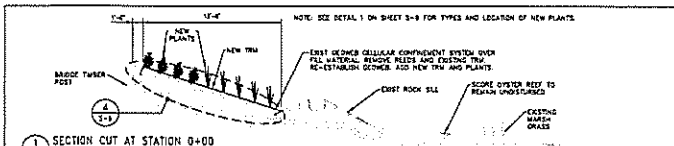
DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT CP1722

PROPOSED SHORELINE RESTORATION PLAN

Sym.	Revisions	Date

Drawn by: SB
Design by: NL
Checked by: RM
Scale: AS NOTED
Date: JAN 2018

S-4



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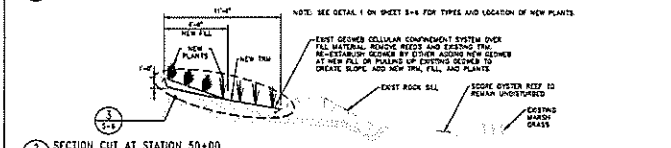

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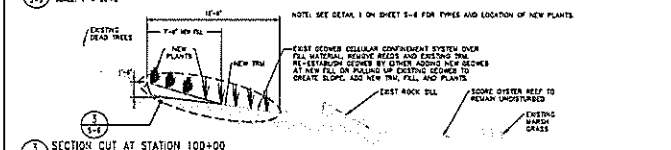

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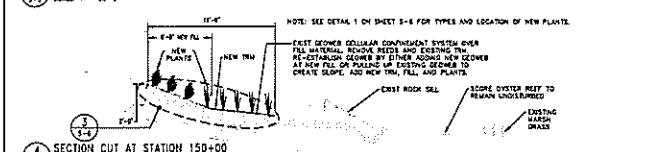

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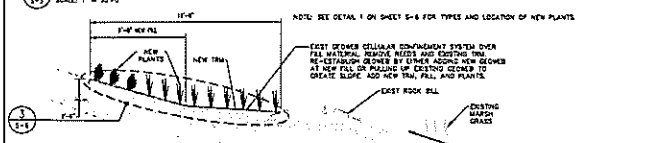

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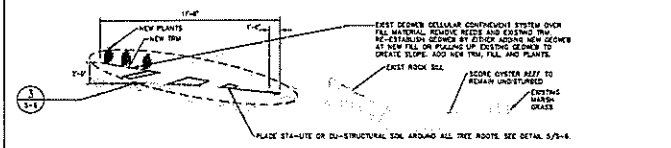

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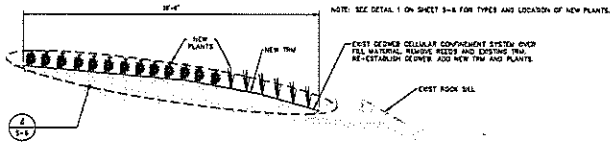

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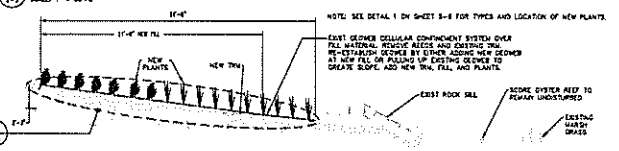

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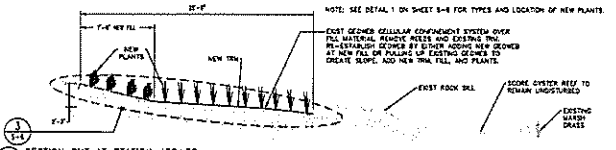

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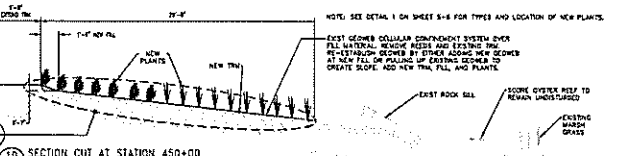

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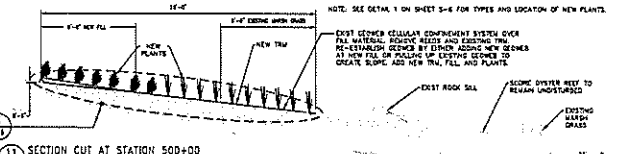


11 / S-5 SECTION CUT AT STATION 500+00
SCALE: 1" = 30'-0"

SCALE: 1" = 10'-0"

CITY OF CHARLESTON: DEPT OF PARKS

ENGINEER OF RECORD

JOHNSON, MIRMIRAN & THOMPSON, INC.

JMT

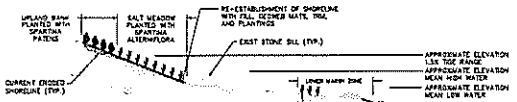
DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT CP1722

TYPICAL CROSS-SECTIONS

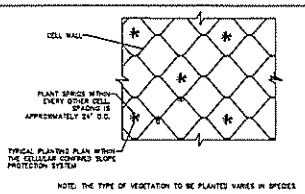
Sym.	Revisions	Date

Drawn by: BB
Design by: KL
Checked by: RM
Scale: AS NOTED
Date: JAN 2018

S-5

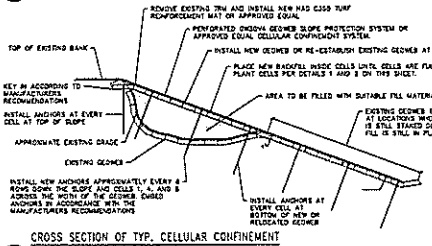


1 CROSS SECTION OF THE PLANTING ZONES (TYP.)
S-6 SCALE: NOT TO SCALE

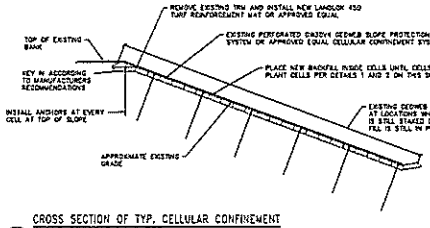


NOTE: THE TYPE OF VEGETATION TO BE PLANTED VARIES IN SPECIES

2 TYPICAL PLAN OF PLANTINGS
S-6 SCALE: NOT TO SCALE



CROSS SECTION OF TYP. CELLULAR CONFINEMENT
3 SLOPE PROTECTION SYSTEM
S-6 SCALE: NOT TO SCALE



CROSS SECTION OF TYP. CELLULAR CONFINEMENT
4 SLOPE PROTECTION SYSTEM II
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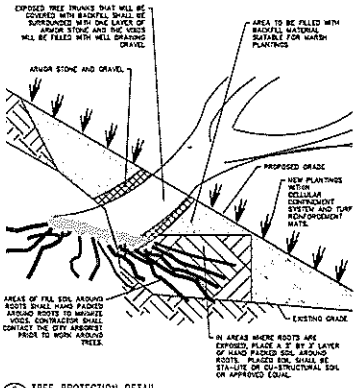
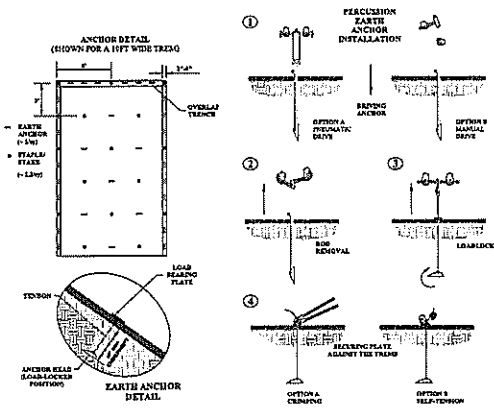


5 TREE PROTECTION DETAIL
S-6 SCALE: NOT TO SCALE



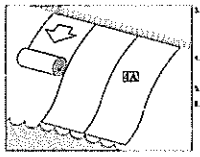
ANCHORING DETAIL
THE PERFORMANCE OF GROUND ANCHORING DEVICES IS HIGHLY DEPENDENT ON NUMEROUS SITE/PROJECT SPECIFIC VARIABLES. IT IS THE SOLE RESPONSIBILITY OF THE PROJECT ENGINEER AND/OR CONTRACTOR TO SELECT THE APPROPRIATE ANCHOR TYPE AND LENGTH. ANCHORING SHALL BE SELECTED TO HOLD THE MAT IN INTIMATE CONTACT WITH THE SOIL SUBGRADE AND RESIST PULLOUT IN ACCORDANCE WITH THE PROJECT'S DESIGN INTENT.

1. STAPLES AND/OR STAKES SHOULD BE AT LEAST 6" (15 CM) IN LENGTH AND WITH SUFFICIENT GROUND PENETRATION TO RESIST PULLOUT. LONGER STAPLES AND/OR STAKES MAY BE NEEDED IN LOOSER SOILS.
2. THE PERCUSSION EARTH ANCHOR ASSEMBLY CONSISTS OF AN ANCHOR HEAD, A TENSION, A FACEPLATE, AND AN END-PIECE DEVICE. SEE TENSAR NORTH AMERICAN GREEN EARTH ANCHOR SPECIFICATION FOR DETAILED INFORMATION ON ASSEMBLY COMPONENTS AND ASSOCIATED PULL-OUT STRENGTH.

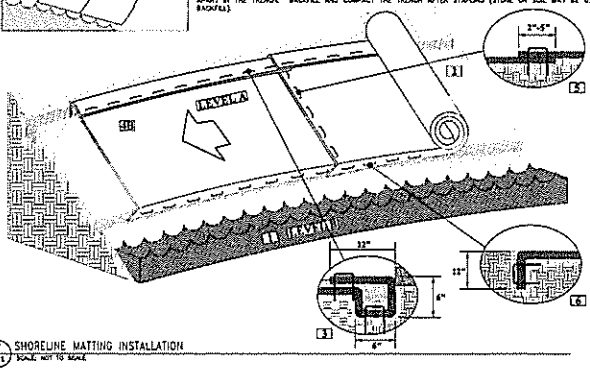
PERCUSSION EARTH ANCHOR INSTALLATION
1. INSERT THE DRIVE ROD INTO THE ASSEMBLY'S ANCHOR HEAD THEN USE A DRIVER, A SLEDGE HAMMER OR PNEUMATIC HAMMER TO DRIVE THE ANCHOR TO THEIR DESIRED DEPTH.
2. AFTER THE DESIRED ANCHOR DEPTH IS ACHIEVED, RETRACT THE DRIVE ROD.
3. LOCK THE ANCHOR ASSEMBLY BY SIMPLY PULLING THE CABLE UPWARDS UNTIL THE ANCHOR HEAD ROTATES AT SIGNALED BY SUDDEN RESISTANCE TO PULLING. A HOOKED SETTING TOOL MAY BE USED TO AID IN THIS STEP. NOTE: EARTHEN ANCHORS MAY REQUIRE MORE FORCE TO SET THE ANCHOR. THIS CAN BE ACHIEVED THROUGH USING SIMPLE MECHANICAL EQUIPMENT FOR GREATER LEVERAGE, SUCH AS A FULCRUM, MANUAL OR HYDRAULIC JACK, WINCH, OR POST PULLER.
4. SECURE THE FACEPLATE TO THE MATRIX SURFACE BY LOCKING THE END-PIECE. IF USING A COPPER OR ALUMINUM STOP, DRIVE THE FERRULE TO SECURE. IF USING A SELF-TENSIONING END-PIECE (CRIMP OR WEDGE STYLE) SET BY SIMPLY TIGHTENING THE END-PIECE AGAINST THE FACEPLATE. IF DESIRED, CUT THE REMAINING CABLE ASSEMBLY, ABOVE END-PIECE, TO DESIRED LENGTH.

SEEDING AND VEGETATING
WHEN USING A COMPOSITE TURF REINFORCEMENT MAT (C-TRM) WITH FIBER COMPONENTS:
1. PRE-SEED PREPARED SOILS PRIOR TO THE INSTALLATION OF THE C-TRM. INSTALL MATTING AS DIRECTED. C-TRM DOES NOT REQUIRE SOIL INFILL OR A TOP DRESSING OF SEED. OVERSEEDING MAY BE DONE AS A SECONDARY FORM OF SEEDING.
2. SOD MAY BE INSTALLED IN PLACE OF SEEDING ON TOP OF THE C-TRM. ADDITIONAL STAPLING OF SOD IS RECOMMENDED IN HIGH-FLOW CONDITIONS. SODDED AREAS SHOULD BE IRRIGATED UNTIL ROOTING THROUGH THE MAT AND INTO SUBGRADE OCCURS.

6 SLOPE ANCHOR INSTALLATION DETAIL
S-6 SCALE: NOT TO SCALE



1. FOR CASCH INSTALLATION, LOWER WATER LEVEL FROM LEVEL A TO LEVEL B BEFORE INSTALLATION.
2. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (REPS). INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED.
3. BEGIN AT THE TOP OF THE SHORELINE, BY ANCHORING THE REPS IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF REPS EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE REPS WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO THE COMPACTED SOIL AND FOLD THE REMAINING 12" PORTION OF REPS BACK OVER THE SEED AND COMPACTED SOIL. SECURE REPS OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE REPS.
4. ROLL REPS EITHER (A) DOWN THE SHORELINE FOR LONG BANKS (TOP TO BOTTOM) OR (B) HORIZONTALLY ACROSS THE SHORELINE SLOPE. REPS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL REPS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE.
5. THE EDGES OF ALL HORIZONTAL AND VERTICAL SEAMS MUST BE STAPLED WITH APPROXIMATELY 3" - 5" OVERLAP. NOTE: ON STREAMBANK APPLICATIONS SEAM OVERLAPS SHOULD BE SHINGLED IN THE PREDOMINANT FLOW DIRECTION.
6. THE EDGES OF THE REPS AT OR BELOW NORMAL WATER LEVEL MUST BE ANCHORED BY PLACING THE REPS IN A 12" DEEP X 6" WIDE ANCHOR TRENCH. ANCHOR THE REPS WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART IN THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING (STONE OR SOIL MAY BE USED AS BACKFILL).



7 SHOREUNE MATTING INSTALLATION
S-6 SCALE: NOT TO SCALE

CITY OF CHARLESTON: DEPT OF PARKS
823 MEETING ST.
CHARLESTON, SC 29403
(843) 579-7562

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
NO. 27771
ENGINEER OF RECORD

SOUTH CAROLINA JOHNSON, MIRMIRAN & THOMPSON, INC.
Aa 2843
C.O.A.

JMT
JOHNSON, MIRMIRAN & THOMPSON
Engineering • Architecture • Science
853 HOUSTON NORTHCUTT BLVD.
SUITE 100
MT PLEASANT, SC 29464
843.849.3414
www.JMT.COM

DANIEL ISLAND SHORELINE RESTORATION REPAIR PROJECT CP1722

PLANTS, GEOWEB AND TRM DETAILS

PROJECT NUMBER: 13-04934-14

Sym.	Revisions	Date

Drawn by: SB
Design by: NL
Checked by: RW
Scale: AS NOTED
Date: JAN 2016

S-6

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SOUTH CAROLINA
LICENSED PROFESSIONAL ENGINEER
1-2-18
NO. 27771
SHANNON L BOYD

SOUTH CAROLINA
JOHNSON, MIRMIRAN & THOMPSON, INC.
No. 3943
CERTIFICATE OF AUTHORIZATION

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Miscellaneous provisions.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: CP-1722

1. Project Location: Daniel Island, SC.

B. Owner: City of Charleston: Department of Parks

1. Owner's Representative: Nate Yokohama

C. Engineer: JMT, Inc.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. The "work" under this contract includes the furnishing of all labor, materials, equipment, and all items and services of every nature whether particularly mentioned or not that is required to complete the project.

The work includes the repair of approximately 500 linear foot of planted shoreline along the pedestrian trail that runs along the Wando River on Daniel Island, SC. The area was damaged after Hurricane Irma. The area between the inside toe of the rock sill and the shoreline is to be backfilled with suitable material to repair the slope of the planted area. Cellular geosynthetic mats will be either added or moved from their current position to retain the fill material. The cells of the geosynthetic will be filled with sprigs of marsh

vegetation varying in species. The Contractor shall perform all work required to complete the project in accordance with the contract documents, these specifications, and all applicable federal, state, and local regulations and will conform to all conditions the permits obtained by the City of Charleston.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. The existing bridge to the site is designed for pedestrian loading. Contractor shall not drive over bridge.

C. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.6 MISCELLANEOUS PROVISIONS

A. EXISTING SITE CONDITIONS: Data on the drawings pertaining to present conditions, dimensions, type of construction, obstructions on or near site, location of utilities, etc. have been obtained from sources believed reliable, but accuracy of such data is not guaranteed and is furnished solely for accommodation of the Contractor. The Contractor shall, prior to excavating, verify the location of all buried utilities, including buried power or gas lines.

B. LINES, GRADES, AND MEASUREMENTS: The Contractor will establish his own working lines and grades from the basic reference lines, benchmarks, and coordinates supplied by Engineer and shall be responsible for accuracy of the same.

C. RESTORATION OF DISTURBED AREAS: All areas disturbed by, during, or remaining as a result of construction activities shall be restored to their original or better condition.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.3 MINOR CHANGES IN THE WORK

A. Engineer will issue supplemental instructions upon the Owner's approval, authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Engineer will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Engineer are for information only. Do not consider them instruction either to stop work in progress or to execute the proposed change.

2. Within 5 business days after receipt of Proposal Request, Contractor to submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Engineer.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include costs of labor and supervision directly attributable to the change.

5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

C. Proposal Request Form: A proposal request for on the Contractor's Letterhead.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Engineer will issue a Change Order for signatures of Owner and Contractor on Change Order Form.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: Engineer may issue a Construction Change Directive after the Owner has authorized it. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 – MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Measurement and payment criteria applicable to the Work performed under a unit price payment method.
2. Defect assessment and non-payment for rejected work.
3. Administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.
b. Submittal schedule.
c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to Engineer at earliest possible date, but no later than 7 days before the date scheduled for submittal of initial Applications for Payment.

3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.

4. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values.

1. Identification: Include the following Project identification on the schedule of values:

   a. Project name and location.
   b. Name of Engineer.
   c. Engineer's project number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

   a. Related Specification Section or Division.
   b. Description of the Work.
   c. Name of subcontractor.
   d. Name of manufacturer or fabricator.
   e. Name of supplier.
   f. Change Orders (numbers) that affect value.
   g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

      1) Labor.
      2) Materials.
      3) Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports.

4. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

   a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

6. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.

7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

   a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 AUTHORITY

A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.

B. Take all measurements and compute quantities. The Engineer will verify measurements and quantities.

C. Assist by providing necessary documents, files, equipment, workers, and survey personnel as required.

1.6 MEASUREMENT OF QUANTITIES

A. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

B. Measurement by Area: Measured by square dimension using mean length and width or radius.

C. Linear Measurement: Measured by linear dimension, at the item centerline or mean cord.

D. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.7 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use forms acceptable to Engineer and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

3. Provide summary documentation for stored materials indicating the following:

a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Engineer by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

2. Waiver Forms: Submit executed waivers of lien on forms, acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Products list (preliminary if not final).
5. Schedule of unit prices.
6. Submittal schedule (preliminary if not final).
7. List of Contractor's staff assignments.
8. List of Contractor's principal consultants.
9. Copies of building permits.
10. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
11. Initial progress report.
12. Report of preconstruction conference.

13. Certificates of insurance and insurance policies.
14. Performance and payment bonds.
15. Data needed to acquire Owner's insurance.

H. Application for Payment at Substantial Completion: After Engineer issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. Evidence that claims have been settled.
5. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
6. Final liquidated damages settlement statement.

1.8 PAYMENT

A. Payment Includes: Full compensation for all required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit sum/price for Work which is incorporated in or made necessary by the Work.

1.9 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer/Owner, it is not practical to remove and replace the Work, the Engineer /Owner will direct one of the following remedies:

1. The defective Work may remain, but the unit sum/price will be adjusted to a new sum/price at the discretion of the Engineer/Owner.

2. The defective Work will be partially repaired to the instructions of the Engineer/Owner, and the unit sum/price will be adjusted to a new sum/price reduced 50 percent at the discretion of the Engineer/Owner.

C. The individual specification sections may modify these options or may identify a specific formula or percentage sum/price reduction.

D. The authority of the Engineer/ Owner to assess the defect and identify payment adjustments is final.

1.10 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected Products.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Administrative and supervisory personnel.
2. Project meetings.
3. Requests for Interpretation (RFIs).

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarifications of the Contract Documents.

1.4 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.

1. Post copies of list in project meeting room, in temporary field office, by each temporary telephone. Keep list current at all times.

1.5 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate

construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.

2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's construction schedule.
2. Preparation of the schedule of values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Preinstallation conferences.
7. Project closeout activities.
8. Startup and adjustment of systems.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.6 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. General: In addition to Project Superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include special personnel required for coordination of operations with other contractors.

1.7 REQUESTS FOR INTERPRETATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.

1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.

2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:

1. Project name.
2. Project number.
3. Date.
4. Name of Contractor.
5. Name of Engineer.
6. RFI number, numbered sequentially.
7. RFI subject.
8. Specification Section number and title and related paragraphs, as appropriate.
9. Drawing number and detail references, as appropriate.
10. Field dimensions and conditions, as appropriate.
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature.
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer.

1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow 7 working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.

1. The following Contractor-generated RFIs will be returned without action:

    a. Requests for approval of submittals.
    b. Requests for approval of substitutions.
    c. Requests for approval of Contractor's means and methods.
    d. Requests for coordination information already indicated in the Contract Documents.
    e. Requests for adjustments in the Contract Time or the Contract Sum.
    f. Requests for interpretation of Engineer's actions on submittals.
    g. Incomplete RFIs or inaccurately prepared RFIs.

2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.

3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 012600 "Contract Modification Procedures."

a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Include the following:

1. Project name.
2. Name and address of Contractor.
3. Name and address of Engineer
4. RFI number including RFIs that were returned without action or withdrawn.
5. RFI description.
6. Date the RFI was submitted.
7. Date Engineer's response was received.

F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within 3 days if Contractor disagrees with response.

1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

1.8 PROJECT MEETINGS

A. General: Schedule and conduct meetings and conferences at Project site unless otherwise indicated.

1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Engineer of scheduled meeting dates and times.

2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.

3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, and Engineer, within 3 days of the meeting.

B. Preconstruction Conference: Engineer will schedule a preconstruction conference within 14 days of issuance of Notice to Proceed, to be attended by all project managers, Contractor's field superintendent, and representatives of major sub-contractors. Prior to this time, contractor shall make specified pre-construction submittals including the following:

1. List of Contractor's sub-contractors, consultant and personnel with contact phone numbers, emails and addresses.
2. List of the submittals required for the work as indicated in individual specification sections and/or plans, including a schedule for submittals.
3. Certificates of Insurance.
4. Construction Schedule
5. Schedule of Values
6. Permits
7. Specified bonds

8. Executed contract agreement.

C. Preconstruction meeting: agenda will include the following:

1. Processing applications for payment
2. Processing and distribution for submittal
3. Maintenance of record documents
4. Procedure for field changes, change estimates, change orders, ect.
5. Site security
6. Temporary facilities and equipment.
7. Provide a staging plan that identifies location and maintenance of temporary storage area, field offices, vehicular parking and access, waste, disposal etc.
8. Safety and First Aid Plan.

D. Progress Meetings: Conduct progress meetings at weekly intervals. Coordinate dates of meetings with preparation of payment requests.

1. To enable orderly review during the progress of the Work, and to provide for systematic discussion of problems and issue, the Engineer will conduct progress meetings at the project site at regularly scheduled intervals and will notify the Owner, Engineer, Contractor of scheduled dates. Coordinate dates of meetings with preparation of payment request.

2. In addition to representatives above, each subcontractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of activities shall be presented at these meetings as needed. The contractor's relationship with the his/her subcontractor are the contractor's responsibility and not part of the meetings.

3. Agenda: Review the report of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.

   a. Construction Schedule: Review progress since last meeting. Determine where each activity is in relation to the Contractor's construction schedule, whether on time, ahead or behind schedule. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract time.
   b. Review the present and future needs of each entity present including but not limited to, such items as: Interface requirement, status of submissions, time sequence, deliveries, off site fabrication status, access, site utilization, temporary facilities and services, hours of work, hazard and risks, housekeeping, quality and work standards, change order requests documentation for payment requests.
   c. The Contractor shall prepare the meeting reports for each Project Progress Meeting and distribute the report within 24 hours of the meeting.
   d. Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule as deemed necessary by the Engineer.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Project Payment Meetings

1. Hold Payment Meetings immediately after Project Progress Meetings. Payment Meetings are intended to create a forum for the orderly review of the progress of the work as it

relates to the Contractor's applications for progress payments. Payment Meetings are to be attended by the Engineer, Contractor and appropriate team member.

2. Refer to General Conditions and appropriate forms for general provisions governing schedule of values and applications for payments. Use specifications Sections as listed in Table of Contents for format for listing costs, where applicable.

3. Contractor shall have a "pencil copy" draft of applications for Payment at Project Payment meeting. Contract shall make revisions based on meeting and submit in final form to Engineer.

4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

F. Substantial Completion Meeting

1. Refer to General Conditions and appropriate form governing Certificate of Substantial Completion, Contractor's Affidavit of Release of Liens, and Consent of Surety to final Payment. Use same format as Application for Payment for list of items.

2. Schedule Substantial Completion meeting to immediately follow Project Progress Meeting.

3. Minutes: Entity conducting meeting will record and distribute meeting minutes.

G. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Engineer, but no later than 14 days prior to the scheduled date of Substantial Completion.

1. Conduct the conference to review requirements and responsibilities related to Project closeout.
2. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:

   a. Preparation of record documents.
   b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
   c. Submittal of written warranties.
   d. Coordination of separate contracts.
   e. Owner's partial occupancy requirements.
   f. Installation of Owner's furniture, fixtures, and equipment.
   g. Responsibility for removing temporary facilities and controls.

3. Minutes: Entity conducting meeting will record and distribute meeting minutes.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's construction schedule.
2. Submittal Schedule.
3. Field condition reports.

1.3 SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. Working electronic copy of schedule file, where indicated.
2. PDF electronic file.

B. Contractor's Construction Schedule: Submit 2 opaque copies of the initial schedule, of size large enough to display entire schedule for entire construction period.

1. Submit an electronic copy of schedule, using appropriate software, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

C. Field Condition Reports: Submit 2 copies at time of discovery of differing conditions.

D. Construction Schedule Updating Reports: Submit with Applications for Payment.

E. Daily Construction Reports: Submit at weekly intervals.

F. Material Location Reports: Submit at weekly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

H. Special Reports: Submit at time of unusual event.

I. Qualification Data: For scheduling consultant.

1.4 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, List of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.

2. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.

3. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Section 011000 "Summary." Delivery dates indicated stipulate the earliest possible delivery date.

4. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.
b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

5. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.

c. Purchases.
d. Sample testing.
e. Deliveries.
f. Installation.
g. Tests and inspections.

6. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities.

C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

D. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:

1. Unresolved issues.
2. Unanswered Requests for Information.
3. Rejected or unreturned submittals.
4. Notations on returned submittals.
5. Pending modifications affecting the Work and Contract Time.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 14 days of date established for the Notice to Proceed.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 2 months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. Equipment at Project site.
5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.

8. Meetings and significant decisions.
9. Unusual events (see special reports).
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
12. Emergency procedures.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Engineer, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

1. Preconstruction photographs.
2. Periodic construction photographs.
3. Final completion construction photographs.

B. Related Requirements:

1. Section 013300 "Submittal Procedures" for submitting photographic documentation.
2. Section 017700 "Closeout Procedures" for submitting photographic documentation as project record documents at Project closeout.

1.3 SUBMITTALS

A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and videotape. Indicate elevation or story of construction. Include same information as corresponding photographic documentation.

B. Construction Photographs: Submit digital files of each photographic view within 7 days of taking photographs.

1. Digital Images: Submit a complete set of digital image electronic files as a Project Record Document on CD-ROM. Identify electronic media with date photographs were taken. Submit images that have the same aspect ratio as the senor, uncropped.

1.4 USAGE RIGHTS

A. Obtain and transfer copyright usage rights from photographer to Owner for unlimited reproduction of photographic documentation.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPG format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

PART 3 - EXECUTION

3.1 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.

1. Date and Time: Include date and time in file name for each image.

2. Field Office Images: Maintain one set of images accessible in the field office at Project site, available at all times for reference. Identify images in the same manner as those submitted to Engineer.

C. Preconstruction Photographs: Before starting construction, take photographs of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer or Owner.

1. Take 20 photographs to show existing conditions adjacent to property before starting the Work.

2. Take 20 photographs of existing buildings either on or adjoining property to accurately record physical conditions at start of construction.

3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

D. Periodic Construction Photographs: Take 20 photographs weekly. Select vantage points to show status of construction and progress since last photographs were taken.

E. Engineer or Owner Directed Construction Photographs: From time to time, the Engineer or Owner will instruct photographer about number and frequency of photographs and general directions on vantage points. Select actual vantage points and take photographs to show the status of construction and progress since last photographs were taken.

F. Final Completion Construction Photographs: Take 20 color photographs after date of Substantial Completion for submission as project record documents. E

G. Additional Photographs: Engineer may request photographs in addition to periodic photographs specified. Additional photographs will be paid for by the contractor.

1. Three days' notice will be given, where feasible.

2. In emergency situations, take additional photographs within 24 hours of request.

3. Circumstances that could require additional photographs include, but are not limited to, the following:

a. Special events planned at Project site.

b. Immediate follow-up when on-site events result in construction damage or losses.
c. Photographs to be taken at fabrication locations away from Project site. These photographs are not subject to unit prices or unit-cost allowances.
d. Substantial Completion of a major phase or component of the Work.
e. Extra record photographs at time of final acceptance.
f. Owner's request for special publicity photographs.

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples and other submittals.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Engineer's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Engineer's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

1.3 SUBMITTAL SCHEDULE

A. Submittal Schedule: Submit, as an action submittal, a list of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Engineer and additional time for handling and reviewing submittals required by those corrections. The Engineer is to receive at least 15 calendars days to review.

1.4 SUBMITTAL FORMATS

A. Submittal Information: Include the following information in each submittal:

1. Project name.
2. Date.
3. Name of Engineer.
4. Name of Construction Manager.
5. Name of Contractor.
6. Name of firm or entity that prepared submittal.
7. Names of subcontractor, manufacturer, and supplier.
8. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier; and alphanumeric suffix for resubmittals.
9. Category and type of submittal.
10. Submittal purpose and description.
11. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
12. Drawing number and detail references, as appropriate.
13. Indication of full or partial submittal.
14. Location(s) where product is to be installed, as appropriate.

15. Other necessary identification.
16. Remarks.
17. Signature of transmitter.

B. Options: Identify options requiring selection by Engineer.

C. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Engineer on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.

D. PDF Submittals: Prepare submittals as PDF package, incorporating complete information into each PDF file. Name PDF file with submittal number.

1.5 SUBMITTAL PROCEDURES

A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.

1. Email: Prepare submittals as PDF package, and transmit to Engineer by sending via email. Include PDF transmittal form. Include information in email subject line as requested by Engineer.

   a. Engineer will return annotated file. Annotate and retain one copy of file as a digital Project Record Document file.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review submittals concurrently for coordination.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 15 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.

D. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

E. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

F. Use for Construction: Retain complete copies of submittals on the Project site. Use only final action submittals that are marked with approval notation from Engineer's action stamp.

1.6 SUBMITTAL REQUIREMENTS

A. Required Submittals: Submit shop drawing, product data, initial selection samples, verification samples, calculations, coordination drawings, schedules, and all other submittals as specified for each art of the work.

1. Substitutions: where a submittal proposes a material or product different than specified, clearly note substation on the submittal and include Substitution Request form for each item.

B. Submittal Schedule: Within 14 days after award of contract and before first application for payment, prepare a list of submittals and propose date first due at Engineer's office and propose date due to be returned to contractor. Use submittal references numbers on submittal schedule as indicated below. Allow proper time for reviewing each submittal at least 14 days before fabrication or use on the site is schedule to begin.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
   a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Contractors Preparation of Submittals: Modify and customize all submittal to show interface and coordination with adjacent work, all dimension, and actual field conditions. Identify each submittal with name of project, date, or origination, Contractor's name, subcontractor's name, manufacturers name, fabricator's name, submittal name, and description and individual reference number including relevant specification section, as applicable. Clearly note and fully describe all qualifications and all deviations from the requirements of the Contract Documents.

1. Stamp, date, sign each submittal to show the Contractor's review and approval before delivery to Irrigation Consultant's office. Leave space for Irrigation Consultant's stamp and notations.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. Product Data Submittal Quantities: Submit at least one copy in a reproducible format and four additional copies. Engineer will return three copies to the Contractor is not rejected; if rejected; only two copies will be returned. Provide, reproduce and distribute additional copies as needed.
2. Installer copy: Verify that the installer has a current copy of the relevant product data, including installation instructions, before permitting installation to begin.

3. If information must be specially prepared for submittal because standard published data are unsuitable for use, submit as Shop Drawings, not as Product Data.
4. Mark each copy of each submittal to show which products and options are applicable.
5. Include the following information, as applicable:

   a. Manufacturer's catalog cuts.
   b. Manufacturer's product specifications.
   c. Standard color charts.
   d. Statement of compliance with specified referenced standards.
   e. Testing by recognized testing agency.
   f. Application of testing agency labels and seals.
   g. Notation of coordination requirements.
   h. Availability and delivery time information.

6. For equipment, include the following in addition to the above, as applicable:

   a. Wiring diagrams that show factory-installed wiring.
   b. Printed performance curves.
   c. Operational range diagrams.
   d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

7. Submit Product Data before Shop Drawings, and before or concurrent with Samples.

C. Shop Drawings: Provide accurately prepared, large scale and detailed shop drawings prepared specifically for this project in a reproducible format. Show adjacent conditions and related work.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Relationship to adjoining construction clearly indicated.
   n. Seal and signature of professional engineer if specified.
   o. Wiring Diagrams: Differentiate between manufacturer-installed and field-

installed wiring.

2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
3. Number of Copies: Submit two opaque (bond) copies of each submittal. Engineer will return one copy.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Permanently attach label on unexposed side of Samples that includes the following:

   a. Project name and submittal number.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Number and title of applicable Specification Section.
   f. Specification paragraph number and generic name of each item.

3. Disposition: Maintain sets of approved samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

E. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.

G. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

H. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

I. Test and Research Reports:

1. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
2. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

6. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization.
    b. Date of evaluation.
    c. Time period when report is in effect.
    d. Product and manufacturers' names.
    e. Description of product.
    f. Test procedures and results.
    g. Limitations of use.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineer and owners, and other information specified.

D. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

E. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

2.3 Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

A. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

C. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

D. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.

E. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

F. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Irrigation Consultant.

1. Engineer will not review submittals that include MSDSs and will return the entire submittal for resubmittal.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.

B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

1. Engineer will not review submittals received from Contractor that do not have Contractor's review and approval.

3.2 ENGINEER'S REVIEW

A. General: Engineer will review each submittal, indicate corrections or revisions required, and return it.

B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Approved: Where submittals are marked "Approved" or "Accepted," that part of Work covered by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend upon that compliance.
2. Approved as Noted: When submittals are marked "Approved as Noted," that part of Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents; final acceptance will depend on that compliance.

3. Revise and Resubmit: When submittal is marked "Revise and Resubmit," do not proceed with that part of Work covered by submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare new submittal in accordance with notations; resubmit without delay. Repeat if necessary to obtain different action mark.
4. Other Action: Where submittal is primarily for information or record purposes, special processing or other activity, submittal will be returned, marked "Not Reviewed".

C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Engineer will return without review submittals received from sources other than Contractor.

F. Submittals not required by the Contract Documents will be returned by Engineer without action.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "Approved" or "Accepted".

END OF SECTION 013300

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1.3 DEFINITIONS

A. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.

B. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

C. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

E. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of 3 previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Name and signature of laboratory inspector.
12. Recommendations on retesting and reinspecting.

E. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.5 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within prior to preconstruction conference. Submit in format acceptable to Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.

B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.

D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into

compliance with standards of workmanship established by Contract requirements and approved mockups.

E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer.
2. Notify Engineer 7 days in advance of dates and times when mockups will be constructed.
3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
4. Demonstrate the proposed range of aesthetic effects and workmanship.
5. Obtain Engineer's approval of mockups before starting work, fabrication, or construction.

a. Allow 7 days for initial review and each re-review of each mockup.

6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed unless otherwise indicated.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:

1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USAGE CHARGES

A. General: Installation and removal of, and usage charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including, but not limited to Engineer, testing agencies, and authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 TEMPORARY CONTROLS

A. Barricades: Erect and maintain temporary barricades to limit public access to hazardous areas. Whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic barricades will be required. Securely place barricades clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

3.2 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

B. Water Service: Contractor will furnish and pay all cost for water used in the execution of the work, and shall provide any temporary water line required.

C. Sanitary Facilities: Contractor will furnish and pay all cost for temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

D. Temporary Heating and Cooling: Contractor will furnish and pay all cost for temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity.

E. Lighting and Power: Contractor will furnish and pay all cost for all temporary light and power, including all wiring, lamps and miscellaneous equipment required for the completion and inspection of the work.

F. Telephone Service: Contractor will furnish and pay all cost for a temporary telephone service in common-use facilities for use by all construction personnel.

3.4 SUPPORT FACILITIES INSTALLATION

A. Parking: Use designated areas for construction personnel.

B. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.

1. Identification Signs: Provide Project identification signs as indicated on Drawings.

2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.

a. Provide temporary, directional signs for construction personnel and visitors.

3. Maintain and touch up signs so they are legible at all times.

C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair any damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Comply with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways.

D. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each workday.

E. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

END OF SECTION 015000

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection Procedures
2. Substantial Completion procedures.
3. Final completion procedures.
4. Warranties.
5. Final cleaning.
6. Repair of the Work.

1.3 ACTION SUBMITTALS

A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

B. Certified List of Incomplete Items: Final submittal at Final Completion.

1.4 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.

2. Advise Owner of pending insurance changeover requirements.

3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.

8. Complete startup testing of systems.

9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

11. Advise Owner of changeover in heat and other utilities.

12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.

13. Complete final cleaning requirements, including touchup painting.

14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

2. Results of completed inspection will form the basis of requirements for Final Completion.

C. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

D. Submittals Prior to Substantial Completion: Complete the following a minimum of 14 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction

photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit test/adjust/balance records.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:

1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."

2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.

4. Submit pest-control final inspection report.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. Use CSI Form 14.1A or other approved form.

1. Organize list of spaces in sequential order.

2. Include the following information at the top of each page:

a. Project name.
b. Date.
c. Name of Engineer
d. Name of Contractor.
e. Page number.

1.8 WARRANTIES

A. Time of Submittal: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.

2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.

3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
h. Sweep concrete floors broom clean in unoccupied spaces.
i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
k. Remove labels that are not permanent.
l. Wipe surfaces of equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that that already show evidence of repair or restoration.

a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 017700

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes specifications for the following:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Temporary erosion and sedimentation control.

B. Related Requirements:

1. Section 015000 "Temporary Facilities and Controls" for temporary erosion- and sedimentation-control measures.
2. Section 015639 "Temporary Tree and Plant Protection" for the protection of existing trees and plants.

1.3 DEFINITIONS

A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.

B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.

C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow.

D. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches (50 mm) in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.

E. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.

F. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction and indicated on Drawings.

G. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

A. Except for materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.

1. Use sufficiently detailed photographs or video recordings.

2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plant designated to remain.

1.6 FIELD CONDITIONS

A. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.

B. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.

C. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."

1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect and maintain benchmarks and survey control points from disturbance during construction.

B. Protect existing site improvements to remain from damage during construction.

1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.

B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

A. Protect trees and plants remaining on-site and repair or replace trees, shrubs, and other vegetation indicated to remain that are damaged by construction operations to their original condition as acceptable to Owner.

3.4 CLEARING AND GRUBBING

A. Remove obstructions, trees, shrubs, and other vegetation as directed by the Owner to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation other than what is directed by Owner.

B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.

1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches (200 mm), and compact each layer to a density equal to adjacent original ground.

3.5 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Excavating and filling for rough grading the Site.
2. Preparing subgrades for plants.

B. Related Requirements:

1. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
2. Section 329300 "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.

1.3 DEFINITIONS

A. Backfill: Soil material or controlled low-strength material used to fill an excavation.

B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.

F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. (0.57 cu. m) or more in volume that exceed a standard penetration resistance of 100 blows/2 inches (97 blows/50 mm) when tested by a geotechnical testing agency, according to ASTM D 1586.

I. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

J. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of the following manufactured products required:

1. Geotextiles.

B. Samples for Verification: For the following products, in sizes indicated below:

1. Geotextile: 12 by 12 inches (300 by 300 mm).

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each soil material proposed for fill and backfill and properties of stone for rock sill.

C. Pre-excavation Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

1.6 CONSTRUCTION TOLERANCES

A. The finished surface shall not deviate from the lines and grades shown on the construction drawings.

B. The intention is that the work shall be built generally to the required elevations, slope and grade and that the outer surfaces shall be generally even and present a neat appearance. Placed material not meeting these limits shall be removed or reworked as directed by the Engineer. Payment will not be made for excess material which the Owner permits to remain in place.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

B. Moisten or aerate material as necessary to provide the moisture content that will readily facilitate obtaining the specified compaction and slopes with the equipment used. Do not place material on surfaces that are muddy, frozen, or contain frost.

C. Placement of backfill soils in the vicinity of the exposed roots of trees shall be coordinated with the City Arborist.

D. Fill and backfill operations shall be performed with the following materials:

1. Fill around the Roots: Fill around the Roots: The fill placed in the vicinity of the exposed tree roots shall be Stalite or CU-Structural Soil or approved equal. This fill will be hand-placed and will extend 3 feet in any direction from the exposed roots.

2. Wetland fill: Wetland fill shall be determined by a botanist who has experience in wetland restoration.

2.2 GEOTEXTILES

A. Turf Reinforcement Mat: NAG 3350 or approved equal

PART 3 - EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.

B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.

B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.

1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 BACKFILL

A. Place and compact backfill in excavations promptly, but not before completing the following:

1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
2. Removing trash and debris.
3. Removing temporary shoring, bracing, and sheeting.
4. Installing permanent or temporary horizontal bracing on horizontally supported walls.

B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.4 SOIL FILL

A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.

B. Place and compact fill material in layers to required elevations as follows:

1. Under grass and planted areas, use satisfactory soil material.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.5 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches (200 mm) in loose depth for material compacted by heavy compaction equipment and not more than 4 inches (100 mm) in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.

C. Compact backfill soils to 90%.

3.6 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

3.7 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.

C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes specifications related to plants and planting.

1.3 DEFINITIONS

A. Backfill: The earth used to replace or the act of replacing earth in an excavation.

B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than diameter and depth recommended by ANSI Z60.1 for type and size of plant required.

D. Bare-Root Stock: Plants with a well-branched, fibrous-root system developed by transplanting or root pruning, with soil or growing medium removed, and with not less than the minimum root spread according to ANSI Z60.1 for type and size of plant required.

E. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

F. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.

G. Finish Grade: Elevation of finished surface of planting soil.

H. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.

I. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.

J. Planting Area: Areas to be planted.

K. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

L. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.

M. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.

N. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.

O. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Contractor to schedule and conduct a preinstallation conference at Project site at least 3 days prior to commencement of planting activities.

1.5 GENERAL CONDITIONS FOR BOTANIST

A. It shall be the responsibility of the Contractor to retain a Botanist, Biologist, Wetland Scientist, or other individual with similar qualifications and a minimum of 2 years' experience in similar wetlands replacements, and thoroughly versed in the regulations involved with this type of project. This individual, herein after referred to as "Botanist", shall be approved by the Engineer.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

1.7 INFORMATIONAL SUBMITTALS

A. Qualification Data:

1. For landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of owners' contact persons.

2. For Botanist. Provide qualifications that meet the requirements described within this specification for the Botanist, Biologist, Wetland Scientist, or other individual qualified.

B. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:

1. Manufacturer's certified analysis of standard products.

2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.

C. Pesticides and Herbicides: Product label and manufacturer's application instructions specific to Project.

D. Sample Warranty: For special warranty.

1.8 CLOSEOUT SUBMITTALS

A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.9 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced installer who has completed landscaping work similar in material, design, and extent to that indicated for this project and with a record of success landscape establishment.

1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.

2. Experience: 3 years experience in landscape installation.

3. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.

B. Topsoil analysis: Furnish a soil analysis made by a qualified independent soil-testing agency stating percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content of topsoil.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.

2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, water conveyance systems, or walkways.

3. Accompany each delivery of bulk materials with appropriate certificates.

C. Immediately after digging up bare-root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting. Transport in covered, temperature-controlled vehicles, and keep plants cool and protected from sun and wind at all times.

D. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.

E. Handle planting stock by root ball.

F. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F (16 to 18 deg C) until planting.

G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.

1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.

H. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

I. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.

1. Heel-in bare-root stock. Soak roots that are in less than moist condition in water for two hours. Reject plants with dry roots.

2. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.

3. Do not remove container-grown stock from containers before time of planting.

4. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.11 FIELD CONDITIONS

A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.

B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.12 WARRANTY

A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.

1. First Inspection:

a. An inspection shall be conducted at the end of the first full growing season, or 180 growing season days after planting, whichever comes first. Following this inspection, the Contractor is required to replace all plants that have not shown satisfactory evidence of establishment, and to reseed any areas that have not achieved at least 50 percent cover with wetland herbaceous species. 50 percent healthy foliage shall be assumed satisfactory evidence of growth after the first growing season. All dead or unsatisfactory plants shall be removed and replaced in kind and size by the contractor, at no additional cost to the owner, with plants as originally established under this specification and planting plan.

2. Second Inspection:

a. A second inspection shall be made at the end of the second growing season. Following this inspection, the Contractor is required to replace all plants that are not healthy or are not flourishing. At the time of the second inspection, the Botanist shall determine whether the wetland replacement area has achieved the required 75 percent re-vegetation with wetland plant species. 75 percent cover by wetland species shall be assumed satisfactory evidence of growth after the second growing season. If this percentage is not achieved additional plantings, of the specified kind and rate, must be made by the contractor, at no additional cost to the owner.

PART 2 - PRODUCTS

2.1 SITE PREPARATION

A. General: The contractor shall plan and execute operations in a manner minimizing the amount of excavated and exposed fill, or other foreign materials that are washed or otherwise carried into the replacement area and nearby wetland resource areas.

B. Erosion and Sedimentation Control: A single row of staked hay bales shall be installed along the border of the existing wetland and the limit of wetland fill as shown on the plans. Hay bales shall be tightly butted to the adjacent bales, and staked with two 1" x l" x 3' stakes spaced evenly in the bale and driven solidly into the underlying material. This shall serve as the limit of work line. Following planting, a second line of staked hay bales shall be placed at the upper limit of the wetland replacement area, as shown on the plans. These will serve to protect the replacement area from sedimentation and from foreign materials, which could potentially enter the area.

2.2 WETLAND AREA PREPARATION

A. This wetland replacement shall be performed under the direction and guidance of a qualified Botanist and as specified in these provisions. The preparation of the replacement area shall be accomplished in the following order.

1. All existing marsh grasses that will buried based on the planned elevations shall be removed. These plants shall be transplanted to a replacement area. The replacement

area shall be excavated to a minimum depth of 12 inches below the existing grade. Any wetland resource area adjacent to the replacement area shall be separated from the replacement area by a barrier of hay bales and silt fence as shown on the drawings.

2. All soil within the top 12 inches of the proposed replacement area surface shall be inspected for rubble; if rubble is found, it shall be removed from the topsoil. If the soil is beyond usable quality as determined by the Botanist, it shall be disposed of. Usable soil shall be stripped and stockpiled for reuse.

3. All stumps, brush, debris and other vegetation shall be removed from the wetland area that is to be affected by the project. These are not to be stockpiled in the resource areas or buffer zone while awaiting disposal.

4. There shall be a 1-foot deep layer of hydric soils placed in the replacement area. The geoweb will be within this 1-foot deep layer. If there is not sufficient usable hydric soil in the proposed wetland fill areas to provide 12 inches of backfill in the wetland replacement area, an alternative soil mixture may be used. This shall consist of plantable soil borrow and at least 20% organic matter by volume. Peat moss of any type shall not be used as a source of organic matter.

5. All scraped soils must be stockpiled outside the resource area and at least 100 feet from the edge of the wetland. Precautions (e.g., hay bales) shall be taken as necessary to prevent erosion of the stockpiled material.

6. The previously excavated area (replacement area) shall be backfilled with the hydric soils to a minimum depth of one foot. The added soils used shall be graded so as to be at a grade compatible with the adjacent wetland, as shown on the plans.

7. Finished grade shall be at an elevation, which shall provide a hydrologic connection between the replacement area and the adjacent wetland, as shown on the plans. The Contractor shall verify that this elevation is not at a level that could dewater an adjacent wetland.

8. The wetland soils shall be deposited in the replacement area in a manner minimizing travel and subsequent compaction of the underlying material and replacement wetland soils.

9. Upon completion of the replacement area, a hay bale barrier shall be placed around the entire perimeter to protect it during the rest of the construction.

10. The final grading of the wetland soils shall result in no breaks in elevation upon removal of sedimentation barriers.

11. The sedimentation barriers shall be removed at the completion of all construction for the project. The ground under the sedimentation barriers shall be reseeded when the barriers are removed.

PART 3 - EXECUTION

3.1 OVERVIEW

A. The intent of this Section is to ensure that at least 75 percent replacement surface area is reestablished with indigenous wetland plant species within two growing seasons of their

planting. The following specifications provide for good establishment, low transplant shock, monitoring of the plantings, and replacement of plant material if necessary.

3.2 PREPARATION

A. After the replacement area has been prepared as described above, it shall be planted. Wetland planting shall be performed during normal planting seasons for type of planting specified or as recommended by the Botanist and as approved by the Engineer. Specific guidance for planting materials is as follows:

1. All plant material used shall be nursery grown, or newly transplanted, and healthy, sound and free of disease, insect, pests, eggs or larvae, and shall have a well-developed root system. Container-grown plants shall have sufficient roots to hold planting mix intact after removal from containers, but should not be root-bound.

2. Plant material shall be planted as soon as possible (within a week) after it has been purchased. If it sits at the site before being planted, it shall be maintained by careful watering.

3. The planting will consist of the material specified on the attached plan. It may be necessary to substitute if the specified plant material is not available. Any substitutions must be approved by the Botanist prior to planting.

3.3 PLANTING PROCEDURE

A. Plants shall be installed as shown on plans. Plants will be placed in the cells of the geoweb.

B. To install each plant, a small hole shall be dug. A mixture of water and soil from the hole shall be prepared. The plant shall be removed from its container or burlap covering and set in the hole in a manner so that the top of the root ball is level with the surface of the ground. Care should be taken to keep the root ball intact while handling.

C. For Balled & Burlap and container-grown material only, the following procedure for fertilizer application applies. The process for bare-root material is outlined in "2," below.

1. Once each hole is dug for the replacement area vegetation, a small portion of slow release, root contact type fertilizer should be placed in the hole prior to the input of the plant material. Any fertilizer used for this work first must be approved by the Botanist at least by one week prior to use. For all shrub material, a small portion of bone meal should also be placed into the hole prior to insertion of the shrub. All vegetation should be fertilized with a fertilizer that is high in phosphorus composition to aid in plant root development.

2. Care should be taken to not over-fertilize the transplanted plant material. If, by the determination of the Botanist, some plants are burned due to over-application of the fertilizer, all affected plant material must be replaced in-kind immediately by the horticultural contractor.

3. For bare-root material (as noted on the planting list shown on the plans), no fertilizer shall be placed in the hole at time of planting

D. After fertilizer has been added and the plants placed, the soil mixture shall be backfilled into the hole and lightly compacted around the base of the plant.

E. After plantings are completed, the replacement area will be hand raked to eliminate all soil compaction. Hand raking shall be conducted until soil is loose. Raking will also be performed in order to maintain finish grades established prior to planting. It is essential that any planted material be watered after planting within the same day. If for any reason all plantings are not accomplished in one day, the finished plantings must be watered in the interim.

F. If wetland seed mix is included in the plant list shown on the plans, seeding shall be conducted after soil has been raked. Seed shall be sown by hand or by a small mechanical lawn seeder at the rates specified in the plant list. Water-soluble, quick-release fertilizer shall be broadcast at recommended rates along with the seed mix. The fertilizer nutrient analysis (ratio of sources of Nitrogen: Phosphorous: Potassium) should not be higher than 10-10-10. Watering of the seeded area must take place after seeding within that same day. Care should be taken during watering to direct a gentle spray of water that does not disturb seed on the soil surface.

3.4 REPAIR AND REPLACEMENT

A. General: Repair or replace existing or new plants that are damaged by construction operations, in a manner approved by Engineer.

3.5 CLEANING AND PROTECTION

A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.

B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.

D. After installation, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

END OF SECTION 329300

EXHIBIT B

ADDENDUM NO. 1 **CP1702**
January 24, 2018

RE: **CP1722 – Daniel Island Shoreline Restoration Repair Project**

FROM: **City of Charleston Department of Parks**
823 Meeting Street
Charleston, SC 29403

TO: **Prospective Bidders**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

This Addendum includes a total of seven pages in two (2) parts as follows:

1. Part 1 – Pre-Bid Attendance Roster January 24, 2018, (2 pages)
2. Part 2 – Pre-Bid Agenda (4 pages)

Part 1: Pre-Bid Attendance Roster

A pre-bid meeting was held on Wednesday, January 24, 2018, on-site for the Daniel Island Shoreline Restoration Repair Project. A copy of the attendance sign-in sheet for the meeting is attached as part of this addendum.

- Pre-bid Meeting – Bidder Attendance List attached for January 24, 2018.

Part 2: Pre-Bid Agenda

- Pre-bid agenda attached

END OF ADDENDUM

John J. Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Edmund V. Mest
Deputy Director

Pre-bid Attendance Sheet

Project: Daniel Island Shoreline Restoration Repair Project – CP 1722

Pre-Bid Meeting: Mandatory – Wednesday, January 24, 2018 @ 11:00am on site

Bid Opening Date: Thursday, February 15, 2018 @ 2:00 pm

Location: 823 Meeting Street, Department of Parks, 2nd Floor Conference Room

COMPANY	MAILING ADDRESS	TELEPHONE NO.	EMAIL ADDRESS	CONTACT NAME
Gulf Stream	1983 Technology Dr. Charleston SC 29492	843-278-1132	bduff@gulfstreamconstruction.com	Bryan Duff
Ben Cox, LLC.	PO Box 137 Andrews, SC 29510	843-339-1238	BB@bencoxLLC.com	BB Cox
Barnett Southern Corp.	106 North Alexander Ave. Washington GA. 30673	706-990-9550	Trevor@BarnettSouthern.com	Trevor Dorics
Gill Trucking	7187 Cross Country Rd North Charleston, SC	843-897-2055	ckundette@gilltrucking.com	miranda Nichols
Backwater Environmental Osborne Co.	PO Box 1107 Eden, NC, 27289	336 707 1965	Rosborne@osbornecompany.com	Robert Osbolne
MIKE FIRESTONE TRIAD ENG'G CORP	1480 JESSEN LN UNIT H CHARLESTON 29492	(843) 416-1112	mike.firestone@triad-engineering.com	MIKE FIRESTONE
IPW	7623 Dorchester Rd N. Charleston	843 308-0552	hrmjr@me.com	Hugh/Cyrus

COMPANY	MAILING ADDRESS	TELEPHONE NO.	EMAIL ADDRESS	CONTACT NAME
Martin & Son Contracting Inc.	194 Martin Family Rd Sptbg SC 29306	864 303 3623	Dwayne Martin 62 @yahoo.com	Dwayne Martin
Blutide	1038 Jenkins Rd Suite 104 Charleston SC 29407	843-557-1595	Blutidemarine@Outlook.com	Karl Rakes
Landshore	37 Pinckney Rd Georgetown SC 29440	843-272 5547	tlyon@sccoast.net	Tom Lyon
Greener Habitats, Inc.	2021 State St. Cayce, SC 29033	803.308.7751 803.851.3657	Choffman@greenerhi.com	Melanie Bookhart
Landshore Enterprises LLC	1115 Spool Wheel Rd. Lexington, S.C. 29072	803-606-3498	edfoust@windstream.net	Eddie Foust
RES	701 East Bay Street Charleston, SC 29403	(843) 714-1195	jmills@res.vs	Jordan Mills
Cape Romain Cont.	612 Cape Romain Rd Wando, SC 29492	843-291-0614	leapr@caperomaincontractors.com	Robert Leap
Murray Sand Company	156 Checkerboard Rd Summerville SC	843-200-5054 843-873-0416	arthur@murraysand.com	Arthur DeHay Jr.

John J. Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Edward T. Mast
Deputy Director

Pre- Bid Conference Agenda

Project: CP 1722 Daniel Island Shoreline Restoration Repair Project
Date: Wednesday, January 24, 2018 at 11:00am

A. Introductions

1. Project Manager: City of Charleston, Department of Parks – Nate Yokoyama, P.E.
2. Architect/Engineer: JMT – Shannon Boyd
3. Minority Business Officer: City of Charleston - Theron Snype

B. Sign-in Sheet

1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. *Please make this legible. Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.
2. Because this is a mandatory Pre-Bid, only firms listed on the sign-in sheet shall be eligible to bid on the project and receive addenda.

C. Project Scope

The work includes repair of about 500 linear foot of shoreline along the pedestrian trail that runs along the Wando River on Daniel Island, SC. Repairs are for damaged sustained from Hurricane Irma. Repairs include reuse and/or installation of new cellular geosynthetic mats that will be used to retain the new fill material and filling with sprigs of marsh vegetation varying in species. New turf reinforcing matt will also be installed. The Contractor shall perform all work required to complete the project in accordance with the contract documents, these specifications, and all applicable federal, state, and local regulations and will conform to all conditions the permits obtained by the City of Charleston. As-builts are required to be submitted by the contractor.

D. Plans/Specifications

1. Available on City of Charleston Bidline: http://www.charleston-sc.gov/Bids.aspx?CatID=18

E. Written Word

1. Only the written word as contained in the Bid Documents, including any addenda that may be issued, shall be valid.
2. It is the Bidders responsibility to read and review all of the Bid Documents, including addenda.
3. Statements made by the Project Manager or the A/E are for the sole purpose of calling the Bidders' attention to items of importance in the Bid Documents.
4. All questions or requests for clarification must be submitted in writing. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening

1. Bids will be opened on: **Thursday, February 15, 2018 at 2:00 pm. Location: Department of Parks, 823 Meeting Street, 2nd Floor, Capital Projects Division.**
2. It is the intent of the City to award a Contract for the lowest responsive bid submitted by a

responsible Bidder.

3. Bidders shall not qualify their bid.
4. Bids sent by mail or other special delivery service (UPS, FED-/EX, etc.), should be labeled "Sealed Bid Enclosed" and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.
5. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.
6. Each bid shall have bid security of not less than 5% of the sum of the Base Bid.
7. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price.
8. Bidders should verify their ability to comply with all bonding and insurance requirements prior to submitting a bid. Insurance requirements are described in the General Conditions.
9. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor's Licensing Board.

G. Bid Form

1. Bidders shall indicate the form of the Bid Security (Bid Bond or cashiers check) on the Bid Form.
2. Bidders shall acknowledge all addenda.
3. By submitting a bid, Bidders agree that the Base Bid price and the Bid Alternate(s) price(s) shall not be revoked or withdrawn for 60 days.
4. Base Bid shall be shown in figures only.
5. Alternates (when included): Bidders should strike through "ADD" or DEDUCT" so as to clearly indicate the price adjustment for each alternate.
6. Unit Prices (when included): The Bidder should furnish requested unit prices. The Owner reserves the right to include or not to include the unit prices in the contract and to negotiate unit prices with the Bidder. Unit prices have no bearing on the contract award (unless the bid is a unit price bid) and need not be read at the bid opening.

H. Substitutions

1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.
2. References in the Bid Documents to the words 'or equal' and 'or approved equal' shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
3. Requests for substitutions must be submitted to the City's Project Manager **in writing by Tuesday, February 1, 2018 by 12:00 pm.** Proof of equality of substitutions is the responsibility of the proposer. The A/E's decision to approve or disapprove the requested substitution shall be final.
4. The A/E shall include in an addendum the approved substitutions. Substitution requests not approved by the A/E may be listed in an addendum at the A/E's option.

I. Addenda

1. Addendum 1, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Friday, January 26, 2018 by 4:00 pm.
2. No addenda will be issued later than the Wednesday, February 7, 2018 by 4:00pm. All questions should be submitted **in writing** to the City by Tuesday, February 1, 2018 by 12:00pm.
3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.
   NOTE: If the pre-bid is mandatory, the bidders should verify that their firm's name has been included in an addendum.

J. Time of Contract Performance / Rain Days

1. The Date of Commencement shall be established in the Notice to Proceed. This is expected to be the middle to end of March.
2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to Bidders (60 calendar days).
3. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month. Per the contract, 5 rain days per month are anticipated in the contractual completion date.
4. Per the contract, work schedule is allowed from 7am to 7pm Monday through Saturday. Some Sunday work may be permitted given approval from the City in advance.

K. Liquidated Damages:

Liquidated Damages in the amount of $140.00 per day shall be applied for failure to reach Substantial Completion within the contract time limits.

L. Agreements

1. An incomplete bid, or information not requested that is written on or attached to the Bid Form, could be considered a qualification of the Bid and may be cause for rejection of the Bid.
2. To support the City's evaluation of the Bidders' responsibility, it may request the prospective contractor to furnish information on its experience and capability.
3. The successful bidder shall maintain a business license with the City of Charleston for the duration of this contract.
4. By signing the Bid, the Bidder certifies that it will provide a "Drug-free Workplace as required by SC law.
5. The project may be cancelled for the convenience of the City at any time prior to issuance of the Notice to Proceed.

M. Insurance and Bonds

1. Bidders should verify their ability to comply with all insurance and bonding requirements of the project prior to submittal of their bid.
2. Insurance requirements are described in the General Conditions.

N. Minority Business Enterprise Goals

1. This project is subject to the goals of the City of Charleston's Minority Business Enterprise program. POC is Theron Snype at 973-7247 or at SnypeT@charleston-sc.gov
2. Goals for this project are 20% combined MWBE participation.
3. The MWBE Program requirements are outlined in five pages within the bid documents. All Bidders must complete and return their Affidavits A & B or Affidavit C.
4. Failure to include the required MWBE paperwork will render the bid non-responsive.
5. *Mr. Theron Snype is a great resource. Please call him if you have any questions.*

P. Questions

1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the City.
3. The A/E will, when necessary, provide answers to questions and other clarifying information to Bidders by addendum issued by the City.
4. All lines of communication during the bidding stage should be through the City.
5. Deadline for questions is Thursday, February 1, 2018 12:00 PM.

R. Closing

1. Addendum 1, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be

issued on Friday, January 26, 2018.

2. Everyone must acknowledge receipt of the addendum on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind;
    a. Late bids shall be rejected as non-responsive.
    b. Bids without proper bid security or qualified bids shall be rejected as nonresponsive.

ADDENDUM NO. 2 **CP1702**
February 6, 2018

RE: **CP1722 – Daniel Island Shoreline Restoration Repair Project**

FROM: **City of Charleston Department of Parks**
823 Meeting Street
Charleston, SC 29403

TO: **Prospective Bidders**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

This Addendum includes a total of two pages in one part as follows:
1. Part 1 – Response to Questions

Part 1: Clarifications and Response to Questions

1. Are AutoCAD files available for this project?

   Response: The AutoCAD files can be provided to the Contractor who is awarded the bid.

2. Who built the cart bridge that accesses the shoreline project?

   Response: The engineer of record was Jon Guerry Taylor P.E., Inc and the contractor was Salmons Dredging Corporation.

3. Do you need a marine contractor's license?

   Response: The contractor shall be required to have all appropriate licenses to perform the work. Please contact LLR for clarification as needed.

4. Does the contractor need to perform the as-built survey?

   Response: Yes, the contractor shall submit an as-built survey performed by a licensed land surveyor to the City on the completion of the project.

5. Can the bridge be used to access the site?

   Response: Yes. However, the bridge is a pedestrian bridge and no information is available showing it's loading design. If the contractor is planning on driving heavy materials across the bridge, the contractor shall have the bridge load rated to show the bridge is capable of supporting the planned loads.

6. Can you access the bridge from the water?

   Yes, however, the existing marsh grass and oysters in front of the rock sill and the rock sill are not to be disturbed.

7. Is the path to remain open during construction?

   Response: The contractor may close the path during construction. The contractor is responsible for all fencing and signage.

8. Is the contractor accesses the site from the path, is the contractor responsible for re-establishing the vegetation at the top of the bank if disturbed?

   Response: The contractor is responsible for all damage done to the property during construction. Damage shall be repaired to the satisfaction of the owner at no additional cost to the owner.

9. What is the contractor to do with the disposal of the existing material?

   Response: All demotion waste becomes property of the contractor. Contractor to remove all demolition waste from the site and dispose of it following all required local, state, and federal laws

END OF ADDENDUM

EXHIBIT C

* Original *

Project Name: Daniel Island Shoreline Restoration Repair Project
Project Number: CP1722
City of Charleston

City of Charleston
Bid Form

BID SUBMITTED BY: Name: Rakes Building and maintenance Contractors, LLC DBA Bluride marine Construction
Address: 1038 Jenkins Rd, Suite 104 Charleston, SC 29407

FOR PROJECT: CP1722 - Daniel Island Shoreline Restoration Repair Project
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents:

   ☒ Bid Bond with Power of Attorney ☐ Cashier's Check
   (Bidder check one)

3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.

4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
   ADDENDUM No.(s) #1 - 1/24/18, #2 - 2/6/18

5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.

6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.

7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:

7.1 BASE BID: $ 106,080.00

Written: One hundred and Six thousand eighty dollars

7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1: N/A — ADD/DEDUCT $ N/A *(to or from BASE BID)*

ALTERNATE NO. 2: N/A — ADD/DEDUCT $ N/A *(to or from BASE BID)*

ALTERNATE NO. 3: N/A — ADD/DEDUCT $ N/A *(to or from BASE BID)*

7.3 UNIT PRICE WORK
Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	ESTIMATED QUANTITY	UNIT PRICE
1	N/A		
2	N/A		
3	N/A		
4	N/A		

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 20-2212904
OR
SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

BD5, MR5, AP5, BR5, CT5,
GD5, CR5, HI5, BT5, RR5, HY5, _____ _____
(Classification) WL5 (Subclassification) (Limitations)

G112859
(SC Contractor's License Number)

SIGNATURE

Rakes Building and Maintenance Contractors, LLC
DBA Bluffide Marine Construction
(Legal Name of Person, Firm or Corporation Submitting Bid)

BY _____ (Signature) 2/15/18 (Date)

Owner (Karl Rakes) (Title) 843-557-1595 (Phone)

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

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, **with their bid form submittal**, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B – Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C – ***Intent to Perform Contract with Own Workforce***, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Name of Company: Rakes Building and maintenance Contractors, LLC DBA Blunde manne Construction

Signature _____ Date 2/15/18

Print Name Karl Rakes Title Owner

Witness _____

AFFIDAVIT A

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

Affidavit of Rakes Building and maintenance Contractors, LLC ~~DBA Blue de marine Construction~~
(Name of Bidder)

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

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

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

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

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

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

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

✓ 6. Provided MWBE assistance withgetting required bonding or insurance requirements or provided alternatives to bonding or insurance.

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

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

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

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

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

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

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

Date: 2/7/18 Name of Authorized Officer (Print/Type): Karl Rakes

Signature: [signature]

Title: owner

AFFIDAVIT A

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

(Use as many sheets as necessary)

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

1. Minority Firm Name and Contact Sandhill Construction	**Minority Firm Address** 3343 Laboard Ln. Johns Island, SC 29455
Minority Firm Telephone Number 843-870-5684 **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☒ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
2. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
3. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification
4. Minority Firm Name and Contact	**Minority Firm Address**
Minority Firm Telephone Number _____ **Minority Firm Fax Number** _____ **DBE Certification Number** _____	**Minority Group Type** ☐ (African American) ☐ (Women) ☐ (Asian American) ☐ (Hispanic) ☐ (American Indian) ☐ (Other) ☐ Follow up Verification

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

Date: 2-7-18 Name of Authorized Officer (Print/Type): Kari Rakes

Sworn to before me this 7 day of February 2018.

Signature: [signature]

Notary Public for the State of South Carolina

My Commission Expires: 9-19-2026

Title: Owner

Print Name: D Lean Lever

Phone Number: 843 693 7001

Address: 940 E Estates Blvd Unit i

Chas SC 29464

Notary Seal:

AFFIDAVIT B

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

Affidavit of Rakes Building and Maintenance Contractors, LLC DBA Bluffside Marine Construction. I hereby certify that on the
(Name of Bidder)
Daniel Island Shoreline Restoration Repair Project Total Project Amount $ 106,080
(Project Name)

I will make a good faith effort to expend a minimum of 12 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
Sandhill Construction 843-870-5684	B	Hauling	$ 12,729.60
			$
			$
			$
			$
			$
			$

Total MBE Participation: 12 % $ 12,729.60

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

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

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

Date: 2-7-2018 Name of Authorized Officer (Print/Type): Karl Rakes

Signature: [signature]

Title: Owner

Sworn to before me this 7th day of February 20 18

My Commission Expires: 9-19-2026

Print Name: D Lean Lever

Phone Number: 843 693 7001

Address: 940 E Estates Blvd Unit 1
Chas, SC 29414

Notary Public for the State of South Carolina

Notary Seal:

[signature]

AFFIDAVIT C

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

Affidavit of Rakes Building and Maintenance Contractors, LLC DBA Bluffide Marine Construction
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the Daniel Island Shoreline Restoration Repair Project contract.
(Name of Project)

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

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

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

Date: 2/7/18 Name of Authorized Officer (Print/Type): Karl Rakes

Signature:

Title: Owner

Sworn to before me this 17th day of February, 2018
Notary Public for the State of South Carolina
My Commission Expires: 9-19-2026
Print Name: D Leah Lever
Phone Number: 843 693 7001
Address: 940 F Estates Blvd Unit-1
Chas SC 29414

Notary Seal:

CITY OF CHARLESTON LOCAL VENDOR RECOGNITION AFFIDAVIT

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

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

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

BUSINESS NAME: Rakes Building and Maintenance Contractors, LLC Blutide Marine Construction

CHARLESTON STREET ADDRESS: 1038 Jenkins 104, Charleston, SC 29407

SIGNATURE: _____ TITLE: owner

By: Karl Rakes
(Print Name)

Sworn to and subscribed before me at 1038 Jenkins Rd Unit 104 Chas, SC 29407
State of South Carolina, this 7th day of February, 2018

_____ (SEAL)
Notary Public for South Carolina
My Commission Expires 9-19-2026

*See attached bid bond

CP1722 Daniel Island Shoreline Restoration Repair Project
City of Charleston, SC
Department of Parks

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____
(Name of Principal)

AS PRINCIPAL, AND _____, as SURETY
(Name of Surety)

are held and firmly bound unto The City of Charleston hereinafter called the "Owner", in the penal sum of_____Dollars, lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying bid, dated_____, 20_____, for Project Name:_____ and Project Number: _____.

Now, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the Principal shall pay the Owner the difference between the amount specified in said bid and the amount for which the Owner may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

The Surety, for value received, hereby agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of the time within which the Owner may accept such BID; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20_____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL) _____
(Name of Principal)

By: _____

(SEAL) _____
(Name of Surety)

By: _____

Sealed and delivered in the presence of:

_____ _____

_____

* See attached bid bond

At the Contractor's option, this form may be substituted with a Power of Attorney form from the Contractor's Surety Company. The Contractor is cautioned that all pertinent information included on this form shall be incorporated in the executed and submitted security form.

CERTIFICATE OF GRANTEE / BORROWER'S ATTORNEY

I, the undersigned, _____,
the duly authorized and acting legal representative of _____
_____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties' names thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

_____ _____
(Signature) (Date)

ADDENDUM NO. 1 **CP1702**
January 24, 2018

RE: **CP1722 – Daniel Island Shoreline Restoration Repair Project**

FROM: **City of Charleston Department of Parks**
823 Meeting Street
Charleston, SC 29403

TO: **Prospective Bidders**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

This Addendum includes a total of seven pages in two (2) parts as follows:

1. Part 1 – Pre-Bid Attendance Roster January 24, 2018, (2 pages)
2. Part 2 – Pre-Bid Agenda (4 pages)

Part 1: Pre-Bid Attendance Roster

A pre-bid meeting was held on Wednesday, January 24, 2018, on-site for the Daniel Island Shoreline Restoration Repair Project. A copy of the attendance sign-in sheet for the meeting is attached as part of this addendum.

- Pre-bid Meeting – Bidder Attendance List attached for January 24, 2018.

Part 2: Pre-Bid Agenda

- Pre-bid agenda attached

END OF ADDENDUM

John J. Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Edmund V. Mosi
Deputy Director

Pre-bid Attendance Sheet

Project: Daniel Island Shoreline Restoration Repair Project – CP 1722

Pre-Bid Meeting: Mandatory – Wednesday, January 24, 2018 @ 11:00am on site

Bid Opening Date: Thursday, February 15, 2018 @ 2:00 pm

Location: 823 Meeting Street, Department of Parks, 2nd Floor Conference Room

COMPANY	MAILING ADDRESS	TELEPHONE NO.	EMAIL ADDRESS	CONTACT NAME
Gulf Stream	1983 Technology Dr. Charleston SC 29492	843-278-1132	bduff@gulfstreamconstruction.com	Bryan Duff
Ben Cox, LLC.	PO Box 137 Andrews, SC 29510	843-359-1238	BB@bencoxllc.com	BB Cox
Barnett Southern Corp.	106 North Alexander Ave. Washington GA. 30673	706-990-9550	Trevor@BarnettSouthern.com	Trevor Davies
Gill Trucking	7187 Cross Country Rd North Charleston, SC	843-897-2055	charlotte@gilltrucking.com	miranda Nichols
Backwater Environmental Osborne Co.	PO Box 1107 Eden, NC, 27289	336 707 1965	Rosborne@osbornecompany.com	Robert Osborne
MIKE FIRESTONE TRIAD ENG & CONTR	1480 DESSEN LN UNIT H CHARLESTON 29492	(843) 416-1112	mike.firestone@triad-engineering.com	MIKE FIRESTONE
IPW	7623 Dorchester Rd N. Charleston	843 308-0552	hrmjr@me.com	Hugh/Cyrus

COMPANY	MAILING ADDRESS	TELEPHONE NO.	EMAIL ADDRESS	CONTACT NAME
Martin & Son Contracting Inc.	194 Martin Family Rd Sotley SC 29306	864 303 3623	Dwayne Martin 62 @ yahoo.com	Dwayne Martin
Bluteide	1038 Jenkins Rd suite 104 Charleston SC 29407	843-557-1595	Blutidemarine@Outlook.com	Karl Rakes
Landshore	37 Pinkney Rd Georgetown SC 29440	843-222 5547	thyon@sccoast.net	Tom Lyon
Greener Habitats, Inc.	2021 State St. Cayce, SC 29033	803.308.7751 803.851.3657	Choffman@greenerhi.com	Melanie Bookhart
LLC Landshore Enterprises	1115 Spool Wheel Rd. Lexington, S.C. 29072	803-606-3488	edfoust@windstream.net	Eddie Foust
RES	701 East Bay Street Charleston, SC 29403	(843) 714-1195	jmills@res.us	Jordan Mills
Cape Romain Cont.	612 Cape Romain Rd Awendo, SC 29492	843-291-0614	leapr@caperomaincontractors.com	Robert Leap
Murray Sand Company	156 Chickenboard Rd Summerville SC	843-200-5054 843-873-0416	arthur@murraysand.com	Arthur DeMay Jr

John J. Tecklenburg
Mayor

City of Charleston
South Carolina
Department of Parks

Edward L. Mee
Deputy Director

Pre- Bid Conference Agenda

Project: CP 1722 Daniel Island Shoreline Restoration Repair Project
Date: Wednesday, January 24, 2018 at 11:00am

A. Introductions

1. Project Manager: City of Charleston, Department of Parks – Nate Yokoyama, P.E.
2. Architect/Engineer: JMT – Shannon Boyd
3. Minority Business Officer: City of Charleston - Theron Snype

B. Sign-in Sheet

1. All attendees shall provide the name of the firm they represent on the sign-in sheet. This shall be the same name as shown on their SC Contractors License and on the Bid Form. *Please make this legible. Please provide business cards, if available, in case some of the information on the sign-in sheet is not legible.
2. Because this is a mandatory Pre-Bid, only firms listed on the sign-in sheet shall be eligible to bid on the project and receive addenda.

C. Project Scope

The work includes repair of about 500 linear foot of shoreline along the pedestrian trail that runs along the Wando River on Daniel Island, SC. Repairs are for damaged sustained from Hurricane Irma. Repairs include reuse and/or installation of new cellular geosynthetic mats that will be used to retain the new fill material and filling with sprigs of marsh vegetation varying in species. New turf reinforcing matt will also be installed. The Contractor shall perform all work required to complete the project in accordance with the contract documents, these specifications, and all applicable federal, state, and local regulations and will conform to all conditions the permits obtained by the City of Charleston. As-builts are required to be submitted by the contractor.

D. Plans/Specifications

1. Available on City of Charleston Bidline: http://www.charleston-sc.gov/Bids.aspx?CatID=18

E. Written Word

1. Only the written word as contained in the Bid Documents, including any addenda that may be issued, shall be valid.
2. It is the Bidders responsibility to read and review all of the Bid Documents, including addenda.
3. Statements made by the Project Manager or the A/E are for the sole purpose of calling the Bidders' attention to items of importance in the Bid Documents.
4. All questions or requests for clarification must be submitted in writing. All responses will be made in the form of addenda to the Bid Documents.

F. Bid Opening

1. Bids will be opened on: **Thursday, February 15, 2018 at 2:00 pm. Location: Department of Parks, 823 Meeting Street, 2nd Floor, Capital Projects Division.**
2. It is the intent of the City to award a Contract for the lowest responsive bid submitted by a

responsible Bidder.

3. Bidders shall not qualify their bid.
4. Bids sent by mail or other special delivery service (UPS, FED-/EX, etc.), should be labeled "Sealed Bid Enclosed" and shall be received at the address indicated prior to the time of the bid opening. Bids not received prior to the time of bid opening shall be rejected as being nonresponsive.
5. Bidders shall be responsible for having their bid at the designated place for receiving bids no later than the time set for the bid opening. Once the bidding has been declared closed, all late bids, including bids improperly delivered, shall be rejected as being nonresponsive.
6. Each bid shall have bid security of not less than 5% of the sum of the Base Bid.
7. The successful Bidder shall provide a Performance Bond and a Labor and Material Payment Bond, each in the full amount of the contract price.
8. Bidders should verify their ability to comply with all bonding and insurance requirements prior to submitting a bid. Insurance requirements are described in the General Conditions.
9. Bidders shall be licensed in accordance with the requirements of the South Carolina Contractor's Licensing Board.

G. Bid Form

1. Bidders shall indicate the form of the Bid Security (Bid Bond or cashiers check) on the Bid Form.
2. Bidders shall acknowledge all addenda.
3. By submitting a bid, Bidders agree that the Base Bid price and the Bid Alternate(s) price(s) shall not be revoked or withdrawn for 60 days.
4. Base Bid shall be shown in figures only.
5. Alternates (when included): Bidders should strike through "ADD" or DEDUCT" so as to clearly indicate the price adjustment for each alternate.
6. Unit Prices (when included): The Bidder should furnish requested unit prices. The Owner reserves the right to include or not to include the unit prices in the contract and to negotiate unit prices with the Bidder. Unit prices have no bearing on the contract award (unless the bid is a unit price bid) and need not be read at the bid opening.

H. Substitutions

1. Materials and products listed in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by a proposed substitution.
2. References in the Bid Documents to the words 'or equal' and 'or approved equal' shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition.
3. Requests for substitutions must be submitted to the City's Project Manager **in writing by Tuesday, February 1, 2018 by 12:00 pm.** Proof of equality of substitutions is the responsibility of the proposer. The A/E's decision to approve or disapprove the requested substitution shall be final.
4. The A/E shall include in an addendum the approved substitutions. Substitution requests not approved by the A/E may be listed in an addendum at the A/E's option.

I. Addenda

1. Addendum 1, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be issued on Friday, January 26, 2018 by 4:00 pm.
2. No addenda will be issued later than the Wednesday, February 7, 2018 by 4:00pm. All questions should be submitted **in writing** to the City by Tuesday, February 1, 2018 by 12:00pm.
3. It is the Bidders responsibility to determine, prior to submitting a bid, that all addenda issued have been received.
   NOTE: If the pre-bid is mandatory, the bidders should verify that their firm's name has been included in an addendum.

J. Time of Contract Performance / Rain Days

1. The Date of Commencement shall be established in the Notice to Proceed. This is expected to be the middle to end of March.
2. Number of calendar days for construction to reach Substantial Completion: Refer to the Instructions to Bidders (60 calendar days).
3. The Contractor shall install a rain gauge on-site (not near any irrigation heads) and submit logging information and requested rain days along with Payment Applications for approval each month. Per the contract, 5 rain days per month are anticipated in the contractual completion date.
4. Per the contract, work schedule is allowed from 7am to 7pm Monday through Saturday. Some Sunday work may be permitted given approval from the City in advance.

K. Liquidated Damages:

Liquidated Damages in the amount of $140.00 per day shall be applied for failure to reach Substantial Completion within the contract time limits.

L. Agreements

1. An incomplete bid, or information not requested that is written on or attached to the Bid Form, could be considered a qualification of the Bid and may be cause for rejection of the Bid.
2. To support the City's evaluation of the Bidders' responsibility, it may request the prospective contractor to furnish information on its experience and capability.
3. The successful bidder shall maintain a business license with the City of Charleston for the duration of this contract.
4. By signing the Bid, the Bidder certifies that it will provide a "Drug-free Workplace as required by SC law.
5. The project may be cancelled for the convenience of the City at any time prior to issuance of the Notice to Proceed.

M. Insurance and Bonds

1. Bidders should verify their ability to comply with all insurance and bonding requirements of the project prior to submittal of their bid.
2. Insurance requirements are described in the General Conditions.

N. Minority Business Enterprise Goals

1. This project is subject to the goals of the City of Charleston's Minority Business Enterprise program. POC is Theron Snype at 973-7247 or at SnypeT@charleston-sc.gov
2. Goals for this project are 20% combined MWBE participation.
3. The MWBE Program requirements are outlined in five pages within the bid documents. All Bidders must complete and return their Affidavits A & B or Affidavit C.
4. Failure to include the required MWBE paperwork will render the bid non-responsive.
5. *Mr. Theron Snype is a great resource. Please call him if you have any questions.*

P. Questions

1. All questions will be answered in writing in the addendum.
2. Questions after the pre-bid conference and during the bidding stage concerning front-end documents should be directed to the City.
3. The A/E will, when necessary, provide answers to questions and other clarifying information to Bidders by addendum issued by the City.
4. All lines of communication during the bidding stage should be through the City.
5. Deadline for questions is Thursday, February 1, 2018 12:00 PM.

R. Closing

1. Addendum 1, which will include the list of the attendees and the Pre-Bid Meeting Minutes, will be

issued on Friday, January 26, 2018.

2. Everyone must acknowledge receipt of the addendum on their bid form.
3. Remind attendees to sign the sign-in sheet and provide all other requested information on the sign-in sheet before leaving the Pre-bid.
4. Please keep in mind;
    a. Late bids shall be rejected as non-responsive.
    b. Bids without proper bid security or qualified bids shall be rejected as nonresponsive.

ADDENDUM NO. 2 **CP1702**
February 6, 2018

RE: **CP1722 – Daniel Island Shoreline Restoration Repair Project**

FROM: **City of Charleston Department of Parks**
823 Meeting Street
Charleston, SC 29403

TO: **Prospective Bidders**

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. **Acknowledge receipt of this addendum on the Bid Form. Failure to do so may subject the Bidder to disqualification.**

This Addendum includes a total of two pages in one part as follows:

1. Part 1 – Response to Questions

Part 1: Clarifications and Response to Questions

1. Are AutoCAD files available for this project?

   Response: The AutoCAD files can be provided to the Contractor who is awarded the bid.

2. Who built the cart bridge that accesses the shoreline project?

   Response: The engineer of record was Jon Guerry Taylor P.E., Inc and the contractor was Salmons Dredging Corporation.

3. Do you need a marine contractor's license?

   Response: The contractor shall be required to have all appropriate licenses to perform the work. Please contact LLR for clarification as needed.

4. Does the contractor need to perform the as-built survey?

   Response: Yes, the contractor shall submit an as-built survey performed by a licensed land surveyor to the City on the completion of the project.

5. Can the bridge be used to access the site?

   Response: Yes. However, the bridge is a pedestrian bridge and no information is available showing it's loading design. If the contractor is planning on driving heavy materials across the bridge, the contractor shall have the bridge load rated to show the bridge is capable of supporting the planned loads.

6. Can you access the bridge from the water?

   Yes, however, the existing marsh grass and oysters in front of the rock sill and the rock sill are not to be disturbed.

7. Is the path to remain open during construction?

   Response: The contractor may close the path during construction. The contractor is responsible for all fencing and signage.

8. Is the contractor accesses the site from the path, is the contractor responsible for re-establishing the vegetation at the top of the bank if disturbed?

   Response: The contractor is responsible for all damage done to the property during construction. Damage shall be repaired to the satisfaction of the owner at no additional cost to the owner.

9. What is the contractor to do with the disposal of the existing material?

   Response: All demotion waste becomes property of the contractor. Contractor to remove all demolition waste from the site and dispose of it following all required local, state, and federal laws

END OF ADDENDUM

LICENSE#: G112859 STATE OF SOUTH CAROLINA LICENSE#: G112859

CCB1036743

DEPARTMENT OF LABOR, LICENSING AND REGULATION

SC CONTRACTOR'S LICENSING BOARD

LICENSE CERTIFICATE

The following licensee:

RAKES BUILDING & MAINTENANCE CONTRACTORS LLC
1038 JENKINS DRIVE STE 104
CHARLESTON SC 29407

has met the necessary qualifications required by the laws of South Carolina and is duly qualified and entitled to practice as a:

GENERAL CONTRACTOR

for the Classification(s) and Group Limitation shown below:

BD5 MR5 AP5 BR5 CT5 GD5 CP5 HI5 BT5 RR5 HY5 WL5

EXPIRATION DATE:.....10/31/2018
Effective License Issue:09/08/2016
Initial License Date: 11/17/2006

*** Group Number and Dollar Limitations: ***
The number after your 2-letter classification(s) above is your Group#

Group #1 - $50,000 Group #3 - $500,000
Group #2 - $200,000 Group #4 - $1,500,000
Group #5 - $Unlimited

Administrator

Qualifying Party: KARL W RAKES

It is at the discretion of the licensee, not the board, to authorize officers or employees of the company to pull permits and conduct business

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310
Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Rakes Building & Maintenance Contractors, LLC dba Blutide Marine Construction
1038 Jenkins Road, Unit 104, Charleston, SC 29407

as Principal, hereinafter called the Principal, and Selective Insurance Company of America
40 Wantage Avenue, Branchville, NJ 07890

a corporation duly organized under the laws of the State of NJ

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Charleston Department of Parks
823 Meeting Street, Charleston, SC 29403

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Daniel Island Shoreline Restoration Repair Project

NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of February, 2018

(Witness)

Rakes Building & Maintenance Contractors, LLC dba Blutide Marine Construction
(Principal) (Seal)
By (Owner)
(Title)

Angela M. Young (Witness)

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

Selective Insurance Company of America
(Surety) (Seal)
By:
Attorney-in-Fact Wendy E Dahm (Title)

SELECTIVE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

Bond No: Bid Bond
Principal: Rakes Building & Maintenance Contractors LLC dba Bluffide Marine Construction
Obligee: City of Charleston Department of Parks

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: Wendy E Lahm Charlotte, NC

, its true and lawful attorney-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO ONE BOND TO EXCEED TEN MILLION ($10,000,000.00)**

Signed this 15th day of February, 2018.

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 15th day of February, 2018 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Notary Public

CHARLENE KIMBLE NOTARY PUBLIC Bid Bond NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 15th day of February, 2018.

Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

B91 (6-16)

BLUTMAR-01

MCHANDLER1

DATE (MM/DD/YYYY) 01/19/2018

CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER License # 1000009384
Hub International Southeast
2430 Mall Drive, Suite 280
Charleston, SC 29406

CONTACT NAME:
PHONE (A/C, No, Ext): (877) 590-4284
FAX (A/C, No): (866) 403-1454
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A: Travelers Property Casualty Insurance Company 36161
INSURER B: Travelers Property Casualty Compan of America 25674
INSURER C: American Longshore Mutual Assn
INSURER D:
INSURER E:
INSURER F:

INSURED
Blutide Marine Construction
1038 Jenkins Road, Unit 104
Charleston, SC 29407

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Marine General Liab GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER			ZOL15P6676A	08/12/2017	08/12/2018	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $	1,000,000 100,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BA4G17882A	08/12/2017	08/12/2018	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $	1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25,000			ZO331[illegible]5353	08/12/2017	08/12/2018	EACH OCCURRENCE $ AGGREGATE $ $	2,000,000 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ALMA01455-03	11/06/2017	11/06/2020	X PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	1,000,000 1,000,000 1,000,000

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

CERTIFICATE HOLDER

BLUTIDE MARINE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Maggie Chandler

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ACORD 25 (2016/03)

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COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: PEACH BLOSSOM DRAINAGE IMPROVEMENT PROJECT

REQUEST: We request approval for Change Order #1 for Peach Blossom Lane with Triad Engineering to reconcile actual quantities at the completion of the contract and to account for additional work due to unforeseen site conditions.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 26, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐	for Amy White	☐
Dir. Dept. of Public Service	☐	☐		☐
	☐	☐		☐

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

If yes, provide the following: Dept./Div.: 050367 Account #: 58240

Balance in Account $36,834.00 Amount needed for this item $36,834.00

NEED: Identify any critical time constraint(s).

CFO's Signature: , Deputy CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

SECTION 01221 CHANGE ORDER

Date: November 16, 2017
Change Order No.: 01
Contract No.: Peach Blossom Drainage Improvement Project

Description of and Reason for Change: Live oak, grass shrubs Lump sum $2,200.00
Sod 540 sqyds @ $16.00 = $8,640.00; Concrete drive replacement required new storm piping is underneath existing driveway 468 sqft @ $16.50 = $7,722.00;
24" RCP clean and video 380 LF @ $8.50 = $3,230.00; Gas line relocation Lump sum $6,020.00

Line item additional quantities:

Mill & pave street 38 @ $24.00 = $912.00; Seeding 410 Sqyds @ $29.00 = $11,890.00 .

Demo/install sidewalk 52 Sqft @ $10.00 = $520.00; .

Demo/install curb & gutter 27 LF @ $100.00 = $2,700.00 .

Non performed contract item:

Water main offset 1 each @ ($7,000.00) .

Itemization of Proposed Change and Basis for Payment

Original Contract Price..... $ 198,655.00
Previous Change Orders..... $ 0.00
This Change, (An Addition) (~~A Deduction~~) of..... $ 36,834.00
Proposed Revised Contract Price..... $ 235,489.00

Additional funds are to be provided in the following manner:_____

Extension of Contract Time Required:_____Days

Revised Contract Completion Date:_____.

This Change is Acceptable: Triad Engineering & Contracting Co., Contractor

By *Paul J. Kassouf*

Recommended: Project Manager

By

Approval of Change Requested: CITY OF CHARLESTON, Owner

By _____
Laura S. Cabiness, P.E.

10.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: LOW BATTERY SEAWALL REPAIR PROJECT

REQUEST: We are requesting approval for JMT to prepare plans and assist with additional design development services associated with the raising of the Low Battery to account for sea-level rise.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March 27, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐		☐
Dir. Dept. of Public Serv.	☑	☐		☑
	☐	☐		☐

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

If yes, provide the following: Dept./Div: 051160 Account #: 58238

Balance in Account $50,000.00 Amount needed for this item $50,000.00

NEED: Identify any critical time constraint(s).

CFO's Signature: , Deputy CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

City of Charleston
Contract Amendment for Professional Services

Project: **Professional Services for Seawall Repairs – Low Battery Improvement Project**

Owner: City of Charleston
Department of Public Service
2 George Street, Suite 2100
Charleston, SC 29401

A/E: Johnson, Mirmiran & Thompson
952 Houston Northcutt Blvd., Suite 100
Mount Pleasant, SC 29464

Contract Date: April 28, 2015

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

1. Description of the Contract Amendment:

Please see attached proposal from JMT dated march 9, 2018.

2. Adjustments to the Contract Sum:

Original Contract Sum	$ 265,340.00
Change by Previously Approved Contract Amendments	$ 255,457.00
Contract Sum prior to this Contract Amendment	$ 540,797.00
Amount of this contract Amendment, complete	$ 50,000.00 (HNTE)
New Contract Sum, including this Contract Amendment	$ 590,797.00

3. Adjustments in Contract Time:

Original Date for Contract Completion	June 30, 2016
Change in Days by Previously Approved Contract Amendments	365
Change in Days for this Contract Amendment	242
New Date for Contract Completion	April 30, 2018

ARCHITECT/ ENGINEER: James O'Connor 3/14/18
Johnson, Mirmiran, Thompson (Date)

OWNER:
John J. Tecklenburg, Mayor (Date)

March 9, 2018

J. Frank Newham
Senior Engineering Project Manager
Engineering Division
75 Calhoun Street
Charleston, SC 29401
Phone: (843) 724-3713
newhamj@charleston-sc.gov

RE: Low Battery Rehabilitation
JMT Job No. 14-1139-002

Mr. Newham:

Since the spring of 2017, Johnson, Mirmiran & Thompson (JMT) has been supporting the City of Charleston Design Division with ongoing planning, alternatives analysis and concept design discussion regarding landside opportunities for improvement that will be created by the rehabilitation of the Low Battery seawall along Murray Boulevard. This effort was facilitated by a change order in the amount of $20,000 approved by the City in July of 2017.

The letter is to request an additional contract modification in the amount of $50,000 to cover costs associated to this effort beyond the approved $20,000.

JMT will continue to support the City in a diligent manner until concept desigs are approved and can be moved into full design and plan production.

If you have any questions or need further information, please do not hesitate to contact me at 843-556-2624 or joconnor@jmt.com.

JOHNSON, MIRMIRAN & THOMPSON, INC.

Jim O'Connor, P.E.
Vice President
South Carolina office

Submitted By:

Johnson, Mirmiran & Thompson, Inc. (JMT)

3/9/18

Name: James K. O'Connor, PE

Title: Vice President

Approved By:

City of Charleston, SC

_____

Name: _____

Title: _____

11.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: BEAUFAIN STREET CHECK VALVE PROJECT

REQUEST: We request approval for B&C Land Development to install a check valve on the storm drain within the road right of way. This valve will prevent tidal flooding of low areas including portions of Gadsden, Wentworth & Barre Streets (see map). CWS has offered to reimburse the city for 50% of the cost.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March ~~27~~ 26, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐		☐
Cap. Proj. Cmte. Chair	☐	☐	Matt C, for Amy Wharton	☐
Dir. Dept. of Public Serv.	☑	☐		☑
	☐	☐		☐

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

If yes, provide the following: Dept./Div: 050312 Account #: 58240

Balance in Account $83,323.00 Amount needed for this item $83,323.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt C, Deputy CFO

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

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

Flooding with 7' Tide

7ft Tide Flooding

Storm Drain

Inlets

Open Channels

Stormwater Culverts

Marsh

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City of Charleston
Department of Public Service
Engineering Division
2 George St, Suite 2100
Charleston, SC 29401
www.charleston-sc.gov

N

0 37.575 150 225 300 Feet

1 inch = 150 feet

Important Disclaimer Notice
The City of Charleston makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any information provided herein or derived from the mapping data for any reason. The City of Charleston explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The user knowingly waives any and all claims for damages against any and all of the entities comprising the City of Charleston that may arise from the mapping data.

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Public Service

PRODUCT: WaPro Inc. In-line check valve –Beaufain Street (Barre/Wentworth flooding)

REQUISITION NUMBER: N/A

VENDOR: Wapro Inc. and B&C Land Development

DATE: 3/2/18

1. Please state the use for this/these product(s).
B&C was approved at 11/01/17 meeting of CPR to install Five (5) Checkmate valves in a tidally-influenced storm drain system at Ashley and Rutledge Avenue and Bennett and Gadsden Streets to prevent tidal intrusion into the intersection at Bennett/Gadsden and in Ashley Avenue (between Bennett and Halsey) Tidal flooding occurs frequently in the streets at this location creating health, traffic & safety issues.

At the request of the Mayor, staff investigated the possibility of installing another valve to prevent frequent flooding of the intersection of Barre/Wentworth during this installation. B&C assisted City staff with investigating possible solutions using pipe plugs to simulate the proposed check valves during high tides.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.
We obtained a quote from Checkmate which is considerably higher than the WaPro, Inc. price (see attached). Research on-line did not produce any other manufacturers that make this type of valve. B&C has installed several of these valves in the vicinity of the proposed valve and is familiar with the ordering and installing of the valves. Due to the unique measuring necessary to fabricate the valves, we asked B&C for a purchase and installation price for the valve. In addition, the valve is to be placed in a manhole that was part of a "plugging" study that the City conducted with the assistance of B&C. B&C is very familiar with the proposed tidal valve program.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.
We obtained quotes from WaPro, Inc. & Checkmate. The Checkmate valve prices were considerably higher than the WaPro price. Research on-line did not produce any other manufacturers that make this size/type of valve. B&C was on-site installing the other valves, so testing and adding the Beaufain valve was more cost effective.

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

_X___YES or NO ____

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

The other competitive product is considerably more expensive than the WaPro valve.
If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time.

SIGNATURE _____ TITLE Project Manager

Wapro Inc.
150 N Michigan Ave
Suite 1950
Chicago, IL 60601 US
(888) 927-8677
sales@waproinc.com
www.wapro.com

Quote 1515

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
B & C Land Development	TBA	03/02/2018	$44,208.00	04/04/2018

SHIP VIA	P.O. NUMBER	SALES REP	PROJECT NAME
Best Way			Morrison Valves

ACTIVITY	QTY	RATE	AMOUNT
WS750-S2-316 WaStop NPS 30" S-Series Soft SS316	1	7,043.00	7,043.00
WS985-S2-316 WaStop NPS 42" S-Series Soft SS316	1	12,258.00	12,258.00
WS1385-S2-316 WaStop NPS 54" S-Series Soft SS316 Single collar	1	24,582.00	24,582.00

Shipping and packing to be added. Ex Works Elk Grove Village, Chicago.
Sales Tax to be added.

SUBTOTAL	43,883.00
SHIPPING	325.00
TOTAL	$44,208.00

THANK YOU

Accepted By

Accepted Date

Send Check Payment To
Wapro Inc.
150 N. Michigan Ave., Ste 1950
Chicago, IL 60601

Wire Payment Information
JP Morgan Chase Bank
Routing Number: 071000013
Account Number: 974331928

8:34

287

Checkmate Pricing for City of Charleston, SC 3 Project RFQ - Morrison Drive, Beaufain St. & Wentworth St. Charles Rooke - B&C Land Development 843-200-8740

Good Morning Charles,

Red Valve is typing up a Formal Quote to get it into their system, but here's your pricing for now.

VALVE DESCRIPTION:
Tideflex Checkmate Ultraflex Slip-In Inline Check Valves
Neoprene
316SS Expansion Clamps

(1 ea)
54"
Price: $ 29,831.00 Customer Net, freight prepaid & add
26,847.90

(2 ea)
48"
Price: $ 22,226.00 Customer Net, freight prepaid & add
20,003.40

(1 ea)
30"
Price: $ 8,443.00 Customer Net, freight prepaid & add
7598.70

Red Valve is willing to offer a 10% discount off of all Valves if they receive (1) PO for all (4) Valves.

Lead Time is 10-12 weeks after Drawing Approval and

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

LAURA S. CABINESS, P.E.
Director

March 2, 2018

Mr. Kirk Richards, P.E.
Assistant District Maintenance Engineer
SCDOT – District Six
6355 Fain Blvd.
North Charleston, SC 29406

DRAFT

Re: Maintenance of a check valve at Beaufain Street (S-393) near Lockwood Boulevard (S-1015)

This letter concerns the proposed installation of a 42" check valve at the storm drain manhole within the SCDOT right-of-way on Beaufain Street (S-393) near Lockwood Boulevard (S-1015)

The City Council of Charleston, at its meeting held _____, 2018, agreed to accept full maintenance responsibility for the proposed check valve within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these check valves in compliance with current SCDOT standards and per manufacturer recommendations.

Should there be any questions, please do not hesitate to contact me at (843) 724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

2 George St., Suite 2100, Charleston, SC 29401 Phone (843) 724-3754 Fax (843) 973-7261

City of Charleston
Short Form Small Construction Contract

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

The Owner: City of Charleston
Public Service Department
2 George Street, Suite 2100
Charleston, SC 29401

and the Contractor: B&C Land Development, Inc.
3785 Old Charleston Highway
Johns Island, South Carolina 29455

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

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

N/A - **Beaufain Street Check Valve**
(Project Number) - (Project Name)
Short Description of the Project:
Installation of a check valve in Beaufain Street (near Lockwood Boulevard) in accordance with the Scope of Work attached heretofore and incorporated herein as Exhibit A (the "Scope of Work").

WHEREAS, the Contractor, whose South Carolina professional license is G113138, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: B&C Land Development, Inc.

BY: _____
(Signature of Contractor Representative)

Charles S. Rooke
(Name of Contractor Representative)

ITS: President

TERMS AND CONDITIONS

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

1. TIME OF PERFORMANCE:

    a. THE EFFECTIVE DATE of this Contract shall be the date written above.
    b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
    c. THE DATE OF SUBSTANTIAL COMPLETION shall be 30 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
    d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

    a. THE CONTRACT SUM OF $83,323.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
    b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
    Not Applicable ☒

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

    It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Hundred Fifty Dollars ($150.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
    1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
    2. the Project Manual dated: N/A
    3. the Project Drawings dated N/A along with the Project Drawings listed in the Project Manual;
    4. Bid Addenda issued by the City: Numbers: N/A, the Contractor's completed Bid Form;
    5. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
    1. it and its subcontractors (if any) are financially able to complete the Work;

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

C. Contractor's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

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

D. Owner's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Owner shall:

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

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;

2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit 0 sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

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

C. Inspection and Testing of Materials

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

D. Substitutions

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

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

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

G. Reports

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

H. Time for Completion

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

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.

2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

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

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

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

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

ARTICLE 6 – DISPUTE RESOLUTION

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

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

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

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

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

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

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

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

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

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

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

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

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

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

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

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category "of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

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

ARTICLE 11 – CORRECTION OF WORK

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

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

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

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

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

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

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

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

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

B&C LAND DEVELOPMENT, INC.
3785 Old Charleston Highway
Johns Island, S.C. 29455
843-766-8109 PHONE
843-766-8158 FAX

PROPOSAL

Date: 2/8/2018
Project: Beaufain St. Checkvalve
Company: City of Charleston
Attn: Frank Newham

We hereby propose to furnish the materials, labor, and equipment necessary for the completion of SCOPE

Cut out asphalt on outlet side of existing storm drain box
Install 48" checkvalve inside box culvert
Reconstruct existing manhole in Beaufain St.
Asphalt patch

All materials are guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantial workmanlike manner, for the sum of $ 83,323.00

Note: Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

TERMS AND CONDITIONS:
*Net 30
*Bid good for 30 days
*Normal work hours (7:30 AM- 5:00PM)
*Service charge of 1 1/2 % per month (APR18%) on all invoices past due

THIS PRICE DOES NOT INCLUDE THE FOLLOWING:
*Layout, As-builts or Engineering
*Permits, Impact or Tap Fees
*Mucking or haul of muck material
*Boring/Drilling of any type
*Dewatering such as well pointing, if required well pointing would be priced by the LF of installed pipe
*Asphalt milling and overlay

*No Retainage to be held unless stipulated in a Separate Formal Contract
Respectfully Submitted,
B&C Land Development, Inc.

By: _____
Charles S. Rooke

ACCEPTED:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.
Signature _____ Date of Acceptance: _____
Witness _____

NOTE: This proposal may be withdrawn if not accepted within 30 days

12.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: J. Frank Newham **DEPT.** Public Service

SUBJECT: MORRISON DRIVE CHECK VALVE PROJECT

REQUEST: We request approval for B&C Land Development to install three check valves on the storm drain outfalls within the SCDOT right of way. These valves will prevent tidal flooding of low areas west of Morrison including portions of America, Aiken and Lee Streets. CWS has offered to reimburse the city for 50% of the cost.

COMMITTEE OF COUNCIL: Ways & Means **DATE:** March ~~27~~ 26, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	☐	☐	[signature]	☐
Cap. Proj. Cmte. Chair	☐	☐	[signature], for Amy Wharton	☐
Dir. Dept. of Public Serv.	☑	☐	[signature]	☑
	☐	☐		☐

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

If yes, provide the following: Dept./Div: 050312 Account #: 58240

Balance in Account $212,378.00 Amount needed for this item $212,378.00

NEED: Identify any critical time constraint(s).

CFO's Signature: [signature], Deputy CFO

FISCAL IMPACT:

Mayor's Signature: [signature]

John J. Tecklenburg, Mayor

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

City of Charleston
Short Form Small Construction Contract

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

The Owner:	City of Charleston Public Service Department 2 George Street, Suite 2100 Charleston, SC 29401	and	the Contractor:	B&C Land Development, Inc. 3785 Old Charleston Highway Johns Island, South Carolina 29455

ARCHITECT ENGINEER – The A/E of Record for this Project is: N/A

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

N/A - **Morrison Drive Check Valve**
(Project Number) - (Project Name)
Short Description of the Project:

Installation of three check valves in Morrison Drive (near Jackson Street) in accordance with the Scope of Work attached heretofore and incorporated herein as Exhibit A (the "Scope of Work").

WHEREAS, the Contractor, whose South Carolina professional license is G113138, is prepared and qualified to provide the City requested services as outlined in Exhibit A and in accordance with the General Terms and Conditions of this Contract.

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

OWNER: City of Charleston

BY: _____
John J. Tecklenburg
Mayor

CONTRACTOR: B&C Land Development, Inc.

BY: Charles S. Rooke
(Signature of Contractor Representative)

Charles S. Rooke
(Name of Contractor Representative)

ITS: President

TERMS AND CONDITIONS

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

1. TIME OF PERFORMANCE:

    a. THE EFFECTIVE DATE of this Contract shall be the date written above.
    b. THE DATE OF COMMENCEMENT shall be the date indicated in the Notice to Proceed.
    c. THE DATE OF SUBSTANTIAL COMPLETION shall be 60 calendar days after the DATE OF COMMENCEMENT, subject to adjustment in accordance with the terms of this Contract.
    d. THE DATE OF FINAL COMPLETION shall be the date that the Work has been completed and accepted by the Owner.

2. PAYMENTS TO THE CONTRACTOR for acceptable Work performed shall be as follows:

    a. THE CONTRACT SUM OF $212,378.00 to be paid in response to the Contractor's Applications for Payment as certified by the A/E and subject to the terms of this Contract.
    b. THE CONTRACT SUM is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
    Not Applicable ☒

3. LIQUIDATED DAMAGES ARE AS FOLLOWS:

    It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of One Hundred Fifty Dollars ($150.00) for each day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

General Conditions

ARTICLE 1 – CONTRACT DOCUMENTS

A. The Contract Documents forming this Contract shall consist of the following:
    1. a fully executed Short Form Construction Contract (this document) and any listed attachments hereto;
    2. the Project Manual dated: N/A
    3. the Project Drawings dated N/A along with the Project Drawings listed in the Project Manual;
    4. Bid Addenda issued by the City: Numbers: N/A, the Contractor's completed Bid Form;
    5. all Change Orders and Change Directives;

ARTICLE 2 – CONTRACTOR, OWNER, A/E PROVISIONS

A. The Contractor warrants to the Owner that:
    1. it and its subcontractors (if any) are financially able to complete the Work;

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

C. Contractor's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Contractor shall:

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

D. Owner's Rights and Responsibilities

In addition to any other rights and responsibilities contained in this Contract, the Owner shall:

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

E. A/E's Rights and Responsibilities

In addition to any other rights and responsibilities contained in the Contract, the A/E shall:

1. represent the Owner during the construction process through final completion of the Project, and as requested during the warranty period. The A/E will act on behalf of the Owner only to the extent provided in these Contract Documents or otherwise agreed by the Owner;

2. make periodic visits to the site during construction to become familiar with the progress and quality of the Work and to determine if the Work is being performed accordance with the Contract Documents;
3. make recommendations to the Owner as to the acceptance or rejection of any portion of the Project and communicate the Owner's decision to the Contractor;
4. review and approve or reject shop drawings and samples submitted by the Contractor;
5. respond promptly to all requests for information or clarification from the Owner or the Contractor;
6. make the interpretation and decision on matters concerning performance under, and the requirements of, the Contract Documents, upon written request of either the Owner or Contractor, said interpretation or decision of the A/E shall be final, subject to the dispute resolution provisions of this Contract;
7. review periodic requests for payment, and approve or reject the request, in whole or in part; and,
8. prepare Change Orders or Change Directives as directed by the Owner.

ARTICLE 3 – CONSTRUCTION ADMINISTRATION

A. Shop Drawings and Samples

1. The Contractor shall review and approve Shop Drawings and Samples prior to their submission to the A/E. The Contractor's review shall be for compliance with the requirements of the Contract Documents and to ensure complete coordination of the Work.
2. The Contractor shall submit 0 sets of Shop Drawings as specified in the Contract Documents, or in the absence of a specification, submit enough copies for the Owner to retain two copies plus the number desired to be returned to the Contractor.
3. The A/E will review the shop drawings and samples with reasonable promptness but only for conformity with the design.
4. The Contractor shall submit samples as required by the Contract Documents. The final installed product shall match the approved sample.

B. Materials and Workmanship

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

C. Inspection and Testing of Materials

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

D. Substitutions

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

E. Changes in the Work

1. Only the Owner may authorize changes in the Work. Such changes shall be made by issuing either a Change Order or a Construction Change Directive, and the Contractor shall execute the changed Work promptly.
2. The Contractor shall provide supporting information as requested by the A/E or the Owner to document the cost of any changed Work.
3. The Contractor shall prepare its cost proposal including labor and material cost breakdown with overhead and profit added as follows:
   a. For the Contractor or subcontractor on Work performed by its own forces:

Overhead (%)	Profit (%)	Commission (%)
10	7	0

   b. For the Contractor or subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   c. To a first tier subcontractor on Work performed by its subcontractors:

Overhead (%)	Profit (%)	Commission (%)
10	0	3

   d. No more than three levels of overhead, profit, and commission shall be allowed regardless of the number of subcontractor tiers ("commission" is defined as profit on Work performed by others). The Contractor or subcontractor shall not be allowed overhead or commission on the overhead, profit, and/or commission received by its subcontractors. Changes to the Work that decrease the Contract Sum, i.e., deleted Work, shall include Overhead, Profit, and Commission.
4. In the absence of a total agreement concerning the item(s) for a Change Order, a Construction Change Directive shall be issued and the Contractor shall proceed diligently with performance of the Work required.

F. Receiving and Storing Materials and Equipment

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

G. Reports

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

H. Time for Completion

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

I. Guarantees and Warranties

1. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other Work or property resulting from such defects for a period of one year from the Date of Substantial Completion, excepting damage that is caused by misuse or abuse by the Owner. All warranties shall be assigned to the Owner at no cost to the Owner and without the approval of the Contractor.

2. Where guarantees and/or warranties are required in the technical sections of the specifications, or as noted on the drawings, exceeding the one-year guarantee period, the extended warranty period will govern.

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

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

ARTICLE 4- PAYMENTS

A. The Owner shall make payments no more often than monthly to the Contractor for acceptable Work, as scheduled on page 1 and in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

B. The Contractor shall make payments to subcontractors and suppliers for acceptable Work performed and materials furnished in accordance with Title 29, Chapter 6 of the SC Code of Laws, as amended.

C. Accompanying each Application for Payment, the Contractor shall submit to the A/E a Schedule of Values allocating all the various portions of the Project, and a Construction Schedule, to be used by the A/E as a basis for reviewing the Application for Payment. The Owner shall make progress payments to the Contractor for acceptable Work completed based on the approved Schedule of Values and the A/Es' evaluation of the Contractor's Application for Payment. The Owner shall retain ten (10) percent of the value of the Contractor's last payment until the Final Application for Payment is paid.

D. The Contractor's Final Application for Payment may be submitted when the following have occurred:
1. The Contractor has fully completed the Project which is the subject of this Contract, including the acceptable completion of all punch list items; and,
2. The Contractor furnishes a Consent of Surety to Final Payment (for bonded projects) and Releases of Lien from subcontractors and suppliers; and,
3. The Contractor has furnished to the satisfaction of the A/E and the Owner all operating and maintenance manuals, product information, supplier warranties and guarantees and all other project completion documents; and,
4. The Contractor has completed all training and other startup/turnover support activities with the Owner's staff.

E. If the Project is completed to the satisfaction of the A/E, the A/E shall certify the Final Application for Payment and the Owner shall make final payment to the Contractor.

ARTICLE 5 – CLAIMS

A. Each party may assert a Claim requesting an adjustment of the Contract Sum, a change in the Contract Time for completion, or other relief with respect to the terms of the Contract.

B. Claims under this Contract shall be submitted by written notice that a Claim is being asserted. The responsibility to substantiate a Claim rests with the party making the Claim.

C. Claims arising prior to the date the final payment is due must be initiated within twenty-one (21) days after occurrence of the event giving rise to such Claim or within twenty-one (21) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. By failing to give written notice of a Claim within the time required by this paragraph, a party expressly waives its Claim.

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

ARTICLE 6 – DISPUTE RESOLUTION

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

ARTICLE 7 - SUSPENSION OR TERMINATION OF THE CONTRACT

A. Owner's Right of Termination

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

B. Contractor's Right of Termination

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:
   a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
   b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.
2. The Contractor may terminate its performance under this Contract if the Owner fails to make payments of undisputed amounts to the Contractor as required by the terms of this Contract. Prior to the termination for nonpayment, the Contractor shall give written notice to the Owner, and shall allow the Owner no fewer than sixty (60) calendar days to make payment, otherwise the termination may take effect without further notice by the Contractor.
3. If the Contractor terminates the Contract for one of the reasons stated above, the Contractor will be compensated for Work completed and accepted and materials purchased and stored in accordance with the Contract Documents through the date of termination.

C. Owner's Right of Suspension

1. The Owner may, at any time, suspend this Contract, in whole or in part, with or without cause, for such period of time as determined by the Owner.
2. The Contract Sum and Contract Time will be adjusted for increases in cost to the Contractor due to the delay or interruption of the Work, except that no increase will be granted for delays or interruptions that are, or would have been, the responsibility of the Contractor or subject to an equitable adjustment covered under other provisions of the Contract.

ARTICLE 8 – PROTECTION OF PERSONS AND PROPERTY

A. The Contractor is responsible for job-site safety and the protection of persons and property within the Work site. The Contractor shall comply with all applicable laws, rules and regulations regarding safety.

B. If during the course of executing the Work, the Contractor encounters material believed to be hazardous or of archeological significance, the Contractor shall immediately stop Work in the affected area and report the conditions to the Owner and the A/E in writing. Except by written agreement of the Owner and Contractor, the Contractor shall not resume Work until the material has been rendered harmless, removed or protected.

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

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

ARTICLE 9 – INDEMNITY

A. The Contractor shall indemnify and save harmless the Owner and the Owner's officers, agents, and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the Owner submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

ARTICLE 10 – INSURANCE AND BONDS

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

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

C. The Insurance required by this Article shall be written for not less than the following limits or greater if required by law or other provisions in the Contract:
   1. Commercial General Liability:

a. General Aggregate (per project)	$ 1,000,000
b. Products/Completed Operations	$ 1,000,000
c. Personal and Advertising Injury	$ 1,000,000
d. Each Occurrence	$ 1,000,000
e. Fire Damage	$ 50,000
f. Medical Expense (any one person)	$ 5,000

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

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

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

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

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

H. Bonds

The Contractor shall deliver to the Owner properly executed Performance and Payment Bonds. If the Contractor fails to provide the Owner with a properly executed Bond as required herein, Contractor shall be in material breach of its responsibilities under the Contract.

1. Bonds shall each be in the amount of 100% of the amount of the Contract.
2. The Surety providing the Bonds shall have, at a minimum, a "Best Rating" of "A" as stated in the most current publication of "Best's Key Rating Guide, Property–Casualty". In addition, the Surety shall have a minimum "Best Financial Strength Category "of "Class V" and in no case less than five (5) times the Contract amount. The Bonds shall:
   a. be issued by a surety company licensed to do business in South Carolina; and,
   b. be accompanied by a current power of attorney and certified by the attorney-in-fact who executes the bond on the behalf of the surety company; and,
   c. remain in effect for a period not less than one (1) year following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer; and,
   d. display the Surety's' Bond Number.

I. Property Insurance

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

ARTICLE 11 – CORRECTION OF WORK

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

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

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

ARTICLE 12 – CONSTRUCTION BY OWNER

A. The Owner reserves the right to do Work with its own forces or award separate contracts for Work on the same project.

B. The Contractor agrees to allow access to the site by the Owner's workforce or separate contractor(s), and agrees to assist in coordinating the progress of the Work with the Owner.

C. The Owner shall have the responsibility to coordinate the activities of the various contractors working at the project location.

ARTICLE 13 – SUBCONTRACTORS

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

ARTICLE 14 – COMPLETION AND CLOSEOUT

A. The Contractor shall have completed the unfinished and defective Work listed in the "punch list" and notify the A/E of its completion. The A/E will schedule a Final Inspection and require the Contractor to demonstrate that all equipment and systems operate as designed. The Owner may elect to have other persons, firms or agencies participate in the inspections.

B. Failure of the Contractor to achieve completion within the allowed time shall entitle the Owner to consider the Contractor in breach of the Contract.

C. If more than one Final Inspection is required, the Contractor shall reimburse the Owner for all costs associated with the re-inspection, if any.

D. Final Payment shall not be due, nor shall retained funds be released, until the Contractor complies with the requirements of Article 4.

ARTICLE 15 – GOVERNING LAW

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

ARTICLE 16 - MISCELLANEOUS

A. The Contractor and Owner each bind themselves, their directors, officers, successors, executors, administrators, assigns and legal representatives to all provisions of the Contract. Neither party shall assign, sublet or transfer their interest in this Contract.

B. This Contract represents the entire and integrated agreement between the Owner and the Contractor. It supersedes any and all prior and contemporaneous communications, representations and agreements, whether written or oral relating to the subject matter of this Contract.

C. Nothing in this Contract shall be construed to give any rights, contractual relationship or benefit to a third party against either the Owner or the Contractor.

D. Nothing in this Contract shall prevent the Contractor from employing any independent consultant, associate, or sub-contractor to assist in the performance of the Work.

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

B&C LAND DEVELOPMENT, INC.
3785 Old Charleston Highway
Johns Island, S.C. 29455
843-766-8109 PHONE
843-766-8158 FAX

PROPOSAL

Date: 2/9/2018
Project: 42" Checkvalve in Box Culvert on Morrison
Company: City of Charleston
Attn: Frank Newham

We hereby propose to furnish the materials, labor, and equipment necessary for the completion of SCOPE

1) Cut out top section of 3.5' x 4' box culvert
2) Install temporary gate assembly to observe tide cycle
3) Remove gate assembly
4) Install 42" checkvalve with SS thimble sleeve
5) Shoot gunite to seal around annular space
6) Install 2 EA 3' x 3' Bilco door hatch on top of box culvert to access and inspect new checkmate

All materials are guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantial workmanlike manner, for the sum of $ 81,316.00

Note: Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

TERMS AND CONDITIONS:
*Net 30
*Bid good for 30 days
*Normal work hours (7:30 AM- 5:00PM)
*Service charge of 1 1/2 % per month (APR18%) on all invoices past due

THIS PRICE DOES NOT INCLUDE THE FOLLOWING:
*Layout, As-builts or Engineering
*Permits, Impact or Tap Fees
*Mucking or haul of muck material
*Boring/Drilling of any type
*Dewatering such as well pointing, if required well pointing would be priced by the LF of installed pipe
*Asphalt milling and overlay

*No Retainage to be held unless stipulated in a Separate Formal Contract
Respectfully Submitted,
B&C Land Development, Inc.

By: _____
Charles S. Rooke

ACCEPTED:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.
Signature _____ Date of Acceptance: _____
Witness _____

NOTE: This proposal may be withdrawn if not accepted within 30 days

B&C LAND DEVELOPMENT, INC.
3785 Old Charleston Highway
Johns Island, S.C. 29455
843-766-8109 PHONE
843-766-8158 FAX

PROPOSAL

Date: 2/8/2018
Project: Checkvalves on Morrison
Company: City of Charleston
Attn: Frank Newham

We hereby propose to furnish the materials, labor, and equipment necessary for the completion of SCOPE

54" and 30" Checkvalves

Build coffer dam in drainage creek
Dig out silted in area in front of drain pipes
Chip out oysters inside of existing RCP
Clean section of RCP with vactor truck
Install plugs to test blockage of pipe for high tide
Remove plugs and coffer dam upon positive results of test
Order checkvalves
Reinstall coffer dam
Install checkvalves

All materials are guaranteed to be as specified, and the above work to be performed in accordance with drawings and specifications submitted and completed in a substantial workmanlike manner, for the sum of $ 131,062.00

Note: Any alteration or deviation from above specifications involving extra costs will be executed only upon written order and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control.

TERMS AND CONDITIONS:
*Net 30
*Bid good for 30 days
*Normal work hours (7:30 AM- 5:00PM)
*Service charge of 1 1/2 % per month (APR18%) on all invoices past due

THIS PRICE DOES NOT INCLUDE THE FOLLOWING:
*Layout, As-builts or Engineering
*Permits, Impact or Tap Fees
*Mucking or haul of muck material
*Boring/Drilling of any type
*Dewatering such as well pointing, if required well pointing would be priced by the LF of installed pipe
*Asphalt milling and overlay

*No Retainage to be held unless stipulated in a Separate Formal Contract
Respectfully Submitted,
B&C Land Development, Inc.

By: _____
Charles S. Rooke

ACCEPTED:
The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.
Signature _____ Date of Acceptance: _____
Witness _____

NOTE: This proposal may be withdrawn if not accepted within 30 days

Flooding with 7' Tide

Important Disclaimer Notice

The City of Charleston makes no warranty, representation, or guaranty as to the content, sequence, accuracy, timeliness, or completeness of any information provided herein or derived from the mapping data for any reason. The City of Charleston explicitly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. The user knowingly waives any and all claims for damages against any and all of the entities comprising the City of Charleston that may arise from the mapping data.

Flooded Area

Storm Drain

Inlets

Open Channels

Stormwater Culverts

Marsh

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City of Charleston
Department of Public Service
Engineering Division
2 George St, Suite 2100
Charleston, SC 29401
www.charleston-sc.gov

N

0 75 150 300 450 600 Feet

1 inch = 300 feet

JOHN J. TECKLENBURG
Mayor

City of Charleston
South Carolina
Department of Public Service

LAURA S. CABINESS, P.E.
Director

March 2, 2018

Mr. Kirk Richards, P.E.
Assistant District Maintenance Engineer
SCDOT – District Six
6355 Fain Blvd.
North Charleston, SC 29406

Re: Maintenance of three (3) check valves at Morrison Drive (US 52) near Jackson Street (S-1777)

This letter concerns the proposed installation of a 30" check valve, a 54" check valve, and a 3.5'x4' check valve at the storm drain outfalls within the SCDOT right-of-way on Morrison Drive (US 52) across from Jackson Street (S-1777).

The City Council of Charleston, at its meeting held March 23, 2018, agreed to accept full maintenance responsibility for the proposed check valves within the State maintained right-of-way shown on the attached drawing and which will be constructed under a valid SCDOT Encroachment Permit. The City of Charleston agrees to maintain these check valves in compliance with current SCDOT standards and per manufacturer recommendations.

Should there be any questions, please do not hesitate to contact me at (843) 724-3754 or at cabinessl@charleston-sc.gov.

Sincerely,

Laura S. Cabiness, P.E.

2 George St., Suite 2100, Charleston, SC 29401 Phone (843) 724-3754 Fax (843) 973-7261

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Public Service

PRODUCT: WaPro Inc. In-line check valve –Morrison Drive (Morrison Drive and Aiken/America Street flooding)

REQUISITION NUMBER: N/A

VENDOR: Wapro Inc. and B&C Land Development

DATE: 3/2/18

1. Please state the use for this/these product(s).
B&C was approved at 12/19/17 meeting of Council to install a Checkmate valve in a tidally-influenced storm drain system at Reid and East Bay Streets to prevent tidal intrusion into the intersection at Drake and Reid Streets Tidal flooding occurs frequently in the streets at this location creating health, traffic & safety issues.

At the request of the Mayor, staff investigated the possibility of installing another valve to prevent frequent flooding of the intersection of Morrison and Jackson. B&C assisted City staff with investigating possible solutions using pipe plugs to simulate the proposed check valves during high tides.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.
We obtained a quote from Checkmate which is considerably higher than the WaPro, Inc. price (see attached). Research on-line did not produce any other manufacturers that make this type of valve. B&C has installed several of these valves in the vicinity of the proposed valve and is familiar with the ordering and installing of the valves. Due to the unique measuring necessary to fabricate the valves, we asked B&C for a purchase and installation price for the valve. In addition, the valve is to be placed in a box culvert and two outfalls that was part of a "plugging" study that the City conducted with the assistance of B&C. B&C is very familiar with the proposed tidal valve program.

3. Please explain in detail why this product is considered a sole source. (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.
We obtained quotes from WaPro, Inc. & Checkmate. The Checkmate valve prices were considerably higher than the WaPro price. Research on-line did not produce any other manufacturers that make this size/type of valve..

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

_X___YES or NO ____

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

The other competitive product is considerably more expensive than the WaPro valve.

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

SIGNATURE _____ TITLE Project Manager

Newham, Frank

From: Tumboli, Catherine <TumboliC@scdot.org>
Sent: Wednesday, February 21, 2018 1:57 PM
To: Newham, Frank
Cc: Canaday, Steven L.
Subject: Permit Application 200052855 - Initial Comments

Frank,

I have reviewed permit application 200052855 and have the following initial comments:

- Please provide letter from the City of Charleston agreeing to maintain the valves in perpetuity. (see attach letter)
- Please provide traffic control plan.
    - Please reference SCDOT Standard Drawings (http://m.dot.state.sc.us/business/standard-drawings.aspx)

Please let me know if you have any questions or concerns.

Thank you,

Cathy Tumboli
Encroachment Permitting Office
SCDOT Charleston Maintenance
TumboliC@scdot.org
843-745-7456

Wapro Inc.
150 N Michigan Ave
Suite 1950
Chicago, IL 60601 US
(888) 927-8677
sales@waproinc.com
www.wapro.com

Quote 1515

ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
B & C Land Development	TBA	03/02/2018	$44,208.00	04/04/2018

SHIP VIA	P.O. NUMBER	SALES REP	PROJECT NAME
Best Way			Morrison Valves

ACTIVITY	QTY	RATE	AMOUNT
WS750-S2-316 WaStop NPS 30" S-Series Soft SS316	1	7,043.00	7,043.00
WS985-S2-316 WaStop NPS 42" S-Series Soft SS316	1	12,258.00	12,258.00
WS1385-S2-316 WaStop NPS 54" S-Series Soft SS316 Single collar	1	24,582.00	24,582.00

Shipping and packing to be added. Ex Works Elk Grove Village, Chicago.
Sales Tax to be added.

SUBTOTAL	43,883.00
SHIPPING	325.00
TOTAL	$44,208.00

THANK YOU.

Accepted By

Accepted Date

Send Check Payment To
Wapro Inc.
150 N. Michigan Ave., Ste 1950
Chicago, IL 60601

Wire Payment Information
JP Morgan Chase Bank
Routing Number: 071000013
Account Number: 974331928

8:34

287

Checkmate Pricing for City of Charleston, SC 3 Project RFQ - Morrison Drive, Beaufain St. & Wentworth St. Charles Rooke - B&C Land Development 843-200-8740

Friday, [illegible] at 9:[illegible] AM

Good Morning Charles,

Red Valve is typing up a Formal Quote to get it into their system, but here's your pricing for now.

VALVE DESCRIPTION:
Tideflex Checkmate Ultraflex Slip-In Inline Check Valves
Neoprene
316SS Expansion Clamps

(1 ea)
54"
Price: $ 29,831.00 Customer Net, freight prepaid & add
26,847.90

(2 ea)
48"
Price: $ 22,226.00 Customer Net, freight prepaid & add
20,003.40

(1 ea)
30"
Price: $ 8,443.00 Customer Net, freight prepaid & add
7598.70

Red Valve is willing to offer a 10% discount off of all Valves if they receive (1) PO for all (4) Valves.

Lead Time is 10-12 weeks after Drawing Approval and

13.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor

FROM: Geona Shaw Johnson and Jacob Lindsey **DEPT.** Housing & Community Development

SUBJECT: OPPORTUNITY ZONES: AFTER THE FACT APPROVAL

REQUEST: Mayor and City Council are requested to approve the Opportunity Zone Application submitted to the S.C. Department of Commerce.

Opportunity Zones are a designation that allows local governments to capitalize on Opportunity Funds to increase economic and housing opportunities in low and moderate income neighborhoods. No match is required. Please see the attached for additional information.

COMMITTEE OF COUNCIL: Ways and Means **DATE:** March 27, 2018

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

	Yes	N/A	Signature of Individual Contacted	Attachment
Housing & Community	x		Geona Shaw Johnson	x
Corporate Counsel				
Cap. Proj. Cmte. Chair				

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

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

Balance in Account _____ Amount needed for this item _____

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

NEED: Identify any critical time constraint(s).

The application was submitted prior to February 28, 2018 due to time constraints.

CFO's Signature: _____

FISCAL IMPACT:

Mayor's Signature: _____

John J. Tecklenburg., Mayor

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

JOHN J. TECKLENBURG
MAYOR

City of Charleston

South Carolina

Department of Housing and Community Development

GEONA SHAW JOHNSON
DIRECTOR

Date: March 21, 2018
To: The Mayor and Members of Charleston City Council
From: Geona Shaw-Johnson and Jacob Lindsey
Re: Opportunity Zone Application

In the recently-passed tax legislation, a provision championed by Sen. Tim Scott could potentially help the city to facilitate tremendous investment in up-and-coming geographical areas. This tool, an Opportunity Zone Designation made by the US Department of the Treasury at the instruction of Governor McMaster, is a potentially-powerful instrument which we must wield with care and thoughtfulness. If we receive the Designation, we will be able to attract investors to build new, dense, decent, high-quality housing in areas of the city which need that. If we receive the Governor's Designation, we will be able to encourage re-investment in dilapidated commercial corridors and spur commercial redevelopment that facilitates the growth of small and medium businesses in the areas of the city which desperately need that. If we receive the Governor's Designation, we will be able to motivate the kind of high-quality economic growth which keeps Charleston in its place as the crown jewel of the Southern coast, and expands opportunities for every Charlestonian to have a good job and a home they can afford.

Opportunity Zones facilitate this kind of investment by allowing investors who have unrealized capital gains on their balance sheets to avoid (in some cases permanently, depending on the length of investment) taxation on those gains in exchange for creating Opportunity Funds and investing those funds in projects in Opportunity Zones. This concept has bipartisan support, its champions include Senator Scott; Sean Parker, cofounder of Facebook; and Mayors from coast to coast. Note that no City funding is required, only thoughtful oversight of the direction of private funds.

On the 19th of February, the South Carolina Department of Commerce announced that they were intending to accept applications to designate up to a quarter of South Carolina's "Distressed" or "Severely Distressed" census tracts as Opportunity Zones. "Your census tract submission," the application instructions said, "should include a balance of need and opportunity. Items for consideration are an area's absorptive capacity for new capital, habitability for local entrepreneurs, and connection to markets, population centers, and anchor institutions that can play a critical role in facilitating growth in distressed locales." Recognizing

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the need to act quickly, Mayor Tecklenburg assigned city staff to prepare the attached application by the February 28th deadline. You will note that the Census Tracts nominated cover swathes of the Peninsula and West Ashley, areas that balance need and opportunity, and have significant absorptive capacity for new capital. You may also note that portions of five of the tracts cross jurisdictional boundaries. We coordinated with Charleston County to ensure that tracts nominated would have the most potential for success.

There is no City money committed to this effort and none is required or requested. The designations are federal, though the work to designate them is left to the states. Our role is to nominate the tracts that best fit the criteria and then work to ensure that the tracts, if chosen, are developed in the way we know is possible so that, in the words of our application, "the housing and jobs we need to remain a culturally and economically diverse city will be developed… [and] we can be the city that shows the country and the world that today's economy doesn't have to leave people behind."

With questions about our application, please contact Dexter O'Connell, Associate Planner, Zoning, at oconnelld@charleston-sc.gov or 843-724-3779.

City of Charleston Opportunity Zone Application

Part 1: The Eastside and The Neck (Census Tracts 7, 9, 44, 53, and 54)

As the sun rises over the historic downtown peninsula of Charleston, South Carolina every morning, it first casts its benevolent rays down on the Eastside. At the largest Roll-on Roll-off port on the Atlantic coast, the dedicated Longshoremen of ILA Local 1442 have long been at work loading and unloading vehicles for shipment across the country. At Hannibal's Kitchen, a popular restaurant serving authentic Gullah-Geechee food, the staff readies the crab rice for another day. The golf cart driver at the parking lot of the Cigar Factory, a massively successful (if uncreatively-named) adaptive re-use of a decrepit cigar factory begins to greet employees of the many businesses making new use of a space successfully rehabilitated by private capital in partnership for the public good.

In census tracts 7, 9, and 53 which compose Charleston's Eastside neighborhoods, in Tract 54 which stretches from the Eastside into the Neck, and in Tract 44, which is Tract 54's Neck neighbor, the city's institutions are also waking up to greet the day. (The Tracts are all rated "Severely Distressed" and have a total population of 12,797) Folks park to jog the Ravenel bridge at the St. Julian Devine Community Center or swim in the Martin Luther King pool, eagerly anticipating completion of the ongoing rehabilitation of those two community cornerstones. A recent rezoning, achieved at a Planning Commission meeting in the rehabilitated Gaillard Center at the south end of the tracts, has opened up several blocks (empty since the demolition of the Grace Bridge) for badly-needed workforce housing. Ongoing multifamily housing, mixed-use, and commercial projects have demonstrated not just the need for more amenities in the Eastside and along its spines of Meeting and East Bay Streets and Morrison Drive and their extensions into the Neck, but the desire of private capital to invest in this area experiencing a massive and profound turnaround.

In Tract 54, the northernmost of the tracts, a proposed mixed-use development on Laurel Island wallows as if it had been consumed by marsh, awaiting the combination of incentives that would make construction feasible as smaller-scale rehabilitation and new construction projects closer to neighborhood centers push the Eastside to greater and greater heights. Though Tract 54 has been a center of success for these smaller projects, the land available to large-scale projects there is underutilized despite zoning allowing greater heights than anywhere else in the tricounty area. The opportunity provided by a promise to allow additional capture of capital gains would help those tracts to realize their full potential, providing much-needed housing and additional cultural and commercial entities.

Tract 54 is also the beating heart of the proposed Bus Rapid Transit for the Lowcountry, and the intersection of Meeting Street and Morrison Drive is the proposed southern terminus of the system. Facilitating additional Transit-Oriented Development around that inflection point on the new grid is a tremendous potential opportunity for private capital to realize the kind of huge gains (studies of Japan Railways suggest that it is profitable not because of its transit operations but because of its real-estate investments near transit) that only a built-in customer base like the kind provided by transit can bring. An Opportunity Zone would allow the capture of that capital while facilitating the kind of dense mixed-use development a successful transit

system requires. It would also encourage the rehabilitation of properties currently too valuable to stop using but too decrepit to really contribute to the advancement of the area, by changing the value calculus on rehabilitating them.

Until recently, Tract 7 was the home of the Eastside's only full-service grocery store. Long a Piggly-Wiggly, (which served as the employer of current Charleston City Councilmember James Lewis, Jr.) it became a Bi-Lo which prospered for some time. Unfortunately, increasing property values led the owner of the property to decide that it was too valuable to be a supermarket. While the parcel is currently tied up in disputes over entitlements and rezonings, the Eastside, a vibrant and full community in fundamental transition, has been left without a full-service grocery store. There are sites in Tract 7 where incentivized mixed-use development opportunities for a grocery store as part of a larger project, like the Publix in the 99 West Edge project on the opposite side of Charleston's peninsula, would bring folks the food opportunities they deserve while also providing tremendous returns for private capital. Tract 7 is a bustling hub of different housing types and smaller-scale commercial uses, but the tract also houses some of Charleston's institutions, like the County Library and Marion Square and multiple hotels and restaurants catering to the tourist trade. While it is not as economically depressed as the other tracts, it is eligible for an Opportunity Zone and has a demonstrated track record of leading the rehabilitation of downtrodden areas of Charleston like Upper King Street. Private capital is already flocking to the area, and its enhancement would help to provide the community with more of what it needs.

While Tract 7 is one that has already demonstrated ability to revitalize without substantial incentives as wealth pushes north along the peninsula, parts of the tract have been left out of the success. The Opportunity Zone for Charleston's Eastside would bring the benefits that have been concentrated along the corridors of success to the west of the tract over to its east, benefiting entrepreneurs, property owners, and longtime residents as the neighborhood transforms and amenities begin again to flourish. Well-paying jobs are a necessity in the eastern part of Tract 7, and an Opportunity Zone and the capital private investors would bring to it would bring those jobs in spades.

It's noon on the Eastside and the kids at Sanders-Clyde elementary are at lunch. They're thinking about the art project that integrated Urban Planning, Economics, and History, and was facilitated by their Librarian. Students across grades from First to Eighth collaborated on a project to plan and build a new Eastside. Their work went to the City Gallery as part of an art exhibition about wealth and poverty and generational inequality in Charleston. Though the little Gators at Sanders-Clyde who made the project understood deeply the ingrained systematic inequality they faced, they held their heads up high. When they planned their city, it had a mixture of uses distributed carefully across the map. It used water resources and maintained green design principles, while integrating the historic architecture of Charleston into a totally new idea. It was what they want the Eastside to look like when they grow up, and it is what an Opportunity Zone in the census tracts of the Eastside can bring.

The kids at Sanders-Clyde aren't unlike the adults eating lunch on the patios of some of the new restaurants and the meeting rooms of some of the new companies that are calling the Eastside home. The adults want a place they can afford to live near work, in a neighborhood

that has the amenities they need to raise a family, and in a place that provides the opportunity for well-paying jobs and the chance for entrepreneurship. Like the kids of Sanders-Clyde, the adults of the Eastside are strong, driven, and entrepreneurial, and the promise an Opportunity Zone would bring is the promise to be able to fully actualize their success. Some of them are thinking about the opportunities they might seize if only they were there while playing basketball Hampstead Square in tract 9. It's hard enough to sink a jump shot on a double rim outdoors, but in Tract 9, it's even harder to be an entrepreneur.

Tract 9 is Tract 7's more-downtrodden neighbor. While it is the home of the Port of Charleston, its residential areas and small commercial strip present enormous potential opportunity for positive change. Featuring a technical college and several beautiful parks, Tract 9 is an area where an Opportunity Zone would most benefit investors working on a smaller scale for the betterment of the community. Individual parcels up for smaller-scale rehabilitation or new construction and commercial uses begging to be expanded to better serve the densifying and growing community would benefit tremendously from the infusion of private capital that an Opportunity Zone would bring.

The opportunities in Tract 9 are the most exciting kinds of opportunities that bringing an Opportunity Zone to Charleston's Eastside would provide. Local entrepreneurs are already making a successful go of it there as restauranteurs and as printers and papermakers and as nightlife purveyors and as providers of various business services and as service providers for individuals suffering from homelessness. Helping them or other local entrepreneurs expand or start new businesses on a small scale would effectively and dramatically boost Tract 9, and programs connecting them with the Technical College would help employment in this and other tracts on the Eastside, which has been left behind by the tiger of economic growth in the Lowcountry.

Aside from mostly-industrial and thus inherently low-density Tract 54 (which may be populated by more dead Charlestonians than living ones if the quantity of cemeteries there is any guide), Tract 53 is the one with the most potential for absorption of new capital investment. Recent city bond measures and rezonings have made that area an incredibly attractive target for desperately-needed affordable housing development, and it has more available land for residential uses than anywhere else on the Charleston peninsula. An Opportunity Zone, combined with existing tax credits for Affordable Housing, would dramatically increase the viability of the kind of dense development Tract 53 is crying out for. Successful developments of affordable and market-rate housing already are in progress or recently completed in Tract 53, but the need is desperate and time is short as the crunch on working Charlestonians gets stronger and stronger. An Opportunity Zone is one of the things that could most help in achieving the necessary supply of housing to keep up with skyrocketing demand in the Eastside.

Tract 53's success is Charleston's success going forward. While existing projects 930 NoMo and several apartment buildings adjacent to the Interstate rise out of what was once incredibly marginal land, some of Tract 53 is left behind. Our city faces a choice about whether it can be a city for all types of people from all economic classes. With an Opportunity Zone and the investment it will bring, the housing and jobs we need to remain a culturally and

economically diverse city will be developed. Without that, it's hard to see the path that breaks the cycles of intergenerational poverty and helps all Charlestonians win in the 21st Century. With it, we can be the city that shows the country and the world that today's economy doesn't have to leave people behind. It can be the place that takes advantage of the small- and large-scale development in progress and facilitates what we need to continue to be vibrant, different, and successful far into the future.

The sun is setting on Charleston's Eastside today, but it's leaving its last kiss on the Neck Area. Tract 54's neighbor Tract 44 composes the Rosemont community and surrounding industrial land. The Neck was formerly the home of over 12 Phosphate Fertilizer Plants and has many areas designated by the Environmental Protection Agency as Brownfields. The Neck Area more recently has been given the nickname of "the Gateway" because of its location in the City of Charleston and proximity to the City of North Charleston. In fact, portions of Tract 44 are in North Charleston.

In Tract 44, the Pacific Box and Crate site was transformed from a dilapidated post-industrial husk to Boom Town; a business incubator with yoga studios, innovative restaurants, office space and tech businesses. A TIF district has also been assigned to this community and a large mixed-use development that is slated to provide over 3000 units of market-rate and affordable housing, office, retail, school facilities and parks is already in the works at the Magnolia Tract. A bridge known popularly as the Bridge to Nowhere, abandoned when the development stalled during the recession and currently the best place in Charleston to watch the sun set undisturbed by other people or activity, will soon be crawling with recreational and commuter users, and with young people making use of the recently-constructed skate park adjacent to it.

Anyone watching the sun set from the Bridge to Nowhere would know that while the sun was setting on the Neck and on the Eastside, it was not setting on the hopes and strengths of the people. For the Eastsiders who wonder what they can do for jobs and resources and a grocery store in their community and decent housing they can afford and opportunity for their children to have a better life than they have had, one of the resources we might use to help is an Opportunity Zone. As we consider the successes of privately-financed projects in the tracts of Charleston's Eastside and Neck and wonder about the potential for the future of our community, all Charlestonians understand that a combination of private investment and public incentives will be necessary to continue the strong growth our area has experienced.

The Eastside Opportunity Zone would powerfully motivate the kind of growth we want in Charleston. As the Eastside's Bar Mash, in the refurbished Cigar Factory, and Palace Hotel (a bar in the first floor of an old home) begin to welcome evening revelers, the power of economic development in the belly of the Eastside's sleeping tiger is evident. The Neck's recently-realized growth shows the exact same potential. As the four competing barbeque pitmasters of the region begin serving in earnest the meat they've been smoking since the morning, more and more people understand the latent potential of the five tracts. As the offices empty out into the six new breweries in Tracts 44, 53, and 54, the value of high-quality redevelopment of the Eastside is demonstrated again and again with each person who stays up there instead of

heading for King Street. The most effective way to power the successful Eastside and bring along its more in-need areas to share in the growth and success is an Opportunity Zone.

Part 2: West Ashley Neighborhoods (Tracts 26.05, 27.01, and 27.02)

A 1987 Pontiac Bonneville skids into the parking lot of the Citadel Mall, the thump of its dying transmission audible over the constant hum of nearby I-526. A young woman steps out of her car and contemplates another day at her job as an afternoon manager of one of the mall's few remaining stores. She's driven from her home in historic Maryville, a community West of the Ashley river with roots going back to the Freedman's Bureau, to her job in a section of Charleston built during the anodyne suburbanization of the second half of the 20th century. Though capital is pouring into Charleston's historic downtown, and some is trickling down Savannah Highway to the neighborhoods West of the Ashley river, it hasn't made its way here yet. She drove her car, only a couple of years younger than the mall and just as horribly out-of-date in both substance and style, past hundreds of yards of prime frontage lying abandoned and unused on one of Charleston's most important gateway corridors and up to a mall at the intersection of two streets stuck in the past and dying for a strong push into the future. Census Tracts 26.05, 27.01, and 27.02 are at the core of the potential revitalization of Charleston's West Ashley area. The Tracts are rated "Distressed" and have a combined population of 11,712 people.

Census Tract 27.01 is composed of some of the most high-potential commercial real estate in the whole city of Charleston. At the heart of the tract is the badly-ageing Citadel Mall, surrounded by lots awaiting the westward push of capital at a gateway to our region sorely in need of investment. While existing projects are beginning to appear, the push an Opportunity Zone would bring to this heavily-commercial region could hardly be overstated. Recent rezonings and overlay districts in the DuWap (Dupont Road and Wappoo Road) area have created a Job Center, designed to encourage and facilitate local entrepreneurship in industries that contribute large amounts of well-paying jobs. Already in the year since the rezonings, dozens of inquiries have come in about the potential of those properties, and several have begun the process of new development.

In Tract 27.01, the potential for absorption of capital near the anchor institution that is the Citadel Mall is huge. Already, the Medical University of South Carolina has announced a new health care facility connected to the Citadel Mall, and the availability and rawness of surrounding tracts is second-to-none in areas ten minutes from Charleston's Peninsula. It would be almost irresponsible to not designate the area an Opportunity Zone, such is the potential economic strength of the area. It also has a built-in advantage of an adjacent workforce in Tract 27.02 which is well-trained and equipped for new opportunities. Densification of residential development is anticipated within these two tracts, with many new apartment buildings in the visioning or planning stages. Plan West Ashley encourages the redevelopment of the mall area into regional node with office, residential, commercial, institutional, and recreational uses. TO that end, Citadel Mall is (along with much of the area of the three tracts) is included in a TIF district which provides built-in opportunity for public-private partnerships in the redevelopment of this area.

Though there might be some reservations about facilitating a massive infusion of capital to certain areas (particularly tract 26.05) over concerns about gentrification, Tract 27.01's primarily-commercial character mitigates against some of those concerns. It is an area that has so much potential for capital absorption that existing residents might barely notice that it was flowing in, but for the new opportunities they have to work and enjoy time with their families nearer to their homes.

In adjacent Tract 27.02, there is a more residential community character, but plenty of room is left for area improvements that benefit the entire population. Many vacant residential lots exist, and some commercial areas are vacant as well, calling out for revitalization. This community has recently seen an influx of young families seeking housing they can afford and is undergoing a commercial revitalization on Savannah Highway, its main artery.

Tract 26.05, which is the heart of the historic Ashleyville and Maryville communities, is located along Highway 61. Over the past decade, that has become one of the busiest corridors of the West Ashley Area. In recent years the area has seen exponential growth in population as well as new businesses locating to the area. As documented in City of Charleston's recently-adopted Plan West Ashley master plan, the area is transforming into a path of growth to maximize prosperity while minimizing the negative impacts of future development, harnessing the potential of an area in need of help without displacing longtime members of the community. As a result of the Plan, steps will be taken to ensure that any investments that come with an Opportunity Zone will share prosperity among all community members. An Opportunity Zone would facilitate making more desirable destinations closer to existing residential areas, creating walkable communities and bringing the density that would increase the availability of alternate viable transportation options.

In Tract 26.05 and its neighbor Tract 27.02, an Opportunity Zone would mean that future targeted growth can be better accommodated within the framework proposed by Plan West Ashley. The Opportunity Zone would also take advantage of the implementation of the Plan's Recommended new zoning standards that provide incentives for higher-density, mixed-use development in specific, targeted locations like those in all three West Ashley Tracts.

All three of these tracts have been called out as the centerpiece of the City of Charleston's Plan West Ashley. The Citadel Mall area in those two tracts is at the heart of scheduled public improvements like the Tiger Swamp Trail and the proposed Multiuse Bridge over the Ashley River. Currently in the application process for a Federal TIGER grant, that Bridge would provide a way for cycle and pedestrian commuters to move from their homes in West Ashley to jobs on the Peninsula, but if an Opportunity Zone were established in the three tracts, commuting patterns would likely flow the other way, such is the potential for new centers of investment and employment in those tracts.

Both local entrepreneurs and large-scale investors would benefit from an Opportunity Zone in the three tracts. The Bonneville-driving store manager who trundled into the parking lot of the Citadel Mall represents a perfect example. Though currently a place in the mall or elsewhere in the two tracts is unaffordable to someone of small scale, the Job Center rezonings combined with an Opportunity Zone would encourage the kind of medium-scale commercial

development which would allow her to explore her entrepreneurial ambitions. Partnering with the developer of a new mixed-use property in the DuWap Overlay Zone, she could go into business for herself and begin to achieve the American dream. Her potential is unlimited if we facilitate it effectively. Without an Opportunity Zone in those two tracts, her dreams might keep their current form, like the exhaust of the Bonneville, visible for an instant and then dispersed into the air like yet more dust.

Part 3: The Central Peninsula (Tracts 11 and 15)

At and near Burke High School in the Central Peninsula of Charleston, the only public High School in the City's historic downtown, the contrasts of Tracts 11 and 15 (both rated "Depressed" and with a total population of 3,896) are thrown into bare relief. Students constantly fight for a good education and the boundless opportunities that come from having the tools to succeed in our rapidly-changing world. Their teachers have trouble affording any housing anywhere near their work, but come back with dedication and strength to teach and inspire the young people in their care day after day. Down the block, though, high-rise buildings come up from the center of the city and new small and large businesses are making their mark felt on the community.

Tract 15 is the North Central community, a beautiful blend of residential housing, small neighborhood businesses, faith houses and the edge of historic Hampton Park. The residents of North Central believe strongly in their community and treasure its diversity, history and the beautiful homes that exist. This neighborhood has undergone multiple studies recognizing the value of people, and the invisible hand of the market has studied the area as well, demonstrating great value of the area's Real Estate. At one time, this quiet community on the Peninsula of Charleston had dozens of dilapidated homes and apartments, but the decent housing was affordable to a majority of its residents. Now, the character of the community is changing with an increase in the number of bars, restaurants, small businesses and high-end homes.

An Opportunity Zone in Tract 15 would harness the potential for additional residential density, helping to alleviate the principal problem of the area, that housing is in short supply. It would also encourage investment in businesses ready to employ Burke graduates who have succeeded in the school's many impressive Career Technical Education programs. A number of small firms have already invested in businesses they own in the community. Interior and exterior improvements are occurring, which illustrates a long-term investment in property and community. Recently, James Simons Elementary School underwent a capital improvement valued well over $10 million. The Housing Authority constructed additional rental apartments to the William Enston Home (rated the Most Beautiful Housing Project in America for a very clear reason, it is an idyllic community in which anyone, no matter their means, would be proud of living) to try to meet the housing demand, but it continues to be acute.

In Tract 11, the story is similar, but the area is more in need of commercial opportunities than residential ones. The community is strong, but the residents lack in employment opportunities within easy range of their homes. An Opportunity Zone would facilitate investments in small businesses in the area by local entrepreneurs who would be able to take

advantage of a workforce already in place which has a strong desire to stay in their community, but who would love to work in it too.

Tract 11 is also home to the city's largest housing project, the Gadsden Green Homes. Gadsden Green is an ideal example of a project which, without displacing a single resident, could be renovated as a public-private partnership facilitated by an Opportunity Zone. While maintaining the exact same quantity of public housing units, an Opportunity Zone would allow enough value capture for an entrepreneur to develop buildings of much higher quality than the currently-existing ones in partnership with the housing authority, spending the additional density available on market-rate units which would be available to people like the Burke teachers seeking new housing. Integrating a mixture of uses into the area would take the institutional feel away, ensuring that the area was destigmatized and giving the residents a new sense of dignity.

Tracts 11 and 15 are at the heart of Charleston, and they would be strong locations of Opportunity Zones. As a Burke Bulldog would say, they're full of bark and full of bite, and the advantages an opportunity zone would confer on both of the would be profound.

Part 4: Ranking

The City of Charleston ranks the requested opportunity zone tracts in the following way:

Rank	Census Tract	Area
1	53	Eastside
2	7	Eastside
3	54	Eastside/Neck
4	9	Eastside
5	44	Neck
6	27.01	West Ashley (Citadel Mall/DuWap)
7	27.02	West Ashley (Ashleyville/Maryville)
8	26.05	West Ashley (Ashleyville/Maryville)
9	11	Central Peninsula (Westside)
10	15	Central Peninsula (North Central)