COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember Appel

2. Approval of Minutes:
   January 25, 2022

3. Bids and Purchases

4. Parks – Capital Projects: Approval of Ashley Hall Fire Station #16 Renovation Change Order #2 with Satchel Construction, LLC in the amount of $47,005.99 for the removal and replacement of 33 storefront glass units, new side doors at apparatus bay and lounge restroom area, provide and install LVT flooring throughout the living quarters, install kitchen exhaust fan and demo old units in apparatus bay, drywall patching and painting in workout area, and electrical and light outlet alterations. Approval of Change Order #2 will increase the construction contract by $47,005.99 (from $151,726.85 to $198,732.84). The funding source for this project is Land Sales ($430,000).

5. Stormwater Management: Approval of Ehrhardt St Tunnel Construction Contract with Triad Engineering and Contracting Company in the amount of $12,487,790 for the construction of a stormwater tunnel and drop shaft structure that will service a portion of the medical district and will provide a drainage connection between the Medical District and the Spring/Fishburne drainage tunnel network. With approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000 to the extent project contingency funds exist in the Council Approved Budget. Approval of this construction contract will institute a project budget of $17,855,519 of which $12,487,790 will be obligated for the contract. Funding for this project is HUD CDBG-MIT Grant ($9,964,190) and Drainage Fund ($7,891,329).

6. Stormwater Management: Approval of Ehrhardt St. Tunnel Extension Fee Amendment #4 with Davis and Floyd for $2,482,200 for construction contract management, construction—phase engineering, assurance and acceptance inspection, sampling, testing, and construction survey verification for the Ehrhardt St. Tunnel Extension project. Approval of Fee Amendment #4 will increase the professional services contract by $2,482,200 (from $1,004,740 to $3,486,940). Funding for this project is HUD CDBG-MIT Grant ($9,964,190) and the Drainage Fund ($7,891,329).

7. Police Department: Approval of a contract renewal in the amount of $18,069 between the City of Charleston and Low Country Youth Services for a youth mentorship program to help CPD build relationships with youth and the community to prevent crime and promote public safety.
8. Police Department: Approval of an MOU between CPD and U.S. Department of Veterans Affairs, Ralph H. Johnson VA Health Care System Police Services for purposes of coordinating law enforcement response to incidents and situations occurring at the Ralph H. Johnson VA Health Care System.

9. Budget, Finance, and Revenue Collections: Approval of the attached budget to transfer $800,000 budgeted in 2022 for ARPA grants to grantee specific line items as recommended by the Ad Hoc Budget Committee. There is no budget impact. (Budget to be distributed under separate cover pending Ad Hoc Budget Advisory Committee meeting on February 3, 2022)

10. The Committee on Real Estate (Meeting was held on Monday, February 7, 2022 at 3:30 p.m., Conference Call: 1-929-205-6099; Access Code: 835 678 884)

a. An ordinance authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 459-05-04-116, within the right-of-way shown on drawing D-84107, to permit installation of duct bank to transfer electricity to multiple affordable housing projects, including James Lewis, Jr. Eastside Apartments. The property is owned by the City of Charleston. (Block of Lee Street, Nassau Street, Hanover Street and Cooper Street)

b. An ordinance authorizing the Mayor to execute on behalf of the City a utility easement, approved as to form by the office of Corporation Counsel, to Dominion Energy South Carolina, Inc., encumbering a portion of the City’s real property designated as Charleston County TMS No. 459-05-03-005, within the right-of-way shown on drawing D-84107, to permit installation of duct bank to transfer electricity to multiple affordable housing projects, including James Lewis, Jr. Eastside Apartments. The property is owned by the City of Charleston. (Nassau Street and Lee Street)

c. Request the Mayor and City Council approve the sale of the Shires Apartment to Harmony Housing, Inc., a Georgia-based nonprofit organization to re-capitalize and maintain the units as affordable rental housing for persons or families earning sixty (60%) and below the Area Median Income for a period of not to exceed 30 years. The previous investment the City of Charleston made in the approximate amount of $379k, known as Home Investment Partnerships Program Community Housing Development Organization (CHDO) proceeds awarded by the Department of Housing and Urban Development will be returned to Humanities Housing (CHDO for the Humanities Foundation) CHDO to be reinvested in CHDO eligible housing activities in the City of Charleston. Humanities Foundation will provide the City of Charleston an annual report illustrating where said funds are invested. Please see the attached correspondence from Tracy Doran and information on Harmony Housing.

d. Request the Mayor and City Council enter into an Option to Lease with RHG Housing Development, LLC (RHG), the successful bidder for the Johns Island Affordable Housing RFP (Fenwick Properties). RHG proposes to build both rental and for-sale affordable housing on the site. [Ordinance]

e. Request approval of the Lease Amendment renewing the lease agreement between Traverse Point, LLC and the City of Charleston, for the lease of the commercial space located at 2093 Executive Hall Road, Charleston, South Carolina. The monthly rent is approximately $6770.10. The space is utilized by CPD. (The property is owned by Traverse Point, LLC; TMS No. 351-01-00-049.)
f. Please consider the following annexations:

(i) 2131 Clayton Drive (0.25 acre) (TMS# 310-12-00-018), West Ashley, (District 11). The property is owned by David William Ogden and Erin Hope Leach-Ogden.

(ii) 1517 and 1521 Wappoo Drive (0.54 acre), (TMS# 351-12-00-115 and 207), West Ashley, (District 9). The property is owned by Little Dudes LLC and The Dudes Invests LLC.

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

TO: John J. Tecklenburg, Mayor
FROM: Wes Ratterree
DEPT. Information Technology

SUBJECT: ONESOLUTION SOFTWARE ANNUAL MAINTENANCE AND SUPPORT AGREEMENT
REQUEST: APPROVAL OF MAINTENANCE AGREEMENT WITH CENTRAL SQUARE, THE SOLE SOURCE VENDOR, TO PROVIDE MAINTENANCE AND SUPPORT SERVICES FOR THE CITY'S ONESOLUTION ERP (FINANCIAL, HR AND PAYROLL) SOFTWARE.

COMMITTEE OF COUNCIL: Ways & Means
DATE: February 8, 2022

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

<table>
<thead>
<tr>
<th>Information Technology</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following:
Dept./Div.: IT
Account #: 161000-52206
Balance in Account $3,205,628.25 Amount needed for this item $135,185.28

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

NOTES: Provides annual maintenance and support services, including software updates, for the City's Enterprise Resource Planning (ERP) system that provides all financial, payroll, budgeting, procurement and human resources functions.

CFO's Signature: [Signature]
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.
SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Information Technology

PRODUCT: OneSolution Annual Maintenance and Support

REQUISITION NUMBER: PR220574

VENDOR: Central Square Technologies

DATE: January 24, 2022

1. Please state the use for this/these product(s).
   
   Annual support and maintenance for OneSolution ERP system in support of City HR, Finance, Budgeting and Procurement operations.

2. Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.
   
   No. Central Square is the developer of the software and the only source for the purchase of the support.

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.
   
   Central Square is the developer of the software and the only source for the purchase of the support.

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

   YES or NO X

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

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

   This is renewal of annual maintenance and support for an existing system.

SIGNATURE _________________________ TITLE CIO
Renewal Order #: Q-78235  
Start Date: April 1, 2022  
End Date: March 31, 2023  
Billing Frequency: Yearly

Renewal Order prepared for:  
Wes Ratterree, CIO  
City of Charleston  
Information Technology  
Charleston, SC 29403  
(843) 805-3221

Thank you for your continued business. We at CentralSquare appreciate and value our relationship and look forward to serving you in the future. CentralSquare provides software that powers over 8,000 communities. More information about all of our products can be found at www.centralsquare.com.

**WHAT SOFTWARE IS INCLUDED?**

<table>
<thead>
<tr>
<th>PRODUCT NAME</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONSolution Accounts Payable Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Accounts Receivable Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Bank Reconciliation Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Bid and Quote Management Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Budgeting w/ Budget Item Detail Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Cash Receipts Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Click, Drag, and Drill Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Contract Management Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONSolution Documents Online Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
</tbody>
</table>

MORE INFORMATION AT CENTRALSQUARE.COM
<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONESolution Easy Laser Forms Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Employee Online</td>
<td>1</td>
<td>0.00 USD</td>
<td>3,926.66 USD</td>
</tr>
<tr>
<td>ONESolution Finance Other Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>114,357.47 USD</td>
</tr>
<tr>
<td>ONESolution Finance Work Orders Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Financials Core-IFAS Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>3,448.04 USD</td>
</tr>
<tr>
<td>ONESolution Fixed Assets Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution General Ledger Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Global Core-IFAS Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>496.63 USD</td>
</tr>
<tr>
<td>ONESolution Grants Management Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Hassle Free Support Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Human Resources Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Job/Project Ledger Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Payroll Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Person/Entity Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Position Budgeting Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
</tbody>
</table>

MORE INFORMATION AT CENTRALSQUARE.COM
<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>ONESolution Professional Development Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>1,794.39 USD</td>
</tr>
<tr>
<td>ONESolution Project Allocation Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Purchasing Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
<tr>
<td>ONESolution Stores Inventory Annual Maintenance Fee</td>
<td>1</td>
<td>0.00 USD</td>
<td>0.00 USD</td>
</tr>
</tbody>
</table>

Renewal Order Total: 124,023.19 USD

**Billing Information**

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of $21.37656 will be shown as a Unit Price of $21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the “Ship To” location provided by Customer on the Renewal Order Form.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Daniel Curia
DEPT. Fire Department
SUBJECT: MOTOROLA RADIOS
REQUEST: Approval to purchase Motorola Radios from Motorola Solutions, 13096 Collections Center Drive, Chicago, IL 60693. SC Contract #4400021163

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

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

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

If yes, provide the following: Dept./Div.: 940100 Account #: 58015

Balance in Account $224,690.07 Amount needed for this item $224,690.07

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]

FISCAL IMPACT: ARDA 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.
1/25/2021
Charleston Fire Department
46 1/2 Wentworth Street
Charleston, SC 29401

ATTN: Greg Chesser

<table>
<thead>
<tr>
<th>Line #</th>
<th>QTY</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>HPB1CHMSMA7BN AR9000 700/800 MODEL 3 PORTABLE BKT HO. Mgt</td>
<td>$5,156.00</td>
<td>$5,156.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>HPB1CHMSMA7BN AR9000 700/800 MODEL 3 PORTABLE Green Housing</td>
<td>$5,156.00</td>
<td>$5,156.00</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>HPB1CHMSMA7BN AR9000 700/800 MODEL 3 PORTABLE Yellow Housing</td>
<td>$5,156.00</td>
<td>$5,156.00</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>BPMW5545A BATT VOPS 2 VOLT FM660G FM658 2/1000</td>
<td>$1,907.61</td>
<td>$1,907.61</td>
</tr>
</tbody>
</table>

NOTE:
This quote is for replacement of FM Certified radios to UL certified radios due to cancellation and cut off of
support for FM36-10-88. This pricing will hold until these specific radios are replaced.

Terms: Net 30 days
Shipment FOB Destination
State/Contact 4400021163
Delivery 8 1/2 weeks
Proposition Charleston Re_ARP/6600GE Q1/Y4_FMReplacement

Subtotal $206,137.60
Tax $16,512.29
Total $222,650.07
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Daniel Curia
DEPT. Fire Department
SUBJECT: Thermal Imaging Cameras
REQUEST: Approval to purchase 5 Thermal Imaging Cameras from Newton's Fire & Safety, PO Box 13-2724 Swepsonville-Saxapahaw Rd, Swepsonville, NC
27359. HGAC Contract # EE08-19

COMMITTEE OF COUNCIL: Ways and Means
DATE: February 8, 2022

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

Corporate Counsel
Cap. Proj. Cntr. Chair
Fire Department
Procurement Director

Signature of Individual Contacted
Attachment

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐
If yes, provide the following:
Dept./Div.: 210000
Account #: 58015
Balance in Account $46,598 Amount needed for this item $46,597.50

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Mattiño, Dep't Cns for Amy White, Cfo

FISCAL IMPACT:

Mayor's Signature: John J. Tecklenburg, Mayor

COordinating 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.
**PURCHASE REQUEST FORM**

**Requestor:** Laurence Biriner  
**Date:** 01/24/2022  
**Department:** Fire  
**Division:** 210000  
**Ship To Location:** Logistics  
**Approval:**

**SUGGESTED SUPPLIER:**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Contact Name</th>
</tr>
</thead>
</table>
| Newton's Fire & Safety | PO Box 13 - 2724  
Swepsonville-Saxapahaw Rd.  
Swepsonville, NC 27359 | 800-672-5918 | Seth Newton |

**PURCHASE REQUESTS:**

<table>
<thead>
<tr>
<th>Line</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Description</th>
<th>Unit Price</th>
<th>Account Number(s)</th>
<th>Date Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>42,750.00</td>
<td>MSA Evolution 6000+ TIC including truck kit consists of truck charger, 2 rechargeable batteries,</td>
<td>3,847.50</td>
<td>58005-59015</td>
<td></td>
</tr>
</tbody>
</table>

**NOTES:**

<table>
<thead>
<tr>
<th>Line</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MSA Evolution 6000+ TIC including truck kit consists of truck charger, 2 rechargeable batteries, for Operations</td>
</tr>
</tbody>
</table>

**OVERALL**

Seth Newton at seth@newtonsfire.com

---

**Instructions:** Submit this completed form to your Divisional Initiator for entry into the IFAS; proper approvals will follow via workflow in IFAS.
# Quotation

**Date:** January 12, 2022  
**Quote #:** 0  
**Purchased/Requested By:** Larry Birnser  
**Salesperson:** Seth Newton  
**County:** Charleston  
**Payment Terms:** NET/30  
**FOB:** Prepaid/Add

**BILL TO:** Charleston Fire Dept  
**SHIP TO:** Charleston Fire Dept  
1950 Milford St  
Charleston, SC 29405

<table>
<thead>
<tr>
<th>Quantity</th>
<th>Units</th>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Extld. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td></td>
<td>10218424</td>
<td>MSA Evolution 6000+ TIC including truck kit</td>
<td>$8,550.00</td>
<td>$42,750.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>consists of truck charger, 2 rechargeable batteries, retractable lanyard, and user instructions</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Pricing Based on HGAC Contract #EEOB-19

*Freight Free

Sales Total: $42,750.00  
Estimated Freight: 9.00%  
Sales Tax: $3,847.50  
Total: $46,597.50
City of Charleston, South Carolina
Request for Budget Transfer

Department: Fire Department
Division: 28
Budget Year: 2022
Date: 1/26/2022

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

TRANSFER TO:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>210000-58015</td>
<td>Equipment Machine</td>
<td>$4,598.00</td>
</tr>
</tbody>
</table>

Total

4,598.00

TRANSFER FROM:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>210000-52405</td>
<td>Repair Equipment</td>
<td>(4,598.00)</td>
</tr>
</tbody>
</table>

Total

(4,598.00)

This transfer is requested for the following reasons:

Needed to fund the difference in price of the budgeted amount for 5 TIC’s.

Authorizing Signatures:

Originator: Marlene Kostrzyka
AC Planning and Admin Date 1/26/2022

Department Head:

Chief Financial Officer:

Revised 10/26/99
TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds

DEPT. Police Department

SUBJECT: 2022 FORD INTERCEPTOR SUV VEHICLES
REQUEST: Approval to purchase five (5) 2022 Ford Interceptor SUV vehicles
From Santee Automotive, LLC, 2601 Paxville, Hwy., Manning, SC 29102. SC Contract #4400027201.

COMMITTEE OF COUNCIL: Ways & Means
DATE: February 8, 2022

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

Corporate Counsel Yes N/A
Cap. Proj. Cmte. Chair
Police Department Yes
Procurement Director Yes

FUNDING: Was funding previously approved? Yes ☑ No ☐ N/A ☐
If yes, provide the following. Dept /Div. 062022 Account # 58010
Balance in Account + Amount needed for this item $170,070.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: [Signature]

FISCAL IMPACT: 2022 Lee Lowery

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

## PURCHASE REQUEST FORM

**Requestor:** Scott Newsome  
**Date:** 1/10/22  
**Ship To Location:** Charleston PD  
**Department:** Police  
**Division:** OCOP-Fleet  

**SUGGESTED SUPPLIER:** Santee Automotive LLC  
**Company Name:** Santee Automotive LLC  
**State Contract:** 4400027201  
**Address:** 2501 Paxville Highway, Manning SC, 29102  
**Phone Number:** 803-433-3438  
**Contact Name:** Robbie Richburg  

## PURCHASE REQUESTS:

<table>
<thead>
<tr>
<th>Item#</th>
<th>Quantity</th>
<th>Unit</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>EA</td>
<td></td>
<td>2022 Ford Interceptor SUV, privacy glass, 3.3L V-6 engine, 4 keys/FOBS, cruise control, cloth front bucket seats with vinyl rear bench seat, vinyl floor covering, power windows &amp; locks, AM/FM Radio, rear camera, Bluetooth</td>
<td>$33,418.00</td>
<td>$167,090.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>5</td>
<td>EA</td>
<td></td>
<td>Cargo Storage Vault 53V</td>
<td>$272.00</td>
<td>$1,360.00</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>EA</td>
<td></td>
<td>Dome light in Cargo Area 17T</td>
<td>$60.00</td>
<td>$300.00</td>
</tr>
<tr>
<td>5</td>
<td>5</td>
<td>EA</td>
<td></td>
<td>Full Wheel Covers 65L</td>
<td>$135.00</td>
<td>$675.00</td>
</tr>
<tr>
<td>6</td>
<td>5</td>
<td>EA</td>
<td></td>
<td>Delete Driver's Side Pillar Mounted Spot Light</td>
<td>($371.00)</td>
<td>($1,855.00)</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td>Note: Vehicles to have factory installed privacy glass B-Pillar to Rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td>Note: Vehicles to have pre-drilled headlight housings for police lighting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td>Exterior Color-Black, Interior Color- Dark Gray</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td>Vehicles will be drop shipped to Dana Safety, Columbia SC, 29201</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**State Tax:** $2,500.00  
**Total:** $170,070.00

**Signature:** Scott G. Newsome/ Director  
**Requisitioner/Title:**  
**Authorized Approval/Title:**  
**Appropriation Approval:**

PRI-2016
NOTE: Vendors must complete all blocks highlighted in BLUE below. Failure to complete ALL blocks highlighted in BLUE may deem your offer non-responsive.

Vendor Name: Santee Automotive LLC

Vendor-suggested Model
Name and Model Number: 2022 Ford Police Interceptor Utility

Base Price: $33,418.00

<table>
<thead>
<tr>
<th>Measures &amp; Capacities</th>
<th>Requirement</th>
<th>Required Equipment</th>
<th>Requirement</th>
<th>Additions</th>
<th>Add-on Amount</th>
<th>Add Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Engine - Build</td>
<td>Min. 3.3L w/HD Oil Cooler</td>
<td>All federally-required safety components</td>
<td>Required</td>
<td>Drivetrain from Flex Fuel Engine to Hybrid</td>
<td>$3,243.00</td>
<td></td>
</tr>
<tr>
<td>Base Engine - Fuel</td>
<td>Flex Fuel (E85 Capable)</td>
<td>Must contain all components as base model</td>
<td>Required (unless otherwise stated)</td>
<td>Full Wheel Covers</td>
<td>$135.00</td>
<td></td>
</tr>
<tr>
<td>Base Engine - Min. Horsepower</td>
<td>280</td>
<td>Must be pursuit-rated</td>
<td>Required</td>
<td>Interior Upgrade from Police Interior Package (center console added, full-vehicle cloth seating, carpet flooring)</td>
<td>$425.00</td>
<td></td>
</tr>
<tr>
<td>Base Engine - Min. Torque (lb.ft)</td>
<td>255</td>
<td>Must meet 75 mph Rear Crash Certification</td>
<td>Required</td>
<td>Privacy Glass LE&amp;DNR (per state spec)</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Battery min. amps</td>
<td>650</td>
<td>Additional Colors</td>
<td>DPS Bright Silver, Black, White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body Style</td>
<td>Mid-size Utility, Pursuit-rated</td>
<td>Factory-Std. Colors</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors - Min. #</td>
<td>4 plus rear hatch</td>
<td>Factory-Std. Solar Glass</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drive Type</td>
<td>AWD</td>
<td>Hybrid Serviceable by a dealer within 50 miles of all major SC metropolitan areas (Columbia, Charleston, Greenville, Florence/Myrtle Beach)</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keys (per state spec)</td>
<td>3</td>
<td>Air Conditioning</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Top Speed</td>
<td>115 mph</td>
<td>AM/FM Stereo Radio</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td>HD Pursuit-rated</td>
<td>Bluetooth/Handsfree Calling</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towing - Min. (lbs.)</td>
<td>4000</td>
<td>Certified Speedometer w/anal/og gauges</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission Type</td>
<td>Automatic, min. 5-speed w/HD Cooler</td>
<td>Cruise Control w/Resume</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feature</td>
<td>Description</td>
<td>Deduction</td>
<td>Deduct Amount</td>
<td>Add Comments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----------</td>
<td>---------------</td>
<td>--------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade from Flex Fuel Engine to Hybrid Drivetrain</td>
<td>Min. 3.3L Hybrid-Electric Drive</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade Hybrid Drivetrain Fuel</td>
<td>Regular Gasoline-Electric Hybrid</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade Hybrid Drivetrain Min. Horsepower</td>
<td>315 combined hp</td>
<td></td>
<td>$0.00</td>
<td>Standard</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade Hybrid Drivetrain Min. Torque</td>
<td>320 combined</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Height - Min. (in.)</td>
<td>65</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Length - Min/Max (in.)</td>
<td>197.5/201.5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Passengers - Min. #</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Volume - Passenger (Min. cu.ft.)</td>
<td>99</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Wheelbase - Min/Max (in.)</td>
<td>112.5/120</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver Side-Mounted Spotlight</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical System Independent of Ignition</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Mats</td>
<td>NO, unless carpet flooring</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flooring</td>
<td>Vinyl</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Header-Mounted Switch Controlled High Intensity Map Light (Law Enforcement Dome Light)</td>
<td>Required w/deduct option</td>
<td></td>
<td>$371.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermittent Wipers</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Police Interior Package</td>
<td>Required w/add option for upgrade option to include center console, full cloth &amp; carpet</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Brakes</td>
<td>HD/Police Tuned 4-wheel ABS Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Door Locks w/Keyless Entry</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Driver Seat</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Side Mirrors (Passenger &amp; Driver)</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Steering</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Windows</td>
<td>Required w/rear lockout</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Privacy Glass (per state spec)</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio Noise Suppression</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rearview/Backing Camera</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seating Configuration</td>
<td>Front Buckets, Rear Bench</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seating Construction</td>
<td>Front: Cloth, Rear: Vinyl</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tilt Steering Column</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tire - Spare</td>
<td>Full Size w/jack &amp; lug wrench</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tires - min.</td>
<td>Pursuit-rated</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Feature</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission - Additional Requirement</td>
<td>Prevention of driver manually shifting to lower gear at high speeds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wheel Covers</td>
<td>Factory Standard Wheel OK</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiring Harness for Equipment Installation</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anti-Theft Device (i.e. TREMCO or Computer Controlled Shift from Park)</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DELIVERY INFORMATION**

- Distance from Dealership to SFM Delivery Point (In Miles): 10
- Amount of Base Price Allocated to Delivery to SFM: $15.00
- Price Per Mile Contractor May Charge: $1.50
- Days ARO in the BLUE cell: 150

**PRICE CALCULATIONS**

(These cells automatically populate)

- Base Price: $33,418.00
- Total of All ADDS: $3,903.00
- 25% of all ADDS: $975.75
- Total of All DEDUCTS: -$271.00
- 25% of All DEDUCTS: -$92.75
- Evaluated Amount: $34,301.00

Enter this as your SCEIS
Santee Automotive LLC, 700114142
2601 Paxville Highway
Manning SC 29102
Contract Number: 4400027201

Ford Police Interceptor Utility (LE-9) $33,418.00

**Standard Features**

- AWD 3.3L V6 Direct-Injection FFV
- Cloth front bucket seats
- Rear Vinyl Seat
- 4 Keys with Fobs
- Flooring – Heavy-duty vinyl
- Column shifter
- Cruise control
- Headlamps – Wtg-wag functionality
- Power door locks
- Red/white dome light – 1st-row
- Window – Rear defroster
- Driver's Side Unity Spotlight

*Transmission – 10-speed automatic (police-calibrated)*
*Full-time intelligent all-wheel drive (AWD)*
*Class III trailer hitch receiver – 5,000-lb. capacity*
*Dual-zone automatic temperature control*
*Full-size spare wheel and fire with*
*MP3 capability, Bluetooth® interface,*
*Wheels – Heavy-duty 18" steel*
*Glass – Solar-tinted 1st-row; privacy glass 2nd-row and rear cargo area*
*Mirrors – Power with manual foldaway and integrated blind spot mirrors*
*Power windows with front one-touch-up/down with disable feature*
*Two (2) 50-amp battery ground circuits – Power distribution junction block*
*Class III Trailer Tow Lighting Package*

**Available Upgrades**

- 65U Interior Upgrade Package
- 66A Front Headlamp Lighting Solution
- 86T Tail Lamp / Police Interceptor Housing Only
- 66B Tail Lamp Lighting Solution
- 66C Rear Lighting Solution
- 67H Ready For the Road Package
- 99W 3.3L V6 Direct-Injection Hybrid Engine System
- 99C 3.0L V6 EcoBoost Engine
- 65L Wheel Covers (18 in. Full Face Wheel Cover
- 64E 18 in. Painted Aluminum Wheels
- 67U Ultimate Wiring Package
- 67V Police Wire Harness Connector Kit - Front/Rear
- 41H Engine Block Heater
- 153 Front License Plate Bracket
- 43D Dark Car Feature – Courtesy lamp disabled
- 942 Daytime Running Lamps

$425.00
$895.00
$65.00
$430.00
$455.00
$3,595.00
$3,243.00
$4,129.00
$135.00
$480.00
$620.00
$205.00
$100.00
$0.00
$30.00
$50.00

**Contact:** Robbie Richburg
(803)433-3438 (Office)
(864)918-5615 (Cell)
robbie@santeearomatice.com

**Contact:** Scott Watford
(803)386-9551 (Cell)
scott@santeefleet.com
### Available Upgrades

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>17T</td>
<td>Dome Lamp - Red/White in Cargo Area 48</td>
<td>$60.00</td>
</tr>
<tr>
<td>21L</td>
<td>Front Warning Auxiliary Light</td>
<td>$610.00</td>
</tr>
<tr>
<td>96W</td>
<td>Front Interior Windshield Warning Lights</td>
<td>$1,270.00</td>
</tr>
<tr>
<td>60A</td>
<td>Pre-Wiring for grille LED lights, siren and speaker</td>
<td>$55.00</td>
</tr>
<tr>
<td>43A</td>
<td>Rear Auxiliary Liftgate Lights</td>
<td>$440.00</td>
</tr>
<tr>
<td>63L</td>
<td>Rear Quarter Glass Side Marker Lights</td>
<td>$638.00</td>
</tr>
<tr>
<td>96T</td>
<td>Rear Spoiler Traffic Warning Lights</td>
<td>$1,660.00</td>
</tr>
<tr>
<td>63B</td>
<td>Side Marker LED - Sideview Mirrors</td>
<td>$322.00</td>
</tr>
<tr>
<td>92G</td>
<td>Glass - Solar Tint 2nd Row, Rear Quarter and Liftgate Window</td>
<td>$133.00</td>
</tr>
<tr>
<td>92R</td>
<td>Glass - Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window</td>
<td>$95.00</td>
</tr>
<tr>
<td>76D</td>
<td>Deflector Plate</td>
<td>$372.00</td>
</tr>
<tr>
<td>54E</td>
<td>12.1 in. Integrated Computer Screen</td>
<td>$3,045.00</td>
</tr>
<tr>
<td>87R</td>
<td>Rear View Camera (mirror display)</td>
<td>$0.00</td>
</tr>
<tr>
<td>19V</td>
<td>Rear Camera On-Demand</td>
<td>$255.00</td>
</tr>
<tr>
<td>52P</td>
<td>Hidden Door-Lock Plunger w/Rear-door controls inoperable</td>
<td>$178.00</td>
</tr>
<tr>
<td>68G</td>
<td>Rear-Door Handles Controls Inoperable / Locks Inoperable</td>
<td>$83.00</td>
</tr>
<tr>
<td>18D</td>
<td>Global Lock / Unlock feature</td>
<td>$0.00</td>
</tr>
<tr>
<td>55F</td>
<td>Remote Keyless-Entry Key FOB</td>
<td>$375.00</td>
</tr>
<tr>
<td>16C</td>
<td>1st and 2nd row carpet floor covering (incl. floor mats, front and rear)</td>
<td>$139.00</td>
</tr>
<tr>
<td>88F</td>
<td>2nd Row Cloth Seats</td>
<td>$67.00</td>
</tr>
<tr>
<td>87P</td>
<td>Power Passenger Seat</td>
<td>$360.00</td>
</tr>
<tr>
<td>85D</td>
<td>Front Console Plate - Delete</td>
<td>$0.00</td>
</tr>
<tr>
<td>85S</td>
<td>Rear Center Seat Delete</td>
<td>$0.00</td>
</tr>
<tr>
<td>85R</td>
<td>Rear Console Plate</td>
<td>$50.00</td>
</tr>
<tr>
<td>90D</td>
<td>Ballistic Door Panels (LVL III+) - Driver Front Door Only</td>
<td>$1,760.00</td>
</tr>
<tr>
<td>90E</td>
<td>Ballistic Door Panels (LVL III+) - Driver &amp; Pass Front Doors</td>
<td>$3,518.00</td>
</tr>
<tr>
<td>90F</td>
<td>Ballistic Door Panels (LVL IV+) - Driver Front Door Only</td>
<td>$2,680.00</td>
</tr>
<tr>
<td>90G</td>
<td>Ballistic Door Panels (LVL IV+) - Driver &amp; Pass Front Doors</td>
<td>$5,360.00</td>
</tr>
<tr>
<td>55B</td>
<td>BLIS - Blind Spot Monitoring with Cross Traffic Alert</td>
<td>$605.00</td>
</tr>
<tr>
<td>68B</td>
<td>Police Perimeter Alert</td>
<td>$705.00</td>
</tr>
<tr>
<td>76P</td>
<td>Pre-Collision Assist with Pedestrian Detection</td>
<td>$161.00</td>
</tr>
<tr>
<td>549</td>
<td>Mirrors - Heated Sideview</td>
<td>$67.00</td>
</tr>
<tr>
<td>593</td>
<td>Perimeter Anti-Theft Alarm - Activated by Hood, Door, or Liftgate (req 55F)</td>
<td>$133.00</td>
</tr>
<tr>
<td>47A</td>
<td>Police Engine Idle Feature</td>
<td>$289.00</td>
</tr>
<tr>
<td>76R</td>
<td>Reverse Sensing System</td>
<td>$305.00</td>
</tr>
<tr>
<td>17A</td>
<td>Aux Air Conditioning</td>
<td>$678.00</td>
</tr>
<tr>
<td>16D</td>
<td>Badge Delete</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**Contact:** Robbie Richburg  
(803)433-3438 (Office)  
(864)918-5615 (Cell)  
robbie@santeeaautomotive.com

**Contact:** Scott Watford  
(803)386-9651 (Cell)  
scott@santeefleet.com
**Available Upgrades**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>63V</td>
<td>Cargo Storage Vault</td>
<td>$272.00</td>
</tr>
<tr>
<td>60R</td>
<td>Noise Suppression Bonds (Ground Straps)</td>
<td>$110.00</td>
</tr>
<tr>
<td>19K</td>
<td>H8 AGM Battery</td>
<td>$122.00</td>
</tr>
<tr>
<td>16P</td>
<td>Rear Bumper Step Pad</td>
<td>$110.00</td>
</tr>
<tr>
<td>18X</td>
<td>100 Watt Siren/Speaker (includes bracket and pigtail)</td>
<td>$350.00</td>
</tr>
<tr>
<td>61B</td>
<td>OBD - II Split Connector</td>
<td>$61.00</td>
</tr>
<tr>
<td>16N*</td>
<td>All-Weather Floor Mats</td>
<td>$185.00</td>
</tr>
<tr>
<td>85W*</td>
<td>Cargo Mat</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

*Ford Parts Special Order

**Interior Color: Charcoal Black**

* vinyl or carpet upgrade

**Exterior Colors**

<table>
<thead>
<tr>
<th>Code</th>
<th>Color</th>
<th>Code</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>BU</td>
<td>Medium Brown Metallic</td>
<td>LK</td>
<td>Dark Blue</td>
</tr>
<tr>
<td>E3</td>
<td>Arizona Beige Metallic Clearcoat</td>
<td>LM</td>
<td>Royal Blue</td>
</tr>
<tr>
<td>E4</td>
<td>Vermillion Red</td>
<td>LN</td>
<td>Light Blue Metallic</td>
</tr>
<tr>
<td>FT</td>
<td>Blue Metallic</td>
<td>TN</td>
<td>Silver Grey Metallic</td>
</tr>
<tr>
<td>HG</td>
<td>Smokestone Metallic</td>
<td>UJ</td>
<td>Sterling Grey Metallic</td>
</tr>
<tr>
<td>J1</td>
<td>Kodiak Brown Metallic</td>
<td>UM</td>
<td>Agate Black</td>
</tr>
<tr>
<td>JL</td>
<td>Dark Toreador Red Metallic</td>
<td>YG</td>
<td>Medium Titanium Metallic</td>
</tr>
<tr>
<td>JS</td>
<td>Iconic Silver Metallic</td>
<td>YX</td>
<td>Oxford White</td>
</tr>
<tr>
<td>M7</td>
<td>Carbonized Grey</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Spotlight Packages**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>51P</td>
<td>Spot Lamp Prep Kit, Driver Side</td>
<td>$155.00</td>
</tr>
<tr>
<td>51W</td>
<td>Spot Lamp Prep Kit, Dual Side</td>
<td>$311.00</td>
</tr>
<tr>
<td>51R*</td>
<td>Spot Lamp - LED Bulb, Driver Only (Unity)</td>
<td>$371.00</td>
</tr>
<tr>
<td>51T</td>
<td>Spot Lamp - LED Bulb, Driver Only (Whelen)</td>
<td>$466.00</td>
</tr>
<tr>
<td>51S</td>
<td>Spot Lamp - LED Bulb, Dual (driver and passenger) (Unity)</td>
<td>$688.00</td>
</tr>
<tr>
<td>51V</td>
<td>Spot Lamp - LED Bulb, Dual (driver and passenger) (Whelen)</td>
<td>$739.00</td>
</tr>
</tbody>
</table>

*Standard on state Contract

Ford VSO Lighting Package pricing available upon request.

---

Contact: Robbie Richburg  
(803)433-3438 (Office)  
(864)918-5615 (Cell)  
robbie@santeeamtive.com

Contact: Scott Watford  
(803)386-9651 (Cell)  
scott@santeefleet.com
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
DEPT. Police Department
SUBJECT: 2022 FORD INTERCEPTOR SUV VEHICLES
REQUEST:  
Approval to purchase thirty (30) 2022 Ford Interceptor SUV vehicles
From Santee Automotive, LLC, 2601 Paxville, Hwy., Manning, SC 29102. SC Contract #4400027201.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

Corporate Counsel

Cap. Proj. Crmte. Chair

Police Department

Procurement Director

Signature of Individual Contacted

Attachment

Yes N/A


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

If yes, provide the following

Dept /Div. 062022 Account # 58010

Balance in Account

Amount needed for this item $1,047,840.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt

FISCAL IMPACT: 2022 lean purchases

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.
**PURCHASE REQUEST FORM**

**Requestor:** Scott Newsome  
**Date:** 1/10/22  
**Ship To Location:** Charleston PD

**Department:** Police  
**Division:** OCOP - Fleet

**SUGGESTED SUPPLIER:** Santee Automotive LLC  
**Approval:**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santee Automotive LLC</td>
<td>2601 Paxville Highway, Manning SC, 29102</td>
<td>803-433-3438</td>
<td>Robbie Richburg</td>
</tr>
</tbody>
</table>

**PURCHASE REQUESTS:**

<table>
<thead>
<tr>
<th>Item#</th>
<th>Quantity</th>
<th>Unit</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30</td>
<td>EA</td>
<td></td>
<td>2022 Ford Interceptor SUV, driver's side pillar mounted spot light, privacy glass, 3.3L FFV V-6 engine, 4 keys/FOBS, cruise control, cloth front bucket seats with vinyl rear bench seat, vinyl floor covering, power windows &amp; locks, AM/FM Radio, rear camera, Bluetooth</td>
<td>$33,418.00</td>
<td>$1,002,540.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Rear Auxiliary Air Conditioning 17A</td>
<td>$678.00</td>
<td>$20,340.00</td>
</tr>
<tr>
<td>3</td>
<td>30</td>
<td>EA</td>
<td></td>
<td>Cargo Storage Vault 53V</td>
<td>$272.00</td>
<td>$8,160.00</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>Dome Light in Cargo Area 171</td>
<td>$60.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td>Note: Vehicles to have factory installed privacy glass B-Pillar to Rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td>Note: Vehicles to have pre-drilled headlight housing for police lighting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td>Exterior Color-Black, Interior Color- Dark Gray</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td>Vehicles will be drop shipped to Dana Safety Columbia SC 29201</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total: $1,047,840.00**

**State Tax:** $15,000.00
# Purchase Request Form

**Requestor:** Scott Newsome  
**Date:** 1/10/22  
**Ship To Location:** Charleston PD  
**Department:** Police  
**Division:** OCOP - Fleet  

**Suggested Supplier:** Santee Automotive LLC  
**Approval:**  

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Santee Automotive LLC</td>
<td>2601 Paxville Highway, Manning SC, 29102</td>
<td>803-433-3438</td>
<td>Robbie Richburg</td>
</tr>
</tbody>
</table>

## Purchase Requests:

<table>
<thead>
<tr>
<th>Item#</th>
<th>Quantity</th>
<th>Unit</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30</td>
<td>EA</td>
<td></td>
<td>2022 Ford Interceptor SUV, driver's side pillar mounted spot light, privacy glass, 3.3L FFV V-6 engine, 4 keys/FOBS, cruise control, cloth front bucket seats with vinyl rear bench seat, vinyl floor covering, power windows &amp; locks, AM/FM Radio, rear camera, Bluetooth</td>
<td>$33,418.00</td>
<td>$1,002,540.00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>30</td>
<td>EA</td>
<td></td>
<td>Rear Auxiliary Air Conditioning 17A</td>
<td>$678.00</td>
<td>$20,340.00</td>
</tr>
<tr>
<td>4</td>
<td>30</td>
<td>EA</td>
<td></td>
<td>Cargo Storage Vault 63V</td>
<td>$272.00</td>
<td>$8,160.00</td>
</tr>
<tr>
<td>5</td>
<td>30</td>
<td>EA</td>
<td></td>
<td>Dome light in Cargo Area 17T</td>
<td>$60.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
<td>Note: Vehicles to have factory installed privacy glass B-Pillar to Rear</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
<td>Note: Vehicles to have pre-drilled headlight housing for police lighting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**State Tax:** $15,000.00  
**Total:** $1,047,840.00

Scott G. Newsome/ Director

Requisitioner/Title:  
Authorized Approval/Title:  
Appropriation Approval: PR1-2016
**NOTE:** Vendors must complete all blocks highlighted in **BLUE** below. Failure to complete ALL blocks highlighted in **BLUE** may deem your offer non-responsive.

<table>
<thead>
<tr>
<th>Vendor Name:</th>
<th>Santee Automotive LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor-suggested Model Name and Model Number:</td>
<td>2022 Ford Police Interceptor Utility</td>
</tr>
<tr>
<td>Base Price:</td>
<td>$33,418.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Measures &amp; Capacities</th>
<th>Requirement</th>
<th>Required Equipment</th>
<th>Requirement</th>
<th>Additions</th>
<th>Add-on Amount</th>
<th>Add Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Engine - Build</td>
<td>Min. 3.3L w/HD Oil Cooler</td>
<td>All federally-required safety components</td>
<td>Required</td>
<td>Drivetrain from Flex Fuel Engine to Hybrid</td>
<td>$3,243.00</td>
<td></td>
</tr>
<tr>
<td>Base Engine - Fuel</td>
<td>Flex Fuel (E85 Capable)</td>
<td>Must contain all components as base model</td>
<td>Required (unless otherwise stated)</td>
<td>Full Wheel Covers</td>
<td>$135.00</td>
<td></td>
</tr>
<tr>
<td>Base Engine - Min. Horsepower</td>
<td>280</td>
<td>Must be pursuit-rated</td>
<td>Required</td>
<td>Interior Upgrade from Police Interior Package (center console added, full-vehicle cloth seating, carpet flooring)</td>
<td>$425.00</td>
<td></td>
</tr>
<tr>
<td>Base Engine - Min. Torque (lb.ft.)</td>
<td>255</td>
<td>Must meet 75 mph Rear Crash Certification</td>
<td>Required</td>
<td>Privacy Glass LE&amp;DNR (per state spec)</td>
<td>$100.00</td>
<td></td>
</tr>
<tr>
<td>Battery min. amps</td>
<td>650</td>
<td>Additional Colors</td>
<td>DPS Bright Silver, Black, White</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body Style</td>
<td>Mid-size Utility, Pursuit-rated</td>
<td>Factory-Std. Colors</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Doors - Min. #</td>
<td>4 plus rear hatch</td>
<td>Factory-Std. Solar Glass</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drive Type</td>
<td>AWD</td>
<td>Hybrid Serviceable by a dealer within 50 miles of all major SC metropolitan areas (Columbia, Charleston, Greenville, Florence/Myrtle Beach)</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Keys (per state spec)</td>
<td>3</td>
<td>Air Conditioning</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minimum Top Speed</td>
<td>115 mph</td>
<td>AM/FM Stereo Radio</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspension</td>
<td>HD Pursuit-rated</td>
<td>Bluetooth/Handsfree Calling</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towing - Min. (lbs.)</td>
<td>4000</td>
<td>Certified Speedometer w/analog gauges</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transmission Type</td>
<td>Automatic, min. 5-speed w/HD Cooler</td>
<td>Cruise Control w/Resume</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** If Add is included in the base price enter $0.00 in the **BLUE** cell below and is "standard" in the **GREEN** cell. Use the **GREEN** cell below also to indicate whether or Deduct requires an additional Add or Deduct. Be Specific.
<table>
<thead>
<tr>
<th>Feature</th>
<th>Option</th>
<th>Deductions</th>
<th>Deduct Amount</th>
<th>Add Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upgrade from Flex Fuel Engine to Hybrid Drivetrain</td>
<td>Min. 3.3L Hybrid-Electric Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade Hybrid Drivetrain Fuel</td>
<td>Regular Gasoline-Electric Hybrid</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade Hybrid Drivetrain Min. Horsepower</td>
<td>315 combined hp</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Upgrade Hybrid Drivetrain Min. Torque</td>
<td>320 combined</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Height - Min. (in.)</td>
<td>65</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Length - Min/Max (in.)</td>
<td>197.5/201.5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Passengers - Min. #</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Volume - Passenger (Min. cu.ft.)</td>
<td>99</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vehicle Wheelbase - Min/Max (in.)</td>
<td>112.5/120</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver Side-Mounted Spotlights</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Electrical System Independent of Ignition</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Floor Mats</td>
<td>NO, unless carpet flooring</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Flooring</td>
<td>Vinyl</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Header-Mounted Switch Controlled High Intensity Map Light (Law Enforcement Dome Light)</td>
<td>Required w/deduct option</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Intermittent Wipers</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Police Interior Package</td>
<td>Required w/add option for upgrade option to include center console, full cloth &amp; carpet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Brakes</td>
<td>HD/Police Tuned 4-wheel ABS Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Door Locks w/Keyless Entry</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Driver Seat</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Side Mirrors (Passenger &amp; Driver)</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Steering</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Windows</td>
<td>Required w/rear lockout</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Privacy Glass (per state spec)</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Radio Noise Suppression</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rearview/Backing Camera</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seating Configuration</td>
<td>Front Buckets, Rear Bench</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Seating Construction</td>
<td>Front: Cloth, Rear: Vinyl</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tilt Steering Column</td>
<td>Required</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tire - Spare</td>
<td>Full Size w/Jack &amp; lug wrench</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tires - min.</td>
<td>Pursuit-rated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Driver-side Mounted Spotlight</td>
<td>$371.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Center Console Deduct</td>
<td>Center Console Deduct is Std.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Delivery Information</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------</td>
<td>--</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distance from Dealership to SFM Delivery Point (In Miles)</td>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount of Base Price Allocated to Delivery to SFM</td>
<td>$15.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Price Per Mile Contractor May Charge</td>
<td>$1.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enter the days ARO in the BLUE cell</td>
<td>DAYS ARO: 150</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Price Calculations</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>(These cells automatically populate)</td>
</tr>
<tr>
<td>Base Price:</td>
</tr>
<tr>
<td>Total of All ADDS:</td>
</tr>
<tr>
<td>25% of all ADDS:</td>
</tr>
<tr>
<td>Total of All DEDUCTS:</td>
</tr>
<tr>
<td>25% of All DEDUCTS:</td>
</tr>
<tr>
<td>Evaluated Amount:</td>
</tr>
</tbody>
</table>

Enter this as your SCEIS
Santee Automotive LLC, 700114142
2601 Paxville Highway
Manning SC 29102
Contract Number: 4400027201

Ford Police Interceptor Utility (LE-9) $33,418.00

Standard Features

- AWD 3.3L V6 Direct-Injection FFV
- Transmission – 10-speed automatic (police-calibrated)
- Cloth front bucket seats
- Full-time intelligent all-wheel drive (AWD)
- Rear Vinyl Seat
- Class III trailer hitch receiver – 5,000-lb. capacity
- 4 Keys with Fobs
- Dual-zone automatic temperature control
- Flooring – Heavy-duty vinyl
- Full-size spare wheel and tire with
- Column shifter
- MP3 capability, Bluetooth® interface,
- Cruise control
- Wheels – Heavy-duty 18" steel
- Headlamps – Wlg-wag functionality
- Glass – Solar-tinted 1st-row; privacy glass 2nd-row and rear cargo area
- Power door locks
- Mirrors – Power with manual foldaway and integrated blind spot mirrors
- Red/white dome light – 1st-row
- Power windows with front one-touch-up/down with disable feature
- Window – Rear defroster
- Two (2) 50-amp battery ground circuits – Power distribution junction block
- Driver’s Side Unity Spotlight
- Class III Trailer Tow Lighting Package

Available Upgrades

- 65U Interior Upgrade Package $425.00
- 66A Front Headlamp Lighting Solution $895.00
- 86T Tail Lamp / Police Interceptor Housing Only $65.00
- 66B Tail Lamp Lighting Solution $430.00
- 66C Rear Lighting Solution $455.00
- 67H Ready For the Road Package $3,595.00
- 99W 3.3L V6 Direct-injection Hybrid Engine System $3,243.00
- 99C 3.0L V6 EcoBoost Engine $4,129.00
- 65L Wheel Covers (18 in. Full Face Wheel Cover $135.00
- 64E 18 in. Painted Aluminum Wheels $480.00
- 67U Ultimate Wiring Package $620.00
- 67V Police Wire Harness Connector Kit - Front/Rear $205.00
- 41H Engine Block Heater $100.00
- 153 Front License Plate Bracket $0.00
- 43D Dark Car Feature – Courtesy lamp disabled $30.00
- 942 Daytime Running Lamps $50.00

Contact: Robbie Richburg
(803)433-3438 (Office)
(864)918-5615 (Cell)
robbie@santeautomotive.com

Contact: Scott Watford
(803)386-9651 (Cell)
scott@santeefleet.com
### Available Upgrades

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>17T</td>
<td>Dome Lamp - Red/White in Cargo Area 48</td>
<td>$60.00</td>
</tr>
<tr>
<td>21L</td>
<td>Front Warning Auxiliary Light</td>
<td>$610.00</td>
</tr>
<tr>
<td>96W</td>
<td>Front Interior Windshield Warning Lights</td>
<td>$1,270.00</td>
</tr>
<tr>
<td>60A</td>
<td>Pre-Wiring for grille LED lights, siren and speaker</td>
<td>$55.00</td>
</tr>
<tr>
<td>43A</td>
<td>Rear Auxiliary Liftgate Lights</td>
<td>$440.00</td>
</tr>
<tr>
<td>63L</td>
<td>Rear Quarter Glass Side Marker Lights</td>
<td>$638.00</td>
</tr>
<tr>
<td>96T</td>
<td>Rear Spoiler Traffic Warning Lights</td>
<td>$1,660.00</td>
</tr>
<tr>
<td>63B</td>
<td>Side Marker LED - Sideview Mirrors</td>
<td>$322.00</td>
</tr>
<tr>
<td>2G</td>
<td>Glass - Solar Tint 2nd Row, Rear Quarter and Liftgate Window</td>
<td>$133.00</td>
</tr>
<tr>
<td>92R</td>
<td>Glass - Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window</td>
<td>$95.00</td>
</tr>
<tr>
<td>76D</td>
<td>Deflector Plate</td>
<td>$372.00</td>
</tr>
<tr>
<td>54E</td>
<td>.12.1 in. Integrated Computer Screen</td>
<td>$3,045.00</td>
</tr>
<tr>
<td>87R</td>
<td>Rear View Camera (mirror display)</td>
<td>$0.00</td>
</tr>
<tr>
<td>19V</td>
<td>Rear Camera On-Demand</td>
<td>$255.00</td>
</tr>
<tr>
<td>52P</td>
<td>Hidden Door-Lock Plunger w/Rear-door controls inoperable</td>
<td>$178.00</td>
</tr>
<tr>
<td>68G</td>
<td>Rear-Door Handles Controls Inoperable / Locks Inoperable</td>
<td>$83.00</td>
</tr>
<tr>
<td>18D</td>
<td>Global Lock / Unlock feature</td>
<td>$0.00</td>
</tr>
<tr>
<td>55F</td>
<td>Remote Keyless-Entry Key FOB</td>
<td>$375.00</td>
</tr>
<tr>
<td>16C</td>
<td>1st and 2nd row carpet floor covering (incl. floor mats, front and rear)</td>
<td>$139.00</td>
</tr>
<tr>
<td>88F</td>
<td>2nd Row Cloth Seats</td>
<td>$67.00</td>
</tr>
<tr>
<td>87P</td>
<td>Power Passenger Seat</td>
<td>$360.00</td>
</tr>
<tr>
<td>85D</td>
<td>Front Console Plate - Delete</td>
<td>$0.00</td>
</tr>
<tr>
<td>85S</td>
<td>Rear Center Seat Delete</td>
<td>$0.00</td>
</tr>
<tr>
<td>85R</td>
<td>Rear Console Plate</td>
<td>$50.00</td>
</tr>
<tr>
<td>90D</td>
<td>Ballistic Door Panels (LVL III+) - Driver Front Door Only</td>
<td>$1,760.00</td>
</tr>
<tr>
<td>90E</td>
<td>Ballistic Door Panels (LVL III+) - Driver &amp; Pass Front Doors</td>
<td>$3,518.00</td>
</tr>
<tr>
<td>90F</td>
<td>Ballistic Door Panels (LVL IV+) - Driver Front Door Only</td>
<td>$2,680.00</td>
</tr>
<tr>
<td>90G</td>
<td>Ballistic Door Panels (LVL IV+) - Driver &amp; Pass Front Doors</td>
<td>$5,360.00</td>
</tr>
<tr>
<td>55B</td>
<td>BLIS - Blind Spot Monitoring with Cross Traffic Alert</td>
<td>$605.00</td>
</tr>
<tr>
<td>68B</td>
<td>Police Perimeter Alert</td>
<td>$705.00</td>
</tr>
<tr>
<td>76P</td>
<td>Pre-Collision Assist with Pedestrian Detection</td>
<td>$161.00</td>
</tr>
<tr>
<td>549</td>
<td>Mirrors - Heated Sideview</td>
<td>$67.00</td>
</tr>
<tr>
<td>593</td>
<td>Perimeter Anti-Theft Alarm - Activated by Hood, Door, or Liftgate (req 55F)</td>
<td>$133.00</td>
</tr>
<tr>
<td>47A</td>
<td>Police Engine Idle Feature</td>
<td>$289.00</td>
</tr>
<tr>
<td>76R</td>
<td>Reverse Sensing System</td>
<td>$305.00</td>
</tr>
<tr>
<td>17A</td>
<td>Aux Air Conditioning</td>
<td>$678.00</td>
</tr>
<tr>
<td>16D</td>
<td>Badge Delete</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

---

**Contact:** Robbie Richburg  
(803)433-3438 (Office)  
(864)918-5615 (Cell)  
robbie@santeaautomotive.com

**Contact:** Scott Watford  
(803)386-9651 (Cell)  
scott@santeefleet.com
Available Upgrades

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>63V</td>
<td>Cargo Storage Vault</td>
<td>$272.00</td>
</tr>
<tr>
<td>60R</td>
<td>Noise Suppression Bonds (Ground Straps)</td>
<td>$110.00</td>
</tr>
<tr>
<td>19K</td>
<td>H8 AGM Battery</td>
<td>$122.00</td>
</tr>
<tr>
<td>16P</td>
<td>Rear Bumper Step Pad</td>
<td>$110.00</td>
</tr>
<tr>
<td>18X</td>
<td>100 Watt Siren/Speaker (includes bracket and pigtail)</td>
<td>$350.00</td>
</tr>
<tr>
<td>61B</td>
<td>OBD - II Split Connector</td>
<td>$61.00</td>
</tr>
<tr>
<td>16N*</td>
<td>All-Weather Floor Mats</td>
<td>$185.00</td>
</tr>
<tr>
<td>85W*</td>
<td>Cargo Mat</td>
<td>$120.00</td>
</tr>
</tbody>
</table>

*Ford Parts Special Order

Interior Color: Charcoal Black
vinyl or carpet upgrade

Exterior Colors

<table>
<thead>
<tr>
<th>Code</th>
<th>Color</th>
<th>Code</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>BU</td>
<td>Medium Brown Metallic</td>
<td>LK</td>
<td>Dark Blue</td>
</tr>
<tr>
<td>E3</td>
<td>Arizona Beige Metallic Clearcoat</td>
<td>LM</td>
<td>Royal Blue</td>
</tr>
<tr>
<td>E4</td>
<td>Vermillion Red</td>
<td>LN</td>
<td>Light Blue Metallic</td>
</tr>
<tr>
<td>FT</td>
<td>Blue Metallic</td>
<td>TN</td>
<td>Silver Grey Metallic</td>
</tr>
<tr>
<td>HG</td>
<td>Smokestone Metallic</td>
<td>UJ</td>
<td>Sterling Grey Metallic</td>
</tr>
<tr>
<td>J1</td>
<td>Kodiak Brown Metallic</td>
<td>UM</td>
<td>Agate Black</td>
</tr>
<tr>
<td>JL</td>
<td>Dark Toreador Red Metallic</td>
<td>YG</td>
<td>Medium Titanium Metallic</td>
</tr>
<tr>
<td>JS</td>
<td>Iconic Silver Metallic</td>
<td>YX</td>
<td>Oxford White</td>
</tr>
</tbody>
</table>

Spotlight Packages

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>51P</td>
<td>Spot Lamp Prep Kit, Driver Side</td>
<td>$155.00</td>
</tr>
<tr>
<td>51W</td>
<td>Spot Lamp Prep Kit, Dual Side</td>
<td>$311.00</td>
</tr>
<tr>
<td>51R*</td>
<td>Spot Lamp - LED Bulb, Driver Only (Unity)</td>
<td>$371.00</td>
</tr>
<tr>
<td>51T</td>
<td>Spot Lamp - LED Bulb, Driver Only (Whelen)</td>
<td>$466.00</td>
</tr>
<tr>
<td>51S</td>
<td>Spot Lamp - LED Bulb, Dual (driver and passenger) (Unity)</td>
<td>$688.00</td>
</tr>
<tr>
<td>51V</td>
<td>Spot Lamp - LED Bulb, Dual (driver and passenger) (Whelen)</td>
<td>$739.00</td>
</tr>
</tbody>
</table>

*Standard on state Contract

Ford VSO Lighting Package pricing available upon request.

Contact: Robbie Richburg
(803)433-3438 (Office)  
(864)918-5615 (Cell)  
robbie@santeeaautomotive.com

Contact: Scott Watford
(803)386-9651 (Cell)  
scott@santeefleet.com
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Chief Luther Reynolds
SUBJECT: SAFE BOAT DEPT.

REQUEST: Approval to purchase a Marine Vessel from Safe Boats International, 8800 SW Barney White Rd., Bremerton, WA 98312
GSA Contract #47QSWA18D005J.

COMMITTEE OF COUNCIL: Ways & Means
DATE: February 8, 2022

COORDINATION: This request has been coordinated with:

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

FUNDING: Was funding previously approved? Yes

If yes, provide the following:
Dept/Div.: 240134 Account#: 58015/52206/52300
Balance in Account $307,775 Amount needed for this item $261,911.97

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

FISCAL IMPACT: 2021 Port Security Grant

CFO’s Signature:

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.
GSA Quote

SAFE Boats International
8800 SW Barney White Rd
Bremerton, WA 98312
T: (360) 674-7161  F: (360) 674-7149

GSA Contract# 47QSWA18D005J

Sold To
City of Charleston Police Department
Chris Morrell
180 Lockwood Blvd.
Charleston, SC 29403
USA
Phone (843) 901-3839

Ship To
City of Charleston Police Department
Chris Morrell
180 Lockwood Blvd.
Charleston, SC 29403
USA
Phone (843) 901-3839

<table>
<thead>
<tr>
<th>Line</th>
<th>GSA</th>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>339512</td>
<td>225-14</td>
<td>SAFE 25 CENTER CONSOLE</td>
<td>1</td>
<td>$117,461.27</td>
<td>$117,461.27</td>
</tr>
</tbody>
</table>

SAFE 25 CENTER CONSOLE SPECIFICATIONS
- LENGTH OVERALL (LOA) (NO ENGINES): 25'
- LENGTH OVERALL (METERS): 7.6M
- BEAM OVERALL (BOA): 8'-6"
- BEAM OVERALL (METERS): 2.6M
- DEADRISE AT TRANSOM: 25 DEG
- DRAFT (ENGINE TRIMMED UP): 19"
- MAX HP: 500
- FUEL CAP. (GAL): 150
- MAX NUMBER OF PERSONS: 15
- SEATED POSITIONS: 6
- DRY WEIGHT: VESSEL NO ENGINES, NO FUEL, NO OPTIONS, NO LIQUIDS, NO PEOPLE, NO CARGO, (APPROXIMATE) 4998 LBS

HULL & DECK
- 1/4" - 5086 BOTTOM PLATE WITH SAFE BOATS EXCLUSIVE STRINGER SYSTEM WITH ANGLED TRANSVERSE FRAMING
- PRESSURE TESTED AIR TIGHT HULL
- REINFORCED KEEL BEACHING PLATE
- NOTCHED TRANSOM WITH SPEED SHOE IN BOTTOM PLATE
- PERFORMANCE WINGS BELOW COLLARS FOR INCREASED LIFT AND STABILIZATION WHILE MANEUVERING
- FULLY WELDED PERFORMANCE LIFTING STRAKES
- SELF-BAILING DECKS WITH HIGH VOLUME SCUPPER DRAINS
- BOW STORAGE/ANCHOR LOCKER WITH AFT FACING DOOR
- DUAL AFT RIGGING LOCKER SYSTEM WITH TOPSIDE ACCESS
- SACRIFICIAL HULL ANODE(S)

SUPER STRUCTURE
- ALUMINUM T-TOP WITH RAIN CAPTURE RING AND DOWN SPOUTS TO SELF-BAILING DECK
- LAMINATED SAFETY GLASS WINDSHIELD AND SIDE WINDOWS WITH BLOW-OUT RESISTANT GASKET
- SWING DOWN RADAR POD
- SAFETY HAND/GRAB RAIL SYSTEM WITH BLACK RUBBERIZED RAIL WRAP

CONSOLE & DASH
- PORT SIDE HELM
- O-HIP OVER HEAD INSTRUMENT PANEL
- SEATING, SEAT STORAGE & UPHOLSTERY
- TWO (2) FLIP UP SEATS WITH SEAT BELTS MOUNTED ON BOLSTER STORAGE BOX
<table>
<thead>
<tr>
<th>Line</th>
<th>GSA Code</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>336512</td>
<td>AFT STORAGE BOLSTER WITH LARGE AFT FACING GASKETED ALUMINUM DOORS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COLLAR SYSTEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PATENTED 100% FOAM SAFE XDR-1 EXTREME DUTY REINFORCED COLLAR SYSTEM WITH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLACK RUBRAKE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>AVAILABLE COLLAR COLORS INCLUDE: BLACK, BLUE, GRAY, ORANGE, GREEN, RED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COATINGS, COVERINGS &amp; LETTERING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLACK NON-SKID DECKS AND GUNNELS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLACK RUBBERIZED DASH SKID</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UPHOLSTERED HEADLINER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOWING, LIFTING &amp; ATTACHMENT POINTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SIX (6) 1/16&quot; CAST ALUMINUM WELD ON CLEATS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BOW AND Stern LIFTING EYES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WELD ON BOW EYE WITH DUAL SS INSERTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WELD ON TRANSMISSION TIE DOWNS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOR AND AFT TOW POSTS WITH SINGLE SS CROSS PIN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MOTOR GUARD/TOW LINE GUIDE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELECTRICAL SYSTEM &amp; POWER GENERATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HOUSE BATTERY SYSTEM 12VDC - ONE (1) MARINE GRADE BATTERY WITH SWITCH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BLUE SEA 360 MARINE GRADE BREAKER SYSTEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BACKLIT SWITCH PANEL WITH MARINE GRADE SWITCHES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOUR (4) 12VDC POWER RECEPCTACLES - TWO (2) ON DASH AND TWO (2) ON ARCH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SELF-PARKING INTERMITTENT WINDSHIELD WIPER SYSTEM WITH WASHER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LIGHTING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LED NAVIGATION LIGHTS (RUNNING AND ANCHOR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INDEPENDENTLY CONTROLLED INTERIOR/EXTERIOR DIMMABLE LED WALKWAY LIGHTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>RED/WHITE OVERHEAD DOME LIGHT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FOUR (4) FLOOD LIGHTS - ONE (1) PORT, ONE (1) STARBOARD AND TWO (2) AFT DECK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ONE (1) 12VDC RECHARGEABLE FLAHLIGHT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELECTRONICS, NAVIGATION &amp; COMMUNICATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MAGNETIC COMPASS W/ DIMMABLE BACK-LIGHTING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NAVIGATION HORN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SAFETY RESCUE &amp; DIVING EQUIPMENT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TWO (2) FIRE EXTINGUISHERS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LIFE RING MOUNT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FUEL SYSTEM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>150 - GALLON FUEL TANK WITH A FORMED BOTTOM (1/4&quot; - 5085)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>REINFORCED PUSH KNEES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>336512</td>
<td>SBI FABRICATED REINFORCED PUSH KNEES ON METAL BOW WITH 4&quot; D RUBBER.</td>
<td>1</td>
<td>6,531.54</td>
<td>6,531.54</td>
</tr>
<tr>
<td></td>
<td></td>
<td>INCLUDES ALL NECESSARY HARDWARE AND INSTALLATION.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>336512</td>
<td>UPGRADE SBI-1220 FLIP-UP SEATS (PR) W/ SUSPENSION.</td>
<td>1</td>
<td>3,094.19</td>
<td>3,094.19</td>
</tr>
<tr>
<td></td>
<td>SBI-1220</td>
<td>UPGRADE SBI-1220 TT &amp; CC FLIP-UP SEATS W/ SHOCK MITIGATION.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>(PAIR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>336512</td>
<td>SEAT STORAGE LOCKER IN FRONT OF CONSOLE. (CC/T)</td>
<td>1</td>
<td>1,726.55</td>
<td>1,726.55</td>
</tr>
<tr>
<td></td>
<td>SSLCCTT</td>
<td>SEAT STORAGE LOCKER W/ FABRICATED LID IN FRONT OF CONSOLE ON EITHER CENTER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CONSOLE OR T-TOP MODELS. LOCKER LID HAS GAS STRUT, SS LATCHES, AND NON-SKID</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SURFACE. INCLUDES NECESSARY HARDWARE AND INSTALLATION.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>336812</td>
<td>CANVAS ENCLOSURE FOR T-TOP</td>
<td>1</td>
<td>2,098.87</td>
<td>2,098.87</td>
</tr>
<tr>
<td></td>
<td>CETT</td>
<td>FULL CANVAS ENCLOSURE FOR T-TOP INCLUDES ROLL UP SIDE AND AFT CURTAINS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ENCAPSULATING T-TOP. AVAILABLE COLORS: GREY, GREEN OR BLACK.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grey</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6 OPEN</td>
<td>BLACK RUBBERIZED RAIL WRAP.</td>
<td>1</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>RWBK</td>
<td>BLACK RUBBERIZED RAIL WRAP.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MARKE</td>
<td>BLACK RUBBERIZED RAIL WRAP.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>T</td>
<td>BLACK RUBBERIZED RAIL WRAP.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line</td>
<td>GSA Code</td>
<td>Description</td>
<td>Qty</td>
<td>Price</td>
<td>Ext. Price</td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
<td>------------------------------------------</td>
<td>-----</td>
<td>--------</td>
<td>------------</td>
</tr>
<tr>
<td>7</td>
<td>OPEN NSBK</td>
<td>BLACK NON-SKID</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>MARKE T</td>
<td>BLACK NON-SKID</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>OPEN RSBK</td>
<td>BLACK RUB-STRAKE</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>MARKE T</td>
<td>BLACK RUB-STRAKE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>OPEN DSBK</td>
<td>BLACK RUBBERIZED DASH SKID</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>MARKE T</td>
<td>BLACK RUBBERIZED DASH SKID</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>OPEN CCBL</td>
<td>COLLAR COLOR BLUE</td>
<td>1</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>MARKE T</td>
<td>COLLAR COLOR BLUE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>336512 CID-1</td>
<td>COLLAR ID - MIDSHIPS</td>
<td>1</td>
<td>$381.17</td>
<td>$381.17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>COLLAR IDENTIFICATION - MIDSHIPS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INSTALL AGENCY NAME IN ADHESIVE VINYL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LETTERING TO COLLAR MIDSHIPS, PORT AND</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>STARBOARD. LETTERING INCLUDES 6&quot; BLOCK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LETTERS IN SINGLE SOLID COLOR.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CUSTOM COLORS AND REFLECTIVE MATERIAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>AVAILABLE FOR AN ADDITIONAL CHARGE.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PLEASE INCLUDE REQUESTED NAME AND COLOR IN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SALES NOTES. &quot;CHARLESTON POLICE&quot; Gold</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lettering 6&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>336512 DLPRCP</td>
<td>DIVE LADDER PRC PLATFORM</td>
<td>1</td>
<td>$918.70</td>
<td>$918.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td>DIVE LADDER PRC PLATFORM WITH LOCKING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PINS AND LANYARDS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>336512 DLG4</td>
<td>DIVE LADDER SS GARELICK 4-RUNG W/ STORAGE</td>
<td>1</td>
<td>$473.96</td>
<td>$473.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td>MOUNT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>DIVE LADDER SS GARELICK 4-RUNG WITH MOUNT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ON PORT SIDE OF OUTBOARD BRACKET.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INCLUDES STORAGE MOUNT WHILE NOT IN USE.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NECESSARY HARDWARE AND INSTALLATION</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>OPEN PRC-8.5</td>
<td>SAFE 8FT 6IN BEAM BOATS PERSONNEL</td>
<td>1</td>
<td>$1,923.35</td>
<td>$1,923.35</td>
</tr>
<tr>
<td></td>
<td>MARKE T</td>
<td>RECOVERY CUTOUT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>PERSONNEL RECOVERY SIDE PLATE AND COLLAR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CUTOUTS. FACILITATES P/W RECOVERY.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>OPEN BP225</td>
<td>ANTI-FOULING BOTTOM PAINT, BLACK, ON SAFE</td>
<td>1</td>
<td>$11,146.06</td>
<td>$11,146.06</td>
</tr>
<tr>
<td></td>
<td>MARKE T</td>
<td>25 CC.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ANTI-FOULING BOTTOM PAINT, BLACK, ON SAFE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>25 CENTER CONSOLE.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INCLUDES: SURFACE PREPARATION TO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MANUFACTURERS SPECIFICATIONS AND BLACK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SHERWIN WILLIAMS SEAVY/VOYAGE (SEAGUARD)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>HEAVY METAL FREE (HMF), ANTI-FOULING,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ABLATIVE PAINT ON ALL WETTED SURFACES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>BELOW COLLAR.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>336512 MY250-250</td>
<td>DUAL YAMAHA 250HP - 25IN SHAFT OFFSHORE</td>
<td>1</td>
<td>$38,542.91</td>
<td>$38,542.91</td>
</tr>
<tr>
<td></td>
<td></td>
<td>OUTBOARDS YAMAHA - TWO (2) (1-R, 1-L)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>F250XCA &amp; LF250XCA 4-STROKE. (25&quot; SHAFT).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>REQUIRES FLY BY WIRE CONTROLS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>336512 ERY2</td>
<td>YAMAHA DUAL ENGINE RIGGING.</td>
<td>1</td>
<td>$11,467.93</td>
<td>$11,467.93</td>
</tr>
<tr>
<td></td>
<td></td>
<td>YAMAHA DUAL ENGINE DEC RIGGING.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>RIGGING INCLUDES: HYDRAULIC STEERING,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TIE BAR, SS PROP, DUAL Binnacle FLY BY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WIRE, STEERING WHEEL, SAFETY LANYARD,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>COMMAND LINK PLUS DISPLAY, TWO ADDITIONAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>STARTING BATTERIES AND INSTALLATION/LABOR.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>336512 PASU</td>
<td>POWER ASSIST STEERING UPGRADE</td>
<td>1</td>
<td>$2,739.15</td>
<td>$2,739.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>POWER ASSIST STEERING UPGRADE. UPGRADE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>MANUAL HYDRAULIC STEERING WITH POWER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ASSIST STEERING HELM AND PUMP.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INCLUDES NECESSARY HOSES, HARDWARE AND</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>INSTALLATION.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line</td>
<td>GSA</td>
<td>Code</td>
<td>Description</td>
<td>Qty</td>
<td>Price</td>
</tr>
<tr>
<td>------</td>
<td>-------</td>
<td>----------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----</td>
<td>--------</td>
</tr>
<tr>
<td>19</td>
<td>336612</td>
<td>SSWS</td>
<td>UPGRADE TO STAINLESS STEEL STEERING WHEEL.</td>
<td>1</td>
<td>$74.79</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>UPGRADE TO SCHMIDT STYLE DESTROYER STAINLESS STEEL STEERING WHEEL WITH POWER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>KNOB. INCLUDES NECESSARY HARDWARE AND INSTALLATION.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>336612</td>
<td>GPSMAP86</td>
<td>GARMIN GPSMAP 8612XSV 12&quot; TOUCH HD CHARTPLOTTER/SONAR COMBO WITH PRELOADED</td>
<td>1</td>
<td>$3,886.56</td>
</tr>
<tr>
<td></td>
<td></td>
<td>12xv</td>
<td>HD MAPS INCLUDES: (1) GARMIN 010-02092-03 GPSMAP 8612XSV 12&quot; HD TOUCHSCREEN</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CHARTPLOTTER/SONAR COMBO WITH BUILT-IN SUPPORT FOR SONAR, INCLUDING DUAL-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CHANNEL 1 KW TRADITIONAL CHIRP, CHIRP CLEARVU AND CHIRP SIDEVU SCANNING</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SONARS PLUS BUILT-IN SUPPORT FOR ULTRA-HIGH-DEFINITION SCANNING SONAR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(NO BLACK BOX REQUIRED), PRELOADED BLUECHART G3 US COASTAL &amp; LAKEVU HD MAPS</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NECESSARY HARDWARE AND INSTALLATION. (TRANSDUCER(S) AND EXTERNAL GPS ANTENNA</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SOLD SEPARATELY.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>336612</td>
<td>GPS19xNM</td>
<td>GARMIN GPS 19X NMEA 2000 GPS ANTEENA INCLUDES NECESSARY HARDWARE AND</td>
<td>1</td>
<td>$304.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EA2000</td>
<td>INSTALLATION.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>OPEN</td>
<td>GT51M-TM</td>
<td>GARMIN GT51M-TM TRANSOM MOUNT CHIRP DOWNVU/SIDEVU TRANSDUCER ON</td>
<td>1</td>
<td>$757.40</td>
</tr>
<tr>
<td></td>
<td>MARKE</td>
<td>85</td>
<td>GARMIN GT51M-TM TRANSOM MOUNT CHIRP DOWNVU/SIDEVU TRANSDUCER ON SAFE 85&quot;</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>85</td>
<td>T</td>
<td>WIDE BOATS INCLUDES: (1) GARMIN GT51M-TM TRANSOM MOUNT DOWNVU/SIDEVU</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TRANSDUCER (12-PIN), 500W (CHIRP 260/455 KH2) TRADITIONAL 600W (MID-BAND</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>CHIRP 80-160 KH2) WITH TEMP, NECESSARY HARDWARE AND INSTALLATION.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>336612</td>
<td>GPTH</td>
<td>GARMIN PLASTIC THRU-HULL MOUNT TRANSDUCER WITH DEPTH &amp; TEMPERATURE (8-PIN)</td>
<td>1</td>
<td>$283.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>GARMIN PLASTIC THRU-HULL MOUNT TRANSDUCER WITH DEPTH &amp; TEMPERATURE (8-PIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>- AIRMAR P319 INCLUDES NECESSARY HARDWARE AND INSTALLATION.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>336612</td>
<td>010-11417-20</td>
<td>GARMIN 9-AXIS HEADING SENSOR. INCLUDES (1)</td>
<td>1</td>
<td>$667.73</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20</td>
<td>GARMIN 010-11417-20 - 9-AXIS HEADING SENSOR (1) NMEA 2000 T-CONNECTOR, (1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NMEA 2000 DROP CABLE, 2M, NECESSARY HARDWARE AND INSTALLATION.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td>336612</td>
<td>GMRFANT</td>
<td>GARMIN GMR FANTOM 24 - 24&quot; DOME RADAR W/ MOTIONSCOPE TECHNOLOGY.</td>
<td>1</td>
<td>$2,775.39</td>
</tr>
<tr>
<td></td>
<td>OM24</td>
<td></td>
<td>GARMIN GMR FANTOM 24 - 24&quot; DOME RADAR WITH MOTIONSCOPE TECHNOLOGY INCLUDES:</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(1) GARMIN 010-01707-00 - GMR FANTOM 24, 24&quot; 40W SOLID-STATE, DOME RADAR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WITH 20' TO 48 NAUTICAL MILE DETECTION RANGE, (15M POWER CABLE, (15M NETWORK CABLE NECESSARY HARDWARE AND INSTALLATION. FLIR M364 SINGLE PAYLOAD STABILIZED 640 THERMAL 24 DEG FOV CAMERA W/O JC] INCLUDES (1) FLIR E70525 M364 SINGLE PAYLOAD, STABILIZED THERMAL CAMERA (640 X 480, 30HZ, 24 DEG FOV) WITH PANEL TILT AND ELECTRONIC ZOOM, (1) SII FABRICATED FLIR M300 SERIES WELD-ON RISER BRACKET INSTALLED ON CABIN TOP, NECESSARY HARDWARE AND INSTALLATION. FLIR JOYSTICK CONTROL UNIT (JCJ) SOLD SEPARATELY. FLIR JCJ1 POE INJECTOR KIT FOR FLIR M300 SERIES CAMERAS. INCLUDES: (1) FLIR T70477 JCJ1 POE INJECTOR KIT CONSISTING OF (1) JCJ1 POE INJECTOR KIT (JCJ 1) WITH WEATHER COVER, (1) 125 AND (1) 1° SHIELDED ETHERNET CABLE (RJ-45), (1) POWER OVER ETHERNET INJECTOR, (1) WATERPROOF COUPLER AND MOUNTING HARDWARE.</td>
<td>1</td>
<td>$1,159.34</td>
</tr>
</tbody>
</table>

10/19/21 07 42 44
<table>
<thead>
<tr>
<th>Line</th>
<th>GSA</th>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>29</td>
<td>336612</td>
<td>HPW112/S A315</td>
<td><strong>WHELEN LOUDHAILER SYSTEM. WPA112, WPA2, SA315.</strong></td>
<td>1</td>
<td>$1,226.03</td>
<td>$1,226.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>WHELEN 100WATT LOUDHAILER SYSTEM. INCLUDES WPA112 AMPLIFIER, WPA2 CONTROL HEAD W/ FLUSH MOUNT KIT AND SA315 SPEAKER. INCLUDES NECESSARY HARDWARE AND INSTALLATION.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td>336612</td>
<td>SLRCL-100 LED</td>
<td><strong>ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT, 220,000 CD, 12/24VDC.</strong></td>
<td>1</td>
<td>$2,178.61</td>
<td>$2,178.61</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>ACR RCL-100 LED REMOTE CONTROL SEARCHLIGHT 220,000 CD. 12/24VDC. INCLUDES: (1) ACR PIN 1951 RCL-100 LED REMOTE CONTROL SEARCHLIGHT WITH (1) MASTER CONTROLLER, (1) WIRED POINT PAD, NECESSARY HARDWARE AND INSTALLATION.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td>336612</td>
<td>FLDRLED</td>
<td><strong>UPGRADE TO DR LED &quot;KEVIN&quot; 600+ LUMENS LED FLOOD LIGHTS.</strong></td>
<td>1</td>
<td>$558.73</td>
<td>$558.73</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>UPGRADE FROM STANDARD SFI 55WATT HALOGEN FLOOD LIGHTS TO DR LED &quot;KEVIN&quot; 800200 600+ LUMENS LED FLOOD LIGHTS. INCLUDES NECESSARY HARDWARE AND INSTALLATION.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>32</td>
<td>OPEN</td>
<td>CPI510/395 MARKE -1</td>
<td><strong>ICOM M510 VHF MARINE TRANSCEIVER W/ SHAKESPEARE 396-1 5' CLASSIC VHF MARINE BAND ANTENNA.</strong></td>
<td>1</td>
<td>$1,476.64</td>
<td>$1,476.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>INCLUDES: (1) ICOM IC-M510 AIS VHF MARINE TRANSCEIVER WITH 25W OUTPUT POWER, AUTOMATIC FOGHORN FUNCTION (CT-M500 REQUIRED, SOLD SEPARATELY), OPTIONAL TWO-WAY HAILER/PA FUNCTION (CT-M500 &amp; HAILING HORN REQUIRED, SOLD SEPARATELY), 3.5&quot; COLOR TFT LCD DISPLAY, CLASS D DSC, AND BUILT-IN NMEA 0183 CONNECTIVITY (OPTIONAL NMEA 2000 W/ CT-M500 SOLD SEPARATELY), (1) ICOM MBF-7 FLUSH MOUNT KIT, (1) SHAKESPEARE 396-1 5' CLASSIC VHF MARINE BAND 3DB GAIN ANTENNA, (1) SHAKESPEARE 4187-HD HEAVY DUTY S/S RATCHET MOUNT, (1) EXTERNAL VHF SPEAKER, NECESSARY HARDWARE AND INSTALLATION.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>33</td>
<td>OPEN</td>
<td>MS-RA55 MARKE -1</td>
<td><strong>FUJION MS-RA55 COMPACT MARINE STEREO W/ BLUETOOTH AUDIO STREAMIN</strong></td>
<td>1</td>
<td>$1,248.03</td>
<td>$1,248.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>INCLUDES: (1) FUJION MS-RA55 COMPACT MARINE STEREO WITH BLUETOOTH AUDIO STREAMING, (4) 4&quot; FUJION SPEAKERS, (1) SHAKESPEARE GALAXY AM/FM ANTENNA WITH SS RATCHET MOUNT, NECESSARY HARDWARE AND INSTALLATION.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>OPEN</td>
<td>WM-BRM-1 MARKE 091 M-1</td>
<td><strong>(1) BLAC-RAC MARINUS 1091M WEAPONS MOUNT WITH NON-ELECTRIC PROPR</strong></td>
<td>2</td>
<td>$797.97</td>
<td>$1,595.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>INCLUDES: (1) BLAC-RAC MODEL 1091E MARINUS TACTICAL WEAPONS MOUNT WITH NON-ELECTRIC PROPRIETARY KEY LOCK, (1) BLAC-RAC 25018 18&quot; T-CHANNEL MOUNT HARDWARE AND INSTALLATION.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>OPEN</td>
<td>ROM-CFE MARKE 1</td>
<td><strong>INSTALL CUSTOMER SUPPLIED AGENCY RADIO &amp; ANTENNA. RADIO MAKE/MD</strong></td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>INSTALL CUSTOMER SUPPLIED AGENCY RADIO &amp; ANTENNA. INCLUDES: LABOR, NECESSARY HARDWARE, AND POWER FROM 12VDC DISTRIBUTION PANEL TO RADIO MOUNTING LOCATION FOR CUSTOMER SUPPLIED RADIO AND ANTENNA.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>AGENCY RADIO COMPONENTS NOT TO EXCEED (1) RADIO HEAD WITH MIC, (1) RADIO BODY OR AMP (IF SEPARATE FROM RADIO HEAD), (1) EXTERNAL RADIO SPEAKER, AND (1) ANTENNA WITH MOUNT.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>DOES NOT INCLUDE: RADIO, DASH TO REMOTE MOUNT CONVERSION KIT, FLUSH MOUNT KIT, ANTENNA, MIC, EXTERNAL VHF SPEAKER OR ANY REQUIRED RADIO HARNESS.</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Line</td>
<td>GSA</td>
<td>Code</td>
<td>Description</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>35</td>
<td>336612</td>
<td>SFTYKT</td>
<td>OFFSHORE SAFETY KIT</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SAFETY KIT. KIT INCLUDES: 24' LIFE RING BUOY WITH DISTRESS MARKER LIGHT,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PORTABLE BILGE PUMP, 10-PERSON FIRST AID KIT, OFFSHORE MARINE FLARE SIGNAL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>KIT AND HAND HELD COMPRESSED AIR HORN.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>37</td>
<td>336612</td>
<td>DK17-38</td>
<td>DOCKING KIT FOR 17-38 HULLS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DOCKING KIT FOR 17'-38' HULLS. KIT INCLUDES: FOUR(4) 30' X 5/8' DBN DOCK</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>LINES W/ EYE SPlice AT ONE END (BLACK), FOUR(4) 5.5' X 20' 2-EYED RIBBED</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BLACK FENDERS, AND FOUR(4) 3/8' X 9' FENDER WHIPS (BLACK).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>38</td>
<td>336612</td>
<td>AK17-25</td>
<td>ANCHOR KIT 17-25</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>ANCHOR KIT FOR 17'-25' HULLS. KIT INCLUDES: (1) FORTRESS FX7 4LB ANCHOR,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>(2) 3/8' S/S SHACKLE, (9 FT) S/S ANCHOR CHAIN, (1) 3/8' S/S EYE-TO-JAW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SWIVEL, AND (150') 5/8' 3 STRAND W/ S/S THIMBLE.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>39</td>
<td>336612</td>
<td>2DFT-SBI</td>
<td>2-DAY FAMILIARIZATION TRAINING, AT SBI.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2-DAY FAMILIARIZATION TRAINING: THIS INTRODUCTORY BOAT OPERATIONS COURSE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WILL PROVIDE THE CUSTOMER WITH A BASIC UNDERSTANDING OF THEIR NEW SAFE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BOAT ITS SYSTEMS, AND THE RELEVANT OPERATIONAL CHARACTERISTICS. 1 INSTRUCTOR</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FOR UP TO 10 STUDENTS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>INCLUDES:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-INSTRUCTOR(S)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-CLASSROOM/FACILITY</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-BOAT OPERATIONAL COSTS (LAUNCHING, MOORING, FUEL, ETC.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-9.0% WA STATE TAX FOR TRAINING TO BE COMPLETED IN WA STATE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>NOT INCLUDED:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-STUDENT TRAVEL EXPENSES (AIRFARE, HOTEL, MEALS, ETC.).</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>-OEM INSTRUCTORS(CAN BE ADDED FOR AN ADDITIONAL FEE)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>336612</td>
<td>TRL10</td>
<td>TRAILER, 9000 - 26' - 27' FC (8'6&quot; WIDE), ALUMINUM</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TRAILER 9000 - 26'-27' FC (8'6&quot; ONLY) ALUMINUM BUNK TRAILER WITH DISC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>BRAKES, BOW LADDER, V-STOP AND LED LIGHTING.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>41</td>
<td>336612</td>
<td>Prep3</td>
<td>SHIPPPING PREP/FULL SHRINK WRAP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PREPARATION FOR SHIPPING</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>INCLUDES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>1 DISCONNECT BATTERIES FROM ELECTRICAL SYSTEM.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>2 SECURE LOOSE GEAR TO PREVENT SHIFTING DURING SHipment.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3 SECURE BOAT TO TRAILERS. (IF APPLICABLE)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>4 SECURE EQUIPMENT (E.G., MOTORS, SPOTLIGHT, ETC.) AS NECESSARY TO</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>PREVENT MOVEMENT DURING SHIPMENT.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5 REMOVE FLAMMABLE LIQUIDS IF REQUIRED TO COMPLY WITH OCEAN</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TRANSPORTATION REQUIREMENTS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>6 PLACE RADOME AND ANTENNAS IN LOWERED POSITION.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>7 ENSURE NO MORE THAN 10 GALLONS FUEL REMAINS IN THE FUEL TANKS.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>8 PLACE BOAT CABIN KEY IN A SECURE &quot;HIDE&quot;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>9 PROTECTIVE SHRINK WRAP (COVERS BOAT DOWN TO COLLAR AND OUTBOARD ENGINES</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>IF APPLICABLE)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>DOES NOT INCLUDE ACTUAL TRANSPORTATION CHARGES.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Please contact me if I can be of further assistance.

<table>
<thead>
<tr>
<th>Line</th>
<th>GSA Code</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>SubTotal</td>
<td></td>
<td></td>
<td></td>
<td>$252,482.52</td>
<td></td>
</tr>
<tr>
<td>Tax</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Shipping</td>
<td></td>
<td></td>
<td></td>
<td>$7,151.00</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td>$259,633.52</td>
<td></td>
</tr>
</tbody>
</table>
TO: John J. Tecklenburg, Mayor  
FROM: Matt Fountain  
DEPT. Stormwater  
SUBJECT: CATERPILLAR C9/300KW DIESEL GENERATOR SET  
REQUEST: Approval to purchase a Caterpillar C9/300kw Diesel Generator Set  
From Blanchard Machinery, 153 Farmington Rd., Summerville, SC 29483. Sourcewell Contract #120617-CAT  
COMMITTEE OF COUNCIL: Ways & Means  
DATE: February 8, 2022  

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

Corporate Counsel  
Cap. Proj. Cmte. Chair  
Stormwater  
Procurement Director

FUNDING: Was funding previously approved? Yes □ No □ N/A □  
If yes, provide the following: Dept./Div. 050359  
Account #: 58015  
Balance in Account $140,125.27  
Amount needed for this item $140,125.27  

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 Fountain  
FISCAL IMPACT: Spring Fishtown Drainage Project-Phase 4  
Funding Sources - South Carolina Transportation Infrastructure Bank ($56,312,589.90) and King Street Gateway TIF ($9,006,421.80).  

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.
### Diesel GENERATOR SET

- Caterpillar C9/300kw
- 300kw Standby Rating
- EPA Stationary Emergency certified Standby Applications
- 277/480 Voltage, 3 Phase, Wire, 60 Hz
- UL 2200 certified, IBC seismic certified
- NFPA 110 compliant
- EMCP 4.2B Control Panel
- (1) Local Annunciator; (1) Remote Annunciator (1) Remote E-stop
- Permanent Magnet Excited Alternator, 12 lead, anti-condensation heater, 105 degree temp rise
- (1) 600 amp Circuit Breaker, SUSE, Auxiliary Contacts, LSI, 100% rated, adjustable trip
- (1) 225 amp Circuit breaker, 100% rated – for Load bank connection
- Low Coolant level alarm and Shutdowns
- Gen Run Relay
- CAT maintenance free lead acid Battery, 10 amp Battery Charger
- Oil temp gauge and sender
- Jacket Water Heater, Coolant Reservoir
- Factory test @ .8 Power Factor
- Sound Attenuated galvanized steel Enclosure, CAT WHITE
  - Sound level at full load: 75 dBA at 23' (in free field environment)
  - AC/DC Lighting Package
  - 100 amp Load Center
  - 150 MPH wind load design
  - Internally mounted, critical grade, exhaust system
- 660 Gallon Sub base fuel tank, UL 142
  - 612 usable gallons, provides 28 hours run time at 100% load
  - Pryco supply and return daytank pumping system with controls
  - Reverso Fuel Polishing system
- 5 Year warranty, Platinum level

### LOAD BANKS DIRECT ROOF MOUNT LOAD BANK

- 277/480 Volt, 3 phase, 150kw
- NEMA 4x enclosure, for corrosion resistance
- Auto Load Controller Feature

### AUTOMATIC TRANSFER SWITCH: 600 amp

- 277/480 Volt, 3 phase, 4 wire, 3 pole
- Open transition
- Programmable exerciser
- Modbus Communication
- NEMA 1 enclosure
1. **GENERAL**
   - Start-up, testing, and Customer Training
   - Includes 4-hour resistive load bank test on site
   - Offloading, setting, installation, and fueling are not included.

Net Sourcewell Pricing – (excluding sales tax) $128,555.29 - see computation below

**Estimated Shipment (from submittal approval):**
- Genset: RTS date: 07-11-2022; ATS: 12-13 weeks from order; Load Bank: 16 weeks from order/release

**Sourcewell Quote**
Sourcewell Contract #120617-CAT
From focus program letter OIL2019 (See Discounts Below)
Last Update 1/5/2022

**Total Quote** $128,555.29

<table>
<thead>
<tr>
<th>Cat Generator</th>
<th>C9/300kw</th>
</tr>
</thead>
<tbody>
<tr>
<td>Generator List Price</td>
<td>$129,283.00</td>
</tr>
<tr>
<td>SW Member Discount %</td>
<td>37%</td>
</tr>
<tr>
<td>SW Member Discount $</td>
<td>$47,834.71</td>
</tr>
<tr>
<td>Generator Total</td>
<td>$81,448.29</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CAT ATS</th>
</tr>
</thead>
<tbody>
<tr>
<td>List Price</td>
</tr>
<tr>
<td>SW Member Discount (20%)</td>
</tr>
<tr>
<td>Total</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Services / Source Goods</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start up</td>
</tr>
<tr>
<td>Custom Modification</td>
</tr>
<tr>
<td>Freight</td>
</tr>
<tr>
<td>Load Bank</td>
</tr>
<tr>
<td>Reverso Fuel Clean</td>
</tr>
<tr>
<td>Modbus Converter</td>
</tr>
<tr>
<td>Day tank pump system</td>
</tr>
<tr>
<td>Sub Total</td>
</tr>
<tr>
<td>SW Member Discount %</td>
</tr>
<tr>
<td>SW Member Discount</td>
</tr>
<tr>
<td>Services Total</td>
</tr>
</tbody>
</table>

*Custom modification includes:
- Adding AC/DC light package to enclosure
- Adding 100 amp load panel to enclosure to accommodate Reverso system, day tank system and lights.
- Converting fuel tank to a day tank with controls and piping modifications
- Installing Roof Mount load bank and adding Second generator circuit breaker for load bank connection
- Installing REVERSO Fuel Polishing system

**General Notes:**
1. WE RESERVE THE RIGHT TO CORRECT STENOGRAPHIC OR CLERICAL ERRORS.
2. DELIVERIES ARE SUBJECT TO OCCURRENCES BEYOND OUR CONTROL.

Blanchard Machinery
153 Farmington Road
Summerville, SC 29483

Sara Cox
Sales Representative
Cell (843) 412-6824
sbcox@blanchardmachinery.com

CAT Electric Power
Terms and Conditions

Blanchard Machinery Company, a corporation having its principal office at 3151 Charleston Highway, West Columbia, SC 29172 with a mailing address of P.O. Box 7517, Columbia, SC 29202 (hereinafter called "SELLER") hereby sells to the identified CUSTOMER and the CUSTOMER hereby purchases from the SELLER the personal property described and in consideration of which SELLER and CUSTOMER do hereby covenant and agree in this Order Acknowledgment as follows:

COMPLIANCE WITH LAWS

This order shall be governed by the laws of the state of South Carolina. Buyer shall fully comply with all applicable federal, state or local laws, rules, regulations, or ordinances and shall hold Buyer harmless from any liability resulting from failure of such compliance.

CONTINGENCIES

This order is contingent upon credit approval. This order acknowledgement is conditioned upon and subject to the Customer maintaining the financial creditworthiness required for payment.

PAYMENT TERMS

Unless otherwise specified herein, payment of an undisputed amount of an invoice shall be made within thirty (30) days after the invoice.

FINANCE CHARGE

Amounts payable, which are not paid within 30 days of the due date, shall be subject to a Finance Charge computed on such account balance by a "Periodic Rate" equal to 18% per annum or, if less, the highest rate permitted by law.

INSURANCE

CUSTOMER assumes and shall bear the entire risk of loss of and damage to the EQUIPMENT from any and every cause whatsoever as of the date the EQUIPMENT is delivered to CUSTOMER. CUSTOMER shall indemnify and save Seller harmless from and against any and all damage or injury to or loss of EQUIPMENT or any part thereof and from and against any and all claims, damages, judgments, and liability whatsoever occasioned by or resulting from the use, operations, possession, or transportation of EQUIPMENT. The amount of damage for any loss of or injury to EQUIPMENT shall be based upon the then actual reasonable market value.

CONDITION UPON DELIVERY

CUSTOMER shall be conclusively presumed to have accepted the EQUIPMENT in the condition existing at the time of delivery hereunder unless within forty-eight (48) hours thereafter, CUSTOMER shall notify SELLER of any actual existing defects and of CUSTOMER'S refusal to accept the EQUIPMENT in its then condition. Thereupon, SELLER, if it shall so elect, without liability to CUSTOMER, may arrange to correct any such defect of the EQUIPMENT.

WARRANTIES DISCLAIMER OF WARRANTIES

BLANCHARD MACHINE CO., THE SELLER, EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO THE FREEDOM OF CLAIMS OF ANY PERSON BY WAY OF INFRINGEMENT OR THE LIKE. SELLER SHALL HAVE NO LIABILITY TO CUSTOMER FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND OR NATURE WHATSOEVER, INCLUDING CLAIMS ARISING OUT OF OR IN CONNECTION WITH (i) ANY DEFICIENCY OR INADEQUACY OF THE EQUIPMENT FOR ANY PURPOSE (ii) ANY DEFICIENCY OR DEFECT IN THE EQUIPMENT, (iii) THE USE OR PERFORMANCE OF THE EQUIPMENT, OR (iv) ANY LOSS OF BUSINESS OR OTHER CONSEQUENTIAL LOSS OR DAMAGE.

COMPLIANCE BY CUSTOMER UNDER LAWS RELATED TO GOVERNMENT CONTRACTS

The CUSTOMER agrees, that to the extent applicable to this Sale, unless exempted by federal law, regulation, or order, to comply with Federal statutes, Executive Orders, and implementing regulations, including the provisions of 29 CFR Part 470 relating to government contractors and subcontractors regarding equal employment opportunity, affirmative action, the employment of veterans and the handicapped and the utilization of minority or female-owned business enterprises.

NON-WAIVER

Failure of SELLER to insist on strict performance of any of the covenants or agreements set forth herein shall not be construed to be a waiver of any such or other covenants or agreements, and the same shall remain in full force and effect.

ENTIRE AGREEMENT

This Order constitutes the entire agreement between SELLER and CUSTOMER, and no oral agreement, guaranty, promise, condition, or representation heretofore, made or claimed to have been made by SELLER shall be binding upon SELLER unless herein expressly stated.

ACCEPTED BY: ___________________________ P.O. #: ___________________________

COMPANY: ___________________________ DATE: ___________________________

Blanchard Machinery
153 Farmington Road
Summerville, SC 29483

Sara Cox
Sales Representative
Cell (843) 412-5824
sbcocx@blanchardmachinery.com
**COMMITTEE / COUNCIL AGENDA**

**TO:** John J. Tecklenburg, Mayor  
**FROM:** Tom O'Brien/Ben Dellucci  
**DEPT.** Public Service/Fleet  
**SUBJECT:** 2021 Freightliner 114SD 6x4 Chassis with new Vac-Con Titan Sewer Truck  
**REQUEST:** Approval to purchase a 2021 Freightliner 114SD 6x4 Chassis with new Vac-Con Titan Sewer Truck from Southern Vac, 1520 Pineview Rd., Columbia, SC 29209. Sourcewell Contract #101221-VAC

**COMMITTEE OF COUNCIL:** Ways & Means  
**DATE:** February 8, 2022

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

<table>
<thead>
<tr>
<th>Coordination</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td>☐️</td>
<td>☐️</td>
<td>☐️</td>
<td>☐️</td>
</tr>
<tr>
<td>Cap. Proj. Cmte. Chair</td>
<td>☐️</td>
<td>☐️</td>
<td>☐️</td>
<td>☐️</td>
</tr>
<tr>
<td>Public Service/Fleet</td>
<td>☒️</td>
<td>☐️</td>
<td>☒️</td>
<td>☐️</td>
</tr>
<tr>
<td>Procurement Director</td>
<td>☒️</td>
<td>☐️</td>
<td>☒️</td>
<td>☐️</td>
</tr>
</tbody>
</table>

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

If yes, provide the following

<table>
<thead>
<tr>
<th>Dept /Div</th>
<th>062022</th>
<th>Account #</th>
<th>58010</th>
</tr>
</thead>
</table>

Balance in Account ☑️ Amount needed for this item $335,750.00

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

**NEED:** Identify any critical time constraint(s)

**CFO’s Signature:**  
**FISCAL IMPACT:** Lease Purchase

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

**ORIGINATING OFFICE PLEASE NOTE:** A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
<table>
<thead>
<tr>
<th>Account Codes:</th>
<th>062020-5810</th>
<th>Contract #:</th>
<th>101221-vac</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #</td>
<td>Quantity</td>
<td>Unit</td>
<td>Description</td>
</tr>
<tr>
<td>1</td>
<td>1</td>
<td></td>
<td>2021 Freightliner 114SD 6X4 chassis with new Vac-Con Titan sewer truck AS per quoete Sourcewell Contract # 101221-vac</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>Less Trade For Stormwater</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>STATE TAX</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
NEW SOURCEWELL TITAN COMBINATION JET/VACUUM SEWER CLEANER
SOURCEWELL CONTRACT: 101221-VAC

<table>
<thead>
<tr>
<th>Requirement Specification</th>
<th>CITY OF CHARLESTON</th>
<th>SOUTH CAROLINA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Combination jet/vacuum sewer cleaner with all standard equipment TAQQ312HE/1500 (TITAN PACKAGE)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freightliner model 114SD 6 x 4, 66,000 GVWR chassis with a 370 HP diesel engine, 3000 RDS Allison automatic transmission and A/C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Body mounting on Chassis</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Titan Package Including all standard equipment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>AQD fan drive for Titan</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10' Aluminum telescoping boom with pendant control station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front mounted articulating to driver's side hose reel, 600' x 1&quot; capacity</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25' aluminum intake hose (1-3/8&quot;, 2 5/8&quot;, 1-6/8&quot; and 1-6 5/8&quot; catch basin nozzle) with locking quick clamps</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sealed and locking tool boxes</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Zinc, PPG paint - line on process, &quot;aircraft grade&quot; primer</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 month standard warranty on module</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5# fire extinguisher</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set of triangles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 year centrifugal compressor (fans) warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 year water pump warranty</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5 year water pump drive warranty</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 1 of 3
<table>
<thead>
<tr>
<th>Requirement Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>600' x 1&quot; Jet Rodder hose</td>
</tr>
<tr>
<td>60 GPM @ 3000 PSI Giant water pump system with a GM 5.7 Gas 140 HP engine</td>
</tr>
<tr>
<td>A flat style rear door in lieu of dome style door including hydraulic opener</td>
</tr>
<tr>
<td>Rear splash shield</td>
</tr>
<tr>
<td>Stainless steel ball on debris body level indicator</td>
</tr>
<tr>
<td>1/4&quot; Turn ball valve</td>
</tr>
<tr>
<td>50' Capacity retractable hand gun hose reel</td>
</tr>
<tr>
<td>Air purge system</td>
</tr>
<tr>
<td>Debris body &quot;Power Flush&quot; system, 8 jets</td>
</tr>
<tr>
<td>Electrode Titan style water level gauge</td>
</tr>
<tr>
<td>Hydro-X Package</td>
</tr>
<tr>
<td>Pinch roller/Tensioner device</td>
</tr>
<tr>
<td>Power Guide &quot;Real Power&quot; level wind guide</td>
</tr>
<tr>
<td>Automatic lube kit for centrifugal compressor</td>
</tr>
<tr>
<td>Auxiliary engine remote oil drain</td>
</tr>
<tr>
<td>Boom headache rack</td>
</tr>
<tr>
<td>Cane storage rack</td>
</tr>
<tr>
<td>Rear mounted tow hooks</td>
</tr>
<tr>
<td>Remote boom grease reel assembly</td>
</tr>
<tr>
<td>Remote debris tank grease assembly</td>
</tr>
<tr>
<td>LED 4 Strobes - (2) front bumper, (2) rear bumper</td>
</tr>
<tr>
<td>LED Arrow board</td>
</tr>
<tr>
<td>LED Boom mounted flood lights with limb guard</td>
</tr>
<tr>
<td>Two Mirror mounted LED strobe lights with limb guards</td>
</tr>
<tr>
<td>Requirement Specification</td>
</tr>
<tr>
<td>---------------------------</td>
</tr>
<tr>
<td>Omnibus precision power system</td>
</tr>
<tr>
<td>Wireless remote control</td>
</tr>
<tr>
<td>3 Year Electrical components warranty service &amp; repair</td>
</tr>
<tr>
<td>Additional Year Vsc-Coa Warranty (2 Years Total)</td>
</tr>
<tr>
<td>Brigade 360 Camera system</td>
</tr>
<tr>
<td>KEG Storm water nozzle package (Rambo, Traction, Aquapower)</td>
</tr>
<tr>
<td>1&quot; x 15' Leader hose</td>
</tr>
<tr>
<td>Aluminum storage box 16&quot; x 42&quot; x 90&quot;</td>
</tr>
<tr>
<td>Aluminum storage box 19&quot; x 42&quot; x 90&quot; (upgrades) behind cab in lieu of standard steel</td>
</tr>
<tr>
<td>Paint Module: Elite Deep Blue</td>
</tr>
<tr>
<td>Reflective striping: White</td>
</tr>
<tr>
<td>Passenger air ride seat *Captain chairs for passenger &amp; driver</td>
</tr>
<tr>
<td>Two standard ENZ nozzles, one sanitary (egg) and one Chisel point penetrator</td>
</tr>
<tr>
<td>ICC lighting</td>
</tr>
<tr>
<td>Local dealer pre delivery and inspection</td>
</tr>
<tr>
<td>On site customer training</td>
</tr>
<tr>
<td>Delivery to customer facility</td>
</tr>
</tbody>
</table>

**TOTAL PRICE OFFERED TO SOURCEWELL MEMBER**

$510,250.00

**Trade In: VACTOR - Trade-In Truck must be in full, working order prior to acceptance by Southern Vac**

($175,800.00)

**TOTAL PRICE OFFERED TO SOURCEWELL MEMBER AFTER TRADE IN**

$335,250.00

---

**Delivery is Days after receipt of order.**

SOURCEWELL CONTRACT NO 101221-VAC

VENDOR/CONTRACT HOLDER: VAC-CON, INC.

969 HALL PARK RD

GREEN COVE SPRINGS, FL 32043

CONTACT: M.J. DUBOIS

EMAIL: MJDUBOIS@DUCOLLC.COM

PHONE: 410-924-1004

Page 3 of 3
TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben DeLucchi
DEPT. Public Service/Fleet
SUBJECT: 2022 CAT 440 BACKHOE LOADER
REQUEST: Approval to purchase one (1) Cat 440 Backhoe Loader from Blanchard Machinery, PO Box 402197, Atlanta, GA 30384
SC Contract #4400025395

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

Corporate Counsel: Yes N/A Signature of Individual Contacted: 
Cap. Proj. Cmte. Chair: 
Public Service/Fleet: X 
Procurement Director: X 

FUNDING: Was funding previously approved? Yes No N/A 
If yes, provide the following Dept./Div: 062022 Account #: 58015
Balance in Account: 
Amount needed for this item: $116,712.00

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

NEED: Identify any critical time constraint(s)

CFO's Signature: 
FISCAL IMPACT: 8022 Case Purchase

Mayor's Signature: John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
<table>
<thead>
<tr>
<th>Account Codes:</th>
<th>Item #</th>
<th>Quantity</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>062022-5815</td>
<td>1</td>
<td></td>
<td>New Cat 440 Backhoe Loader</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SC STATE CONTRACT PRICE:</td>
<td>$113,401.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Premier Warranty</td>
<td>$2,811.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>As per Quote</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>State Contact #4400025395</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>For</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Stormwater</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>STATE TAX</td>
<td>$500.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>TOTAL</td>
<td>$116,712.00</td>
<td></td>
</tr>
</tbody>
</table>

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
January 25, 2022

City of Charleston
Mr. Luigi Cirifisco
Charleston, SC

Dear Mr. Cirifisco,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New CAT Model 440 Backhoe Loader with all standard equipment in addition to the additional specifications listed below.

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Ross Carr
Machine Sales Representative
MACHINE SPECIFICATIONS

Description

440 BACKHOE LOADER
WORKLIGHTS (3) HALOGEN LAMPS
COLD WEATHER PACKAGE, 120V HRC
PRODUCT LINK, CELLULAR PL641
SEAT, DELUXE FABRIC
CAB, DELUXE
POWERTRAIN, 4W/4, AUTOSHIFT
RIDE CONTROL
STICK, EXTENDABLE, 15FT
HYDRAULICS, MP, 6FCN/6BNK
BUCKET-MP HD, 1.75YD3 PO BOCE
TIRES, 340 80-18/600 70-24, MX
BUCKET-HD, 24", 6.2 FT3
GUARD, STABILIZER
STABILIZER PADS, FLIP-OVER
BELT, SEAT, 2" SUSPENSION
LINES, AUX COMBO, EXT STICK 15'
HYDRAULIC THUMB
RADIO
LED WORK LIGHT KIT
State Contract # 4400025395 Price $113,401.00
South Carolina Sales Tax $500.00

Total $113,901.00

WARRANTY
Standard Warranty: 12 Month/1,500 Hour Premier

Options (not included)

*3 Year/3,000 Hour Premier Warranty $2,811.00

**Price does not include South Carolina sales tax, insurance, or documentation fees. Scheduled-Oil-Sampling (SOS) is required during all warranty periods. Blanchard Machinery is responsible for travel time and mileage for warranty repairs during the first 6 months.
Equipment Protection Plans (EPP)

**3 EASY STEPS TO PROTECT YOUR NEW CAT® EQUIPMENT**

You count on your Cat® machines to get the job done, day in and day out. Choose a protection plan that's just as dependable and long-lasting. EPP offers the only coverage designed specifically for new Cat equipment - giving you the highest level of repair cost protection available. Comprehensive EPP options protect your investment and your peace of mind.

1 **SELECT YOUR PROTECTION OPTION**

Choose from our Powertrain, Powertrain + Hydraulics, Powertrain + Hydraulics + Technology and Premier plans to get the exact age and hours for the protection you need.

<table>
<thead>
<tr>
<th>PREMIER (includes all Powertrain, Powertrain + Hydraulics, and Powertrain + Hydraulics + Technology components listed below)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ENGINE RELATED</strong></td>
</tr>
<tr>
<td>Governor/Speed Limiter</td>
</tr>
<tr>
<td>Fuel Injection Lines</td>
</tr>
<tr>
<td><strong>STEERING &amp; SUSPENSION</strong></td>
</tr>
<tr>
<td>Power Steering Logic Module</td>
</tr>
<tr>
<td>Steering Linkage</td>
</tr>
<tr>
<td>Suspension Control &amp; Control Valve</td>
</tr>
<tr>
<td>Suspension Cylinder</td>
</tr>
<tr>
<td><strong>ELECTRONICS</strong></td>
</tr>
<tr>
<td>Cat Grade Control</td>
</tr>
<tr>
<td>Product Link™</td>
</tr>
<tr>
<td>Traction Control System</td>
</tr>
<tr>
<td>Protection Devices &amp; Alarms</td>
</tr>
<tr>
<td>Speed Sensors</td>
</tr>
<tr>
<td><strong>BRAKING</strong></td>
</tr>
<tr>
<td>Cylinder Head Assembly</td>
</tr>
<tr>
<td>Control Valves</td>
</tr>
<tr>
<td>Accumulator</td>
</tr>
<tr>
<td>Parking Brake</td>
</tr>
<tr>
<td><strong>CAB</strong></td>
</tr>
<tr>
<td>Steering Column</td>
</tr>
<tr>
<td>Gauges/Indicators/Instruments</td>
</tr>
<tr>
<td>Circuit Board</td>
</tr>
<tr>
<td>Wiring Harness/Switches</td>
</tr>
<tr>
<td>Relay/Relay Panels</td>
</tr>
<tr>
<td>Fuse/Circuit Breaker Panel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POWERTRAIN + HYDRAULICS + TECHNOLOGY (includes all Powertrain and Powertrain + Hydraulics components listed below)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CAT CONNECT TECHNOLOGY COMPONENTS - COMPACT GRADE, PAYLOAD, LINK</strong></td>
</tr>
<tr>
<td>Components covered under standard warranty that are factory or dealer installed prior to delivery</td>
</tr>
<tr>
<td><strong>ENGINE RELATED</strong></td>
</tr>
<tr>
<td>GNSS Antennas</td>
</tr>
<tr>
<td>GNSS Receivers</td>
</tr>
<tr>
<td>Infrared Measurement Unit</td>
</tr>
<tr>
<td>Laser Catcher/Receiver</td>
</tr>
<tr>
<td>Satellite Receiver</td>
</tr>
<tr>
<td><strong>BRAKING</strong></td>
</tr>
<tr>
<td>Position Sensing Cylinders</td>
</tr>
<tr>
<td>Integrated Joystick Buttons/Controls</td>
</tr>
<tr>
<td>Software</td>
</tr>
<tr>
<td>Status Lights</td>
</tr>
<tr>
<td>Load Lights</td>
</tr>
<tr>
<td><strong>VMS (Vehicle Information Management System)</strong></td>
</tr>
<tr>
<td><strong>ASSET CONTROL SYSTEM</strong></td>
</tr>
<tr>
<td>Product Link System Cellular and Satellite Global Positioning System</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POWERTRAIN + HYDRAULICS (includes all Powertrain components listed below)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STEERING &amp; IMPLEMENT CONTROLS</strong></td>
</tr>
<tr>
<td>Hydraulic Valves</td>
</tr>
<tr>
<td>Hydraulic Accumulators</td>
</tr>
<tr>
<td>Hydraulic Lines</td>
</tr>
<tr>
<td>Hydraulic Hoses</td>
</tr>
<tr>
<td>Electronic Controls</td>
</tr>
<tr>
<td>Implement &amp; Steeriong</td>
</tr>
<tr>
<td><strong>J Horst</strong></td>
</tr>
<tr>
<td><strong>PIT CONTROL VALVE</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC TANK</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC OIL FILTER BASE</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC SWIVEL</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC OIL Temp Sensor</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC OIL Cooler</strong></td>
</tr>
<tr>
<td><strong>Transmission Oil Lines</strong></td>
</tr>
<tr>
<td><strong>Drive Train Oil Lines</strong></td>
</tr>
<tr>
<td><strong>Steering Gear &amp; Valve</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POWERTRAIN</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ENGINE</strong></td>
</tr>
<tr>
<td>Fan &amp; Fan Drive</td>
</tr>
<tr>
<td>Hydraulics Fan Motor</td>
</tr>
<tr>
<td>Jacket Water Pump, Drive Group</td>
</tr>
<tr>
<td>Thermostat/Inlet/Outlet</td>
</tr>
<tr>
<td>Timing/Accessory Gear</td>
</tr>
<tr>
<td>Timing Chain/Pulley</td>
</tr>
<tr>
<td>Engine Oil Cooler</td>
</tr>
<tr>
<td>Engine Oil Pump</td>
</tr>
<tr>
<td>Engine Oil Pan Group</td>
</tr>
<tr>
<td>Engine Oil Filter Housing Base</td>
</tr>
<tr>
<td>Cylinder Block</td>
</tr>
<tr>
<td>Cylinder Head Covering</td>
</tr>
<tr>
<td>Crankshaft Main &amp; Rod Bearings</td>
</tr>
<tr>
<td>Piston &amp; Connecting Rod</td>
</tr>
<tr>
<td><strong>ELECTRONICS</strong></td>
</tr>
<tr>
<td>Engine Controls</td>
</tr>
<tr>
<td>Electronic Engine Control Module (ECM)</td>
</tr>
<tr>
<td><strong>BRAKING</strong></td>
</tr>
<tr>
<td>Cylinder Head Assembly</td>
</tr>
<tr>
<td>Control Valves</td>
</tr>
<tr>
<td>Accumulator</td>
</tr>
<tr>
<td>Parking Brake</td>
</tr>
<tr>
<td><strong>CAB</strong></td>
</tr>
<tr>
<td>Steering Column</td>
</tr>
<tr>
<td>Gauges/Indicators/Instruments</td>
</tr>
<tr>
<td>Circuit Board</td>
</tr>
<tr>
<td>Wiring Harness/Switches</td>
</tr>
<tr>
<td>Relay/Relay Panels</td>
</tr>
<tr>
<td>Fuse/Circuit Breaker Panel</td>
</tr>
<tr>
<td><strong>HYDRAULIC VALVES</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC ACCUMULATORS</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC LINES</strong></td>
</tr>
<tr>
<td><strong>HYDRAULIC HOSES</strong></td>
</tr>
<tr>
<td><strong>ELECTRONIC CONTROLS</strong></td>
</tr>
<tr>
<td><strong>IMPLEMENT &amp; STEERIONG</strong></td>
</tr>
<tr>
<td><strong>FUEL PUMP</strong></td>
</tr>
<tr>
<td><strong>GOVERNOR</strong></td>
</tr>
<tr>
<td><strong>FUEL INJECTION PUMP</strong></td>
</tr>
<tr>
<td><strong>FUEL TRANSFER PUMP</strong></td>
</tr>
<tr>
<td><strong>SOLENOID/SNAPERS</strong></td>
</tr>
<tr>
<td><strong>ELECTRONIC CONTROL MODULE (ECM)</strong></td>
</tr>
<tr>
<td><strong>TRANSMISSION, TORQUE CONVERTER &amp; TRANSFER CASE</strong></td>
</tr>
<tr>
<td>Transmission Case</td>
</tr>
<tr>
<td>Transmission Gears</td>
</tr>
<tr>
<td>Transmission Shaft</td>
</tr>
<tr>
<td>Transmission Electronic Control</td>
</tr>
<tr>
<td>Transmissions Oil Pump</td>
</tr>
<tr>
<td>Transmissions Oil Filter Base</td>
</tr>
<tr>
<td>Torque Converter</td>
</tr>
<tr>
<td>Transfer Gear Group</td>
</tr>
<tr>
<td><strong>DRIVE TRAIN</strong></td>
</tr>
<tr>
<td>Differential Case</td>
</tr>
<tr>
<td>Differential Steering Components</td>
</tr>
<tr>
<td>Axle Housing Assembly</td>
</tr>
<tr>
<td>Axle Shaft</td>
</tr>
<tr>
<td>Drive Axle</td>
</tr>
<tr>
<td>Final Drive Case/Bear</td>
</tr>
<tr>
<td>Final Drive Gear</td>
</tr>
<tr>
<td>Universal Joint</td>
</tr>
</tbody>
</table>
2 KNOW YOUR RESPONSIBILITIES

To qualify for coverage under an EPP, you need to:

- Operate your equipment according to the Cat Operation & Maintenance Manual (O&M) (e.g., no improper fuel use)
- Ensure recommended preventive maintenance is performed at intervals specified in the O&M
- Provide proof of preventive maintenance compliance (receipts, copies of work orders, invoices) on request
- Promptly provide your equipment for repair in the event of a covered failure

You can count on us to perform necessary inspections to confirm eligibility, install parts approved by Caterpillar on covered repairs and validate your enrollment in the program.

3 PURCHASE AND REGISTER YOUR EPP

Work with your local Cat dealer to complete the process—and get the protection and peace of mind you deserve.

EXCLUSIONS

If a component isn’t listed, it may not be included in your plan. Other exclusions include:

- Failures caused by normal wear-out or improper or abusive use of the machine
- Lubricating oil, antifreeze, filters, consumables and other maintenance items replaced during the covered component repair, unless such items are rendered unusable by a covered component failure
- Freight charges for parts shipments
- Travel time and mileage involved in getting to a jobsite
- Hauling, retrieval, equipment rental or overtime labor costs
- Repair costs resulting from the failure of any non-covered components
- Downtime loss
- Any incidental or consequential damages or costs incurred as a result of a covered component failure
- Modifications unless approved by Caterpillar

* These are examples of covered and excluded components or items. The actual dealer contract will govern. See your Cat dealer for a complete list of covered components and more information.

Please contact your Cat dealer for more details.

This marketing tool does not represent a contract or obligation of any kind between Cat Financial Insurance Services, its parent or affiliates, and the end customer. For details on any dealer agreement, including a complete description of the terms, conditions, and/or exclusions, contact your local Cat dealer. All graphics and facts in this marketing tool are provided solely for general information purposes and are not intended to be a solicitation or an offer to sell any product or service. ©CFIS 2017 CAT DEALERS ONLY

For terms, conditions, and/or exclusions of Equipment Protection, see the appropriate Cat Financial Insurance Services Equipment Protection Plan Service Guide found at https://www.cat.com/eng/policies/guides/caterpillar-financial-insurance/services.html. These guides are the only set source for Equipment Protection programs.

* The content of the above publication(s), bullet(s), and/or any designated content(s) are ambiguous or inconsistent with the policy language, the policy language alone determines the coverage under this policy.

© 2017 Caterpillar All Rights Reserved.

CAT, CATERPILLAR, BUILT FOR IT, their respective logos, “Caterpillar Yellow,” the “Power Edge” trade dress, as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.
The Caterpillar 440 Backhoe Loader delivers improved machine performance, a superior hydraulic system, improved operator controls and ergonomics, and overall versatility. The 440 features the following:

- **Ergonomic Operator Station** – Adjustable Seat Mounted Controls improve ergonomics by increasing operator comfort and legroom. Operators have Loader and Backhoe Controls in the palm of their hands, whether they are facing the Loader, the Backhoe, or sitting off set. Variable Speed Steer reduces operator fatigue in applications, such as truck loading, by reducing the number of steering wheel rotations required to turn the machine. The new Spring Applied, Hydraulically Released (SAHR) Parking Brake is controlled by simply pressing a button.

- **Advanced Hydraulics** – The Cat Backhoe Loader's load sensing piston pump provides full hydraulic lifting and digging forces at any engine speed. Variable flow pump matches hydraulic power to work demands. The advanced hydraulic system allows the operator to adjust Loader and Backhoe Auxiliary Flow matching attachment specifications, program Loader Bucket Kickout and Return to Dig, and Enable Parallel Lift.

- **Machine Performance** – The Cat C4.4 ACERT™ engine delivers solid performance and meets U.S. EPA Tier 4 Final/EU Stage IV emission standards by utilizing Selective Catalytic Reduction technology with a Diesel Oxidation Catalyst. The new Backhoe design and optimized Loader Linkage increases lift capacity and breakout forces on both ends of the machine. A redesigned Loader System provides superior machine balance and stability regardless of the ground conditions.

- **Machine Versatility** – The all new Integrated Tool Carrier (IT Coupler) for Single Tilt Loader Arm configurations are available from the factory for simple field installation. The Cat Backhoe Loader with Integrated Tool Carrier (IT Coupler) will be the most versatile machine on the job site providing quick connection to a variety of Cat Attachments.

- **Cat Attachments** – A variety of Mechanical and Hydraulic Cat Backhoe Couplers are available from the factory or for field installation. Options include, but not limited to, Dual Lock Pin Grabber Couplers and Pin Lock Couplers. Redesigned General Purpose and Multi-Purpose Loader Buckets increase digging performance and improve bucket durability for long term value.

### Specifications

<table>
<thead>
<tr>
<th>Engine</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engine Model</strong></td>
<td>C4.4 ACERT™ 87 kW (116 hp) Electronic – Turbo Intercooled</td>
</tr>
<tr>
<td><strong>Ratings at 2,200 rpm</strong></td>
<td></td>
</tr>
<tr>
<td>Gross Power SAE J1995</td>
<td>88 kW 118 hp</td>
</tr>
<tr>
<td>Gross Power ISO 14398</td>
<td>87 kW 115 hp</td>
</tr>
<tr>
<td><strong>Net Power Rating at 2,200 rpm</strong></td>
<td></td>
</tr>
<tr>
<td>SAE J1349</td>
<td>78 kW 104 hp</td>
</tr>
<tr>
<td>ISO 9249</td>
<td>78 kW 104 hp</td>
</tr>
<tr>
<td><strong>Net Peak Power Rating</strong></td>
<td></td>
</tr>
<tr>
<td>SAE J1349 at 2,100 rpm</td>
<td>80.7 kW 108 hp</td>
</tr>
<tr>
<td>ISO 9249 at 1,800 rpm</td>
<td>80.7 kW 108 hp</td>
</tr>
<tr>
<td><strong>Bore</strong></td>
<td>105 mm 4.13 in</td>
</tr>
<tr>
<td><strong>Stroke</strong></td>
<td>127 mm 5 in</td>
</tr>
<tr>
<td><strong>Displacement</strong></td>
<td>4.4 L 268 in³</td>
</tr>
<tr>
<td><strong>Torque Rise (Net) at 1,400 rpm</strong></td>
<td>44%</td>
</tr>
<tr>
<td>SAE J1349</td>
<td>487 N·m 360 lb-ft</td>
</tr>
<tr>
<td><strong>Power Rating Conditions</strong></td>
<td></td>
</tr>
<tr>
<td>No De-Rating Required Up To</td>
<td>2286 m 7,500 ft</td>
</tr>
</tbody>
</table>

### Weights

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Operating Weight - Estimated*</td>
<td>9772 kg 21,544 lb</td>
</tr>
<tr>
<td>Operating Weight - Maximum (ROPS Capacity)</td>
<td>13,300 kg 29,321 lb</td>
</tr>
<tr>
<td>Counterweight</td>
<td>500 kg 1,102 lb</td>
</tr>
<tr>
<td>Cab, ROPS/FOPS</td>
<td>+243 kg +536 lb</td>
</tr>
<tr>
<td><strong>Loader Bucket</strong></td>
<td></td>
</tr>
<tr>
<td>1.53 m³ (2.0 yd³) GP (Pin-On)</td>
<td>+80 kg +176 lb</td>
</tr>
<tr>
<td>1.34 m³ (1.75 yd³) MP HD (Pin-On)</td>
<td>+214 kg +472 lb</td>
</tr>
<tr>
<td>1.34 m³ (1.75 yd³) MP ED (Pin-On)</td>
<td>+290 kg +639 lb</td>
</tr>
<tr>
<td>1.34 m³ (1.75 yd³) GP (Hook-On)</td>
<td>-150 kg -331 lb</td>
</tr>
<tr>
<td>1.53 m³ (2.0 yd³) GP (Hook-On)</td>
<td>-73 kg -162 lb</td>
</tr>
<tr>
<td>1.34 m³ (1.75 yd³) MP HD (Hook-On)</td>
<td>+85 kg +187 lb</td>
</tr>
<tr>
<td>1.34 m³ (1.75 yd³) MP ED (Hook-On)</td>
<td>+160 kg +353 lb</td>
</tr>
<tr>
<td><strong>Loader Quick Coupler</strong></td>
<td>+256 kg +551 lb</td>
</tr>
<tr>
<td>Backhoe Quick Coupler</td>
<td>+87 kg +192 lb</td>
</tr>
<tr>
<td>Extendible Stick</td>
<td>+301 kg +664 lb</td>
</tr>
</tbody>
</table>

*Machine equipped with 340/88-18 front and 500/70-24 rear, AWD, DROPS, 1.34 m³ (1.75 yd³) general purpose bucket with bolt-on cutting edge, standard stick, 610 mm (24") severe-duty backhoe bucket. GP = General Purpose, MP = Multi Purpose, HD = Heavy Duty, ED = Extreme Duty.
440 Backhoe Loader

Transmission

<table>
<thead>
<tr>
<th>Speed</th>
<th>5.9 km/h</th>
<th>3.7 mph</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forward</td>
<td>5.9 km/h</td>
<td>3.7 mph</td>
</tr>
<tr>
<td>1st</td>
<td>9.5 km/h</td>
<td>5.9 mph</td>
</tr>
<tr>
<td>2nd</td>
<td>12.4 km/h</td>
<td>7.7 mph</td>
</tr>
<tr>
<td>3rd</td>
<td>19.6 km/h</td>
<td>12.2 mph</td>
</tr>
<tr>
<td>4th</td>
<td>26.0 km/h</td>
<td>16.7 mph</td>
</tr>
<tr>
<td>5th</td>
<td>33.2 km/h</td>
<td>21.2 mph</td>
</tr>
<tr>
<td>Reverse</td>
<td>5.9 km/h</td>
<td>3.7 mph</td>
</tr>
<tr>
<td>1st</td>
<td>12.4 km/h</td>
<td>7.7 mph</td>
</tr>
<tr>
<td>2nd</td>
<td>28.8 km/h</td>
<td>18.7 mph</td>
</tr>
</tbody>
</table>

* Travel speeds of backhoe loader in two wheel drive at full throttle, when equipped with 500/70-24 rear tires.

Axle Ratings

<table>
<thead>
<tr>
<th>Axle Type</th>
<th>Static</th>
<th>Dynamic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Axle, AWD</td>
<td>22,936 kg</td>
<td>9,734 kg</td>
</tr>
<tr>
<td>Static</td>
<td>50,565 lb</td>
<td>20,225 lb</td>
</tr>
<tr>
<td>Dynamic</td>
<td>50,565 lb</td>
<td>20,225 lb</td>
</tr>
</tbody>
</table>

Hydraulic System

<table>
<thead>
<tr>
<th>System</th>
<th>Closed Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type</td>
<td>Variable Flow, Axial Piston</td>
</tr>
<tr>
<td>Pump Type</td>
<td>220 L/min</td>
</tr>
<tr>
<td>System Pressure</td>
<td>2620 kPa</td>
</tr>
<tr>
<td>Backhoe</td>
<td>2620 kPa</td>
</tr>
<tr>
<td>Loader</td>
<td>2620 kPa</td>
</tr>
</tbody>
</table>

Steering

<table>
<thead>
<tr>
<th>Part</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Wheel</td>
<td>Hydrostatic HMU</td>
</tr>
<tr>
<td>Bore</td>
<td>85 mm</td>
</tr>
<tr>
<td>Stroke</td>
<td>236 mm</td>
</tr>
<tr>
<td>Rod Diameter</td>
<td>42 mm</td>
</tr>
<tr>
<td>Axle Oscillation</td>
<td>11°</td>
</tr>
<tr>
<td>Turning Circle – AWD</td>
<td>8.33 m</td>
</tr>
<tr>
<td>Outside Front Wheels</td>
<td>11.5 m</td>
</tr>
</tbody>
</table>

Service Refill Capacities

<table>
<thead>
<tr>
<th>Component</th>
<th>Capacity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooling System with Cab Heater</td>
<td>22.5 L</td>
</tr>
<tr>
<td>Fuel Tank</td>
<td>160.0 L</td>
</tr>
<tr>
<td>Engine Oil with Filter</td>
<td>8.8 L</td>
</tr>
<tr>
<td>Diesel Exhaust Fluid (DEF)</td>
<td>19.0 L</td>
</tr>
<tr>
<td>Transmission (Autowshift)</td>
<td>16.0 L</td>
</tr>
<tr>
<td>Rear Axle (Center Housing)</td>
<td>16.5 L</td>
</tr>
<tr>
<td>Planetaries</td>
<td>0.7 L</td>
</tr>
<tr>
<td>Hydraulic System (Minimum)</td>
<td>12.0 L</td>
</tr>
<tr>
<td>Hydraulic Tank (Nominal)</td>
<td>54.0 L</td>
</tr>
</tbody>
</table>

Single Tilt Loader
### Machine Dimensions

<table>
<thead>
<tr>
<th>Bucket</th>
<th>Single Tilt Loader</th>
<th>Single Tilt Loader</th>
<th>Single Tilt Loader</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Bucket</strong></td>
<td><strong>GP (Pin-On)</strong></td>
<td><strong>GP (Pin-On)</strong></td>
<td><strong>MP HD (Pin-On)</strong></td>
</tr>
<tr>
<td><strong>1. Overall Length (loader on ground)</strong></td>
<td>7467 mm</td>
<td>7457 mm</td>
<td>7408 mm</td>
</tr>
<tr>
<td><strong>Overall Length (loader on ground) - Extendable Stick</strong></td>
<td>7467 mm</td>
<td>7457 mm</td>
<td>7408 mm</td>
</tr>
<tr>
<td><strong>2. Overall Transport Length - Standard Stick</strong></td>
<td>7822 mm</td>
<td>7812 mm</td>
<td>7764 mm</td>
</tr>
<tr>
<td><strong>Overall Transport Length - Extendable Stick</strong></td>
<td>7822 mm</td>
<td>7812 mm</td>
<td>7764 mm</td>
</tr>
<tr>
<td><strong>3. Overall Transport Height - Standard Stick</strong></td>
<td>4661 mm</td>
<td>4651 mm</td>
<td>4601 mm</td>
</tr>
<tr>
<td><strong>Overall Transport Height - Extendable Stick</strong></td>
<td>4661 mm</td>
<td>4651 mm</td>
<td>4601 mm</td>
</tr>
<tr>
<td><strong>4. Height to Top of Cab/Canopy</strong></td>
<td>2769 mm</td>
<td>2759 mm</td>
<td>2709 mm</td>
</tr>
<tr>
<td><strong>Height to Top of Exhaust Stack</strong></td>
<td>2745 mm</td>
<td>2735 mm</td>
<td>2685 mm</td>
</tr>
<tr>
<td><strong>Height to Loader Hinge Pin (transport)</strong></td>
<td>311 mm</td>
<td>311 mm</td>
<td>311 mm</td>
</tr>
<tr>
<td><strong>Ground Clearance (LH step)</strong></td>
<td>316 mm</td>
<td>316 mm</td>
<td>316 mm</td>
</tr>
<tr>
<td><strong>Ground Clearance (AWD guard)</strong></td>
<td>312 mm</td>
<td>312 mm</td>
<td>312 mm</td>
</tr>
<tr>
<td><strong>Ground Clearance (counterweight)</strong></td>
<td>378 mm</td>
<td>378 mm</td>
<td>378 mm</td>
</tr>
<tr>
<td><strong>5. Rear Axle Centerline to Front Grill</strong></td>
<td>2819 mm</td>
<td>2819 mm</td>
<td>2819 mm</td>
</tr>
<tr>
<td><strong>Front Wheel Tread Gauge (track width)</strong></td>
<td>2016 mm</td>
<td>2016 mm</td>
<td>2016 mm</td>
</tr>
<tr>
<td><strong>Rear Wheel Tread Gauge (track width)</strong></td>
<td>1814 mm</td>
<td>1814 mm</td>
<td>1814 mm</td>
</tr>
<tr>
<td><strong>6. Wheelbase AWD</strong></td>
<td>2215 mm</td>
<td>2215 mm</td>
<td>2215 mm</td>
</tr>
</tbody>
</table>

### Loader Bucket Dimensions and Performance

<table>
<thead>
<tr>
<th>Bucket</th>
<th>Single Tilt Loader</th>
<th>Single Tilt Loader</th>
<th>Single Tilt Loader</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capacity (SAE rated)</strong></td>
<td>1.34 m³</td>
<td>1.34 m³</td>
<td>1.34 m³</td>
</tr>
<tr>
<td><strong>Width</strong></td>
<td>2450 mm</td>
<td>2450 mm</td>
<td>2450 mm</td>
</tr>
<tr>
<td><strong>Lift Capacity at Maximum Height</strong></td>
<td>3883 kg</td>
<td>3883 kg</td>
<td>3883 kg</td>
</tr>
<tr>
<td><strong>Lift Breakout Force</strong></td>
<td>52 587 N</td>
<td>52 587 N</td>
<td>52 587 N</td>
</tr>
<tr>
<td><strong>Tilt Breakout Force</strong></td>
<td>60 321 N</td>
<td>60 321 N</td>
<td>60 321 N</td>
</tr>
<tr>
<td><strong>Tipping Load at Breakout Point</strong></td>
<td>6424 kg</td>
<td>6424 kg</td>
<td>6424 kg</td>
</tr>
<tr>
<td><strong>Maximum Hinge Pin Height</strong></td>
<td>3822 mm</td>
<td>3822 mm</td>
<td>3822 mm</td>
</tr>
<tr>
<td><strong>Dump Angle at Full Height</strong></td>
<td>44°</td>
<td>44°</td>
<td>44°</td>
</tr>
<tr>
<td><strong>Dump Height at Maximum Angle</strong></td>
<td>2711 mm</td>
<td>2711 mm</td>
<td>2711 mm</td>
</tr>
<tr>
<td><strong>Dump Reach at Maximum Angle</strong></td>
<td>922 mm</td>
<td>922 mm</td>
<td>922 mm</td>
</tr>
<tr>
<td><strong>Maximum Bucket Rollback at Ground Level</strong></td>
<td>42°</td>
<td>42°</td>
<td>42°</td>
</tr>
<tr>
<td><strong>11. Digging Depth</strong></td>
<td>159 mm</td>
<td>159 mm</td>
<td>159 mm</td>
</tr>
<tr>
<td><strong>Max Grade Angle</strong></td>
<td>107°</td>
<td>107°</td>
<td>107°</td>
</tr>
<tr>
<td><strong>Width of Dozer Cutting Edge</strong></td>
<td>N/A</td>
<td>N/A</td>
<td>2438 mm</td>
</tr>
<tr>
<td><strong>Grill to Bucket Cutting Edge, Carry Position</strong></td>
<td>1785 mm</td>
<td>1785 mm</td>
<td>1785 mm</td>
</tr>
<tr>
<td><strong>Maximum Operating Height</strong></td>
<td>4732 mm</td>
<td>4732 mm</td>
<td>4732 mm</td>
</tr>
<tr>
<td><strong>Jaw Opening Maximum</strong></td>
<td>1019 mm</td>
<td>1019 mm</td>
<td>1019 mm</td>
</tr>
<tr>
<td><strong>Weight (does not include teeth or forks)</strong></td>
<td>1010 kg</td>
<td>1010 kg</td>
<td>1010 kg</td>
</tr>
</tbody>
</table>

### Backhoe Dimensions and Performance

<table>
<thead>
<tr>
<th>Bucket</th>
<th>Standard Stick</th>
<th>E-Stick Retracted</th>
<th>E-Stick Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>14. Digging Depth, SAE (maximum)</strong></td>
<td>4718 mm</td>
<td>4717 mm</td>
<td>5859 mm</td>
</tr>
<tr>
<td><strong>15. Digging Depth, 2440 mm (8'6&quot;) Flat Bottom</strong></td>
<td>4374 mm</td>
<td>4372 mm</td>
<td>5585 mm</td>
</tr>
<tr>
<td><strong>Reach from Front Axle Centerline at Ground Line</strong></td>
<td>7462 mm</td>
<td>7460 mm</td>
<td>8555 mm</td>
</tr>
<tr>
<td><strong>Swing Arc</strong></td>
<td>175°</td>
<td>175°</td>
<td>175°</td>
</tr>
<tr>
<td><strong>18. Stabilizer Spread, Operating Position (outside edge of pad)</strong></td>
<td>4224 mm</td>
<td>4224 mm</td>
<td>4224 mm</td>
</tr>
<tr>
<td><strong>Stabilizer Spread, Transport Position</strong></td>
<td>2245 mm</td>
<td>2245 mm</td>
<td>2245 mm</td>
</tr>
<tr>
<td><strong>Bucket Dig Force</strong></td>
<td>75 129 N</td>
<td>74 628 N</td>
<td>74 628 N</td>
</tr>
<tr>
<td><strong>Stick Dig Force</strong></td>
<td>45 370 N</td>
<td>46 093 N</td>
<td>46 093 N</td>
</tr>
</tbody>
</table>

3
STANDARD EQUIPMENT

- 4572 mm (15 ft) center pivot excavator style backhoe
- Adjustable auxiliary flow controls, loader and backhoe
- Air cleaner
- Alarm, back-up
- Alternator, 150 amp
- Audible system fault alarm
- Automatic Engine Speed Control (AESC)
- Automatic transmission with six (6) forward and three (3) reverse gears and neutral safety switch
- Backhoe Safety Manual
- Battery Box, external, lockable
- Battery disconnect switch
- Battery, maintenance-free, 1,000 CCA
- Boom transport lock
- Brake, lift cylinder
- Brake, SAHR secondary parking
- Brakes, hydraulically boosted, oil disc, dual pedals, interlocking
- Canopy, ROPS/FOPS
- Cat cushion swing system
- CD-ROM Parts Manual
- Coat restraint
- Coolant/antifreeze, extended life
- Counterweight, bumper, 980 kg (1,102 lb)
- Diagnostic port for engine, machine and gauge cluster Electronic Control Modules
- Differential lock, loader joystick
- Dome light (cab only)
- Engine enclosure, sound suppression removal panels
- Engine, Cat C4.4 ACERT (Direct Injection Turbocharged), meets Tier 4 Final/Stage IV emission standards, selective catalytic reduction, diesel oxidation catalyst (DOC)
- Face seals, O-ring
- Fan, suction and guard
- Fast reversing shuttle, all gears
- Fenders, rear
- Filters, bowl and cartridge; fuel, hydraulic fluid
- Filters, spin-on: engine oil, transmission oil, water separator
- Flashing hazards/signal lights
- Floor mat
- Four Wheel Drive/Brake Mode Selector
- Fuel tank, fully enclosed
- Fully hinged front grill for cooling package cleaning access
- Ground lever fuel fill and DEF fill
- High ambient cooling package
- Hood lock, inside cab
- Hydraulic hose, XT™
- Hydraulic oil cooler
- Hydraulic oil level sight gauge
- Hydraulic valves, backhoe six (6) function
- Hydraulic valves, loader three (3) function
- Hydraulics, load sensing with variable displacement piston pump and flow sharing valve
- Indicator lights: hydraulic implement lockout, hydraulic filter bypass, water in fuel, operator presence, remote dial throttle active, air filter blocked, engine warning, machine locked (if equipped), warning lamp, emissions module malfunction, low battery/charging system warning, high hydraulic oil temperature; LCD warnings: engine oil pressure, service due, high coolant temperature, auto idle shutdown, high torque converter temperature
- Instrument panel lights
- Joystick controls: electrohydraulic controls with pattern changer valve
- Key start/stop system
- LCD operator screen
- Loader joystick, self-leveling, return-to-dig, transmission disconnect switch, Forward/Neutral/Reverse Switch, MP Auxiliary roller
- Loader, single tilt
- Machine Security System integrated into LCD operator display
- Mirror, rearview
- One-touch low idle
- Open circuit breather
- Operations and Maintenance Manual
- Pattern changer, in cab
- Power receptacle, 12 volt, one (1) internal + one (1) USB, two (2) external
- Product Link™
- Radio ready (Cab)
- Rubber impact strips on radiator guards
- Seat belt, retractable, 51 mm (2 in)
- Seat mounted controls
- Seat, air suspension with armrest
- Stabilizer pads, reversible
- Stabilizers, electrohydraulic, auto-up function
- Starting system, glow plugs
- Steering knob
- Steering, hydrostatic
- Stop and tail lights
- Storage compartment (Cab/Canopy), lockable
- Storage tray, electronics and miscellaneous items
- Swing transport lock
- Throttle, hand and foot, electronic
- Tilt steering wheel (Canopy), Tilting/Telescoping (Cab)
- Tire Valve Stem Protection
- Tires
- Torque converter
- Transmission neutralizer switch
- Transport tie-downs
- Vandalism locks, four (4)
- Vandalism protection, gauge cover (Canopy)
- Warning horn, electric

OPTIONAL EQUIPMENT

- Battery, additional, 1,000 CCA
- Cab, deluxe with air conditioning
- Cold weather fuel (−30°F/−22°C) F
- Cold weather package, including additional battery, engine block heater, radiator antifreeze, cold weather fuel (−30°F/−22°C) F and mounting for an other bottle
- Fenders, front with integral steps
- Guard, boom protection plate
- Guard, stabilizer, rock
- Guard, stabilizer, stab lag bottom
- Hydraulic lines, combined function auxiliary
- Hydraulic valves, loader quick coupler
- Lights, LED work lights, wide and spot
- Loader, Quick Coupler
- Quick Coupler, backhoe, hydraulic, dual lock
- Quick Coupler, backhoe, manual, dual lock
- Quick Coupler, backhoe, pin lock
- Radio and CD player, Bluetooth
- Ride Control
- Rotating beacon, magnetic mount
- Seat belt, 75 mm (3 in)
- Seat, heated
- Stick, extendible
- Transmission, AutoShift with lock-up torque converter
- Work Tool Attachments such as buckets, forks, material handling arms, augers, hammers, brooms, cold planers and vibratory plate compactors. See your Cat dealer for more information.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellucci
DEPT: Public Service/Fleet
SUBJECT: 2022 BOBCAT COMPACT EXCAVATOR E42 WITH HUDSON 7 TON TRAILER
REQUEST: Approval to purchase one (1) Bobcat Compact Excavator E42 with
Hudson 7 Ton Trailer from Clark Equipment Co., 250 E. Beaton Dr., West
Fargo, ND 58078. Sourcewell Contract #040319-CEC

COMMITTEE OF COUNCIL: Ways & Means
DATE: February 8, 2022

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

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

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

If yes, provide the following
Dept/Div. 062022  Account #. 58015
Balance in Account  $74,673.96
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: Amy Whiten
FISCAL IMPACT: Lori Loven Puckett

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.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>BOBCAT COMPACT EXCAVATOR E42</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>WITH HUDSON 7 TON TRAILER</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SC STATE CONTRACT PRICE:</td>
<td></td>
<td>$ 68,508.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AS PBR QUOTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SOURCEWELL # 040319-CEC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.S. STREETS AND SIDEWALKS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| STATE TAX | $ 6,147.73 |
| TOTAL      | $74,655.95  |

Requestor/B. Dellucci  
Title/Fleet manager

Authorized Approval
<table>
<thead>
<tr>
<th>Description</th>
<th>Part No</th>
<th>Qty</th>
<th>Price Ea.</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>E42 R2-Series Bobcat Compact Excavator</td>
<td>M3315</td>
<td>1</td>
<td>$42,352.10</td>
<td>$42,352.10</td>
</tr>
<tr>
<td>Auto* &amp; Idle</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auto* &amp; Shift, 2* &amp; Speed Travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Auxiliary Hydraulics with Selectable Flow</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- W/ Arm Mounted Flush Face Quick Couplers</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Canopy</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Includes: Cup Holder, Retractable Seat Belt, Vinyl Suspension Seat</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Roll Over Protective Structure (ROPS) - Meets Requirements of ISO 12117 &amp; 2: 2008</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Tip Over Protective Structure (TOPS) - Meets Requirements of ISO 12117: 2000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Falling Object Protective Structure (FOPS) - Meets Requirements of ISO 10262</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P22 Performance Package</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Arm</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clamp with Diverter Valve</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C42 Comfort Package</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enclosed Cab with HVAC</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cloth Suspension Seat</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>24&quot; MX4 XCHG TEETH</td>
<td>7311860</td>
<td>1</td>
<td>$1,229.68</td>
<td>$1,229.68</td>
</tr>
<tr>
<td>36&quot; MX4 XCHG GRADING</td>
<td>7333657</td>
<td>1</td>
<td>$1,196.24</td>
<td>$1,196.24</td>
</tr>
<tr>
<td>Description</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hudson HSL 16 - 7 ton (includes tax)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total of Items Quoted</td>
<td>$62,766.22</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dealer P.D.I.</td>
<td>$200.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Freight Charges</td>
<td>$1,451.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dealer Assembly Charges</td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Charges: Material and Logistics</td>
<td>$4,091.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tax</td>
<td>$6,147.73</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quote Total - US dollars</td>
<td>$74,655.95</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Notes:

*Prices per the Sourcewell Contract #040319-CEC.
*Terms Net 60 Days. Credit cards accepted.
*FOB Destination

*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.
*TID# 38-0425350

*Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, West Fargo, ND 58078.

*Quote valid for 30 days

ORDER ACCEPTED BY:

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PRINT NAME AND TITLE</th>
<th>PURCHASE ORDER NUMBER</th>
</tr>
</thead>
</table>

DELIVERY ADDRESS:

BILLING ADDRESS (If different than Ship To):

<table>
<thead>
<tr>
<th>TAX EXEMPT?</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

Exempt in the State of ________________________________

FEDERAL - ________________________________

STATE - ________________________________

Tax Exempt ID: ________________________________

Expiration Date: ________________________________
Bobcat E42 Compact Excavator

The E42 compact (mini) excavator offers enhanced hydraulic performance, improved efficiency and more precise control so you can push the limits and take on more complex work. The E42 is an R2-Series excavator and features a redesigned Bobcat® engine that improves performance, simplifies maintenance and maximizes uptime. Configure it with the optional long arm or extendable arm to increase your dig depth and reduce the frequency of repositioning the machine. Standard features include low-effort joysticks that respond easily to operator input, an improved cooling system to control engine compartment temperature and a larger slew bearing with improved durability. An optimized hydraulic control valve gives operators improved metering, finite movement and controllability for level grading. Plus, the conventional tail swing is well-balanced for better lift capacity and increased operator confidence. Additional options include a state-of-the-art touch display, angle blade and a rear camera for maximum visibility and productivity.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellyci
SUBJECT: 2022 FORD ESCAPE HYBRID VEHICLES
REQUEST: Approval to purchase four (4) each 2022 Ford Escape Gas/Electric Hybrid 5-Passenger vehicles from Vic Balley Ford, 501 East Daniel Morgan Ave., Spartanburg, SC 29304, SC Contract #4400027171

COMMITTEE OF COUNCIL: Ways & Means
DATE: February 8, 2022

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

<table>
<thead>
<tr>
<th>Corporate Counsel</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cap Proj Cmte Chair</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Service/Fleet</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Procurement Director</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

FUNDING: Was funding previously approved? Yes [ ] No [ ] N/A [ ]
If yes, provide the following: Dept/Div 062022 Account # 58010
Balance in Account $0 Amount needed for this item $101,816.00

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

NEED: Identify any critical time constraint(s)

CFO's Signature: [Signature]
FISCAL IMPACT: [Signature]

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.
<table>
<thead>
<tr>
<th>Account Codes:</th>
<th>062022-5810</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract #:</td>
<td>440002717</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>Unit Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>2022 SC 2H Ford Escape</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Gas/Electric Hybrid, 5-Passengers</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 SC STATE CONTRACT PRICE:</td>
<td>$24,859.00</td>
<td>$99,436.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 FMVSS Safety Kit</td>
<td>$95.00</td>
<td>$380.00</td>
</tr>
</tbody>
</table>

State Contract#: 440002717

FOR

1-L.T.

1-BUSINESS SERVICES

1-HCD

1-Planning

STATE TAX: $500.00

TOTAL: $25,454.00

$101,816.00

Requestor/B. Delliucci
Title/Fleet manager

Authorized Approval
<table>
<thead>
<tr>
<th>Standard Equipment Included:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2.5L Gas/ Hybrid Engine</td>
<td>Power Steering</td>
</tr>
<tr>
<td>Automatic Transmission</td>
<td>Power Brakes</td>
</tr>
<tr>
<td>A/C</td>
<td>Cruise Control</td>
</tr>
<tr>
<td>AM/ FM Radio</td>
<td>Power Door Locks</td>
</tr>
<tr>
<td>Floor Mats (Front &amp; Rear)</td>
<td></td>
</tr>
</tbody>
</table>

**SC STATE CONTRACT PRICE:** $24,859.00

FMVSS Safety Kit (Fire Ext., Triangle and First Aid Kit) $95.00
IMF (Sales Tax) $500.00

**TOTAL SC STATE CONTRACT PRICE:** $25,454.00
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Délucci
DEPT. Public Service/Fleet

SUBJECT: HEIL 5000 25YD. REAR LOADER ON 2022 DENNIS EAGLE CAB AND CHASSIS
REQUEST: Approval to purchase two (2) Hell 500 25yd. Rear Loader on 2022 Dennis Eagle Cab and Chassis from CES, 2701 White Horse Rd., Greenville, SC 29611. Sourcewell Contract #091219-THC

COMMITTEE OF COUNCIL: Ways & Means
DATE: February 8, 2022

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

Corporate Counsel: Yes N/A
Cap. Proj. Cmtte Chair: N/A N/A
Public Service/Fleet: X
Procurement Director: X

FUNDING: Was funding previously approved? Yes [ ] No [ ]
If Yes, provide the following:
Dept/No: 062022
Account #: 58010
Balance in Account: $1,200,000.00
Amount needed for this item: $624,900.00

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

NEED: Identify any critical time constraint(s).

CFO’s Signature: 
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 10:00 AM THE DAY OF THE CLERK’S AGENDA MEETING.
<table>
<thead>
<tr>
<th>Account Codes:</th>
<th>062022-5810</th>
<th>Contract #:</th>
<th>091219 THC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #</td>
<td>Quantity</td>
<td>Unit Price</td>
<td>Ext. Price</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HEIL 5000 25 YD REAR LOADER ON</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2022 DENNIS EAGLE CAB AND CHASSIS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>SOURCEWELL CONTRACT PRICE:</td>
<td>$311,950.00</td>
<td>$623,900.00</td>
</tr>
<tr>
<td></td>
<td>AS PER QUOTE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>SOURCEWELL # 091219 THC</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FOR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>P.S. GARABGE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STATE TAX</td>
<td>$500.00</td>
<td>$1,000.00</td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$312,450.00</td>
<td>$624,900.00</td>
<td></td>
</tr>
</tbody>
</table>

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
November 22, 2021

Mr. Ben Dellucci
Mr. Matt Alltop
City of Charleston
2150 Milford Street
Charleston, South Carolina 29405

Reference: Heil 5000-25 Yd Rear Loader / 2022 Dennis Eagle Cab and Chassis
Sourcewell / Heil Contract # 091219-THC
City of Charleston member # 83922

Gentlemen:

We are pleased to quote to you the following Heil Dura Pack 5000-25 Yd High Compaction Rear Loader per the standard factory specifications and attached brochure. The Heil body will have the following options:

- Factory Mounting
- Clutch Shift PTO
- Direct Mount Vane Pump
- Hopper Worklight Kit
- Body Side Assist Lights
- Grote Lights
- Strobe Light LH Tailgate
- Dual Front Oval Strobes
- Dual Buzzer Kit @ Tailgate
- Integrated Cart Hydraulics
- 3rd Eye Camera @ Tailgate + Monitor
- 3rd Eye Camera – RH Cab
- HD Contractor Tailgate Kit
- Extended Tailgate Seal
- 20 # Fire Kit
- Mud Flaps – Front
- Mud Flaps – Rear
- Broom and Shovel Rack – Curbside
- 5 Gallon Igloo Cooler and Bracket
- Five (5) Year Cylinder Warranty – see attached
- Bash Bar @ Tailgate
- E-Stop Buttons on each side of Tailgate
- Barker 15N-45 Rotary Cart Lifts – Installed
- Body – Dupont White / Dennis Eagle – White
- Freight to Charleston, SC

One (1) Heil 5000-25 Yd c/w 2022 Dennis Eagle Cab and Chassis: $311,950.00

Terms: Full Net Invoice + Delivery

Delivery: The Dennis Eagle truck will take 150 days to arrive at The Heil factory. It will then take approximately 90 days to get the Body mounted and shipped to the city. Please know that supply chain issues going on in the country could possibly affect delivery.

We thank you for this opportunity and look forward to hearing from you should there be any questions.

Sincerely

Chip Taylor

Carolina Environmental Systems, Inc.

Mobile: (803) 238-3590
email: chiptaylor@serr.com

Note: Dennis Eagle Trucks specs enclosed for your review.
HEIL
WE NEVER STOP WORKING FOR YOU
DuraPack® 5000
High-Compaction Rear Loader

The unrivaled workhorse of the waste industry.

Environmental Solutions Group
www.Heil.com
### ProView Specification

**Date:** 07/01/2021  
**City of Charleston**

---

#### Cab
- **Type:** ProView
- **Wheelbase (Front):** 9'10.75

#### Platform
- **Front Axle:** Single Steer
- **Rear Axle:** 4 Axle Duals

#### Engine
- **Engine:** Cummins L10 350hp
- **Fuel Tank Size:** 30 US Gallons

#### Transmission
- **Transmission:** Allison 2000RDS

#### Specifications

<table>
<thead>
<tr>
<th>Component</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cab</td>
<td>Features</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Platform</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engine</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Notes:**

---

**Contact Information:**

- **Name:** Gene Sanders
- **Email:** gene.sanders@mydieselandengines.com

---

**Additional Notes:**

---

**Technical Specifications:**

---

**Manufacturer:**

---

**General Information:**

---

**Footer:**

---

**Other Details:**

---
<table>
<thead>
<tr>
<th>Engine</th>
<th>180hp Eaton 8-111 24-valve turbocharged 8-cylinder, 3.5L DOHC</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Service life: 1800 to 2400 hours, 180,000 miles</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Maximum torque: 6000 rpm, 1400 rpm</td>
<td>180s</td>
<td></td>
</tr>
<tr>
<td>HP @ 2400 rpm, 7500 rpm, 12000 rpm, 8000 rpm</td>
<td>180s</td>
<td></td>
</tr>
<tr>
<td>Suction pipe: 5 inch, 6600 rpm, 3.5 ten, 360 degree, 10.14 square inch, 12000 rpm</td>
<td>180s</td>
<td></td>
</tr>
<tr>
<td>Take off: 1.44 HP at 3600 rpm, 14.4 rpm at 2400 rpm, 144 rpm at 6000 rpm</td>
<td>180s</td>
<td></td>
</tr>
<tr>
<td>Transmission: 6-speed manual with 2-speed overdrive</td>
<td>180s</td>
<td></td>
</tr>
<tr>
<td>Gear ratio: 1st = 2.32, 2nd = 1.50, 3rd = 1.12, 4th = 0.75, 5th = 0.50, 6th = 0.33</td>
<td>180s</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transmission</th>
<th>Allison 3000RDS</th>
<th>180s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transmission shift pattern:</td>
<td>1, 2, 3, 4, 5, 6, 7</td>
<td>180s</td>
</tr>
<tr>
<td>Transmission shift pattern:</td>
<td>1, 2, 3, 4, 5, 6, 7</td>
<td>180s</td>
</tr>
<tr>
<td>Transmission shift pattern:</td>
<td>1, 2, 3, 4, 5, 6, 7</td>
<td>180s</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Suspension-Steer</th>
<th>Three lay monolayer springs</th>
<th>180s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Suspension-Body</td>
<td>Polyurethane bushings</td>
<td>180s</td>
</tr>
<tr>
<td>Suspension-Body</td>
<td>Polyurethane bushings</td>
<td>180s</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wheels &amp; Tires</th>
<th>11.5x6.5 steel wheels</th>
<th>180s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tires - Front</td>
<td>Firestone LT245/70R17</td>
<td>180s</td>
</tr>
<tr>
<td>Tires - Rear</td>
<td>Firestone LT245/70R17</td>
<td>180s</td>
</tr>
<tr>
<td>Tires - Rear</td>
<td>Goodyear 245/70R17</td>
<td>180s</td>
</tr>
<tr>
<td>Tires - Rear</td>
<td>Good year 245/70R17</td>
<td>180s</td>
</tr>
<tr>
<td>Tires - Rear</td>
<td>Good year 245/70R17</td>
<td>180s</td>
</tr>
<tr>
<td>Tires - Rear</td>
<td>Good year 245/70R17</td>
<td>180s</td>
</tr>
<tr>
<td>Tires - Rear</td>
<td>Good year 245/70R17</td>
<td>180s</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Brakes</th>
<th>12 inch disc brakes with 1200 lbs each</th>
<th>180s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brakes</td>
<td>12 inch disc brakes with 1200 lbs each</td>
<td>180s</td>
</tr>
<tr>
<td>Brakes</td>
<td>12 inch disc brakes with 1200 lbs each</td>
<td>180s</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Options</th>
<th>Pre-wired remote starter</th>
<th>180s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Options</td>
<td>Battery with starter</td>
<td>180s</td>
</tr>
<tr>
<td>Options</td>
<td>Cab slide</td>
<td>180s</td>
</tr>
<tr>
<td>Options</td>
<td>Fig. 464 X-Beam</td>
<td>180s</td>
</tr>
<tr>
<td>Options</td>
<td>Fig. 465 X-Beam</td>
<td>180s</td>
</tr>
<tr>
<td>Options</td>
<td>Fig. 466 X-Beam</td>
<td>180s</td>
</tr>
<tr>
<td>Options</td>
<td>All-Wheel Drive</td>
<td>180s</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tag Axle</th>
<th>Not available in this configuration</th>
<th>180s</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tag Axle</td>
<td>Not available in this configuration</td>
<td>180s</td>
</tr>
<tr>
<td>Tag Axle</td>
<td>Not available in this configuration</td>
<td>180s</td>
</tr>
</tbody>
</table>
COMMlTTEE / COUCNCL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O'Brien/Ben Dellucci
DEPT: Public Service/Fleet
SUBJECT: JOHN DEERE 324L LOADER
REQUEST: Approval to purchase a John Deere 324L Loader from Flint Equipment Co.,
136 Acres Dr., Ladson, SC 29456
Sourcewell Contract #E014-22U-ULNV0016

COMMITTEE OF COUNCIL
Ways & Means
DATE: February 8, 2022

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

Corporate Counsel
Cap Proj Cmte Chair
Public Service/Fleet
Procurement Director

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

If yes provide the following
Dept/Div: 062022
Account #: 58015

Balance in Account: $104,448.00
Amount needed for this item: $104,448.00

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

NEED: (Identify any critical time constraints)

CFO's Signature: [Signature]
FISCAL IMPACT: [Signature]

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
Vendor: FLINT EQUIPMENT COMPANY
V#: 014096
Address: 136 ACRES DR.
LADSON SC 29456

<table>
<thead>
<tr>
<th>Account Codes:</th>
<th>062022-5815</th>
<th>Contract #:</th>
<th>E014-22U ULNV0016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item #</td>
<td>Quantity</td>
<td>Unit</td>
<td>Description</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>JOHN DEERE 324L LOADER</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>SC STATE CONTRACT PRICE:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>STATE TAX</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>AS PER QUOTE</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Sourcewell: E014-22U ULNV0016</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FOR</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>P.S. TRASH</td>
</tr>
</tbody>
</table>

TOTAL $104,448.00

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
Quote Id: 25857259

Prepared For:
CITY OF CHARLESTON

FLINT

Prepared By: TRES PENNY
Flint Equipment Company
136 Acres Drive
Ladson, SC 29456
Tel: 843-572-0400
Fax: 843-572-7746
Email: tpenny@flintequipco.com

Date: 04 January 2022
Offer Expires: 23 March 2022

Confidential
Quote Summary

Prepared For:
CITY OF CHARLESTON
2150 MILFORD ST
CHARLESTON, SC 29405
Home: 843-724-7179
Business: 843-965-4005
delluccib@charleston-sc.gov

Gov-Cash Deal
Sourcewell Code: E014-22U ULNV0016

Prepared By:
TRES PENNY
Flint Equipment Company
138 Acres Drive
Ladson, SC 29456
Phone: 843-572-0400
tpenny@flintequipco.com

Quote Id: 25857259
Created On: 04 January 2022
Last Modified On: 11 January 2022
Expiration Date: 23 March 2022

<table>
<thead>
<tr>
<th>Equipment Summary</th>
<th>Selling Price</th>
<th>Qty</th>
<th>Extended</th>
</tr>
</thead>
<tbody>
<tr>
<td>JOHN DEERE 324L - FOUR WHEEL DRIVE LOADER</td>
<td>$ 102,975.00</td>
<td>X</td>
<td>$ 102,975.00</td>
</tr>
<tr>
<td>John Deere Extended Warranty-3</td>
<td>$ 973.00</td>
<td>X</td>
<td>$ 973.00</td>
</tr>
<tr>
<td>Sub Total</td>
<td></td>
<td></td>
<td>$ 103,948.00</td>
</tr>
<tr>
<td>Equipment Total</td>
<td></td>
<td></td>
<td>$ 103,948.00</td>
</tr>
</tbody>
</table>

Quote Summary
- Equipment Total: $ 103,948.00
- SubTotal: $ 103,948.00
- SC Max Tax: $ 500.00
- Total: $ 104,448.00
- Down Payment: (0.00)
- Rental Applied: (0.00)
- Balance Due: $ 104,448.00

Salesperson: X

Accepted By: X
# Selling Equipment

**Quote Id:** 25857259  
**Customer:** CITY OF CHARLESTON

## JOHN DEERE 324L - FOUR WHEEL DRIVE LOADER

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>0AGDT</td>
<td>324L - FOUR WHEEL DRIVE LOADER</td>
<td>1</td>
</tr>
</tbody>
</table>

### Standard Options - Per Unit

- **0924** Engine  
- **2010** Standard Z-bar linkage  
- **2210** Standard Cloth Seat, Mid-Back, Mechanical Suspension  
- **2410** Standard Control Package  
- **2840** Three Function, Joystick w/FNR Control  
- **3010** Ride Control  
- **4030** 400/70R20 Michelin XMCL  
- **7120** Halogen Work Lights - Cab  
- **8550** Less Bucket

### Dealer Attachments

- ISO Coupler (Less Bucket)  

### Service Agreements

- John Deere Extended Warranty - 3 year-3,000 hour PT + H Warranty

### Other Charges

- Freight  
- Initial Service
**Customer Purchase Order for John Deere**  
Construction and Forestry Products - USA  
PO Revision# Original

### PURCHASER NAME AND ADDRESS (First Signer)

<table>
<thead>
<tr>
<th>NAME (First, Middle, Last)</th>
<th>CITY OF CHARLESTON</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STREET or RR</strong></td>
<td>2150 MILFORD ST</td>
</tr>
<tr>
<td><strong>CITY</strong></td>
<td>CHARLESTON</td>
</tr>
<tr>
<td><strong>STATE</strong></td>
<td>SC</td>
</tr>
<tr>
<td><strong>ZIP CODE</strong></td>
<td>29405</td>
</tr>
<tr>
<td><strong>PHONE NUMBER</strong></td>
<td>843-865-4005</td>
</tr>
<tr>
<td><strong>EMAIL ADDRESS</strong></td>
<td><a href="mailto:delluccih@charleston-sc.gov">delluccih@charleston-sc.gov</a></td>
</tr>
<tr>
<td><strong>REWARDS #</strong></td>
<td>988131328</td>
</tr>
</tbody>
</table>

### PURCHASER NAME AND ADDRESS (Second Signer)

<table>
<thead>
<tr>
<th>NAME (First, Middle, Last)</th>
<th>CITY OF CHARLESTON</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>STREET or RR</strong></td>
<td></td>
</tr>
<tr>
<td><strong>CITY</strong></td>
<td></td>
</tr>
<tr>
<td><strong>STATE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>ZIP CODE</strong></td>
<td></td>
</tr>
<tr>
<td><strong>PHONE NUMBER</strong></td>
<td></td>
</tr>
<tr>
<td><strong>EMAIL ADDRESS</strong></td>
<td></td>
</tr>
<tr>
<td><strong>REWARDS #</strong></td>
<td></td>
</tr>
</tbody>
</table>

**DEALER NAME AND ADDRESS**

<table>
<thead>
<tr>
<th>NAME</th>
<th>Dealer Account No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flint Equipment Company</td>
<td>179069</td>
</tr>
<tr>
<td><strong>STREET or RR</strong></td>
<td>135 Acres Drive</td>
</tr>
<tr>
<td><strong>CITY</strong></td>
<td>Ladson</td>
</tr>
<tr>
<td><strong>STATE</strong></td>
<td>SC</td>
</tr>
<tr>
<td><strong>ZIP CODE</strong></td>
<td>29458</td>
</tr>
<tr>
<td><strong>PHONE NUMBER</strong></td>
<td>843-572-0400</td>
</tr>
<tr>
<td><strong>DATE OF ORDER</strong></td>
<td>Jan 13, 2022</td>
</tr>
<tr>
<td><strong>DEALER ORDER NO.</strong></td>
<td></td>
</tr>
<tr>
<td><strong>TYPE OF SALE</strong></td>
<td>CASH</td>
</tr>
</tbody>
</table>

**PURCHASER TYPE: S**  
City/Town/Village: 82 Gas/Water/Electric  
Add Purchaser to Mailing List (Check One or More):  
Construction: [ ]  
Utility: [ ]  
Forestry: [ ]  
Government: [ ]  
Business: [X]  
Individual: [ ]  
Purchaser Acc#: [ ]

**LOCATION OF FIRST WORKING USE**  
Use County: CHARLESTON  
Use State/Province: SC  
COUNTY CODE: 19

**EXTENDED WARRANTY IS: [ ] Accept [ ] Decline**

**Ultimate Uptime Package Purchase:**  
[ ] Yes  
[ ] No  
(Initial)

**EQUIPMENT (Model, Size, Description)**

<table>
<thead>
<tr>
<th>QTY</th>
<th>DESCRIPTION</th>
<th>USE</th>
<th>U P O R</th>
<th>MODEL</th>
<th>QTY</th>
<th>PIN or Serial Number</th>
<th>DELIVERED CASH PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JOHN DEERE 324L - FOUR WHEEL DRIVE LOADER</td>
<td>Stock #</td>
<td>F673431</td>
<td></td>
<td></td>
<td>$ 102,975.00</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>ISO Coupler (Less Bucket)</td>
<td></td>
<td></td>
<td>F673431</td>
<td>1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL CASH PRICE:** $ 103,048.00

**COMMENTS:**
Gov-Cash Deal  
Sourcewell Code: E014-22U ULNV0016

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade-In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown herein in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown therein, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.
DISCLOSEMENT OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/perm/ordiesel/ordinosel.htm.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER’S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JLink™ connectivity service, may be enabled from your local John Deere Operations Center or JLink website. Please see your authorized John Deere dealer for assistance.

USE OF INFORMATION/PRIVACY NOTICE: I understand that John Deere Construction & Forestry Company and its affiliates (“John Deere”) and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (https://www.deere.com/us/privacy-and-privacy-policy-statement) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser’s signature below acknowledges the Purchaser has received a copy of the Standard Warranty. Version (Initials) and understands its terms and conditions.

<table>
<thead>
<tr>
<th>Purchaser (First Signer)</th>
<th>CITY OF CHARLESTON</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchaser (Second Signer)</td>
<td></td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Dealer Representative</td>
<td>Flint Equipment Company</td>
<td>Signature</td>
<td>Date</td>
</tr>
<tr>
<td>Salesperson</td>
<td>PENNY, TRES</td>
<td>Signature</td>
<td>Date</td>
</tr>
</tbody>
</table>

DELIVERY ACKNOWLEDGEMENT
Delivered with Operator’s Manual On
Purchaser Signature
STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- Construction, Forestry & Compact Construction Equipment (CCE) Products*: 12 months Full Machine Standard Warranty
- *Compact Construction Equipment Products Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- C&E Series Pull-Type Scrapers: 6 months Full Machine Standard Warranty
- DC & DE Series Pull-Type Scrapers: 12 months Full Machine Standard Warranty
- Scraper Tractors: 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Forestry Attachments: 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- Frontier Equipment: 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"): STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS
John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/ labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -
All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -
The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D 2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other
person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. **Standard Warranty** does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.

2. **Factory-Installed Undercarriage Warranty** covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/ labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.

3. **StructuRALL Warranty** for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructuRALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. StructuRALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture. If a particular component is not listed below it is not covered by StructuRALL Warranty.

- Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstock; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

**Items Covered by StructuRALL for Cut-to-Length Forestry Machines:** Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

StructuRALL Warranty does not apply to:

1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above
2. C-Frame on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
3. Cut-to-Length Forestry Heads and Stash Bundler Units
4. Crawlers equipped with optional side booms.
6. Motor Graders equipped with front- or rear-mounted snow wings.
E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body linier, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere, or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is
reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:
1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data);
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. ALL THE TERMS, INCLUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.
<table>
<thead>
<tr>
<th>Engine Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Engine Manufacturer and Model</strong></td>
</tr>
<tr>
<td><strong>Non-Road Emission Standard</strong></td>
</tr>
<tr>
<td><strong>Cylinders</strong></td>
</tr>
<tr>
<td><strong>Valves per Cylinder</strong></td>
</tr>
<tr>
<td><strong>Displacement</strong></td>
</tr>
<tr>
<td><strong>Net Peak Power at 2,400 rpm (SAE J1349 / ISO 9249)</strong></td>
</tr>
<tr>
<td><strong>Gross Rated Power at 2,400 rpm (ISO 14396)</strong></td>
</tr>
<tr>
<td><strong>Peak Torque at 1,560 rpm</strong></td>
</tr>
<tr>
<td><strong>Engine Bore and Stroke</strong></td>
</tr>
<tr>
<td><strong>Lubrication</strong></td>
</tr>
<tr>
<td><strong>Aspiration</strong></td>
</tr>
<tr>
<td><strong>Air Cleaner</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cooling</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fan</strong></td>
</tr>
<tr>
<td><strong>Engine Coolant Rating</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Powertrain</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type</strong></td>
</tr>
<tr>
<td><strong>2 Travel Speeds In Forward and Reverse (equipped with 405/70R20 tires)</strong></td>
</tr>
<tr>
<td><strong>Axles</strong></td>
</tr>
<tr>
<td><strong>Rear Axle Oscillation Versus Front Axle</strong></td>
</tr>
<tr>
<td><strong>Differentials</strong></td>
</tr>
<tr>
<td><strong>Maximum Rise and Fall, Single Wheel</strong></td>
</tr>
<tr>
<td><strong>Steering</strong></td>
</tr>
<tr>
<td><strong>Steering Wheel Turns, Stop to Stop</strong></td>
</tr>
<tr>
<td><strong>Articulation Angle</strong></td>
</tr>
<tr>
<td><strong>Final Drive</strong></td>
</tr>
<tr>
<td><strong>Brakes (SAE J1473 / ISO 3450)</strong></td>
</tr>
<tr>
<td><strong>Service Brakes</strong></td>
</tr>
<tr>
<td><strong>Parking Brake</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hydraulics</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Pump Characteristic and control</strong></td>
</tr>
<tr>
<td><strong>Standard</strong></td>
</tr>
<tr>
<td><strong>Total with High-Flow Option</strong></td>
</tr>
<tr>
<td><strong>Maximum Pressure at Couplings</strong></td>
</tr>
<tr>
<td><strong>System Relief Pressure</strong></td>
</tr>
<tr>
<td><strong>Steering</strong></td>
</tr>
<tr>
<td><strong>Hydraulic Cycle Times</strong></td>
</tr>
<tr>
<td><strong>Raise</strong></td>
</tr>
<tr>
<td><strong>Dump</strong></td>
</tr>
<tr>
<td><strong>Lower</strong></td>
</tr>
<tr>
<td><strong>Total</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cylinders</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Electrical</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type</strong></td>
</tr>
<tr>
<td><strong>Voltage</strong></td>
</tr>
</tbody>
</table>
# 324L SPECIFICATIONS

## Electrical (Continued)
- **324L**
- **Number of Batteries:** 1
- **Battery Capacity:** 925 CCA
- **Alternator Rating:** 80 amp
- **Lights (SAE 99):** Driving/Headlights, working lights (2), turn signals, flashers, and stop- and taillights

## Operator Station
- **Noise Level**
  - **Operator Ear (ISO 6396):** 68 dBA
  - **Bystander (ISO 6395):** 101 dBA

## Tires/Wheels
- **Tires on Single-Piece Rims**
  - **405/70R18 Firestone Duraforce (standard):** 1630 mm (5 ft. 4 in.)
  - **405/70R20 Mitas EM-01 (optional):** 1630 mm (5 ft. 4 in.)
  - **400/70R20 Michelin Bibloxx (optional):** 1630 mm (5 ft. 4 in.)
  - **400/70R20 Michelin XMCL (optional):** 1630 mm (5 ft. 4 in.)

## Dimensions
- **Tread Width**
- **Width Over Tires**
- **Change in Vertical Height**
  - **405/70R18 Firestone Duraforce (standard):** 1630 mm (5 ft. 4 in.)
  - **405/70R20 Mitas EM-01 (optional):** 1630 mm (5 ft. 4 in.)
  - **400/70R20 Michelin Bibloxx (optional):** 1630 mm (5 ft. 4 in.)
  - **400/70R20 Michelin XMCL (optional):** 1630 mm (5 ft. 4 in.)

## Serviceability
- **Refill Capacities**
  - **Cooling System (engine and radiator):** 12.1 L (12.7 qt.)
  - **Differential and Planetary Axle:**
    - **Front:** 7.4 L (7.8 qt.)
    - **Drive Axle:** 6.8 L (7.2 qt.)
    - **Engine Oil with Filter:** 10 L (10.6 qt.)
    - **Fuel tank:** 50 L (13.2 gal.)
    - **Hydraulic/HST Reservoir with Filter:** 66 L (17.4 gal.)
    - **HST Motor Gearbox:** 1.7 L (1.9 qt.)
  - **Front/Rear Axle Planetary Hubs (each):** 0.8 L (1.0 qt.)

## Operating Weights
- **With standard equipment, 405/70R20 tires, standard counterweight, cab, 75-kg (175 lb.) operator, and full fuel tank**
- **ISO Quick-Coupler**
  - With 1.1-m³ (14 cu. yd.) Stockpiling/General-Purpose Bucket with Bolt-On Edge: 6400 kg (14,110 lb.)
  - With 1.6-m³ (21 cu. yd.) Stockpiling/General-Purpose Bucket with Bolt-On Edge: 6465 kg (14,253 lb.)
  - With Fork: 6175 kg (13,614 lb.)
- **Quick-Tach™ Quick-Coupler**
  - With 1.1-m³ (14 cu. yd.) Stockpiling/General-Purpose Bucket with Bolt-On Edge: 6590 kg (14,578 lb.)
  - With 1.6-m³ (21 cu. yd.) Stockpiling/General-Purpose Bucket with Bolt-On Edge: 6675 kg (14,716 lb.)
  - With Fork: 6290 kg (13,857 lb.)

## Optional Components
- **ISO Quick-Coupler**
  - 0.8-m³ (10 cu. yd.) General-Purpose Bucket with Bolt-On Edge: 337 kg (743 lb.)
  - 1.1-m³ (1.4 cu. yd.) Stockpiling/General-Purpose Bucket with Bolt-On Edge: 457 kg (1,008 lb.)
  - 1.6-m³ (21 cu. yd.) Light-Material Bucket with Bolt-On Edge: 520 kg (1,146 lb.)
  - Cutting Edge: 240 kg (531 lb.)
  - Fork Frame and Forks (Class 2): 240 kg (531 lb.)
- **Quick-Tach Quick-Coupler**
  - 0.8-m³ (10 cu. yd.) General-Purpose Bucket with Bolt-On Edge: 535 kg (1,170 lb.)
  - 1.1-m³ (1.4 cu. yd.) Stockpiling/General-Purpose Bucket with Bolt-On Edge: 645 kg (1,421 lb.)
  - 1.6-m³ (21 cu. yd.) Light-Material Bucket with Bolt-On Edge: 730 kg (1,609 lb.)
  - Cutting Edge: 336 kg (741 lb.)
<table>
<thead>
<tr>
<th>Dimensions with ISO Quick-Coupler and Bucket</th>
<th>Standard Linkage</th>
<th>High-Lift Linkage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Height to Top of Cab</td>
<td>2.70 m (9 ft. 1 in.)</td>
<td>2.78 m (9 ft. 1 in.)</td>
</tr>
<tr>
<td>B Height to Top of Exhaust</td>
<td>2.01 m (6 ft. 7 in.)</td>
<td>2.01 m (6 ft. 7 in.)</td>
</tr>
<tr>
<td>C Ground Clearance</td>
<td>295 mm (12 in.)</td>
<td>295 mm (12 in.)</td>
</tr>
<tr>
<td>D Length from Centerline to Front Axle</td>
<td>750 mm (30 in.)</td>
<td>750 mm (30 in.)</td>
</tr>
<tr>
<td>E Wheelbase</td>
<td>2.30 m (7 ft. 7 in.)</td>
<td>2.30 m (7 ft. 7 in.)</td>
</tr>
<tr>
<td>F Overall Length, Bucket on Ground</td>
<td>5.65 m (18 ft. 6 in.)</td>
<td>5.65 m (18 ft. 6 in.)</td>
</tr>
<tr>
<td>G Height to Hinge Pin, Fully Raised</td>
<td>3.35 m (11 ft. 0 in.)</td>
<td>3.35 m (11 ft. 0 in.)</td>
</tr>
<tr>
<td>H Dump Clearance, 42-deg. Full Height</td>
<td>2.61 m (8 ft. 7 in.)</td>
<td>2.61 m (8 ft. 7 in.)</td>
</tr>
<tr>
<td>I Reach, 42-deg. Full Height</td>
<td>920 mm (3 ft. 0 in.)</td>
<td>920 mm (3 ft. 0 in.)</td>
</tr>
<tr>
<td>J Maximum Dump Reach, 42-deg. Dump</td>
<td>1.66 m (5 ft. 6 in.)</td>
<td>1.69 m (5 ft. 6 in.)</td>
</tr>
<tr>
<td>K Maximum Digging Depth</td>
<td>90 mm (3.5 in.)</td>
<td>90 mm (3.5 in.)</td>
</tr>
<tr>
<td>L Maximum Rollback at Ground Level</td>
<td>40 deg.</td>
<td>40 deg.</td>
</tr>
<tr>
<td>M Maximum Rollback at Full Height</td>
<td>55 deg.</td>
<td>55 deg.</td>
</tr>
<tr>
<td>N Bucket Dump at Full Height</td>
<td>42 deg.</td>
<td>42 deg.</td>
</tr>
<tr>
<td>O Turning Circle Radius Outside of Bucket</td>
<td>4.34 m (14 ft. 2 in.)</td>
<td>4.28 m (14 ft. 0 in.)</td>
</tr>
<tr>
<td>P Bucket Width</td>
<td>2.20 m (7 ft. 2 in.)</td>
<td>2.40 m (7 ft. 10 in.)</td>
</tr>
<tr>
<td>Q Tread Width (standard)*</td>
<td>1630 mm (5 ft. 4 in.)</td>
<td>1630 mm (5 ft. 4 in.)</td>
</tr>
<tr>
<td>R Width Over Tires (standard)*</td>
<td>2090 mm (6 ft. 10 in.)</td>
<td>2090 mm (6 ft. 10 in.)</td>
</tr>
<tr>
<td>S Bucket Clearance Circle, Bucket Center</td>
<td>8.28 m (27 ft. 2 in.)</td>
<td>8.55 m (28 ft. 1 in.)</td>
</tr>
</tbody>
</table>

*36 deg. for High-Lift Linkage
*Also see Tires/Wheels section on page 19.

Specifications with ISO Quick-Coupler and Bucket

Capacity, Heaped (SAE) | 11 m³ (14 cu. yd.) | 0.8 m³ (1.0 cu. yd.) | 1.6 m³ (2.1 cu. yd.) | 0.8 m³ (1.0 cu. yd.) | 1.6 m³ (2.1 cu. yd.) |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Capacity, Struck (SAE)</td>
<td>0.9 m³ (1.2 cu. yd.)</td>
<td>0.65 m³ (0.86 cu. yd.)</td>
<td>1.4 m³ (1.8 cu. yd.)</td>
<td>0.65 m³ (0.86 cu. yd.)</td>
<td>1.4 m³ (1.8 cu. yd.)</td>
</tr>
<tr>
<td>Breakout Force (SAE J122C)</td>
<td>5650 kg (12,456 lb.)</td>
<td>5180 kg (11,420 lb.)</td>
<td>5650 kg (12,456 lb.)</td>
<td>5180 kg (11,420 lb.)</td>
<td>5650 kg (12,456 lb.)</td>
</tr>
<tr>
<td>Tipping Load, Straight</td>
<td>4850 kg (10,692 lb.)</td>
<td>4750 kg (10,472 lb.)</td>
<td>4850 kg (10,692 lb.)</td>
<td>4750 kg (10,472 lb.)</td>
<td>4850 kg (10,692 lb.)</td>
</tr>
<tr>
<td>Tipping Load, Full Turn (SAE)</td>
<td>4320 kg (9,524 lb.)</td>
<td>3890 kg (8,576 lb.)</td>
<td>4320 kg (9,524 lb.)</td>
<td>3890 kg (8,576 lb.)</td>
<td>4320 kg (9,524 lb.)</td>
</tr>
<tr>
<td>Rated Operating Load, 50% of Full-Turn Tipping Load</td>
<td>2215 kg (4,883 lb.)</td>
<td>2160 kg (4,762 lb.)</td>
<td>2215 kg (4,883 lb.)</td>
<td>2160 kg (4,762 lb.)</td>
<td>2215 kg (4,883 lb.)</td>
</tr>
</tbody>
</table>

*Rated operating capacity based on Deere attachments only.
Dimensions with ISO Quick-Coupler and Fork

<table>
<thead>
<tr>
<th>Dimension</th>
<th>Standard Linkage</th>
<th>High-Lift Linkage</th>
</tr>
</thead>
<tbody>
<tr>
<td>A (Height to Top of Cab)</td>
<td>2.78 m (9 ft. 1 in.)</td>
<td>2.78 m (9 ft. 1 in.)</td>
</tr>
<tr>
<td>B (Height to Top of Exhaust)</td>
<td>2.03 m (6 ft. 7 in.)</td>
<td>2.03 m (6 ft. 7 in.)</td>
</tr>
<tr>
<td>C (Ground Clearance)</td>
<td>295 mm (12 in.)</td>
<td>295 mm (12 in.)</td>
</tr>
<tr>
<td>D (Length from Centerline to Front Axle)</td>
<td>750 mm (30 in.)</td>
<td>750 mm (30 in.)</td>
</tr>
<tr>
<td>E (Wheelbase)</td>
<td>2.30 m (7 ft. 7 in.)</td>
<td>2.30 m (7 ft. 7 in.)</td>
</tr>
<tr>
<td>F (Overall Length, Forks on Ground)</td>
<td>6.23 m (20 ft. 5 in.)</td>
<td>6.23 m (20 ft. 5 in.)</td>
</tr>
<tr>
<td>G (Height to Hinge Pin, Fully Raised)</td>
<td>3.35 m (11 ft. 0 in.)</td>
<td>3.79 m (12 ft. 5 in.)</td>
</tr>
<tr>
<td>H (Reach, Fully Raised)</td>
<td>570 mm (22 in.)</td>
<td>500 mm (20 in.)</td>
</tr>
<tr>
<td>I (Fork Height, Fully Raised)</td>
<td>3.18 m (10 ft. 5 in.)</td>
<td>3.62 m (11 ft. 10 in.)</td>
</tr>
<tr>
<td>J (Maximum Reach, Fork Level)</td>
<td>1.33 m (4 ft. 4 in.)</td>
<td>1.49 m (4 ft. 11 in.)</td>
</tr>
<tr>
<td>K (Fork Height, Maximum Reach)</td>
<td>1.49 m (4 ft. 11 in.)</td>
<td>1.49 m (4 ft. 11 in.)</td>
</tr>
<tr>
<td>L (Reach, Ground Level)</td>
<td>815 mm (32 in.)</td>
<td>1200 mm (4 ft. 0 in.)</td>
</tr>
<tr>
<td>M (Depth Below Ground)</td>
<td>65 mm (2.6 in.)</td>
<td>85 mm (3.3 in.)</td>
</tr>
<tr>
<td>N (Tine Length)</td>
<td>1.20 m (48 in.)</td>
<td>1.20 m (48 in.)</td>
</tr>
<tr>
<td>O (Load Position, 50% Tine Length)</td>
<td>600 mm (24 in.)</td>
<td>600 mm (24 in.)</td>
</tr>
</tbody>
</table>

Specifications with ISO Quick-Coupler and Fork

- **Tipping Load, Straight**
  - Rated Operating Load, 50% Full-Turn Tipping Load (conforms to SAE J819 / ISO 16397-3)*
  - Rated Operating Load, Rough Terrain, 60% Full Turn Tipping Load (conforms to EN474-3)*
  - Rated Operating Load, Firm and Level Ground, 80% Full Turn Tipping Load (conforms to EN474-3)*

- **Rated Operating Capacity** based on Deere attachments only. *Payload on forks is limited by tilt cylinder.

- **2,500 lb (5,512 lb)** maximum load capacity for the fork carrier (for standard linkage only).
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Tom O’Brien/Ben Dellucci
DEPT. Public Service/Fleet
SUBJECT: 2022 TYMCO 500X SWEEPER WITH M2-106 CHASSIS
REQUEST: Approval to purchase a 2022 Tymco 500X Sweeper with M2-106 Chassis From Amick Equipment, PO Box 1965, Lexington, SC 29071.
NCSA Contract #22-06-0426

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

Corporate Counsel [ ] [N/A] [Signature of Individual Contacted] [Attachment]
Cap Proj Cmte. Chair [ ] [ ] [ ] [ ]
Public Service/Fleet [X] [ ] [ ] [ ]
Procurement Director [X] [ ] [ ] [ ]

FUNDING: Was funding previously approved? [Yes] [No] [N/A] [ ]
If yes, provide the following
Dept/Div 062022 Account # 58010
Balance in Account Amount needed for this item $295,679.30

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

NEED: Identify any critical time constraint(s)

CFO’s Signature: ____________________________
FISCAL IMPACT: ____________________________

Mayor’s Signature: ____________________________

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor’s Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL’S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK’S AGENDA MEETING.
<table>
<thead>
<tr>
<th>Item #</th>
<th>Quantity</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td>TYMCO 500X SWEEPER W/MZ-106 CHASSIS</td>
<td>SC STATE CONTRACT PRICE: $295,179.30</td>
<td>$295,179.30</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>STATE TAX $500.00</td>
<td>$500.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AS PER QUOTE</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>NCSA CONTRACT # 22-06-0426</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BID #4260</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>FOR</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>P.S. STREET SWEEPER</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

**TOTAL** $295,679.30

Requestor/B. Dellucci
Title/Fleet manager

Authorized Approval
**AMICK EQUIPMENT**

End User: Charleston, City Of
Contact: Matt Altob / Ben Delluci
Delivery Option Included: AECI delivers directly to end user.

<table>
<thead>
<tr>
<th>Description</th>
<th>Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Model:</strong> TYMCO 500K</td>
<td>$310,585.00</td>
</tr>
<tr>
<td><strong>Body Paint:</strong> White</td>
<td></td>
</tr>
<tr>
<td><strong>Body Warranty:</strong> 1 yr Sweeper, 2 yr Skids. Aux. Engine: See Mfg. Warranty for Details.</td>
<td></td>
</tr>
<tr>
<td><strong>Standard Equipment Included:</strong></td>
<td></td>
</tr>
<tr>
<td>Auxiliary Engine: John Deere Diesel 4045T Final Tier-4; 135 HP @ 2200 RPM</td>
<td></td>
</tr>
<tr>
<td>Auxiliary Engine In-Cab Air Filter Restriction Indicator w/Gauge</td>
<td></td>
</tr>
<tr>
<td>Auxiliary Engine Protection System: Engine ECU to Provide Automatic Monitoring With Derate or Shutoff When Problem Is Detected (i.e., Low Oil Pressure/High Coolant Temp.)</td>
<td></td>
</tr>
<tr>
<td>Auxiliary Hydraulic System: Electrically Operates Hydraulic System (Except Hopper Lift) Without Auxiliary Engine Running</td>
<td></td>
</tr>
<tr>
<td>Auxiliary Fuse Panel: 12V DC Fused Power Source for Any Add'l Electrical Components</td>
<td></td>
</tr>
<tr>
<td>Amber Beacon Light: Mounted Between Cab/Sweeper Unit</td>
<td></td>
</tr>
<tr>
<td>BlueLogic Control System: Multiplexed Electrical System - Includes Hardware and TYMCO Designed Software That Integrates the In-Cab Controls to the Auxiliary Engine and All Sweeper Functions, as Well As Provides Intelligent Safety Features, Service Reminders, Trip/Hour Meters for Sweeping Functions, Engine Diagnostics, Fuel Usage, Engine Stats, etc...All Shown on In-Cab Display</td>
<td></td>
</tr>
<tr>
<td>Bolt-On Suction Transition</td>
<td></td>
</tr>
<tr>
<td>Broom Assist Pick-Up Head W/Duo Skids</td>
<td></td>
</tr>
<tr>
<td>Dust Control System: 250 Gallon Capacity Water Tank, 5 GPM Electric Water Pump; Low Water Audible Alarm and Message on BlueLogic Display</td>
<td></td>
</tr>
<tr>
<td>Dust Separator Cleanout Tool</td>
<td></td>
</tr>
<tr>
<td>Gutter Brooms - Dual, Floodlights, Parabolic Mirrors, In-Cab Broom Tilt</td>
<td></td>
</tr>
<tr>
<td>Adjusters and Speed Controls for Both Brooms</td>
<td></td>
</tr>
<tr>
<td>Stainless Steel Hopper - High Chrome, Non-Magnetic, Low Carbon Stainless Steel</td>
<td></td>
</tr>
<tr>
<td>Side Dump Hopper Has Variable Dump Height from 24° to 132°</td>
<td></td>
</tr>
<tr>
<td>Centrifugal Dust Separator - High Capacity. Spins Dust, Sand and Fines Out of Air Stream Inside Hopper</td>
<td></td>
</tr>
<tr>
<td>Hopper Drain System</td>
<td></td>
</tr>
<tr>
<td>Hopper Lift: 2 Stage Scissor Lift with Capacity of 10,000 lbs. Safety Props Included</td>
<td></td>
</tr>
<tr>
<td>Stabilizers: Automatically Deploy at Rear of Truck When Hopper Is Raised &amp; Dumped</td>
<td></td>
</tr>
<tr>
<td>Hydraulic System: 34 Gal Reservoir, Sight Level/Temperature Gauge, Triple Suction Line Strainers, Replaceable 10 Micron Filter, 3 Micron Absolute In-Line Return Filter w/Restriction Indicator in Cab, Oil Temperature and Level Monitored by Related TFT Screen System</td>
<td></td>
</tr>
<tr>
<td>Pressure Bleeder - Air Pressure Deflector Controlled from Inside Cab, Allows Operator to Adjust Suction to Air Blast Ratio on the Go</td>
<td></td>
</tr>
<tr>
<td>Reverse Pick-Up Head System</td>
<td></td>
</tr>
<tr>
<td>Rubber Lined Blower</td>
<td></td>
</tr>
<tr>
<td>Shop Prop for Hopper</td>
<td></td>
</tr>
<tr>
<td>Storage Compartment: 5.6 Cubic Feet, Lockable Door, Mounted Left Side</td>
<td></td>
</tr>
<tr>
<td>Water Fill Hose &amp; Rack</td>
<td></td>
</tr>
<tr>
<td>Floodlights: 2 Rear, 1 Right Side Hopper Suction Chute</td>
<td></td>
</tr>
<tr>
<td>Lighting Package - (4) LED Amber Strobe Lights in Rear Door and (2) LED Stop/Turn/Tail Lights</td>
<td></td>
</tr>
</tbody>
</table>

Optional Upgrades and Accessories included.
ADD L WATER NOZZLE W/ INDIVIDUAL SWITCH:
RH GUTTER BROOM
HIGH OUTPUT WATER ON DEMAND ADDITIONAL NOZZLES (3 PER SIDE) TO CONTROL EXTREME DUST.
WATER PUMP UPGRADE: ADD (AIR OPERATED DIAPHRAGM) WATER PUMP. HIGH FLOW WATER PUMP ALLOWS FOR REMOTE SWEEPER CLEANING AND EASY WATER SYSTEM PURGE / WINTERIZATION FUNCTION.
WATER LEVEL GAUGE W/ WATER USAGE RECORDING FUNCTION
ABRASION PROTECTION PACKAGE - BOLT IN RUBBER LINERS IN AREAS OF SWEEPER PRONE TO WEAR IN EXCESSIVELY SANDY AREAS
EXTERNAL HOPPER CONTROLS - ALLOWS CONVENIENT OPERATION OF SWEEPER & AUX. ENGINE ETC FROM REAR OF MACHINE - HELPFUL WHEN CLEANING & SERVICING SWEEPER.
SWEEPER DELUGE SYSTEM - PRE FLUSH HOPPER & BACKFLUSH SCREEN WITH HYDRANT WATER CONNECTIONS. ALSO INCLUDES PICKUP HEAD FLUSH CONNECTION HOPPER SCREEN VIBRATOR - ALLOWS FOR QUICK SCREEN CLEANING ON THE GO. NOTE: OPTIONAL 2ND SCREEN VIBRATOR AVAILABLE AS WELL.
HOPPER VIBRATOR - ELECTRIC ASSISTS WITH HOPPER DISCHARGE WITH STICKY LOADS
"AS" AUTO SWEEP INTERRUPT - ONE BUTTON SWEEPER START / STOP FUNCTION WITH MEMORY. INCLUDES AUTO RETRACT OF SWEEPER GEAR WHEN TRUCK PLACED IN FORWARD AS WELL AS REVERSE TRIGGER BYPASS TO PREVENT AUTO RETRACT IN REVERSE. INCLUDES SWEEPER CRUISE CONTROL PROTECTION
PICK-UP HEAD CURTAIN LIFTER
"PIWI" WATER BLAST - PICK-UP HEAD PRESSURE INLET WATER INJECTION SYSTEM
REMOVABLE FRONT CURTAIN SET
SKID BUMPER EXTENSION SET
TWO CAMERA SYSTEM - REAR 1)
CHARLESTON CUSTOM CAB STEP - LH & RH SIDE
HYDRANT WRENCH
PARABOLIC MIRROR UPGRADE RH: 12" PARABOLIC MIRROR UPGRADE LH: 32"
LCD TRAFFIC DIRECTING LIGHT - WHELEN TACF6SLH
BATTERY DISCONNECT SWITCH
FRONT TOW HOOKS
HAZARD REFLECTORS LED ALTERNATING WARNING LIGHTS - FRONT GRILL

DEALER SERVICES INCLUDED:
FREIGHT TO AMICK EQUIPMENT
PDI & ONE (1) LOCAL MOVE TO TRUCK DEALER OR END USER
AECI MOBILE ON-SITE WARRANTY PKG., 1 YR
ON-SITE TRAINING PROVIDED BY REQUEST

COMMENTS:
NCSA Contract pricing includes factory training at Tymco plant in Waco, TX, including training and travel expenses.

<table>
<thead>
<tr>
<th>Subtotal</th>
<th>$310,585.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Optional Equipment Contract discount</td>
<td>$1,175.00</td>
</tr>
<tr>
<td>Additional Discount:</td>
<td>(1 @ 250.00)</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$295,179.30</td>
</tr>
</tbody>
</table>

**Chassis Description**

**MODE:** 2022/23 FREIGHTLINER M2-106
**LVWR:** 35000 LBS
**ENG & TRAN:** CUMMINS B6.7 / ALLISON 2500RDS
**PAINT:** WHITE
**SUMMARY:** SET CHASSIS SPECIFICATIONS FOR COMPLETE DETAILS INCLUDES DUAL DRIVE PACKAGE

<table>
<thead>
<tr>
<th>Unit Subtotal</th>
<th>$295,179.30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax</td>
<td>Not Included</td>
</tr>
<tr>
<td>Motor Vehicle</td>
<td></td>
</tr>
<tr>
<td>Unit Purchase Price</td>
<td>$295,179.30</td>
</tr>
<tr>
<td>Estimated Delivery</td>
<td>255 Days after receipt of ORDER</td>
</tr>
</tbody>
</table>

*PLEASE NOTE: ETAs are based on current production schedules and are subject to change.

QUOTED BY: RYAN AMICK
DATE: 1/7/2021
VALID UNTIL: 2/1/2021
ORDER CONFIRMATION

SIGNATURE

Signature indicates customer's commitment to purchase equipment per specifications, pricing & terms above. Please clearly identify any additional options you wish to order.

DATE

ADDITIONAL OPTIONS: Prices shown in "additional options available" section are not included in the "Total" price and do not include taxes.

TAXES: Unless itemized above, prices do not include local, state or federal taxes.

MOTOR VEHICLE TAXES: AEI no longer collects SC "IMF" or NC "Highway Use Tax". Either the chassis dealer or the DMV will collect motor vehicle tax/fees when registering vehicle.

PAYMENT TERMS: Payment is due PRIOR to delivery. When payment has been extended to customer, payment is due 30 DAYS after delivery.

TITLE WORK / MCO: Allow 5-10 days after receipt of payment to process Title or Manufacturer's Certificate of Origin (MCO).

QUOTE EXPIRATION: Pricing is honored for 30 days from date quoted, barring extenuating circumstances such as, but not limited to, volatile markets, factory price increases, etc. AEI makes every effort to give as much notice as possible in such instances.

DELIVERY ESTIMATES: ETA's are based on production schedules at the time of quote and are subject to changes in truck or body production schedules as well as other factors such as transportation delays, etc.

WEIGHT RESTRICTIONS: Operating over weight equipment can result in fines, damage to equipment or injury to operators. AEI makes every effort to quote equipment meeting local, state & federal weight regulations. Nevertheless, it is up to the end user to familiarize themselves with all applicable weight laws and avoid exceeding legal weight limits, regardless of truck's GVWR.

CHASSIS DEALERS: Please ensure chassis specs meet body manufacturer's minimum requirements, which are supplied upon request. Deviations may result in additional charges, for which the truck dealer will be responsible.

CHASSIS DEALER PAYMENT TERMS: Payment term begins when truck is delivered to customer or truck dealer for PDI, whichever is first. Payments received later than 35 DAYS are subject to penalty of 5% APR, calculated on a daily basis. ANY EXCEPTIONS must be agreed to writing prior to order.
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Jason Kronsberg/Wes Chappell DEPT. Parks Department
SUBJECT: PLANNED SERVICE PROPOSAL FOR THE GAILLARD MANAGEMENT CENTER
REQUEST: Approval to establish agreement for a Planned Service Agreement for The Gaillard Management Center with Johnson Controls, 4415 Sea Ray Dr., Charleston, SC 29405-8401.
Sourcewell Contract #031517-JHN

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

Corporate Counsel Yes N/A Signature of Individual Contacted Attachment
Cap. Proj. Cmte. Chair
Parks Department X No X
Procurement Director X No X

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

If yes, provide the following: Dept./Div.: 171/310 Account #: 522004 - 50%
Balance in Account 161,548 Amount needed for this item $101,568.00

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

NEED: Identify any critical time constraint(s).

CFO's Signature: Matt          Date: 4/5/23  Amy Webster
FISCAL IMPACT: Cost split between Hospitality Fund & General Fund

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

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.
To: Gary Cooper  
From: Wes Chappell  
Date: 01/18/2022  
Re: Gaillard Planned Service Proposal

The attached is a 2 year Planned Service Proposal via Sourcewell Contract with Johnson Controls. This agreement will provide preventative maintenance for the HVAC system at the Gaillard. This includes but is not limited to heat pumps, exhaust fans, AHUs, chillers, cooling tower, and related controls. The task list includes filter changes, coil cleaning, software updates, oil analysis, operational and comprehensive checks, vibration analysis, and service information access.
Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market.
Executive summary

Planned service proposal for GAILLARD MANAGEMENT CENTER

Dear Customer,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 2 Years starting 03/01/2022 and ending 02/29/2024.
- The agreement price for first year is $101,568.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list. Pricing based on Sourcewell agreement.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions.

Sincerely,

Daniel Wyand
Service Manager
(866) 818-5463

The power behind your mission
Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building’s facility performance, providing dependability, sustainability and energy efficiency. You’ll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities**

   Since HVAC equipment accounts for a major portion of a building’s energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.

2. **Reduce future repair costs**

   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.

3. **Extend asset life**

   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.

4. **Ensure productive environments**

   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished.

5. **Promote environmental health and safety**

   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with “The 5 Values of Planned Maintenance” and our technicians understand how the work they perform can help you accomplish your business objectives.
Our partnership

Personalized account management
A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You’ll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety
Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction
Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we’ve developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability
A more sustainable world - one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We’ve been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity
Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World’s Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual “100 Best Corporate Citizens” list.
Service delivery
As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling
Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services
Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication
A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items
Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.
Summary of services and options

Comprehensive and operational inspections
During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Connected Services
Connected Services provides your local technician a 24/7 line of sight into your chiller via smartphone, PC or tablet. Using YORK® and Metasys® technology, we securely connect your chiller to our Remote Operations Center, which monitors critical alarms and alerts your local branch if there's an issue. Trend data is safely stored and securely accessed by your local technician to analyze tough issues or deteriorating conditions. This enhancement gives your local Johnson Controls service team access to the information they need to diagnose problems and provide you with information about the health of your chiller.

Evaporator Coil Cleaning
Dirty evaporator coils impair heat transfer from the circulated air to the cooling medium. This reduces the efficiency of the unit. Extremely dirty coils may impede the airflow across the coil and out into the building, which can cause occupant discomfort and complaints. Johnson Controls technicians will clean these coils, improving efficiency and occupant comfort.

Filter Replacement
Clean air filters help maintain proper airflow throughout your building. Decreased airflow can impair the performance of the cooling coil and may lead to occupant discomfort and inefficient operation of the HVAC system. Johnson Controls will replace the filters on a regular basis to maintain airflow and maximize air quality.

Install Updates supplied with Software Subscription
Our expert technicians will install software upgrades (supplied separately) to keep your system up-to-date. This helps minimize disruptions to your daily operations and staff during the upgrade process. Keeping your software up-to-date allows you to take advantage of the latest features and enhancements, and helps maintain compatibility with the latest technology on the market. Updating the system software is also a best practice to minimize cybersecurity vulnerabilities.

Oil Analysis
By examining the oil, we can determine what part of the chiller is experiencing the most significant and harmful wear. Johnson Controls has been collecting data to statistically derive acceptable limits. We can also determine if there is a breakdown in the oil or if contaminants are affecting chiller operation.

Operational Visit/Controls System Verification
Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controller for your mechanical equipment. The inspection includes the following tasks:
Plan Service Proposal
GAILLARD MANAGEMENT CENTER

- Visual inspection of the control panel.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Operational Visit/Supervisory Controls System Verification
Based on our expertise and factory recommendations, we will execute routine preventative maintenance on the supervisory controllers and servers in your Metasys system. The inspection includes the following tasks:

- Visual inspection of the control panel and cleaning as needed.
- Review of alarms, points which are offline, out of service and overridden points.
- Local backups of controllers, objects, and server repositories.
- Review security database and ensure default passwords are changed.

Advantages: Provides proactive identification of problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

VAV Box Comprehensive/Controls System Verification and Calibration By Exception
Based on our expertise and factory recommendations, we will execute routine preventative maintenance and calibrations on the equipment controllers for your VAV boxes. This will include:

- Review of alarms, points which are offline, out of service and overridden points.
- Local backup of controller program.

We will also perform a box flow test, then perform the following inspections on suspect boxes that do not meet the test:

- Visually inspection of the control panel, clean and tighten connections as needed.
- Verification and field calibration of sensors used in control loops and alarm functions.
- Verification of control signals and sequences.

Advantages: Provides a cost-efficient way to proactively identify problems, which helps maintain productive environments, identify energy efficiency opportunities, reduce future repairs and extend the life of your equipment.

Vibration Analysis - Chiller
Johnson Controls maintains the world's largest database of vibration signatures based on more than 50,000 chiller analyses. Data from your chiller is collected by Johnson Controls personnel and uploaded to our predictive diagnostics team for analysis. It is then compared with vibration standards which have been statistically derived from 20 years of compiled data using patented formulas. This allows you to identify and correct potential issues before they cause unscheduled downtime.

Customer Portal / Service Information Access
The Johnson Controls customer portal is the online gateway to easily access various elements of
your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.
Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you’ll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You’ll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind your mission
Planned Service Proposal
GAILLARD MANAGEMENT CENTER

Planned Service Agreement

Customer Name: GAILLARD MANAGEMENT CENTER
Address: 77 CALHOUN ST CHARLESTON, SC 29401-3506
Proposal Date: 12/02/2021
Estimate #: 1-1DBI064Q

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 03/01/2022 and will continue until 02/29/2024 ("Original Term"). The Original Term and any Renewal Term may be referred to herein as the "Term".

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.
Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is $101,568.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Pricing based on Sourcewell agreement.

Invoices will be sent to the following location:

CITY OF CHARLESTON
ATTN: ACCOUNTS PAYABLE
PO BOX 853
CHARLESTON, SC 29402

☐ In lieu of paper invoices sent to the location above, invoices should be emailed to the following email address:

Please check the applicable box indicating Customer Purchase Order (PO) Requirements:

☐ No PO Required  ☐ Single PO Required for Initial Term  ☐ Annual PO Required

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

By: Daniel Wyand

Signature: ____________________________  Title: Service Manager  Date: ____________________________

Signature: ____________________________  Title: ____________________________  Date: ____________________________

JCI Branch: JOHNSON CONTROLS CHARLESTON SC CB - 0N94
Address: 4415 55A RAY DR
CHARLESTON, SC 29405-8491
Branch Phone: (866) 819-5463
Branch Email: ____________________________
TO: John J. Tecklenburg, Mayor
FROM: Neil O'Hara / Andrew Jones DEPT. Parks – Capital Projects
SUBJECT: ASHLEY HALL FIRE STATION #16 RENOVATION CHANGE ORDER #2
REQUEST: Approval of a Change Order #2 with Satchel Construction, LLC in the amount of $47,005.99 for the removal and replacement of 33 storefront glass units, new side doors at apparatus bay and lounge restroom area, provide and install LVT flooring throughout the living quarters, install kitchen exhaust fan and demo old units in apparatus bay, drywall patching and painting in workout area, and electrical and light outlet alterations.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

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

ATTACHMENT

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

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051568-58240
Balance in Account $47,005.99 Amount needed for this item $47,005.99

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Change Order #2 will increase the construction contract by $47,005.99 (from $151,726.85 to $198,732.84). The funding source for this project is Land Sales ($430,000.00).

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
Construction Change Order

PROJECT: CP1717
(FIRE STATION #16 RENOVATION)
(IMPORTANT)

CONTRACTOR: SATCHEL CONSTRUCTION, LLC

CHANGE ORDER NO.: 02

1. Description of the Change Order: (Satchel Construction, LLC Change Order #2.) CHANGE REASON: Client Request:
   - Remove and replace (33) storefront glass units; no glass to be tempered *glass approx. 4 weeks lead time*
   - Demo existing side door into apparatus bay; remove trim & siding and re anchor wall to slab; provide and install new door, frame and hardware; prime and paint
   - Remove / replace rear door at apparatus bay with new door and frame; hardware and window kit to be re used; prime and paint
   - Remove door / frame from Lounge to Restroom and infill wall; frame, hang, insulate and finish drywall, rework wood baseboards, prime and paint walls and base
   - Provide and install LVT flooring throughout the living quarters; provide credit for buffing VCT (not required with new flooring); Remove quarter round and re paint baseboards
   - Provide ceramic tile for shower areas that were intended to be owner supplied
   - Install kitchen exhaust fan and demo (2) old units in the apparatus bay
   - Patch and paint drywall ceiling in workout area
   - Electrical: Add (1) coax and (1) duplex outlet for proposed TV in lounge room; remove (3) lights in workout area and install lounge room ceiling fan and
     (2) Surface mounted lights; provide / install new ceiling fan with light kit in lounge room

2. Adjustments to the Contract Amount:

   Original Contract Amount .......................................................... $155,400.00
   Change by Previously Approved Change Orders ................................ $3,673.15
   Contract Amount prior to this Change Order ............................... $151,726.85
   Amount of this Change Order .................................................... $47,005.99
   New Contract Amount, including this Change Order ...................... $198,732.84

3. Adjustments in Contract Time:

   Original Date for Substantial Completion .................................... 01/31/22
   Change in Days by Previously Approved Change Orders .................. 0 Days
   Change in Days for this Change Order ......................................... 0 Days
   New Date for Substantial Completion ......................................... 02/14/22

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

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

<table>
<thead>
<tr>
<th>N/A</th>
<th>Satchel Construction LLC</th>
<th>City of Charleston</th>
</tr>
</thead>
<tbody>
<tr>
<td>Architect/Engineer</td>
<td>Contractor</td>
<td>Owner</td>
</tr>
<tr>
<td></td>
<td>2020 Cosgrove Ave</td>
<td>823 Meeting St</td>
</tr>
<tr>
<td></td>
<td>N Charleston SC 29405</td>
<td>Charleston, SC 28403</td>
</tr>
<tr>
<td>Address</td>
<td></td>
<td>Address</td>
</tr>
<tr>
<td>Signature</td>
<td></td>
<td>Signature</td>
</tr>
<tr>
<td>By:</td>
<td></td>
<td>By: John J. Tecklenburg</td>
</tr>
<tr>
<td>Date:</td>
<td></td>
<td>Date: 11/24/22</td>
</tr>
</tbody>
</table>

Last Updated 1-9-19
# Prime Contract Potential Change Order #002: CE #002- Misc. Items

**TO:**
City of Charleston  
75 Calhoun Street Suite 3500  
Charleston, South Carolina 29401

**FROM:**
Satchel Construction, LLC.  
2020 Cosgrove Avenue  
N Charleston, South Carolina 29405

**PCO NUMBER/REVISION:**
002 / 0

**CONTRACT:**
1 - Fire Station 16 Renovations Prime Contract

**REQUEST RECEIVED FROM:**
Neil O’Hara (City of Charleston)

**CREATED BY:**
Patricia Sy (Satchel Construction, LLC.)

**STATUS:**
Pending - In Review

**CREATED DATE:**
1/4/2022

**REFERENCE:**

**PRIME CONTRACT CHANGE ORDER:**
#002 - CE #002-add VCT floor

**FIELD CHANGE:**
Yes

**ACCOUNTING METHOD:**
Amount Based

**LOCATION:**
Fire department

**PAID IN FULL:**
No

**SCHEDULE IMPACT:**
45 days

**SIGNED CHANGE ORDER RECEIVED DATE:**

**EXECUTED:**
No

**TOTAL AMOUNT:**
$47,005.99

---

**POTENTIAL CHANGE ORDER TITLE:** CE #002- Misc. Items

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

Building upgrades per client requests to be as follows:

- Remove and replace (33) storefront glass units; no glass to be tempered *glass approx. 4 weeks lead time*
- Demo existing side door into apparatus bay; remove trim & siding and re anchor wall to slab; provide and install new door, frame and hardware; prime and paint
- Remove / replace rear door at apparatus bay with new door and frame; hardware and window kit to be re used; prime and paint
- Remove door / frame from Lounge to Restroom and infill wall; frame, hang, insulate and finish drywall, re work wood baseboards, prime and paint walls and base
- Provide and install LVT flooring through out the living quarters; provide credit for buffing VCT (not required with new flooring); Remove quarter round and re paint baseboards
- Provide ceramic tile for shower areas that were intended to be owner supplied
- Install kitchen exhaust fan and demo (2) old units in the apparatus bay
- Patch and paint drywall ceiling in workout area
- Electrical: Add (1) coax and (1) duplex outlet for proposed tv in lounge room; remove (3) lights in workout area and install lounge room ceiling fan and (2) surface mounted lights; provide / install new ceiling fan with light kit in lounge room

**ATTACHMENTS:**
## Schedule of Values

<table>
<thead>
<tr>
<th>#</th>
<th>Change Event Line Item</th>
<th>Budget Code</th>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>01-3-1-G</td>
<td>Project Management</td>
<td>4</td>
<td>hours</td>
<td>$62,000</td>
<td>$248,00</td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>01-3-1-1-J</td>
<td>Superintendent</td>
<td>80</td>
<td>hours</td>
<td>$37,000</td>
<td>$2,960</td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>02-4-1-26-G</td>
<td>Business License &amp; Permits</td>
<td>4040</td>
<td>Is</td>
<td>$0.0150</td>
<td>$607.33</td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>01-4-2-21-Q</td>
<td>Bonds</td>
<td>4500</td>
<td>Is</td>
<td>$0.0400</td>
<td>$1,815</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>01-4-1-23-Q</td>
<td>GC Fees</td>
<td>4273</td>
<td>Is</td>
<td>$0.1000</td>
<td>$4,273</td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>065-G</td>
<td>Storefront Subcontractor</td>
<td>1</td>
<td>Is</td>
<td>$14,850.00</td>
<td>$14,850</td>
</tr>
<tr>
<td>7</td>
<td></td>
<td>066-G</td>
<td>Exterior Doors / Frames /</td>
<td>1</td>
<td>Is</td>
<td>$5,887.00</td>
<td>$5,887</td>
</tr>
<tr>
<td>8</td>
<td></td>
<td>094-G-1-12-G</td>
<td>Framing &amp; Drywall</td>
<td>1</td>
<td>Is</td>
<td>$1,200.00</td>
<td>$1,200</td>
</tr>
<tr>
<td>Line</td>
<td>Description</td>
<td>Quantity</td>
<td>Unit</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------------------------------</td>
<td>----------</td>
<td>------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>09C-09-1C-0</td>
<td>Painting</td>
<td>1</td>
<td>$1,375.00</td>
<td>$1,375.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>09G-09</td>
<td>Flooring Subcontractor</td>
<td>1</td>
<td>$10,877.00</td>
<td>$10,877.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>22-23G-0</td>
<td>HVAC Subcontractor</td>
<td>1</td>
<td>$450.00</td>
<td>$450.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>38-29G-0</td>
<td>Electrical Subcontractor</td>
<td>1</td>
<td>$2,635.00</td>
<td>$2,635.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total: $47,001.99
TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Andrew Jones DEPT. Stormwater Management
SUBJECT: EHRHARDT ST. TUNNEL EXTENSION CONSTRUCTION CONTRACT

REQUEST: Approval of a construction contract with Triad Engineering and Contracting Company in the amount of $12,487,790.00 for the construction of a stormwater tunnel and drop shaft structure that will service a portion of the medical district and will provide a drainage connection between the Medical District and the Spring/Fishburne drainage tunnel network.

With the approval of the project budget, Staff is authorized to award and/or amend contracts less than $40,000.00 to the extent project contingency funds exist in the Council Approved Budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: February 8, 2022

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

<table>
<thead>
<tr>
<th>CPR Committee Chair</th>
<th>Yes</th>
<th>N/A</th>
<th>Signature of Individual Contacted</th>
<th>Attachment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Counsel</td>
<td></td>
<td></td>
<td>Amy Wharton</td>
<td></td>
</tr>
<tr>
<td>Dir. of SW Management</td>
<td>X</td>
<td></td>
<td>Ruth Jordan</td>
<td></td>
</tr>
<tr>
<td>MBE Manager</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

If yes, provide the following: Dept/Div SW Mgmt- Proj. Mgmt Acct # 050383-58240

Balance in Account $12,487,790.00 Amount needed for this item $12,487,790.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this construction contract will institute a project budget of $17,855,519.00 of which $12,487,790.00 will be obligated for the contract. Funding for this project is HUD CDBG-MIT Grant ($9,964,190.00) and the Drainage Fund ($7,891,329.00).

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.
<table>
<thead>
<tr>
<th>Ehrhardt Street Tunnel Extension</th>
<th>Draft Project Budget</th>
<th>Expenses To Date</th>
<th>Encumbrances</th>
<th>Remaining Balance</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>050383-52510 144/146 Cannon St. Lease</td>
<td>270,000.00</td>
<td>54,000.00</td>
<td>216,000.00</td>
<td>- GMS Cannon, LLC</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL D/E COSTS</strong></td>
<td><strong>270,000.00</strong></td>
<td><strong>54,000.00</strong></td>
<td><strong>216,000.00</strong></td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

**DESIGN / ENGINEERING**

<table>
<thead>
<tr>
<th>050383-582238 Preliminary Design</th>
<th>286,922.00</th>
<th>-</th>
<th>-</th>
<th>-</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee Amendment #1 (50% design to final design)</td>
<td>574,512.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fee Amendment #2 (removal of bidding services, add final design services)</td>
<td>8,529.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fee Amendment #3</td>
<td>161,837.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Fee Amendment #4 (CE)</td>
<td>1,482,200.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>D&amp;E Subtotal</strong></td>
<td><strong>3,486,940.00</strong></td>
<td><strong>958,208.37</strong></td>
<td><strong>2,528,731.63</strong></td>
<td>- Davis &amp; Floyd</td>
</tr>
<tr>
<td>050383-582236 Advertising</td>
<td>1,502.00</td>
<td>1,340.79</td>
<td>159.21</td>
<td>- P-card</td>
</tr>
<tr>
<td><strong>TOTAL D/E COSTS</strong></td>
<td><strong>3,488,440.00</strong></td>
<td><strong>959,549.16</strong></td>
<td><strong>2,528,890.84</strong></td>
<td>-</td>
</tr>
</tbody>
</table>

**CONSTRUCTION**

| 050383-58240 Construction Est. | 12,487,790.00 | 12,487,790.00 | - | Tried Engineering & Contracting Co. |
| **TOTAL CONSTRUCTION COSTS** | **12,487,790.00** | - | - | - |

**OTHER**

| Contingency | 1,609,289.00 | - | - | - |

**TOTAL PROJECT COSTS**

| 17,855,119.00 | 1,013,549.16 | 16,841,969.84 | - |

**FUNDING SOURCES**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>SOURCE</th>
<th>AMOUNT</th>
<th>RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Drainage Fund</td>
<td>286,922.00</td>
<td>286,922.00</td>
</tr>
<tr>
<td></td>
<td>Drainage Fund</td>
<td>565,981.00</td>
<td>302,454.79</td>
</tr>
<tr>
<td></td>
<td>CDGB-MIT Grant</td>
<td>9,964,190.00</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Drainage Fund</td>
<td>3,397,743.00</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>Drainage Fund</td>
<td>3,645,683.06</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL FUNDING</strong></td>
<td><strong>17,855,119.00</strong></td>
<td><strong>589,376.79</strong></td>
<td></td>
</tr>
</tbody>
</table>

**PROJECT SUMMARY**

| AVAILABLE FUNDING | 17,855,119.00 | 589,376.79 |
| FUNDING NEEDED | 17,855,119.00 | 1,013,549.16 |
| PROJECT BALANCE | - | (424,172.37) |
"Project Manual" Volume 1 of 3
"Contract Documents and Construction Specifications" for

Medical District Drainage Tunnel Extension at Ehrhardt Street

November 5, 2021

OWNER:
City of Charleston
Department of Stormwater Management
2 George Street
Suite 2100
Charleston, SC 29401

PREPARED BY:
Black & Veatch Corporation
550 King Street, STE 400
Charleston, SC 29403
(843) 266-0667

Davis & Floyd, Inc.
3229 West Montague Avenue
North Charleston, SC 29418
(843) 554-8602

D|F Job No.: 31874.00

BV Job No. 403743
TABLE OF CONTENTS FOR CONSTRUCTION SPECIFICATIONS

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
- Invitation to Bid
- Instructions to Bidders
- City of Charleston MWBE Requirements
- City of Charleston MWBE Compliance Affidavits
- Bid Form
- Bid Bond
- List of Subcontractors
- Non-Collusion Affidavit of Prime Bidder
- Certification of Nonsegregated Facilities
- Non-Resident Taxpayer Registration Affidavit
- Notice of Award
- Agreement
- Notice to Proceed
- Performance Bond
- Payment Bond
- Application for Payment
- Certificate of Substantial Completion
- Acceptance Certificate Form
- Standard General Conditions of the Construction Contract
- Supplementary Conditions
- Work Change Directive Form
- Change Order Form
- Field Order Form

DIVISION 1 – GENERAL REQUIREMENTS
- Project Requirements
- Drawings
- Measurement and Payment
- Abbreviations of Terms and Organizations
- Allowances
- Submittals Procedures
- Construction Progress Schedule
- Construction Progress Documentation
- Photographic Documentation
- Video Monitoring and Documentation
- Quality Control
- Code Required Special Inspections and Procedures
- Temporary Facilities
- General Equipment Stipulations
- Meteorological and Seismic Design Criteria
- Shipment Delivery Storage and Handling Requirements
- Project Record Documents
DIVISION 2 – SITE WORK
02050  Demolition and Removal
02120  Geotechnical Instrumentation
02170  Temporary Support
02170-F1  Temporary Support Design Certificate
02170-F2  Temporary Support Stage Certificate
02220  Excavation and Backfill
02240  Control of Water
02366  Steel Sheet Piling
02369  Injection Grouted Micropiles
02400  Shoring
02425  Tunnel Excavation and Support
02426  Tunnel Bulkhead, Surface Plugs, and Dewatering
02427  Cast-in-Place Tunnel Lining
02431  Tunnel Grouting
02432  Drop Shaft Grouting
02445  Drop Shafts
02451  Reinforced Concrete Pipe
02454  Structures
02455  Ductile Iron Storm Sewer Pipe
02500  Contaminated Material Handling and Disposal
02511  Flowable Fill
02576  Excavated Material Disposal
02616  Pavement Removal and Replacement
02710  Steel Fences and Gates
02711  Wooden Fences and Gates
02820-HYD  Hydroseeding
02820-SOD  Sodding
02995  Cleaning Up

DIVISION 3 – CONCRETE
03100-TS  Concrete Forming (Tunnels and Shafts)
03200-TS  Concrete Reinforcing (Tunnels and Shafts)
03250-TS  Concrete Joints and Accessories (Tunnels and Shafts)
03300-SW  Cast-in-Place Concrete (Surface Work)
03300-TS  Cast-In-Place Concrete (Tunnels and Shafts)
03310-SW  Sidewalks (Surface Work)
03320-SW  Concrete Curb and Gutter (Surface Work)
03050-TS  Concrete Finishing
03351-TS  Concrete Placing
03930-TS  Concrete Crack Repair
03931-TS  Concrete Surface Repair

DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES
06090  Carpentry (Project Sign)

DIVISION 15 – DOMESTIC WATER AND SANITARY SEWER SYSTEM
15000  Water Distribution Systems
15010  Bypass Pumping System
15036  Polyvinyl Chloride (PVC) Wastewater Pipe and Fittings
15065  Precast Concrete Manholes

T of C-2 of 3
<table>
<thead>
<tr>
<th>APPENDICIES</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Appendix A</td>
<td>Davis Bacon Prevailing Wages</td>
</tr>
<tr>
<td>Appendix B</td>
<td>Surface Plugging Exhibits</td>
</tr>
<tr>
<td>Appendix C</td>
<td>Select Spring/Fishburne Phase 3 Tunnel Plans</td>
</tr>
<tr>
<td>Appendix D</td>
<td>Select Spring/Fishburne Phase 4 Pump Station Plans</td>
</tr>
<tr>
<td>Appendix E</td>
<td>Environmental Documents</td>
</tr>
<tr>
<td>Appendix F</td>
<td>Utility Conflict Coordination</td>
</tr>
<tr>
<td>Appendix G</td>
<td>Easements</td>
</tr>
<tr>
<td>Appendix G.1</td>
<td>Easement Plat</td>
</tr>
<tr>
<td>Appendix G.2</td>
<td>Easement Documents (Draft)</td>
</tr>
<tr>
<td>Appendix H</td>
<td>Cannon Street Shaft Lid Drawings</td>
</tr>
<tr>
<td>Appendix I</td>
<td>Micropile Design Technical Memorandum</td>
</tr>
<tr>
<td>Appendix J</td>
<td>Drainage System Temporary Connection Locations (Expected)</td>
</tr>
<tr>
<td>Appendix K</td>
<td>SWPPP/Permits</td>
</tr>
<tr>
<td>Appendix L</td>
<td>CDBG-MIT Grant Agreement (Redacted)</td>
</tr>
</tbody>
</table>

(End of Table of Contents)
INVITATION TO BID
City of Charleston
Charleston, South Carolina
Medical District Drainage Tunnel Extension at Ehrhardt Street

General Notice
City of Charleston, South Carolina (Owner) is requesting Bids for the construction of the following Project:

Medical District Drainage Tunnel Extension at Ehrhardt Street

Bids for the construction of the Project will be received from Prequalified Bidders at the Department of Stormwater Management located at 2 George Street, Suite 2100, Charleston, SC 29401, until Friday, December 10, 2022, at 2:00 PM local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Construction of a stormwater tunnel and drop shaft structure that will service a portion of the Medical District. The Ehrhardt Tunnel will be connected to the Spring Fishburne US 17 Drainage Tunnel System at the existing Cannon Street Shaft. Construction includes one 54-inch outside diameter steel drilled drop shaft to a depth of approximately 140 feet below grade; a concrete vortex structure; a concrete bulkhead in an existing tunnel; approximately 900 feet of 8-feet inside diameter cast-in-place concrete tunnel; installation of surface drainage collection piping and structures; and all other associated activities.

Bids are requested for the following Contract: Medical District Drainage Tunnel Extension at Ehrhardt Street.

Owner anticipates that the Project’s total bid price will be approximately $10,000,000. The Project has an expected duration of 425 days.

Prequalified Bidders Listing
Bids will not be accepted from Bidders which have not been Prequalified by the Owner. The following Contractors have previously submitted a qualification package to demonstrate Contractor’s qualifications to perform the Work for this Project and have been determined by the Owner as being Prequalified to Bid the Project:

1. Atkinson Construction
2. Kiewit Infrastructure South Co.
3. Michels Tunneling
4. SAK Construction
5. Super Excavators, Inc.
6. Triad Engineering and Contracting Co.

Obtaining the Bidding Documents
Information and Bidding Documents for the Project can be found at the following designated website:

https://davisfloyd.filegenius.com

Bidding Documents may be downloaded from the designated website. Access rights to the designated website may be obtained by emailing documents-chs@davisfloyd.com, or by calling Davis & Floyd, Inc.
at (843) 554-8602, and requesting such access. There is no fee for access to or download of digital documents. Prospective Bidders are required to register with the designated website as a plan holder.

The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

City of Charleston Department of Stormwater Management
2 George Street
Suite 2100 (2nd Floor)
Charleston, SC 29401

Pre-bid Conference

A MANDATORY pre-bid conference for the Project will be held on Monday November 15th at 2:00 PM at the City of Charleston Department of Stormwater Management 2 George Street, Suite 2100 Charleston, SC 29401. Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Project Funding Requirements

This project is funded in part by and is subject to all applicable requirements of the Community Development Block Grant-Mitigation (CDBG-MIT) grant program, funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered by the State of South Carolina. The South Carolina Department of Administration and its South Carolina Disaster Recovery Office Disaster Recovery Division (SCDRO-DRD) is designated as the responsible entity for administering the CDBG-MIT funds allocated to this Project. The South Carolina Office of Resilience Disaster Recovery Division (SCOR-DRD) is designated as the responsible entity for administering the CDBG-MIT funds allocated to this Project.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: City of Charleston, South Carolina
By: Matthew Fountain, PG, PE
Title: Director of Stormwater Management
Date: November 5, 2021
## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1 — Defined Terms</td>
<td>1</td>
</tr>
<tr>
<td>Article 2 — Bidding Documents</td>
<td>1</td>
</tr>
<tr>
<td>Article 3 — Qualifications of Bidders</td>
<td>2</td>
</tr>
<tr>
<td>Article 4 — Pre-Bid Conference</td>
<td>3</td>
</tr>
<tr>
<td>Article 5 — Site and Other Areas; Existing Site Conditions; Examination of Site; Owner’s Safety Program; Other Work at the Site</td>
<td>3</td>
</tr>
<tr>
<td>Article 6 — Bidder’s Representations and Certifications</td>
<td>5</td>
</tr>
<tr>
<td>Article 7 — Interpretations and Addenda</td>
<td>6</td>
</tr>
<tr>
<td>Article 8 — Bid Security</td>
<td>6</td>
</tr>
<tr>
<td>Article 9 — Contract Times</td>
<td>7</td>
</tr>
<tr>
<td>Article 10 — Substitute and “Or Equal” Items</td>
<td>7</td>
</tr>
<tr>
<td>Article 11 — Subcontractors, Suppliers, and Others</td>
<td>7</td>
</tr>
<tr>
<td>Article 12 — Preparation of Bid</td>
<td>8</td>
</tr>
<tr>
<td>Article 13 — Basis of Bid</td>
<td>9</td>
</tr>
<tr>
<td>Article 14 — CDBG MIT Grant Program Special Provisions</td>
<td>10</td>
</tr>
<tr>
<td>Article 15 — City of Charleston Minority &amp; Women Owned Business Enterprise Participation</td>
<td>10</td>
</tr>
<tr>
<td>Article 16 — Submittal of Bid</td>
<td>11</td>
</tr>
<tr>
<td>Article 17 — Modification and Withdrawal of Bid</td>
<td>11</td>
</tr>
<tr>
<td>Article 18 — Opening of Bids</td>
<td>12</td>
</tr>
<tr>
<td>Article 19 — Bids to Remain Subject to Acceptance</td>
<td>12</td>
</tr>
<tr>
<td>Article 20 — Evaluation of Bids and Award of Contract</td>
<td>12</td>
</tr>
<tr>
<td>Article 21 — Bonds and Insurance</td>
<td>13</td>
</tr>
<tr>
<td>Article 22 — Signing of Agreement</td>
<td>13</td>
</tr>
<tr>
<td>Article 23 — Sales and Use Taxes</td>
<td>13</td>
</tr>
</tbody>
</table>
ARTICLE 1—DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office—The office from which the Bidding Documents are to be issued, and which registers plan holders.

B. Prequalified Bidder—A Contractor that previously submitted a qualification package to demonstrate Contractor's qualifications to perform the Work in response to the Owner's Request for Contractor Qualifications for Ehrhardt Street Drainage Improvements and has been determined by Owner as prequalified to Bid the Project.

C. Registered Document Holder—A Bidder who has made contact and is registered with the Issuing Office to receive Bidding Documents as required in the Advertisement or invitation to Bid.

ARTICLE 2—BIDDING DOCUMENTS

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidders register as a Registered Documents Holder with the Issuing Office at such website and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered Document Holders will receive Addenda issued by Owner.

2.04 Electronic Documents

A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.

1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf). It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner
and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.

1. Electronic Documents that are available in native file format include:
   a. Applicable project CAD files.

2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.

3. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor’s specific purposes.

D. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 Bidders must be Prequalified

A. The following contractors are Prequalified Bidders. Bids will only be accepted from Prequalified Bidders.

1. Atkinson Construction
2. Kiewit Infrastructure South Co.
3. Michels Tunneling
4. SAK Construction, LLC
5. Super Excavators, Inc.
6. The Triad Engineering and Contracting Co.
B. Prequalification, as identified in this Article 3, will not prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

4.01 A mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or invitation to bid. Representatives of Owner and Engineer will be present to discuss the Project. Proposals will not be accepted from Bidders who do not attend the conference. It is each Bidder's responsibility to sign in at the pre-bid conference to verify its participation. Bidders must sign in using the name of the organization that will be submitting a Bid. A list of qualified Bidders that attended the pre-bid conference and are eligible to submit a Bid for this Project will be issued in an Addendum.

4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 Site and Other Areas

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:

   a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

   b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.

   c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

   d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion.
Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1. of the General Conditions will apply.


a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations ("Baseline Conditions"). The GBR is a Contract Document.

b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.

c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 Other Site-related Documents

A. No other Site-related documents are available.

5.04 Site Visit and Testing by Bidders

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit is scheduled following the MANDATORY pre-bid conference, and will be held Monday, November 15, 2021, at 3:00 PM local time at the Cannon Street Site located at 144 Cannon Street, Charleston, SC 29403. Bidders will be able to visit both the Cannon Street and Ehrhardt Street sites as a part of this visit.

C. Bidders visiting the Site are required to arrange their own transportation to the Site.

D. Access to the Cannon Street Site, outside of the scheduled Site visit, must be conducted during normal business hours, and will not require coordination with the Owner or Engineer.
Access to the Ehrhardt Street Site, within the limits of the MUSC Institute of Psychiatry park, will only be available during the scheduled site visit identified in §5.04.B.

E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 Owner's Safety Program

A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 Other Work at the Site

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 Express Representations and Certifications in Bid Form, Agreement

A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation including but not limited to CDBG-MIT Grant Program Special Provisions, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.

B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.
ARTICLE 7—INTERPRETATIONS AND ADDENDA

7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.

7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:

By email addressed to the following: Michael A. Putnam, PE at mputnam@davisfloyd.com, with an email subject line of “Medical District Drainage Tunnel Extension at Ehrhardt Street – Bidder Question.”

7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner’s damages in the case of a damages-form bond. Such forfeiture will be Owner’s exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the
Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

9.02 Provisions for liquidated damages for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND “OR EQUAL” ITEMS

10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or “or-equal” items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or “or-equal” item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications (Bidders should reference §7.07 of the Supplementary Conditions). If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

11.02 All Bidders must submit to Owner, as a part of his Bid, a list of the Subcontractors or Suppliers proposed for the following portions of the Work:

A. Drop Shaft Drilling and Installation Subcontractor(s)
B. Underground Concrete Subcontractor(s)
C. Surface Concrete Subcontractor(s)
D. Vortex Structure Subcontractors

11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent
Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by
the difference in cost occasioned by such substitution, and Owner may consider such price
adjustment in evaluating Bids and making the Contract award.

11.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the
Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers.
Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security
of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer
makes no written objection prior to the giving of the Notice of Award will be deemed acceptable
to Owner and Engineer subject to subsequent revocation of such acceptance as provided in
Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

12.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in BLUE ink.
Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price
must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit
price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is
optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder
may enter the words “No Bid” or “Not Applicable.”

12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare
its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the
Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch
by 11-inch paper and as closely identical in appearance to the Electronic Document version of the
Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally
vary in appearance from the original paper version of the Bid Form, providing that all required
information and submittals are included with the Bid.

12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title
must appear under the signature), accompanied by evidence of authority to sign. The corporate
address and state of incorporation must be shown.

12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose
title must appear under the signature), accompanied by evidence of authority to sign. The official
address of the partnership must be shown.

12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or
other authorized person and accompanied by evidence of authority to sign. The state of formation
of the firm and the official address of the firm must be shown.

12.06 A Bid by an individual must show the Bidder's name and official address.

12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer
in the manner indicated on the Bid Form. The joint venture must have been formally established
prior to submittal of a Bid, and the official address of the joint venture must be shown.

12.08 All names must be printed in ink below the signatures.
12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 Lump Sum

A. Bidders must submit portions of the Bid on a lump sum basis as set forth in the Bid Form.

13.02 Base Bid with Alternates

A. Not Used.

13.03 Sectional Bids

A. Not Used.

13.04 Cost-Plus-Fee Bids

A. In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.

13.05 Unit Price

A. Bidders must submit portions of the Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
ARTICLE 14—CDBG MIT GRANT PROGRAM SPECIAL PROVISIONS

14.01  CDBG-MIT Grant Program Special Provisions, in accordance with the Supplementary Conditions and as otherwise required by the Contract Documents, are in addition to all other requirements of the Bidding Documents.

14.02  Bidder agrees to comply with all CDBG-MIT requirements as well as other federal and state laws, regulations, or Executive Orders, including such as may be required by revisions and additions or changes in the requirements, regulations and laws governing the CDBG-MIT Program. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 15—CITY OF CHARLESTON MINORITY & WOMEN OWNED BUSINESS ENTERPRISE PARTICIPATION

15.01  This project is covered under the City of Charleston Minority Business Enterprise (MWBE) program, administered by Ruth Jordan (jordanr@charleston-sc.gov), MBE Manager, 2 George Street, Suite 3600, Charleston, SC 29401 (843) 724-7434.

15.02  MBE/WBE Goals: The City has established goals for both Minority Business Enterprise (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 twenty percent (20%) as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contractor 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).

15.03  The following portions of the Work are excluded from the City of Charleston Minority Business Enterprise program participation guidelines: Bid item 13

15.04  Bidders MBE/WBE Participation: All bidders must document the extent of the MWBE participation by completing the MWBE Compliance Provision Forms (Section 00402). Bidders must also complete Affidavits A and B or Affidavit C (Section 00402-F1) and attach the entire package to the Bid Form. Bids submitted by Bidders who fail to submit these documents as required will be deemed non-Responsive by the Procurement Office and will be ineligible for ward of the Contract.

15.05  MBE/WBE Subcontractor Eligibility: 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 web site (www.charlestoncity.info) under the “BIDLINE” link or by contacting the City MBE Manager.

15.06  In addition to requirements of the City of Charleston’s MWBE program, the Successful Bidder (as Contractor) must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

E. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business, and the City of Charleston's Minority & Women-Owned Business Enterprise Office.

ARTICLE 16—SUBMITTAL OF BID

16.01 The Bidding Documents include one separate unbound copy of the Bid Form and all required attachments, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.

16.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.

16.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 17—MODIFICATION AND WITHDRAWAL OF BID

17.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

17.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

17.03 If within 24 hours after Bids are opened any Bidder fails a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid,
and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 18—OPENING OF BIDS

18.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 19—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

19.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 20—EVALUATION OF BIDS AND AWARD OF CONTRACT

20.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

20.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

20.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

20.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

20.05 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

20.06 In evaluating whether a Bidder is responsible, Owner may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

20.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

20.08 This advertisement seeks Bids for the subject Project and does not commit the Owner to award a Contract, to pay any costs incurred in the preparation of Bids submitted, or Contract for services. The Owner reserves the right to accept or reject any, all, or any part of any Bid received as a result.
of this advertisement, or to cancel in part or in its entirety this advertisement if is in the best interest of the Owner to do so. The Owner shall be the sole judge as to whether Bids submitted meet all requirements contained in this advertisement. The Owner may, when in the best interest of the Owner, reject any or all Bids, or waive technicalities or informalities in any Bids received. The Owner shall have the unilateral right to modify any Contract resulting from this Advertisement, within the general scope of work, when said modification is in the best interest of the Owner. The right to issue change orders is not dependent upon the consent of the successful Bidder. Any Contract the Owner chooses to negotiate with the awarded bidder shall contain, at a minimum, the term, and conditions (as stated herein). The Owner reserves the right, in its sole discretion, to reject all Bids, reissue a subsequent Advertisement, terminate, restructure, or amend this procurement process at any time. The final selection and Contract negotiation rests solely with the Owner.

ARTICLE 21—BONDS AND INSURANCE

21.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

21.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 22—SIGNING OF AGREEMENT

22.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 23—SALES AND USE TAXES

23.01 Provisions for sales and use taxes, if any, are set for the in the Supplementary Conditions.
Section 00402 – 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 Ruth Jordan MBE Manager, 2 George Street, Ste. 3600, Charleston SC, 29401, (843) 724-7434

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 construction services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City’s Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston’s web site www.charleston-sc.gov under “Business” and “BidLine” link or by contacting Ruth Jordan MBE Manager, 2 George Street, Ste. 3600 Charleston, SC 29401, (843) 724-7434, jordann@charleston-sc.gov

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, this cover letter, and the following Affidavits (contained in Section 00402-F1) properly executed which signify that the Bidder understands and agrees to abide by the City’s MWBE Compliance Provisions.


AND

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

OR

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

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

Name of Company: The Triad Engineering & Contracting Co.

Signature

Paul J. Kassouf

Print Name

Witness

4/28/2011

January 06, 2022

Vice President / Secretary

Title

1
City of Charleston
Minority/Women-Owned Business Enterprise (MWBE)
Compliance Provisions

This document shall be included with the submittal of the bid or offer. If the bidder or offeror fails to submit the form with the bid or offer as required, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

APPLICATION:

Charleston City Council has adopted a policy setting 20% as the guidelines for combined women-owned and minority-owned business enterprise participation for this project.

Definitions:
MBE is defined as a small business owned and controlled by minorities.
WBE is defined as a small business owned and controlled by women.
This means that fifty-one percent (51%) of the business must be owned by minorities or women and that they must control the management and daily operations of the business.

The guidelines for participation in City of Charleston’s contracts for services, including construction, are hereby made a part of any contract resulting from this solicitation. These requirements shall apply to all contracts and resulting subcontracts issued by contractors. A list of certified minority-owned and women-owned business enterprises can be found on the City of Charleston’s web site www.charleston-sc.gov; or by contacting Ruth Jordan, MBE Manager, 2 George St., Ste. 3600 Charleston, SC 29401, (843) 724-7434, jordanrr@charleston-sc.gov

COMPLIANCE REQUIREMENTS:

1. The Offeror shall provide, with the submittal, the following Affidavits properly executed which signify that the Offeror understands and agrees to the incorporated contract provisions:

☐ Affidavit A - Listing of the Good Faith Effort & Identification of Minority and Women-owned Business Participation as certification that efforts were made to use MWBE businesses on this project.

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 Offeror states that the Offeror does not customarily subcontract elements of this type project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Offeror shall become a part of the agreement between the Contractor and the City of Charleston for performance of this contract. Failure to comply with any of these statements, certifications, or intentions stated in the Affidavits, or with the MBE/WBE 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, any breach may result in the bidder being prohibited from participation in future construction bids as determined by the City of Charleston.

The Contractor shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: The Triad Engineering & Contracting Co.

Signature: __________________________
Vice President / Secretary: __________________________

Print Name: Paul J. Kassouf
Date: January 06, 2022
AFFIDAVIT A
Page 1 of 2

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

Affidavit of __________________________________________
The Triad Engineering & Contracting Co.

(Name of Offeror)

I have made a good faith effort to comply under the following checked areas:
(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- 1. Contacted MBE businesses that reasonably could have been expected to submit a quote and that were known to the contractor, 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 MBE 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 MBE 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 minority participation.

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

- 6. Provided MBE with assistance in getting required bonding or insurance requirements or provided alternatives to bonding or insurance for subcontractors.

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

- 8. Provided MBEs with assistance in need of 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 MBEs in obtaining the same unit pricing with the Offeror's suppliers in order to help such businesses in establishing credit.

- 9. Provided training or mentoring to at least two (2) MBEs 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 MBEs in order to increase opportunities for minority business participation.

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

The undersigned hereby agrees 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.

The undersigned hereby certifies that he/she has read the terms of the minority business commitment and is authorized to bind the Offeror to the commitment herein set forth.

Date: 01/06/2022 Name of Authorized Officer (Print/Type): Paul J. Kassouf

Signature: ____________________________ Title: Vice President / Secretary
1. **Minority Firm Name and Contact**  
   **Julie's Professional Cleaning Service LLC**, Julie Drayton  
   **Minority Firm Telephone Number**: 843.475.3863  
   **Minority Firm Fax Number**:  
   **DBE Certification Number**: 02-121818-122 expires 12/30/2022  
   **Minority Firm Address**: 1003 Main Road, Charleston, SC 29455  
   **Minority Group Type**  
   - [ ] (African American)  
   - [ ] (Asian American)  
   - [ ] (Hispanic)  
   - [X] (American Indian)  
   - [ ] (Other)  
   **Follow up Verification sent follow up quote request via email 01/04/2022, received quote 01/04/2022**

2. **Minority Firm Name and Contact**  
   **Flores Contracting**, Marcelo Flores  
   **Minority Firm Telephone Number**: 843.531.2017  
   **Minority Firm Fax Number**:  
   **DBE Certification Number**: 04-010620-204 expires 01/01/2022  
   **Minority Firm Address**: 7610 Stafford Rd, North Charleston, SC 29406  
   **Minority Group Type**  
   - [ ] (African American)  
   - [ ] (Asian American)  
   - [ ] (Hispanic)  
   - [X] (American Indian)  
   - [ ] (Other)  
   **Follow up Verification sent follow up quote request via email 01/04/2022**

3. **Minority Firm Name and Contact**  
   **Herndon Inc.**, Frances O Herndon  
   **Minority Firm Telephone Number**: 803.438.1078  
   **Minority Firm Fax Number**:  
   **DBE Certification Number**: 03-031621-320 expires 03/27/2023  
   **Minority Firm Address**: 1876 Whiting Way, Lugoff, SC 29078  
   **Minority Group Type**  
   - [ ] (African American)  
   - [ ] (Asian American)  
   - [ ] (Hispanic)  
   - [X] (American Indian)  
   - [ ] (Other)  
   **Follow up Verification sent follow up quote request via email 01/04/2022**

4. **Minority Firm Name and Contact**  
   **KTC Enterprises, Inc.**, Anna Cusick Murchisen  
   **Minority Firm Telephone Number**: 843.834.3170  
   **Minority Firm Fax Number**:  
   **DBE Certification Number**: 03-029220-217 expires 03/01/2022  
   **Minority Firm Address**: 309 Land O Pines Circle, Moncks Corner, SC 29461  
   **Minority Group Type**  
   - [ ] (African American)  
   - [X] (Asian American)  
   - [ ] (Hispanic)  
   - [X] (American Indian)  
   - [ ] (Other)  
   **Follow up Verification sent follow up quote request via email 01/04/2022**

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

**Date:** 1/16/2022  
**Name of Authorized Officer (Print/Type):** Paul J. Kassouf  
**Signature:**  
**Notary Seal:**

**Sworn to before me this 6 day of January 2022**  
**Notary Public for the State of South Carolina**  
**Print Name:** Erica Russell  
**Phone Number:** 843.416.1112  
**Address:** 480 Jessen Lane Unit H, Charleston, SC 29492  
**Title:** Vice President / Secretary  
**Notary Seal:**  
**Notary signature:**

Page 3 of 5
City of Charleston, South Carolina Minority Business Participation Efforts  
(Use as many sheets as necessary)

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

<table>
<thead>
<tr>
<th>1. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>300 Engineering Group P.A.</td>
<td>2222 Ponce De Leon Blvd., Suite 300, Coral Gables, FL 33134</td>
</tr>
<tr>
<td>Franklin Torrecula</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>305.602.4602</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>04-042021-330 expires 04/20/2026</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td></td>
</tr>
<tr>
<td>(Asian American)</td>
<td></td>
</tr>
<tr>
<td>(American Indian)</td>
<td></td>
</tr>
</tbody>
</table>

| Requested quote via email 12/15/2021 |
| Follow up Verification sent follow up quote request via email 01/04/2022 |

<table>
<thead>
<tr>
<th>2. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shrewsberry &amp; Associates LLC</td>
<td>7321 Shadeland Station Ste 105, Indianapolis, IN 46256</td>
</tr>
<tr>
<td>Elmer Anthony Warren</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>317.841.4790</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>01-061211-346 expires 06/30/2026</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td></td>
</tr>
<tr>
<td>(Asian American)</td>
<td></td>
</tr>
<tr>
<td>(American Indian)</td>
<td></td>
</tr>
</tbody>
</table>

| Quote requested via email 12/15/2021 |
| Follow up Verification sent follow up quote request via email 01/04/2022 |

<table>
<thead>
<tr>
<th>3. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Soil Consultants, Inc.</td>
<td>PO Drawer 698, Charleston, SC 29402</td>
</tr>
<tr>
<td>Martha Johnson</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>843.723.4539</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>03-050119-149 expires 05/30/2024</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td></td>
</tr>
<tr>
<td>(Asian American)</td>
<td></td>
</tr>
<tr>
<td>(American Indian)</td>
<td></td>
</tr>
</tbody>
</table>

| Quote requested via email 12/09/2021 |
| Follow up Verification sent follow up quote request via email 01/04/2022 |

<table>
<thead>
<tr>
<th>4. Minority Firm Name and Contact</th>
<th>Minority Firm Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southern Concrete &amp; Construction, Inc.</td>
<td>1101 Trammell Road, Anderson, SC 29622</td>
</tr>
<tr>
<td>Kelly Boulware</td>
<td></td>
</tr>
<tr>
<td>Minority Firm Telephone Number</td>
<td>843.367.0902</td>
</tr>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>03-121311-200 expires 01/30/2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td></td>
</tr>
<tr>
<td>(Asian American)</td>
<td></td>
</tr>
<tr>
<td>(American Indian)</td>
<td></td>
</tr>
</tbody>
</table>

| Quote requested via email 12/09/2021 |
| Follow up Verification sent follow up quote request via email 01/03/2022 |

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

Date: _______________  Name of Authorized Officer (Print/Type): _______________  
Sworn to before me this __________ day of __________________, 2022  Signature: _______________  
Notary Public for the State of South Carolina  My Commission Expires: 10-2-2026  Title: Vice President/Secretary  
Print Name: _______________  Notary Seal: _______________  
Phone Number: 843.416.1112  
Address: 480 Jessen Lane Unit H, Charleston, SC 29492  
10/23/07
1. **Minority Firm Name and Contact**  
   W. Frazier Construction, Inc.  
   Willie Frazier Jr.  
   
<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th>843.556.8784</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td>01-060921-350</td>
</tr>
<tr>
<td></td>
<td>expires 06/30/2026</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>MBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td></td>
</tr>
<tr>
<td>(Asian American)</td>
<td></td>
</tr>
<tr>
<td>(American Indian)</td>
<td></td>
</tr>
<tr>
<td>(Women)</td>
<td></td>
</tr>
<tr>
<td>(Hispanic)</td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
</tr>
</tbody>
</table>

   1. **Minority Firm Address**  
   7050 Moberly Road, Ravenel, SC 29470

   2. **Minority Firm Name and Contact**  
   
<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>(Women)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td></td>
</tr>
<tr>
<td>(Asian American)</td>
<td></td>
</tr>
<tr>
<td>(American Indian)</td>
<td></td>
</tr>
<tr>
<td>(Hispanic)</td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
</tr>
</tbody>
</table>

   3. **Minority Firm Address**  

   4. **Minority Firm Name and Contact**  
   
<table>
<thead>
<tr>
<th>Minority Firm Telephone Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Firm Fax Number</td>
<td></td>
</tr>
<tr>
<td>DBE Certification Number</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Minority Group Type</th>
<th>(Women)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(African American)</td>
<td></td>
</tr>
<tr>
<td>(Asian American)</td>
<td></td>
</tr>
<tr>
<td>(American Indian)</td>
<td></td>
</tr>
<tr>
<td>(Hispanic)</td>
<td></td>
</tr>
<tr>
<td>(Other)</td>
<td></td>
</tr>
</tbody>
</table>

   | Minority Firm Address |           |

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

Date: 14/16/2022  
Name of Authorized Officer (Print/Type): **Paul J. Kassouf**  

Sworn to before me this 16 day of January, 2022.  
Notary Public for the State of South Carolina  
My Commission Expires: 10/23/2023  
Print Name: **Erica Russell**  
Phone Number: 843.416.1112  
Address: 480 Jessen Lane Unit H, Charleston, SC 29492  

Signature: **Paul J. Kassouf**  
Title: Vice President / Secretary  
Notary Seal:  
Notary signature:  
Page 3 of 5
AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority Businesses

Affidavit of The Triad Engineering & Contracting Co. I hereby certify that on the Medical District Drainage Tunnel Extension at Ehrhardt Street, Total Project Amount $12.5m

I will make a good faith effort to expend a minimum of 2% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following firms listed below:

(Attach additional sheets if needed)

<table>
<thead>
<tr>
<th>Name and Phone Number</th>
<th>Minority Code</th>
<th>Work Description</th>
<th>Dollar Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Herndon Inc</td>
<td>WMBE</td>
<td>Erosion Control</td>
<td>$13,000</td>
</tr>
<tr>
<td>Southern Concrete</td>
<td>WBE</td>
<td>Concrete Vortex</td>
<td>$277,000</td>
</tr>
</tbody>
</table>

Total MBE Participation:

2% $290,000

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

The undersigned will enter into a formal agreement with minority firms for work listed in this schedule conditional upon execution of a contract with the Owner.

The undersigned hereby certifies that he/she has read the terms of this commitment and is authorized to bind the Offeror to the commitment set forth herein. We certify, under penalties of perjury, that we have examined the information in this affidavit, and to the best of our knowledge and belief, this information is true, correct and complete.

Date: 1/4/2022

Name of Authorized Officer (Print/Type): Paul J. Kassouf

Signature: ____________________________

Title: Vice President / Secretary

Sworn to before me this 6 day of January, 2022

Notary Public for the State of ______________________

Print Name: ____________________________

Phone Number: 843.416.1112

Address: 480 Jessen Lane, Unit H

Charleston, SC 29492

10/23/07

Notary Seal
BID FORM FOR CONSTRUCTION CONTRACT

MEDICAL DISTRICT DRAINAGE TUNNEL EXTENSION AT EHRHARDT STREET

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: City of Charleston, South Carolina

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors (Section 00440) with experience statements;

C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and

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

F. Non-Collusion Affidavit of Prime Bidder (Section 00480)

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Unit Price Bids
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Mobilization</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Mobilization (5% Max of Total Base Bid Items 3-17)</td>
<td>1</td>
<td>LS</td>
<td>$600,000</td>
<td>$600,000</td>
</tr>
<tr>
<td>2</td>
<td><strong>Allowances</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Owners Discretionary Allowance</td>
<td>1</td>
<td>LS</td>
<td>$460,000.00</td>
<td>$460,000.00</td>
</tr>
<tr>
<td></td>
<td>B. Utility Relocation Allowance</td>
<td>1</td>
<td>LS</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>3</td>
<td><strong>General Items</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Surveying</td>
<td>1</td>
<td>LS</td>
<td>95,000</td>
<td>95,000</td>
</tr>
<tr>
<td></td>
<td>B. As-Built Drawings / Project Closeout</td>
<td>1</td>
<td>LS</td>
<td>17,000</td>
<td>17,000</td>
</tr>
<tr>
<td></td>
<td>C. Type 1 Contaminated Material Handling and Disposal</td>
<td>1,040</td>
<td>TON</td>
<td>87</td>
<td>90,180</td>
</tr>
<tr>
<td></td>
<td>D. Type 2 Contaminated Material Handling and Disposal</td>
<td>520</td>
<td>TON</td>
<td>90</td>
<td>46,800</td>
</tr>
<tr>
<td></td>
<td>E. Type 3 Contaminated Material Handling and Disposal</td>
<td>175</td>
<td>TON</td>
<td>600</td>
<td>35,000</td>
</tr>
<tr>
<td></td>
<td>F. Contaminated Groundwater Handling</td>
<td>90</td>
<td>DAY</td>
<td>300</td>
<td>27,000</td>
</tr>
<tr>
<td></td>
<td>G. Project Sign</td>
<td>2</td>
<td>EA</td>
<td>2,000</td>
<td>4,000</td>
</tr>
<tr>
<td>4</td>
<td><strong>Traffic Control and Temporary Signage</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Phase 1 Traffic Control</td>
<td>1</td>
<td>LS</td>
<td>69,000</td>
<td>69,000</td>
</tr>
<tr>
<td>5</td>
<td><strong>Sediment and Erosion Control</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Type E Inlet Protection</td>
<td>10</td>
<td>EA</td>
<td>880</td>
<td>8,800</td>
</tr>
<tr>
<td></td>
<td>B. 12&quot; Diameter Sediment Tubes (for Construction Fencing)</td>
<td>200</td>
<td>LF</td>
<td>130</td>
<td>26,000</td>
</tr>
<tr>
<td></td>
<td>C. Drop-In Inlet Protection</td>
<td>40</td>
<td>EA</td>
<td>1100</td>
<td>44,000</td>
</tr>
<tr>
<td></td>
<td>D. Concrete Washout Containment</td>
<td>1</td>
<td>LS</td>
<td>13,000</td>
<td>13,000</td>
</tr>
<tr>
<td></td>
<td>E. Hydroseeding</td>
<td>2,500</td>
<td>SY</td>
<td>2,50</td>
<td>6,250</td>
</tr>
<tr>
<td></td>
<td>F. Sod</td>
<td>150</td>
<td>SY</td>
<td>36</td>
<td>5,400</td>
</tr>
<tr>
<td></td>
<td>G. Silt Fencing</td>
<td>800</td>
<td>LF</td>
<td>14</td>
<td>11,200</td>
</tr>
<tr>
<td>6</td>
<td><strong>Fencing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Temporary Construction Fencing</td>
<td>1,100</td>
<td>LF</td>
<td>80</td>
<td>88,000</td>
</tr>
<tr>
<td></td>
<td>B. 12' Construction Fence (MUSC Spec)</td>
<td>65</td>
<td>LF</td>
<td>76.5</td>
<td>10,725</td>
</tr>
<tr>
<td></td>
<td>C. 8' Privacy Fencing (Replace Existing Fence in Like Kind)</td>
<td>50</td>
<td>LF</td>
<td>21.5</td>
<td>10,750</td>
</tr>
<tr>
<td></td>
<td>D. 12' Gate</td>
<td>1</td>
<td>EA</td>
<td>1400</td>
<td>14,000</td>
</tr>
<tr>
<td>7</td>
<td><strong>Near Surface Drainage</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>A. Plug and Abandon Existing Stormwater System</td>
<td>10</td>
<td>CY</td>
<td>2,900</td>
<td>29,000</td>
</tr>
<tr>
<td></td>
<td>B. Removal and Disposal of Existing Stormwater Structures</td>
<td>6</td>
<td>EA</td>
<td>3,600</td>
<td>21,600</td>
</tr>
<tr>
<td></td>
<td>C. Removal of Existing Stormwater Pipeline</td>
<td>100</td>
<td>LF</td>
<td>430</td>
<td>43,000</td>
</tr>
<tr>
<td></td>
<td>D. Clean and Inspect Existing Stormwater Pipeline (Up to 18&quot;)</td>
<td>450</td>
<td>LF</td>
<td>67</td>
<td>30,150</td>
</tr>
<tr>
<td></td>
<td>E. Plugging of Existing Stormwater System Temporary Connections (&lt; 36&quot;)</td>
<td>75</td>
<td>CY</td>
<td>230</td>
<td>17,250</td>
</tr>
</tbody>
</table>

*EJCDC® C 410, Bid Form for Construction Contract*

*Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.*

*Page 2 of 8*
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>F.</td>
<td>Plugging of Existing Stormwater System Temporary Connections (≥ 36&quot;)</td>
<td>50</td>
<td>CY</td>
<td>215</td>
<td>10,750</td>
</tr>
<tr>
<td>8</td>
<td>Pipings</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>18&quot; RCP</td>
<td>200</td>
<td>LF</td>
<td>970</td>
<td>194,000</td>
</tr>
<tr>
<td>B.</td>
<td>24&quot; RCP</td>
<td>25</td>
<td>LF</td>
<td>2345</td>
<td>59,125</td>
</tr>
<tr>
<td>C.</td>
<td>30&quot; RCP</td>
<td>200</td>
<td>LF</td>
<td>1744</td>
<td>209,280</td>
</tr>
<tr>
<td>D.</td>
<td>36&quot; RCP</td>
<td>150</td>
<td>LF</td>
<td>2450</td>
<td>367,500</td>
</tr>
<tr>
<td>E.</td>
<td>42&quot; RCP</td>
<td>40</td>
<td>LF</td>
<td>3264</td>
<td>130,560</td>
</tr>
<tr>
<td>F.</td>
<td>42&quot; Class 53 DIP</td>
<td>20</td>
<td>LF</td>
<td>6780</td>
<td>135,600</td>
</tr>
<tr>
<td>G.</td>
<td>Flowable Fill</td>
<td>250</td>
<td>CY</td>
<td>195</td>
<td>48,750</td>
</tr>
<tr>
<td>H.</td>
<td>Muck and Fill</td>
<td>100</td>
<td>CY</td>
<td>100</td>
<td>10,000</td>
</tr>
<tr>
<td>9</td>
<td>Structures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Vortex Structure</td>
<td>1</td>
<td>LS</td>
<td>1705500</td>
<td>1705500</td>
</tr>
<tr>
<td>B.</td>
<td>SCDOT Type 1</td>
<td>3</td>
<td>EA</td>
<td>13800</td>
<td>41400</td>
</tr>
<tr>
<td>C.</td>
<td>SCDOT Type 1-1A</td>
<td>2</td>
<td>EA</td>
<td>13800</td>
<td>27600</td>
</tr>
<tr>
<td>D.</td>
<td>24&quot; x 36&quot; Grade Inlet</td>
<td>4</td>
<td>EA</td>
<td>13000</td>
<td>52000</td>
</tr>
<tr>
<td>E.</td>
<td>Double 24&quot; x 36&quot; Grade Inlet</td>
<td>5</td>
<td>EA</td>
<td>16750</td>
<td>83750</td>
</tr>
<tr>
<td>F.</td>
<td>Double 24&quot; x 36&quot; Grade Inlet (w/ 4'x6' Box)</td>
<td>1</td>
<td>EA</td>
<td>14600</td>
<td>14600</td>
</tr>
<tr>
<td>G.</td>
<td>JB (4' x 4') Box</td>
<td>5</td>
<td>EA</td>
<td>201300</td>
<td>101650</td>
</tr>
<tr>
<td>H.</td>
<td>JB (4' x 4') Box w/ Conflict</td>
<td>1</td>
<td>EA</td>
<td>30400</td>
<td>30400</td>
</tr>
<tr>
<td>I.</td>
<td>JB (5' x 5') Box</td>
<td>1</td>
<td>EA</td>
<td>32500</td>
<td>32500</td>
</tr>
<tr>
<td>10</td>
<td>Site Work</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Demolition and Removal</td>
<td>1000</td>
<td>SY</td>
<td>97</td>
<td>97,000</td>
</tr>
<tr>
<td>B.</td>
<td>Removal and Disposal of Existing Concrete Sidewalk, Curb, and Driveways</td>
<td>400</td>
<td>SY</td>
<td>71</td>
<td>28,400</td>
</tr>
<tr>
<td>C.</td>
<td>Removal of Trees and Vegetation and Fencing</td>
<td>1</td>
<td>LS</td>
<td>49800</td>
<td>49800</td>
</tr>
<tr>
<td>11</td>
<td>Pavement</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Liquid Asphalt Binder PG64-22</td>
<td>10</td>
<td>TON</td>
<td>10500</td>
<td>10500</td>
</tr>
<tr>
<td>B.</td>
<td>Hot Mix Asphalt Surface Course Type B</td>
<td>150</td>
<td>TON</td>
<td>2000</td>
<td>30000</td>
</tr>
<tr>
<td>12</td>
<td>Sidewalk, Curbing &amp; Driveways</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>18&quot; Concrete Curb and Gutter</td>
<td>200</td>
<td>LF</td>
<td>95</td>
<td>19000</td>
</tr>
<tr>
<td>B.</td>
<td>4&quot; Concrete Sidewalk</td>
<td>350</td>
<td>SY</td>
<td>1483</td>
<td>53050</td>
</tr>
<tr>
<td>C.</td>
<td>6&quot; Concrete Driveway</td>
<td>60</td>
<td>SY</td>
<td>310</td>
<td>18600</td>
</tr>
<tr>
<td>D.</td>
<td>Detectable Warning Surface</td>
<td>40</td>
<td>SF</td>
<td>92</td>
<td>3680</td>
</tr>
<tr>
<td>13</td>
<td>Water Distribution</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A.</td>
<td>Contractor Provided Water Relocations</td>
<td>1</td>
<td>LS</td>
<td>53500</td>
<td>53500</td>
</tr>
<tr>
<td>B.</td>
<td>Water Relocations</td>
<td>1</td>
<td>LS</td>
<td>39600</td>
<td>39600</td>
</tr>
<tr>
<td>C.</td>
<td>Water Record Drawings and Closeout</td>
<td>1</td>
<td>LS</td>
<td>4800</td>
<td>4800</td>
</tr>
</tbody>
</table>

UIECD C-41D, Bid Form for Construction Contract.
Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
Page 3 of 8
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty.</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SANITARY SEWER</td>
<td><strong>Piping</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>A. Cut and Replace Existing 8&quot; VCP with 8&quot; PVC (C900)</td>
<td>200</td>
<td>LF</td>
<td>12.96</td>
<td>259,200</td>
</tr>
<tr>
<td></td>
<td>B. Sanitary Sewer Service Re-Connection</td>
<td>5</td>
<td>EA</td>
<td>14.08</td>
<td>70,400</td>
</tr>
<tr>
<td></td>
<td>C. Bypass Pumping</td>
<td>1</td>
<td>LS</td>
<td>24.30</td>
<td>24,300</td>
</tr>
<tr>
<td>TUNNELS AND SHAFTS</td>
<td><strong>Shaft</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>A. Ehrhardt Street Drop Shaft (54-inch)</td>
<td>1</td>
<td>LS</td>
<td>809.00</td>
<td>809,000</td>
</tr>
<tr>
<td></td>
<td>B. Geotechnical Instrumentation and Monitoring</td>
<td>1</td>
<td>LS</td>
<td>520.00</td>
<td>520,000</td>
</tr>
<tr>
<td></td>
<td><strong>Tunnel</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>A. President Street Tunnel Bulkhead</td>
<td>1</td>
<td>LS</td>
<td>347.00</td>
<td>347,000</td>
</tr>
<tr>
<td></td>
<td>B. Tunnel Excavation and Initial Support</td>
<td>1</td>
<td>LS</td>
<td>2,700.00</td>
<td>2,700,000</td>
</tr>
<tr>
<td></td>
<td>C. Tunnel Cast-In-Place Lining</td>
<td>1</td>
<td>LS</td>
<td>1,775.00</td>
<td>1,775,000</td>
</tr>
<tr>
<td></td>
<td><strong>Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>A. Tunnel Dewatering: For Bulkhead Construction Not Used.</td>
<td>1</td>
<td>LS</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>B. Tunnel Dewatering: For Bulkhead Demolition Not Used.</td>
<td>1</td>
<td>LS</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>C. Shaft &amp; Vortex Structure Inlet Piping Plugs Installation and</td>
<td>1</td>
<td>LS</td>
<td>49.00</td>
<td>49,000</td>
</tr>
<tr>
<td></td>
<td>Removal</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total Bid - Items 1-17</strong></td>
<td></td>
<td></td>
<td>$3,444,300</td>
<td>$3,444,300</td>
</tr>
</tbody>
</table>

Twelve Million Four Hundred Eighty-Seven Thousand Seven-Hundred Ninety dollars and 00/100 cents
A. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and

2. estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.02 Total Bid Price (Lump Sum and Unit Prices)

| Total Bid Price (Total of all Lump Sum and Unit Price Bids) | $12,487,790 |

ARTICLE 4—BASIS OF BID—COST-PLUS FEE

4.01 Not Used.

ARTICLE 5—PRICE-PLUS-TIME BID

5.01 Not Used.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Not Used.

6.03 Not Used.

6.04 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 Bid Acceptance Period

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 Instructions to Bidders

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
7.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>11/16/2021</td>
</tr>
<tr>
<td>2</td>
<td>11/23/2021</td>
</tr>
<tr>
<td>3</td>
<td>12/03/2021</td>
</tr>
<tr>
<td>4</td>
<td>12/22/2021</td>
</tr>
<tr>
<td>5</td>
<td>12/22/2021</td>
</tr>
<tr>
<td>6</td>
<td>12/30/2021</td>
</tr>
</tbody>
</table>

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder’s Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.

2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work, including but not limited to all requirements of the CDBG-MIT Grant Program Special Provisions, including documentation and reporting requirements.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents, including but not limited to all requirements of the CDBG-MIT Grant Program Special Provisions.

8.02 Bidder’s Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.


3. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

4. Bidder has not solicited or induced any individual or entity to refrain from bidding.

5. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
BIDDER hereby submits this Bid as set forth above:

Bidder: The Triad Engineering & Contracting Co.

By: [Signature]

Name: Paul J. Kassouf

Title: Vice President / Secretary

Date: January 06, 2022

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign. Attached

Attest: [Signature]

Name: Frank Smolar

Title: Project Manager

Date: January 06, 2022

Address for giving notices:
9715 Clinton Road
Brooklyn, OH 44144

Bidder’s Contact:

Name: Paul J. Kassouf

Title: Vice President / Secretary

Phone: 843.416.1112

Email: paul.kassouf@triad-engineering.com

Address:
480 Jessen Lane Unit H
Charleston, SC 29492

Bidder’s Contractor License No.: (if applicable) G14544 copy attached
# BID BOND (PENAL SUM FORM)

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> The Triad Engineering &amp; Contracting Co.</td>
<td><strong>Name:</strong> Travelers Casualty and Surety Company of America</td>
</tr>
<tr>
<td><strong>Address (principal place of business):</strong> 9715 Clinton Road Brooklyn, OH 44144</td>
<td><strong>Address (principal place of business):</strong> 6150 Oak Tree Blvd #500 Independence, OH 44131</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> City of Charleston, South Carolina</td>
<td><strong>Project (name and location):</strong> Medical District Drainage Tunnel Extension at Ehrhardt Street Charleston, SC</td>
</tr>
<tr>
<td><strong>Address (principal place of business):</strong> 2 George Street, Suite 2100 Charleston, SC</td>
<td><strong>Bid Due Date:</strong> January 6, 2022</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Penal Sum:</strong> Five Percent (5%) of the Total Amount Bid Plus All Add Alternates</td>
</tr>
<tr>
<td><strong>Date of Bond:</strong> January 6, 2022</td>
</tr>
</tbody>
</table>

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The Triad Engineering &amp; Contracting Co.</strong>&lt;br&gt;(Full formal name of Bidder)</td>
<td><strong>Travelers Casualty and Surety Company of America</strong>&lt;br&gt;(Full formal name of Surety) (corporate seal)</td>
</tr>
<tr>
<td><strong>By:</strong> [Signature]</td>
<td><strong>By:</strong> [Signature] (Attach Power of Attorney)</td>
</tr>
<tr>
<td><strong>Name:</strong> Paul J. Kassouf</td>
<td><strong>Name:</strong> Lori A. Proch</td>
</tr>
<tr>
<td><strong>(Printed or typed)</strong></td>
<td><strong>(Printed or typed)</strong></td>
</tr>
<tr>
<td><strong>Title:</strong></td>
<td><strong>Title:</strong> Attorney-in-Fact</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Attest:</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>By:</strong> [Signature]</td>
<td><strong>By:</strong> [Signature]</td>
<td><strong>Attest:</strong> [Signature]</td>
<td><strong>By:</strong> [Signature]</td>
</tr>
<tr>
<td><strong>Name:</strong> Frank Smolak</td>
<td><strong>Name:</strong> Paul B. Hare</td>
<td><strong>Name:</strong> Cheryl C. May</td>
<td><strong>Name:</strong> Lori A. Proch</td>
</tr>
<tr>
<td><strong>(Printed or typed)</strong></td>
<td><strong>(Printed or typed)</strong></td>
<td><strong>(Printed or typed)</strong></td>
<td><strong>(Printed or typed)</strong></td>
</tr>
<tr>
<td><strong>Title:</strong> Project Manager</td>
<td><strong>Title:</strong> Project Manager</td>
<td><strong>Title:</strong> Project Manager</td>
<td><strong>Title:</strong> Project Manager</td>
</tr>
</tbody>
</table>

| Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary. |

---

EJCDC® C-430, Bid Bond (Penal Sum Form). Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
POWDER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Lori A. Proch of Richfield, OH, their true and lawful Attorney(-s)-in-Fact to sign, execute, seal and acknowledge the following bond:

Surety Bond No.: Bid Bond
Project Description: Medical District Drainage Tunnel Extension

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.

State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026

Robert L. Raney, Senior Vice President

Anna P. Nowak, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorney(-s)-in-Fact and Agents to act for and on behalf of the Company and may give such appointees such authority as he or her certificate of authority may prescribe to sign with the Company's name and seal with the Company'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 or the Board of Directors at any time may remove such appointees and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing President, Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 6th day of January, 2022.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3860.
Please refer to the above-named Attorney(-s)-in-Fact and the date of the bond to which this Power of Attorney is attached.
**SECTION 00430  LIST OF PROPOSED SUBCONTRACTORS**

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work.

Bidder certifies that all Subcontractors listed are eligible to perform the Work, including SAM.gov registration and all applicable CDBG-MIT Grant Special Provisions requirements. An experience statement with pertinent information regarding similar projects and other evidence of qualification is required for all identified subcontractors.

<table>
<thead>
<tr>
<th>Subcontractor's Work</th>
<th>Subcontractor's Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drop Shaft drilling and installation</td>
<td>Lee &amp; Sims</td>
</tr>
<tr>
<td>Underground Concrete Work</td>
<td>Triad to self-perform</td>
</tr>
<tr>
<td>Paving</td>
<td>TruLuck Construction</td>
</tr>
<tr>
<td>Surface Concrete Work (Sidewalks, Driveways, etc.)</td>
<td>Southern Concrete</td>
</tr>
<tr>
<td>Vortex Structures</td>
<td>Southern Concrete</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>Triad to self-perform</td>
</tr>
<tr>
<td>Landscaping</td>
<td>Triad to self-perform</td>
</tr>
<tr>
<td>Storm Drainage Pipes and Structures</td>
<td>Triad to self-perform</td>
</tr>
<tr>
<td>Domestic Water Utilities</td>
<td>Triad to self-perform</td>
</tr>
<tr>
<td>Sanitary Sewer Utilities</td>
<td>Triad to self-perform</td>
</tr>
<tr>
<td>Micro Pile work @ Vortex</td>
<td>Palmetto Gunite</td>
</tr>
<tr>
<td>Geotechnical Instrumentation</td>
<td>SM&amp;B and Terracon</td>
</tr>
</tbody>
</table>

00430-1 of 2
In addition to the proposed Subcontractors listed above, the following Subcontractors are proposed for use in performing the Work on subcontracts which will exceed five percent (5%) of the Contract Price.

<table>
<thead>
<tr>
<th>Subcontractor’s Work</th>
<th>Subcontractor’s Name</th>
<th>% of Contract Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: This form must be submitted with the Bid in accordance with the Instructions to Bidders.

Bidder: The Triad Engineering & Contracting Co.

Name (printed): Paul J. Kassouf

Signature: [signature]

Title: Vice President / Secretary

Address: 9715 Clinton Road

Brooklyn, OH 44144

(End Section 00430)
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

Paul J. Kassouf, being first duly sworn, deposes and says that:

1. He is Vice President / Secretary of The Triad Engineering & Contracting Co., the Bidder that has submitted the attached Bid:

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid:

   a. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Charleston, SC or any person interested in the proposed Contract; and,

   b. the price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(signed)

(Title) Vice President / Secretary

Subscribed and sworn to before me
this the 16th day of January, 2022.

Notary Public for South Carolina
My Commission Expires 10-27-2026

(End Section 00480)
Mail to: The company or individual you are contracting with.
The undersigned nonresident taxpayer on oath, being first duly sworn, hereby certifies as follows:

1. Name of Nonresident Taxpayer: The Triad Engineering & Contracting Co.

2. Trade Name, if applicable (doing business as):

3. Mailing Address: 9715 Clinton Road, Brooklyn, OH 44144

4. Federal Employer Identification Number (FEIN): 34-1546419

5. X Hiring or Contracting with: City of Charleston
   Name:
   Address: 2 George Street, Suite 2100, Charleston, SC 29401
   Receiving Rentals or Royalties From:
   Name:
   Address:

6. I hereby certify that the above named nonresident taxpayer is currently registered with (check the appropriate box):
   X The South Carolina Secretary of State or March 1, 1995
   X The South Carolina Department of Revenue:
   Date of Registration: February 2, 1999

7. I understand that by this registration, the above named nonresident taxpayer has agreed to be subject to the jurisdiction of the South Carolina Department of Revenue and the courts of South Carolina to determine its South Carolina tax liability, including estimated taxes, together with any related interest and penalties.

8. I understand the South Carolina Department of Revenue may revoke the withholding exemption granted under Code Section 12-8-550 (temporarily doing business or professional services in South Carolina) or Code Section 12-8-540 (rentals) at any time it determines that the above named nonresident taxpayer is not cooperating with the Department in the determination of its correct South Carolina tax liability.

The undersigned understands that any false statement contained herein could be punished by fine, imprisonment or both.

Recognizing that I am subject to the criminal penalties under Code Section 12-54-44(B)(6)(a)(i), I declare that I have examined this affidavit and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Nonresident Taxpayer (Owner, Partner or Corporate Officer, when relevant) (Seal) 1-6-22 Date

If Corporate Officer, state title: Vice President / Secretary

Paul J. Kassouf (Name - Please Print)
INFORMATION
NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT

Submit this form to the company or individual you are contracting with.

Do not submit this form to South Carolina Department of Revenue.

PURPOSE OF AFFIDAVIT
A person is not required to withhold taxes for a nonresident taxpayer who submits an affidavit certifying that they are registered with either the South Carolina Secretary of State or the South Carolina Department of Revenue.

REQUIREMENTS TO MAKE WITHHOLDING PAYMENTS
Code Section 12-8-550 requires persons hiring or contracting with a nonresident taxpayer to withhold 2% of each payment made to the nonresident where the payments under the contract exceed $10,000. However, this section does not apply to payments on purchase orders for tangible personal property when those payments are not accompanied by services to be performed in this state.

Code Section 12-8-540 requires persons making payment to a nonresident taxpayer of rentals or royalties at a rate of $1,200 or more a year for the use of or for the privilege of using property in South Carolina to withhold 7% of the total of each payment made to a nonresident taxpayer who is not a corporation and 5% if the payment is made to a corporation.

Our Internet address is: www.dor.sc.gov
NOTICE OF AWARD

Date of Issuance:

Owner: City of Charleston, South Carolina  
Owner’s Project No.: 

Engineer: Davis & Floyd, Inc. and Black & Veatch  
Engineer’s Project No.: 31874.00

Project: Medical District Drainage Tunnel Extension at Ehrhardt Street

Contract Name:

Bidder: The Triad Engineering and Contracting Co.

Bidder’s Address: 9715 Clinton Road, Brooklyn, OH 44144

You are notified that Owner has accepted your Bid dated 01/06/2022 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Construction of a stormwater tunnel and drop shaft structure that will service a portion of the Medical District. The Ehrhardt Tunnel will be connected to the Spring Fishburne US 17 Drainage Tunnel System at the existing Cannon Street Shaft. Construction includes one 54-inch outside diameter steel drilled drop shaft to a depth of approximately 140 feet below grade; a concrete vortex structure; a concrete bulbhead in an existing tunnel; approximately 900 feet of 8-feet inside diameter cast-in-place concrete tunnel; installation of surface drainage collection piping and structures; and all other associated activities.

The Contract Price of the awarded Contract is $12,487,790. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes. Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Six (6) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner six (6) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):
   a. None.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.
AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Charleston, South Carolina ("Owner") and The Triad Engineering
& Contracting Co. ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary
Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work
is generally described as follows:

Construction of a stormwater tunnel and drop shaft structure that will service a portion of the
Medical District. The Ehrhardt Tunnel will be connected to the Spring Fishburne US 17 Drainage
Tunnel System at the existing Cannon Street Shaft. Construction includes one 54-inch outside
diameter steel drilled drop shaft to a depth of approximately 140 feet below grade; a concrete
vortex structure; a concrete bulkhead in an existing tunnel; approximately 900 feet of 8-feet inside
diameter cast-in-place concrete tunnel; installation of surface drainage collection piping and
structures; and all other associated activities.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as
follows:

Providing a drainage connection between the Medical District and the Spring/Fishburne drainage
tunnel network.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Davis & Floyd, Inc. and Black & Veatch Corporation ("Engineer") to act as
Owner's representative, assume all duties and responsibilities of Engineer, and have the rights
and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 Time is of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness
for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Dates

A Not Used.
4.03 Contract Times: Days

A. The Work will be substantially complete within 365 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 425 days after the date when the Contract Times commence to run.

4.04 Milestones

A. Not Used.

4.05 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. **Substantial Completion**: Contractor shall pay Owner $5,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. **Completion of Remaining Work**: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $2,500 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) of $12,487,790.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments
   "A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions."

6.02 Progress Payments; Retainage
   "A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on or about the 30th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

   1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
      "a. 90% percent of the value of the Work completed (with the balance being retainage).
         1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and"
      "b. 90% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage)."

   B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200% percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment."

6.03 Final Payment
   "A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions."

6.04 Consent of Surety
   "A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release."

6.05 Interest
   "A. All amounts not paid when due will bear interest at the rate of 0% percent per annum."
ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents
A. The Contract Documents consist of all of the following:
   1. This Agreement.
   2. Bonds:
      a. Performance bond (together with power of attorney).
      b. Payment bond (together with power of attorney).
   3. General Conditions.
   4. Supplementary Conditions.
   5. Specifications as listed in the table of contents of the project manual (copy of list attached).
   8. Addenda (numbers 1 to 6, inclusive).
   9. Exhibits to this Agreement (enumerated as follows):
      a. Geotechnical Baseline Report
      b. Geotechnical Data Report
      c. Contractor's Bid and Attachments dated 01/06/2022
   10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
      a. Notice to Proceed.
      b. Work Change Directives.
      c. Change Orders.
      d. Field Orders.
      e. Warranty Bond, if any.
B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
C. There are no Contract Documents other than those listed above in this Article 7.
D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations
A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
8.02 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

B. Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

C. Contractor certifies that it is under no contractual or other impediment that would prevent them from complying with HUD’s regulations in 24 CFR part 135.

D. Contractor certifies that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor’s obligations under 24 CFR part 135.

E. Contractor certifies that the Contractor provides workers’ compensation insurance coverage for each employee of the contractor employed on the project.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _________________ (MM/DD/YYYY) (which is the Effective Date of the Contract).

Owner:

<table>
<thead>
<tr>
<th>(typed or printed name of organization)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>(individual's signature)</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>(date signed)</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>(typed or printed)</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>(typed or printed)</td>
</tr>
<tr>
<td>Attest:</td>
</tr>
<tr>
<td>(individual's signature)</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>(typed or printed)</td>
</tr>
<tr>
<td>Address for giving notices:</td>
</tr>
</tbody>
</table>

-----------------------------------------------

Contractor:

<table>
<thead>
<tr>
<th>(typed or printed name of organization)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
</tr>
<tr>
<td>(individual's signature)</td>
</tr>
<tr>
<td>Date:</td>
</tr>
<tr>
<td>(date signed)</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>(typed or printed)</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>(typed or printed)</td>
</tr>
<tr>
<td>(if [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)</td>
</tr>
<tr>
<td>Attest:</td>
</tr>
<tr>
<td>(individual's signature)</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>(typed or printed)</td>
</tr>
<tr>
<td>Address for giving notices:</td>
</tr>
</tbody>
</table>

-----------------------------------------------

Designated Representative:

| Name:                                  |
| (typed or printed)                     |
| Title:                                 |
| (typed or printed)                     |
| Address:                               |

-----------------------------------------------

Phone: 

Email: 

(if [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: 

State: 

(Where applicable)
NOTICE TO PROCEED

Owner: City of Charleston, South Carolina  Owner’s Project No.:  
Engineer: David & Floyd, Inc. and Black & Veatch  Engineer’s Project No.:  031874.00  
Contractor: The Triad Engineering & Contracting Co.  Contractor’s Project No.:  
Project: Medical District Drainage Tunnel Extension at Ehrhardt Street  

Effective Date of Contract:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on ______________________ (MM/DD/YYYY) pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is 365 from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of ______________________ (MM/DD/YYYY); and the number of days to achieve readiness for final payment is 425 from the commencement date of the Contract Times, resulting in a date for readiness for final payment of ______________________ (MM/DD/YYYY).

Before starting any Work at the Site, Contractor must comply with the following:

Owner: City of Charleston, South Carolina

By (signature): ______________________________________________________

Name (printed): _____________________________________________________

Title: ______________________________________________________________

Date Issued: _________________________________________________________

Copy: Engineer
## PERFORMANCE BOND

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Address <em>(principal place of business):</em></td>
<td>Address <em>(principal place of business):</em></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: City of Charleston, South Carolina</td>
<td>Description <em>(name and location):</em> Medical District Drainage Tunnel Extension at Ehrhardt Street Charleston, SC</td>
</tr>
<tr>
<td>Mailing address <em>(principal place of business):</em>: 2 George Street, Suite 2100 Charleston, SC</td>
<td>Contract Price:</td>
</tr>
<tr>
<td></td>
<td>Effective Date of Contract:</td>
</tr>
</tbody>
</table>

### Bond

<table>
<thead>
<tr>
<th>Bond Amount:</th>
<th>Date of Bond:</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(Date of Bond cannot be earlier than Effective Date of Contract)</em></td>
<td></td>
</tr>
</tbody>
</table>

Modified to this Bond form:

- None
- See Paragraph 15

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

<table>
<thead>
<tr>
<th>Contractor as Principal</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>(Full formal name of Contractor)</em></td>
<td><em>(Full formal name of Surety) (corporate seal)</em></td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td><em>(Signature)</em></td>
<td><em>(Signature)</em> (Attach Power of Attorney)</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td><em>(Printed or typed)</em></td>
<td><em>(Printed or typed)</em></td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Attest:</td>
<td>Attest:</td>
</tr>
<tr>
<td><em>(Signature)</em></td>
<td><em>(Signature)</em></td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td><em>(Printed or typed)</em></td>
<td><em>(Printed or typed)</em></td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor fully performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety’s obligation under this Bond will arise after:
   3.1. The Owner declares a Contractor Default, terminates the Construction Contract, and notifies the Surety; and

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety’s expense take one of the following actions:
   4.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   4.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
   4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      4.4.1 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner.

6. If the Surety elects to act under Paragraph 4.1, 4.2, or 4.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
   6.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
   6.2. additional legal, design professional, and delay costs resulting from the Contractor’s Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
   6.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
7. If the Surety elects to act under Paragraph 4.1, 4.3, or 4.4, the Surety's liability is limited to the amount of this Bond.

8. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

10. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

11. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Definitions

13.1. **Balance of the Contract Price**—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including, but not limited to, allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

13.2. **Construction Contract**—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

13.3. **Contractor Default**—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

13.4. **Owner Default**—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

13.5. **Contract Documents**—All the documents that comprise the agreement between the Owner and Contractor.

14. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

15. Modifications to this Bond are as follows: None.
# PAYMENT BOND

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: [Full formal name of Contractor]</td>
<td>Name:</td>
</tr>
<tr>
<td>Address (principal place of business):</td>
<td>Address (principal place of business):</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Owner</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: City of Charleston, South Carolina</td>
<td>Description (name and location):</td>
</tr>
<tr>
<td>Mailing address (principal place of business):</td>
<td>Medical District Drainage Tunnel Extension at</td>
</tr>
<tr>
<td>2 George Street, Suite 2100</td>
<td>Ehrhardt Street</td>
</tr>
<tr>
<td>Charleston, SC</td>
<td>Charleston, SC</td>
</tr>
<tr>
<td>Contract Price:</td>
<td>Effective Date of Contract:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bond Amount:</td>
</tr>
<tr>
<td>Date of Bond:</td>
</tr>
<tr>
<td>(Date of Bond cannot be earlier than Effective Date of Contract)</td>
</tr>
<tr>
<td>Modifications to this Bond form:</td>
</tr>
<tr>
<td>☐ None ☐ See Paragraph 16</td>
</tr>
</tbody>
</table>

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

<table>
<thead>
<tr>
<th>Contractor as Principal</th>
<th>Surety</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Full formal name of Contractor)</td>
<td>(Full formal name of Surety) (corporate seal)</td>
</tr>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>(Signature)</td>
<td>(Signature)</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>(Printed or typed)</td>
<td>(Printed or typed)</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Attest:</td>
<td>Attest:</td>
</tr>
<tr>
<td>(Signature)</td>
<td>(Signature)</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>(Printed or typed)</td>
<td>(Printed or typed)</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. if the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. Upon notice of a claim as set forth below, the Surety shall promptly and at the Surety’s expense defend, indemnify, and hold harmless the Owner against such claim, demand, lien, or suit.

4. The Surety’s obligations to a Claimant under this Bond will arise after the following:

   4.1. Claimants who do not have a direct contract with the Contractor
       4.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
       4.1.2. have sent a Claim to the Surety (at the address described in Paragraph 11).

   4.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 11).

5. If a notice of non-payment required by Paragraph 4.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant’s obligation to furnish a written notice of non-payment under Paragraph 4.1.1.

6. When a Claimant has satisfied the conditions of Paragraph 4.1 or 4.2, whichever is applicable, the Surety shall promptly and at the Surety’s expense take the following actions:

   6.1. Send an answer to the Claimant, with a copy to the Owner, within forty-five (45) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

   6.2. Pay or arrange for payment of any undisputed amounts.

6.3. The Surety’s failure to discharge its obligations under Paragraph 6.1 or 6.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 6.1 or 6.2, the Surety shall indemnify the Claimant for the reasonable attorney’s fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

7. The Surety’s total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney’s fees provided under Paragraph 6.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

8. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make
payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

10. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 4.1.2 or 4.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

11. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

13. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. Definitions

14.1. Claim—A written statement by the Claimant including at a minimum:

14.1.1. The name of the Claimant;

14.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

14.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

14.1.4. A brief description of the labor, materials, or equipment furnished;

14.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

14.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

14.1.7. The total amount of previous payments received by the Claimant; and

14.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

14.2. Claimant—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or
entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor’s subcontractors, and all other items for which a mechanic’s lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

14.3. Construction Contract—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

14.4. Owner Default—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. Contract Documents—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.
APPLICATION FOR PAYMENT

Prepared By

EJCDCC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed By

CSI
Building Knowledge
Improving Project Delivery

NUCA
We Dig America
The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.
GUIDELINES FOR THE INTENDED USE OF EJCDC C-620,
APPLICATION FOR PAYMENT

1.0 PURPOSE AND INTENDED USE OF THE DOCUMENT

The Application for Payment is used to facilitate periodic progress payments to the Contractor for Work completed and for stored materials and equipment (referred to in this document as "Stored Materials"). For additional information regarding the Application for Payment, see EJCDC® C–700, Standard General Conditions of the Construction Contract (2018), Paragraph 15.01, and EJCDC® C–001, Commentary on the 2018 EJCDC Construction Documents (2018).

2.0 APPLICATION FOR PAYMENT OVERVIEW

This document was prepared in Microsoft Excel due to the number of calculations involved in the preparation of the Application for Payment. The application consists of a Summary worksheet, and 3 supporting worksheets: Lump Sum worksheet, Unit Price worksheet, and Stored Materials worksheet.

2.1 Summary Worksheet — calculates the amount to be paid to the Contractor at the end of each Application for Payment period. This calculation imports numbers from the supporting worksheets to determine the value of the Work completed and Stored Materials, calculate retainage, and deduct amounts previously paid to determine the amount the Contractor should be paid for the current application period. Application periods are typically one month; however these periods may be extended when Contractor’s efforts do not result in the billable completion of Work or storage of materials and equipment during the payment period.

2.2 Lump Sum Worksheet — calculates the total value for completed Work for which compensation is paid on a Lump Sum basis. The schedule of values included in this worksheet reflects a breakdown of lump sum Work items to which Contractor and Engineer have agreed, pursuant to Article 2 of the General Conditions. Costs for Stored Materials associated with lump sum items are included on this worksheet to calculate the total value for completed lump sum Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for materials currently stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.

2.3 Unit Price Worksheet — calculates the total value for completed Work for which compensation is paid on a Unit Price basis. The schedule of values included in this spreadsheet is typically a tabulation of Unit Price items from the Agreement. Costs for Stored Materials associated with unit price items are included in this worksheet to calculate the total value for completed Unit Price Work and associated Stored Materials. This total is exported to the Summary worksheet. Separate totals for Work Completed and for Materials Currently Stored are also exported to the Summary worksheet for use in calculating the amount of retainage to be held for each.
2.4 Stored Materials Worksheet — calculates the total value for materials and equipment that have been purchased and are being stored until they are incorporated into the Work. This worksheet adds materials and equipment to the worksheet as they are brought to the site and stored; such Stored Materials are then deducted from the Stored Materials worksheet total as they are incorporated into the Work, providing a running net value for the materials and equipment remaining in storage. The values of Stored Materials must be manually added to the Lump Sum or Unit Price line items. These do not automatically update when changes are made. The amount of materials remaining in storage is eligible for payment but must be tracked separately from Work completed since different retainage rates may apply to Work completed and Stored Materials.

3.0 Instructions for filling out the Payment Application form

3.1 Project-specific information is to be entered in the top portion (header) of the Summary worksheet. This same information will automatically be copied to the other worksheets to complete the headers on all other worksheets.

3.2 Outside of the header, data can be entered in non-shaded cells when the sheet is protected. Cells shaded light blue contain equations that will automatically transfer data from other cells or make calculations to complete the worksheet. Altering any of these cells can result in errors in the Application for Payment. It is recommended that the worksheets be protected at all times unless alterations are deliberately being made to the Application for Payment form other than to enter data. See Paragraph 4.0 below for information on Protection of Worksheets.

3.3 Enter information regarding each item in the Lump Sum and/or Unit Price worksheets. For Lump Sum projects, each item should represent an item in the schedule of values prepared by the Contractor and approved by the Engineer/Owner, breaking down the Lump Sum amount into measurable components. For Unit Price contracts, use numbers from the Agreement as the schedule of values. Specific information on the data to be entered into each column may be seen by clicking on the header description for that column. Similar comments may be seen for cells in the "Totals" row that indicates how the number is calculated and where this number is exported to another part of the spreadsheet. See the Commentary for additional information.

3.4 The equations in the Summary worksheet use numbers imported from both the Lump Sum and Unit Price worksheets. Projects will typically either use the Lump Sum or the Unit Price worksheet, but some projects may use both. If one of the worksheets is not used, it should be hidden and not deleted. If it is deleted, Users will need to correct the equations in the Summary worksheet by unprotecting the worksheet and editing the equations. To hide a worksheet, right click on the worksheet tab at the bottom of the worksheet and select "Hide." To unhide a worksheet, right click on any worksheet tab and select "Unhide," and then select the worksheet to unhide and click "Okay." This same process may be used to hide these Guidelines for Use.
4.0 Protection of Worksheets

4.1 The cells in this Workbook that create the forms or contain equations have been coded to "lock" the cells that should not be altered. It is recommended that the Workbook be Protected (cells locked) at all times unless it is necessary to add or delete rows. Directions for adding and deleting rows are provided in the next section. Passwords can be used to lock the Protect / Unprotect settings on spreadsheets, however the worksheets in this workbook do not require a password.

4.2 To unprotect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Unprotect Sheet." To protect a worksheet, click on the "Review" menu tab at the top of Excel, then click "Protect Sheet." This will open a dialog box in which the User is allowed to select protection options. It is recommended that only the top two checkboxes for "Select Locked Cells" and "Select Unlocked Cells" be checked. This will reset the protection for the Worksheet.

5.0 Adding and Deleting Rows

5.1 A limited number of blank rows are provided in the Lump Sum, Unit Price, and Stored Material worksheets. Additional rows may be added to these worksheets by the User. The first step in this process is to unprotect the worksheet as previously discussed. After the sheet is unprotected, move with caution to prevent inadvertently deleting any cells that contain equations. To insert a row, right click in the row heading at the left of the spreadsheet and select "Insert." A new row will be inserted at the location where the cursor was placed in the row heading. If more than one new row is desired, left click and drag the cursor to include the desired number of rows, right click in the selected row headings and then select "Insert." It is important that the line immediately above the "Totals" row not be included in the rows selected. Doing so will require that equations in the "Totals" row be adjusted. When rows are inserted, Excel automatically adjusts the equations to include the new rows, unless the row directly above the "Totals" row is also selected.

5.2 After new rows are inserted, it is important to copy a line from one of the original rows so correct formatting and equations are copied into each new row. To do this, select the row to be copied by clicking the cell in Column A and dragging the cursor to the last column in the table. Then select "Copy" from the menu or type CTRL+C to copy the cells. Excel will show that this row has been copied by showing a moving dashed line around the cells that are to be copied. Then select the new rows into which the information is to be copied as before and select Paste from the menu or type CTRL+V.

5.3 To delete an unused row, right click in the row heading on the left of the spreadsheet for the row to be deleted and select "Delete." The selected row will be deleted. If more than one row is to be deleted, left click and drag the cursor to the desired number of rows to be deleted and then right click to open the menu and select "Delete." Unlike the admonition on adding new rows, it is okay to delete the row just above the "Totals" row.

5.4 After rows have been added or deleted, it is important reset the worksheet protection.
6.0 Saving Files

This file is provided as a Microsoft® Excel Open XML workbook template (.xltx) to prevent this file from being inadvertently changed. When an application for payment is created for a specific project it should be saved as an Excel workbook (.xlsx) file. To do this, select Save As (F12), type in a new file name and select Excel Workbook (.xlsx) from the drop down Save As Type menu.

7.0 License Agreement

This document is subject to the terms and conditions of the License Agreement, 2018 EJCDC® Construction Series Documents. A copy of the License Agreement was furnished at the time of purchase of this document, and is available for review at www.ejcdc.org and the websites of EJCDC's sponsoring organizations.
Contractor's Application for Payment

<table>
<thead>
<tr>
<th>Owner:</th>
<th>Owner's Project No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer:</td>
<td>Engineer's Project No.:</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Contractor's Project No.:</td>
</tr>
<tr>
<td>Project:</td>
<td></td>
</tr>
<tr>
<td>Contract:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Application No.:</th>
<th>Application Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Application Period:</th>
<th>From</th>
<th>to</th>
</tr>
</thead>
</table>

1. Original Contract Price $ -
2. Net change by Change Orders $ -
3. Current Contract Price (Line 1 + Line 2) $ -
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total) $ -
5. Retainage
   a. _____ X $ _____ - Work Completed $ -
   b. _____ X $ _____ - Stored Materials $ -
   c. Total Retainage (Line 5.a + Line 5.b) $ -
6. Amount eligible to date (Line 4 - Line 5.c) $ -
7. Less previous payments (Line 6 from prior application) $ -
8. Amount due this application $ -
9. Balance to finish, including retainage (Line 3 - Line 4) $ -

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

1. All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
2. Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
3. All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

4. Contractor has prepared a weekly certified payroll report for the Contractor and all subcontractors and has submitted such report(s) to the Owner for every week included in this Application Period.

**Contractor:**

**Signature:** ________________________________  **Date:** __________

**Recommended by Engineer**  **Approved by Owner**

<table>
<thead>
<tr>
<th>By:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

**Approved by Funding Agency**
### Progress Estimate - Lump Sum Work

<table>
<thead>
<tr>
<th>Application No.</th>
<th>Application Period: From</th>
<th>to</th>
<th>Application Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Scheduled Value ($)</td>
<td>(D + E) From Previous Application ($)</td>
<td>This Period ($)</td>
<td>Materials Currently Stored (not in D or E) ($)</td>
<td>Work Completed and Materials Stored to Date (D + E + F) ($)</td>
<td>% of Scheduled Value (G / C) (%)</td>
<td>Balance to Finish (C - G) ($)</td>
</tr>
</tbody>
</table>

| Original Contract | - | - | - | - | - | - | - | - |

<p>| Original Contract Totals | $ | - | $ | - | $ | - | $ | - | - | $ | - |</p>
<table>
<thead>
<tr>
<th>Application No.</th>
<th>Application Period: From</th>
<th>to</th>
<th>Application Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
</tr>
<tr>
<td>Item No.</td>
<td>Description</td>
<td>Scheduled Value ($)</td>
<td>Work Completed $(D + E) From Previous Application ($)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Change Orders**

<p>| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |</p>
<table>
<thead>
<tr>
<th>Bid Item No.</th>
<th>Description</th>
<th>Item Quantity</th>
<th>Units</th>
<th>Unit Price ($)</th>
<th>Value of Bid Item (C x E) ($)</th>
<th>Estimated Quantity Incorporated in the Work</th>
<th>Value of Work Completed to Date (F x G) ($)</th>
<th>Materials Currently Stored (not in G) ($)</th>
<th>Work Completed and Materials Stored to Date (H + I) ($)</th>
<th>% of Value of Item (J / F) (%)</th>
<th>Balance to Finish ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Original Contract Totals</td>
<td>$</td>
<td>-</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Bid Item No.</td>
<td>Description</td>
<td>Item Quantity</td>
<td>Units</td>
<td>Unit Price ($)</td>
<td>Value of Bid Item (C × E) ($)</td>
<td>Estimated Quantity Incorporated in the Work (F)</td>
<td>Value of Work Completed to Date (E × G) ($)</td>
<td>Materials Currently Stored (not in G) ($)</td>
<td>Work Completed and Materials Stored to Date (H × I) ($)</td>
<td>% of Value of Item (I / F) (%)</td>
<td>Balance to Finish (F - I) ($)</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------</td>
<td>---------------</td>
<td>-------</td>
<td>----------------</td>
<td>-------------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------------------</td>
<td>-----------------------------------</td>
<td>------------------------------------------------</td>
<td>-----------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change Orders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change Order Totals</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Original Contract and Change Orders</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Totals</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>
CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Charleston, South Carolina
Engineer: Davis & Floyd, Inc. and Black & Veatch Corporation
Contractor:
Project: Medical District Drainage Tunnel Extension at Ehrhardt Street
Contract Name:

This □ Preliminary □ Final Certificate of Substantial Completion applies to:
□ All Work □ The following specified portions of the Work:

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: [Enter date, as determined by Engineer]

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work must be as provided in the Contract, except as amended as follows:

Amendments to Owner's Responsibilities: □ None □ As follows:

[List amendments to Owner's Responsibilities]

Amendments to Contractor's Responsibilities: □ None □ As follows:

[List amendments to Contractor's Responsibilities]

The following documents are attached to and made a part of this Certificate:

[List attachments such as punch list; other documents]

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.
NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Charleston, South Carolina  
Engineer: Davis & Floyd, Inc. and Black & Veatch  
Contractor:  
Project: Medical District Drainage Tunnel Extension at Ehrhardt Street  
Contract Name:  
Notice Date: 

Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract’s Contract Documents (“Contract Documents”) and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] (“Owner-Engineer Agreement”). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer’s professional opinion.

3. This Notice has been prepared to the best of Engineer’s knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor’s Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer’s knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.

5. This Notice is not a guarantee or warranty of Contractor’s performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner’s reservations of rights with respect to completion and final payment.

Engineer

By (signature):  
Name (printed):  
Title:  

EJCDC® C-626, Notice of Acceptability of Work.  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
# STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Article 1—Definitions and Terminology</td>
<td>1</td>
</tr>
<tr>
<td>1.01</td>
<td>Defined Terms</td>
<td>1</td>
</tr>
<tr>
<td>1.02</td>
<td>Terminology</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>Article 2—Preliminary Matters</td>
<td>7</td>
</tr>
<tr>
<td>2.01</td>
<td>Delivery of Performance and Payment Bonds; Evidence of Insurance</td>
<td>7</td>
</tr>
<tr>
<td>2.02</td>
<td>Copies of Documents</td>
<td>7</td>
</tr>
<tr>
<td>2.03</td>
<td>Before Starting Construction</td>
<td>7</td>
</tr>
<tr>
<td>2.04</td>
<td>Preconstruction Conference; Designation of Authorized Representatives</td>
<td>8</td>
</tr>
<tr>
<td>2.05</td>
<td>Acceptance of Schedules</td>
<td>8</td>
</tr>
<tr>
<td>2.06</td>
<td>Electronic Transmittals</td>
<td>8</td>
</tr>
<tr>
<td>3</td>
<td>Article 3—Contract Documents: Intent, Requirements, Reuse</td>
<td>9</td>
</tr>
<tr>
<td>3.01</td>
<td>Intent</td>
<td>9</td>
</tr>
<tr>
<td>3.02</td>
<td>Reference Standards</td>
<td>9</td>
</tr>
<tr>
<td>3.03</td>
<td>Reporting and Resolving Discrepancies</td>
<td>10</td>
</tr>
<tr>
<td>3.04</td>
<td>Requirements of the Contract Documents</td>
<td>10</td>
</tr>
<tr>
<td>3.05</td>
<td>Reuse of Documents</td>
<td>11</td>
</tr>
<tr>
<td>4</td>
<td>Article 4—Commencement and Progress of the Work</td>
<td>11</td>
</tr>
<tr>
<td>4.01</td>
<td>Commencement of Contract Times; Notice to Proceed</td>
<td>11</td>
</tr>
<tr>
<td>4.02</td>
<td>Starting the Work</td>
<td>11</td>
</tr>
<tr>
<td>4.03</td>
<td>Reference Points</td>
<td>11</td>
</tr>
<tr>
<td>4.04</td>
<td>Progress Schedule</td>
<td>12</td>
</tr>
<tr>
<td>4.05</td>
<td>Delays in Contractor’s Progress</td>
<td>12</td>
</tr>
<tr>
<td>5</td>
<td>Article 5—Site; Subsurface and Physical Conditions; Hazardous Environmental Conditions</td>
<td>13</td>
</tr>
<tr>
<td>5.01</td>
<td>Availability of Lands</td>
<td>13</td>
</tr>
<tr>
<td>5.02</td>
<td>Use of Site and Other Areas</td>
<td>14</td>
</tr>
<tr>
<td>5.03</td>
<td>Subsurface and Physical Conditions</td>
<td>15</td>
</tr>
<tr>
<td>5.04</td>
<td>Differing Subsurface or Physical Conditions</td>
<td>16</td>
</tr>
</tbody>
</table>
5.05 Underground Facilities ................................................................. 17
5.06 Hazardous Environmental Conditions at Site ................................. 19

Article 6—Bonds and Insurance ............................................................... 21
6.01 Performance, Payment, and Other Bonds ...................................... 21
6.02 Insurance—General Provisions ...................................................... 22
6.03 Contractor’s Insurance ................................................................. 24
6.04 Builder’s Risk and Other Property Insurance ................................. 25
6.05 Property Losses; Subrogation ....................................................... 25
6.06 Receipt and Application of Property Insurance Proceeds ................... 27

Article 7—Contractor’s Responsibilities ...................................................... 27
7.01 Contractor’s Means and Methods of Construction ......................... 27
7.02 Supervision and Superintendence .................................................. 27
7.03 Labor; Working Hours .................................................................. 27
7.04 Services, Materials, and Equipment .............................................. 28
7.05 “Or Equals” .............................................................................. 28
7.06 Substitutes .................................................................................. 29
7.07 Concerning Subcontractors and Suppliers ..................................... 31
7.08 Patent Fees and Royalties ............................................................. 32
7.09 Permits ...................................................................................... 33
7.10 Taxes ........................................................................................ 33
7.11 Laws and Regulations .................................................................. 33
7.12 Record Documents ....................................................................... 33
7.13 Safety and Protection .................................................................. 34
7.14 Hazard Communication Programs ................................................. 35
7.15 Emergencies ............................................................................... 35
7.16 Submittals .................................................................................. 35
7.17 Contractor’s General Warranty and Guarantee .............................. 38
7.18 Indemnification ........................................................................... 39
7.19 Delegation of Professional Design Services .................................... 39

Article 8—Other Work at the Site ............................................................. 40
8.01 Other Work ............................................................................... 40
8.02 Coordination ............................................................................. 41
8.03 Legal Relationships ................................................................... 41
Article 9—Owner’s Responsibilities......................................................................................... 42
  9.01 Communications to Contractor .................................................................................. 42
  9.02 Replacement of Engineer ......................................................................................... 42
  9.03 Furnish Data .............................................................................................................. 42
  9.04 Pay When Due ........................................................................................................... 42
  9.05 Lands and Easements; Reports, Tests, and Drawings .............................................. 43
  9.06 Insurance .................................................................................................................. 43
  9.07 Change Orders .......................................................................................................... 43
  9.08 Inspections, Tests, and Approvals .............................................................................. 43
  9.09 Limitations on Owner’s Responsibilities .................................................................. 43
  9.10 Undisclosed Hazardous Environmental Condition .................................................. 43
  9.11 Evidence of Financial Arrangements ....................................................................... 43
  9.12 Safety Programs ........................................................................................................ 43

Article 10—Engineer’s Status During Construction ................................................................. 44
  10.01 Owner’s Representative ............................................................................................ 44
  10.02 Visits to Site ............................................................................................................. 44
  10.03 Resident Project Representative .............................................................................. 44
  10.04 Engineer’s Authority ................................................................................................ 44
  10.05 Determinations for Unit Price Work ......................................................................... 45
  10.06 Decisions on Requirements of Contract Documents and Acceptability of Work .... 45
  10.07 Limitations on Engineer’s Authority and Responsibilities ....................................... 45
  10.08 Compliance with Safety Program ............................................................................ 45

Article 11—Changes to the Contract ....................................................................................... 46
  11.01 Amending and Supplementing the Contract ............................................................ 46
  11.02 Change Orders ........................................................................................................ 46
  11.03 Work Change Directives .......................................................................................... 46
  11.04 Field Orders ............................................................................................................. 47
  11.05 Owner-Authorized Changes in the Work .................................................................. 47
  11.06 Unauthorized Changes in the Work ......................................................................... 47
  11.07 Change of Contract Price ........................................................................................ 47
  11.08 Change of Contract Times ....................................................................................... 49
  11.09 Change Proposals ..................................................................................................... 49
  11.10 Notification to Surety ............................................................................................... 50
Article 12—Claims

12.01 Claims

Article 13—Cost of the Work; Allowances; Unit Price Work

13.01 Cost of the Work

13.02 Allowances

13.03 Unit Price Work

Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work

14.01 Access to Work

14.02 Tests, Inspections, and Approvals

14.03 Defective Work

14.04 Acceptance of Defective Work

14.05 Uncovering Work

14.06 Owner May Stop the Work

14.07 Owner May Correct Defective Work

Article 15—Payments to Contractor; Set-Offs; Completion; Correction Period

15.01 Progress Payments

15.02 Contractor’s Warranty of Title

15.03 Substantial Completion

15.04 Partial Use or Occupancy

15.05 Final Inspection

15.06 Final Payment

15.07 Waiver of Claims

15.08 Correction Period

Article 16—Suspension of Work and Termination

16.01 Owner May Suspend Work

16.02 Owner May Terminate for Cause

16.03 Owner May Terminate for Convenience

16.04 Contractor May Stop Work or Terminate

Article 17—Final Resolution of Disputes

17.01 Methods and Procedures

Article 18—Miscellaneous

18.01 Giving Notice

18.02 Computation of Times
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with
initial capital letters, including the term’s singular and plural forms, will have the meaning
indicated in the definitions below. In addition to terms specifically defined, terms with initial
capital letters in the Contract Documents include references to identified articles and
paragraphs, and the titles of other documents or forms.

1. Addenda—Written or graphic instruments issued prior to the opening of Bids which
clarify, correct, or change the Bidding Requirements or the proposed Contract
Documents.

2. Agreement—The written instrument, executed by Owner and Contractor, that sets forth
the Contract Price and Contract Times, identifies the parties and the Engineer, and
designates the specific items that are Contract Documents.

3. Application for Payment—The document prepared by Contractor, in a form acceptable to
Engineer, to request progress or final payments, and which is to be accompanied by such
supporting documentation as is required by the Contract Documents.

4. Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for
the Work to be performed.

5. Bidder—An individual or entity that submits a Bid to Owner.

6. Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and
all Addenda.

7. Bidding Requirements—The Advertisement or invitation to bid, Instructions to Bidders,
Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. Change Order—A document which is signed by Contractor and Owner and authorizes an
addition, deletion, or revision in the Work or an adjustment in the Contract Price or the
Contract Times, or other revision to the Contract, issued on or after the Effective Date of
the Contract.

9. Change Proposal—A written request by Contractor, duly submitted in compliance with
the procedural requirements set forth herein, seeking an adjustment in Contract Price or
Contract Times; contesting an initial decision by Engineer concerning the requirements of
the Contract Documents or the acceptability of Work under the Contract Documents;
challenging a set-off against payments due; or seeking other relief with respect to the
terms of the Contract.

10. Claim

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance
with the procedural requirements set forth herein, seeking an adjustment of Contract
Price or Contract Times; contesting an initial decision by Engineer concerning the
requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer’s decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer’s decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

14. Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

15. Contract Times—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. Contractor—The individual or entity with which Owner has contracted for performance of the Work.

17. Cost of the Work—See Paragraph 13.01 for definition.

18. Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the
recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. **Engineer**—The individual or entity named as such in the Agreement.

23. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. **Hazardous Environmental Condition**—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
   a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
   b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
   c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

25. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

26. **Liens**—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

27. **Milestone**—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.

28. **Notice of Award**—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.

29. **Notice to Proceed**—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

30. **Owner**—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

31. **Progress Schedule**—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.

32. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

34. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

35. **Schedule of Submittals**—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.

36. **Schedule of Values**—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

38. **Site**—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.

39. **Specifications**—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

40. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

41. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations; source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. **Successful Bidder**—The Bidder to which the Owner makes an award of contract.

44. **Supplementary Conditions**—The part of the Contract that amends or supplements these General Conditions.

45. **Supplier**—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

46. **Technical Data**
   a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
   b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
   c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. **Unit Price Work**—Work to be paid for on the basis of unit prices.

49. **Work**—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. **Work Change Directive**—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
1.02 Terminology

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. Intent of Certain Terms or Adjectives: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. Day: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;
2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
F. **Contract Price or Contract Times:** References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2—PRELIMINARY MATTERS**

2.01 **Delivery of Performance and Payment Bonds; Evidence of Insurance**

A. **Performance and Payment Bonds:** When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. **Evidence of Contractor's insurance:** When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.

C. **Evidence of Owner's Insurance:** After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 **Copies of Documents**

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 **Before Starting Construction**

A. **Preliminary Schedules:** Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work
into component parts in sufficient detail to serve as the basis for progress payments
during performance of the Work. Such prices will include an appropriate amount of
overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference; Designation of Authorized Representatives

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer,
and others as appropriate will be held to establish a working understanding among the parties
as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for
handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment,
electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual
to act as its authorized representative with respect to the services and responsibilities under
the Contract. Such individuals shall have the authority to transmit and receive information,
render decisions relative to the Contract, and otherwise act on behalf of each respective
party.

2.05 Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended
by Contractor, Engineer, and others as appropriate, will be held to review the schedules
submitted in accordance with Paragraph 2.03.A. No progress payment will be made to
Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression
of the Work to completion within the Contract Times. Such acceptance will not impose
on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or
progress of the Work, nor interfere with or relieve Contractor from Contractor’s full
responsibility therefor.

2. Contractor’s Schedule of Submittals will be acceptable to Engineer if it provides a
workable arrangement for reviewing and processing the required submittals.

3. Contractor’s Schedule of Values will be acceptable to Engineer as to form and substance
if it provides a reasonable allocation of the Contract Price to the component parts of the
Work.

4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and
resubmit the schedule.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor
may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and
Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic
Documents by Electronic Means, the transmitting party makes no representations as to long-
term compatibility, usability, or readability of the Electronic Documents resulting from the
recipient’s use of software application packages, operating systems, or computer hardware
differing from those used in the drafting or transmittal of the Electronic Documents.
ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility
inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. Reporting Discrepancies

1. Contractor’s Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. Contractor’s Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

   a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

   b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer’s written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner’s express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 Starting the Work

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer’s judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the
established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor’s Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor’s performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor’s sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.
D. Contractor’s entitlement to an adjustment of Contract Times or Contract Price is limited as follows:

1. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.

2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;

4. The number of days’ increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment
and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading of Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;

2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and

3. Technical Data contained in such reports and drawings.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by Contractor on Technical Data: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. Limitations of Other Data and Documents: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
5.04 Differing Subsurface or Physical Conditions

A. Notice by Contractor: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. Engineer’s Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations.

C. Owner’s Statement to Contractor Regarding Site Condition: After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations, in whole or in part.

D. Early Resumption of Work: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer’s review or Owner’s issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. Possible Price and Times Adjustments

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in
Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

   b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

   c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

A. Contractor's Responsibilities: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

   1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

   2. complying with applicable state and local utility damage prevention Laws and Regulations;
3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. Engineer's Review: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. Owner's Statement to Contractor Regarding Underground Facility: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. Early Resumption of Work: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. Possible Price and Times Adjustments

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown
or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor’s entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the Underground Facility in question.

4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor’s remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;

2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures
of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner’s written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special
conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner’s own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual’s or entity’s own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor’s obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or
Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 Insurance—General Provisions

A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by
Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor’s liability policies) on each Subcontractor’s commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor’s entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner’s termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party’s interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor’s interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor’s liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor’s Insurance

A. Required Insurance: Contractor shall purchase and maintain Worker’s Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. General Provisions: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;

2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and

5. include all necessary endorsements to support the stated requirements.

C. Additional Insureds: The Contractor’s commercial general liability, automobile liability, employer’s liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 Builder's Risk and Other Property Insurance

A. Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. Property Insurance for Facilities of Owner Where Work Will Occur: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. Property Insurance for Substantially Complete Facilities: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. Insurance of Other Property; Additional Insurance: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 Property Losses; Subrogation

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against
Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.
6.06  *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01  *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02  *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03  *Labor, Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor’s employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor’s own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

7.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 "Or Equals"

A. Contractor’s Request; Governing Criteria: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that the proposed item:

      1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics.

---

EJCDC® C-700, Standard General Conditions of the Construction Contract.  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.  
Page 28 of 70
2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
3) has a proven record of performance and availability of responsive service; and
4) is not objectionable to Owner.

b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
   1) there will be no increase in cost to the Owner or increase in Contract Times; and
   2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. Contractor's Expense: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.

E. Treatment as a Substitution Request: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

A. Contractor's Request; Governing Criteria: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

a. will certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design;

2) be similar in substance to the item specified; and

3) be suited to the same use as the item specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from the item specified; and

2) available engineering, sales, maintenance, repair, and replacement services.

d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. Engineer's Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. Reimbursement of Engineer's Cost: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
E. **Contractor's Expense**: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. **Effect of Engineer's Determination**: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 **Concerning Subcontractors and Suppliers**

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.
7.09 **Permits**

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 **Taxes**

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 **Laws and Regulations**

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 **Record Documents**

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.
7.13  **Safety and Protection**

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
   a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
   b. determine and verify:
      1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
      2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
      3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
   c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. **Submittal Procedures for Shop Drawings and Samples**: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. **Shop Drawings**
   a. Contractor shall submit the number of copies required in the Specifications.
   b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. **Samples**
   a. Contractor shall submit the number of Samples required in the Specifications.
   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. **Engineer's Review of Shop Drawings and Samples**

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will
document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer’s charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer’s charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

   a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.

   b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.

   c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor’s warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and

2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.

C. Contractor’s warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor’s obligation to perform the Work in accordance with the Contract Documents, or a release of Owner’s warranty and guarantee rights under this Paragraph 7.17:

1. Observations by Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Shop Drawing or Sample submittal;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or
9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor’s performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause suchOwner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor’s design professional when submitted by Contractor to Engineer.
D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer’s review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner’s employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner’s employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner’s employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others’ work with the written consent of Engineer and the others whose work will be affected.
E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor’s rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner’s employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor’s failure to take reasonable and customary measures with respect to Owner’s other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor’s failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor’s actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.
9.05 Lands and Easements; Reports, Tests, and Drawings
   A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
   B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
   C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 Insurance
   A. Owner’s responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 Change Orders
   A. Owner’s responsibilities with respect to Change Orders are set forth in Article 11.

9.08 Inspections, Tests, and Approvals
   A. Owner’s responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.8.

9.09 Limitations on Owner’s Responsibilities
   A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

9.10 Undisclosed Hazardous Environmental Condition
   A. Owner’s responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 Evidence of Financial Arrangements
   A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner’s obligations under the Contract (including obligations under proposed changes in the Work).

9.12 Safety Programs
   A. While at the Site, Owner’s employees and representatives shall comply with the specific applicable requirements of Contractor’s safety programs of which Owner has been informed.
   B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.
ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 Owner’s Representative
   A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

10.02 Visits to Site
   A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

   B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Resident Project Representative
   A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.

   B. If Owner designates an individual or entity who is not Engineer’s consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 Engineer’s Authority
   A. Engineer has the authority to reject Work in accordance with Article 14.

   B. Engineer’s authority as to Submittals is set forth in Paragraph 7.16.

   C. Engineer’s authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner’s delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

   D. Engineer’s authority as to changes in the Work is set forth in Article 11.
E. Engineer’s authority as to Applications for Payment is set forth in Article 15.

10.05 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 Limitations on Engineer’s Authority and Responsibilities

A. Neither Engineer’s authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer’s review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 Compliance with Safety Program

A. While at the Site, Engineer’s employees and representatives will comply with the specific applicable requirements of Owner’s and Contractor’s safety programs of which Engineer has been informed.
ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer’s recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner’s acceptance of defective Work under Paragraph 14.04 or Owner’s correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer’s recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 Work Change Directives

A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive’s effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 Field Orders

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.

B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 Owner- Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer’s recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor’s safety obligations under the Contract Documents or Laws and Regulations.

11.06 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:
1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit will be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;

   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

   d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

   e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.
11.08 Change of Contract Times

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 Change Proposals

A. Purpose and Content: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. Change Proposal Procedures

1. Submittal: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. Supporting Data: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
   a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
   b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

   The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. Engineer’s Initial Review: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. Engineer’s Full Review and Action on the Change Proposal: Upon receipt of Contractor’s supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor’s supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change
Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. **Binding Decision:** Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

C. **Resolution of Certain Change Proposals:** If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. **Post-Completion:** Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

### 11.10 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

### ARTICLE 12—CLAIMS

#### 12.01 Claims

A. **Claims Process:** The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.

B. **Submittal of Claim:** The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge
and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.

D. Mediation

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.

E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. Purposes for Determination of Cost of the Work: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers’ compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor’s Cost of the Work and fee will be determined in the same manner as Contractor’s Cost of the Work as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:
   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor’s employees incurred in discharge of duties connected with the Work.
   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are
consumed in the performance of the Work, and cost, less market value, of such items 
used but not consumed which remain the property of Contractor.

1) In establishing included costs for materials such as scaffolding, plating, or 
sheeting, consideration will be given to the actual or the estimated life of the 
material for use on other projects; or rental rates may be established on the basis 
of purchase or salvage value of such items, whichever is less. Contractor will not 
be eligible for compensation for such items in an amount that exceeds the 
purchase cost of such item.

c. Construction Equipment Rental

1) Rentals of all construction equipment and machinery, and the parts thereof, in 
accordance with rental agreements approved by Owner as to price (including any 
surcharge or special rates applicable to overtime use of the construction 
equipment or machinery), and the costs of transportation, loading, unloading, 
assembly, dismantling, and removal thereof. All such costs will be in accordance 
with the terms of said rental agreements. The rental of any such equipment, 
machinery, or parts must cease when the use thereof is no longer necessary for 
the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related 
entity will be paid at a rate shown for such equipment in the equipment rental 
rate book specified in the Supplementary Conditions. An hourly rate will be 
computed by dividing the monthly rates by 176. These computed rates will 
include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, 
Claim, set-off, or other adjustment in Contract Price ("changed Work"), included 
costs will be based on the time the equipment or machinery is in use on the 
changed Work and the costs of transportation, loading, unloading, assembly, 
dismantling, and removal when directly attributable to the changed Work. The 
cost of any such equipment or machinery, or parts thereof, must cease to accrue 
when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which 
Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or 
anyone directly or indirectly employed by any of them or for whose acts any of them 
may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not 
compensated by insurance or otherwise, sustained by Contractor in connection with 
the performance of the Work (except losses and damages within the deductible 
amounts of builder's risk or other property insurance established in accordance with 
Paragraph 6.04), provided such losses and damages have resulted from causes other 
than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly 
employed by any of them or for whose acts any of them may be liable. Such losses 
include settlements made with the written consent and approval of Owner. No such 
losses, damages, and expenses will be included in the Cost of the Work for the 
purpose of determining Contractor's fee.
g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. Costs Excluded: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor’s officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor’s principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor’s fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor’s principal and branch offices other than Contractor’s office at the Site.

4. Any part of Contractor’s capital expenses, including interest on Contractor’s capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. Contractor’s Fee

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

   a. Contractor’s fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

   b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor’s fee will be determined as follows:

      1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

      2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor’s fee for any Work covered by a Change
Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

E. **Documentation and Audit:** Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor’s accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor’s fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 **Allowances**

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. **Cash Allowances:** Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor’s costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.

C. **Owner’s Contingency Allowance:** Contractor agrees that an Owner’s contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 **Unit Price Work**

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor’s overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer’s preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer’s written decision
thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
   b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.

B. Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. Notice of Defects: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. Preservation of Warranties: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner’s special warranty and guarantee, if any, on said Work.

F. Costs and Damages: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,
losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 **Acceptance of Defective Work**

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 **Uncovering Work**

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 **Owner May Stop the Work**

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,
or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation
establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer’s review of Contractor’s Work for the purposes of recommending payments nor Engineer’s recommendation of any payment, including final payment, will impose responsibility on Engineer:
   a. to supervise, direct, or control the Work;
   b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
   c. for Contractor’s failure to comply with Laws and Regulations applicable to Contractor’s performance of the Work;
   d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
   e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer’s opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer’s opinion to protect Owner from loss because:
   a. the Work is defective, requiring correction or replacement;
   b. the Contract Price has been reduced by Change Orders;
   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
   d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. Reductions in Payment by Owner

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
   a. Claims have been made against Owner based on Contractor’s conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor’s conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. The Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. The Contract Price has been reduced by Change Orders;

i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;

j. Liquidated or other damages have accrued as a result of Contractor’s failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to a set-off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner’s refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 Contractor’s Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time
submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor’s notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner’s objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner’s use or occupancy of the Work following Substantial Completion, review the builder’s risk insurance policy with respect to the end of the builder’s risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner’s use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without
significant interference with Contractor’s performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder’s risk or other property insurance.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 Final Payment

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment must be accompanied (except as previously delivered) by:
   a. all documentation called for in the Contract Documents;
   b. consent of the surety, if any, to final payment;
   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
d. a list of all duly pending Change Proposals and Claims; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner’s property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer’s Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer’s observation of the Work during construction and final inspection, and Engineer’s review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor’s other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer’s recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer’s opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer’s written recommendation of final payment and issuance of notice of the acceptability of the Work.

E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner’s receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,
appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor’s repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner’s written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor’s failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
F. Contractor’s obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor’s persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor’s disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor’s repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days’ written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,
attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor’s services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 Owner May Terminate for Convenience

A. Upon 7 days’ written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days’ written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The
provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

B. Final Resolution of Disputes: For any dispute subject to resolution under this article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 Limitation of Damages

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 No Waiver

A. A party’s non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 Successors and Assigns

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

## TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Article</th>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 1</td>
<td>Definitions and Terminology</td>
<td>1</td>
</tr>
<tr>
<td>1.01</td>
<td>Defined Terms</td>
<td>1</td>
</tr>
<tr>
<td>Article 2</td>
<td>Preliminary Matters</td>
<td>2</td>
</tr>
<tr>
<td>2.01</td>
<td>Delivery of Bonds and Evidence of Insurance</td>
<td>2</td>
</tr>
<tr>
<td>2.03</td>
<td>Before Starting Construction</td>
<td>2</td>
</tr>
<tr>
<td>2.05</td>
<td>Acceptance of Schedules</td>
<td>3</td>
</tr>
<tr>
<td>2.06</td>
<td>Electronic Transmittals</td>
<td>3</td>
</tr>
<tr>
<td>Article 3</td>
<td>Contract Documents: Intent, Requirements, Reuse</td>
<td>4</td>
</tr>
<tr>
<td>Article 4</td>
<td>Commencement and progress of the work</td>
<td>4</td>
</tr>
<tr>
<td>4.01</td>
<td>Commencement of Contract Times; Notice to Proceed</td>
<td>4</td>
</tr>
<tr>
<td>4.05</td>
<td>Delays in Contractor’s Progress</td>
<td>4</td>
</tr>
<tr>
<td>Article 5</td>
<td>Site, Subsurface and Physical Conditions, Hazardous Environmental Conditions</td>
<td>5</td>
</tr>
<tr>
<td>5.01</td>
<td>Availability of Lands</td>
<td>5</td>
</tr>
<tr>
<td>5.02</td>
<td>Use of Site and Other Areas</td>
<td>6</td>
</tr>
<tr>
<td>5.03</td>
<td>Subsurface and Physical Conditions</td>
<td>7</td>
</tr>
<tr>
<td>5.04</td>
<td>Differing Subsurface or Physical Conditions</td>
<td>9</td>
</tr>
<tr>
<td>5.05</td>
<td>Underground Facilities</td>
<td>11</td>
</tr>
<tr>
<td>5.06</td>
<td>Hazardous Environmental Conditions at Site</td>
<td>11</td>
</tr>
<tr>
<td>Article 6</td>
<td>Bonds and Insurance</td>
<td>12</td>
</tr>
<tr>
<td>6.01</td>
<td>Performance, Payment, and Other Bonds</td>
<td>12</td>
</tr>
<tr>
<td>6.02</td>
<td>Insurance—General Provisions</td>
<td>13</td>
</tr>
<tr>
<td>6.03</td>
<td>Contractor’s Insurance</td>
<td>14</td>
</tr>
<tr>
<td>6.04</td>
<td>Builder’s Risk and Other Property Insurance</td>
<td>19</td>
</tr>
<tr>
<td>Article 7</td>
<td>Contractor’s Responsibilities</td>
<td>21</td>
</tr>
<tr>
<td>7.02</td>
<td>Supervision and Superintendence</td>
<td>21</td>
</tr>
<tr>
<td>7.03</td>
<td>Labor; Working Hours</td>
<td>21</td>
</tr>
<tr>
<td>7.04</td>
<td>Services, Materials, and Equipment</td>
<td>22</td>
</tr>
<tr>
<td>7.05</td>
<td>“Or Equals”</td>
<td>22</td>
</tr>
</tbody>
</table>
7.07 Concerning Subcontractors, Suppliers, and Others .................................................. 23
7.08 Patent Fees and Royalties ......................................................................................... 23
7.09 Permits .................................................................................................................. 23
7.11 Laws and Regulations ......................................................................................... 24
7.16 Submittals ........................................................................................................... 25
7.18 Indemnification .................................................................................................... 25
7.19 Delegation of Professional Design Services ......................................................... 27

Article 8—Other Work at the Site ................................................................................ 27
  8.02 Coordination ....................................................................................................... 27
  8.03 Legal Relationships ............................................................................................ 28

Article 9—Owner's Responsibilities .......................................................................... 29
  9.01 Communications to Contractor ......................................................................... 29

Article 10—Engineer's Status During Construction ................................................. 29
  10.01 Owner's Representative .................................................................................... 29
  10.06 Decisions on Requirements of Contract Documents and Acceptability of Work .................................................................................................................. 31

Article 11—Changes to the Contract ......................................................................... 31
  11.03 Work Change Directives .................................................................................. 31
  11.08 Change of Contract Times .............................................................................. 31

Article 12—Claims ....................................................................................................... 32
  12.01 Claims .............................................................................................................. 32

Article 13—Cost of Work; Allowances, Unit Price Work ......................................... 32
  13.01 Cost of the Work .............................................................................................. 32
  13.03 Unit Price Work .............................................................................................. 32

Article 14—Tests and Inspections; Correction, Removal, or Acceptance of Defective Work ........................................................................................................ 33
  14.01 Access to Work ............................................................................................... 33

Article 15—Payments to Contractor, Set Offs; Completions; Correction Period .......................................................... 33
  15.01 Progress Payments .......................................................................................... 33
  15.03 Substantial Completion ................................................................................... 34
  15.06 Final Payment .................................................................................................. 34
  15.08 Correction Period ............................................................................................ 35
  15.09 Contractors Continuing Obligation .................................................................. 35

Article 16—Suspension of Work and Termination ....................................................... 35
  16.01 Owner May Suspend Work .............................................................................. 35
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>16.02</td>
<td>Owner May Terminate for Cause</td>
<td>35</td>
</tr>
<tr>
<td>16.03</td>
<td>Owner may Terminate for Convenience</td>
<td>36</td>
</tr>
<tr>
<td>16.04</td>
<td>Contractor May Stop Work or Terminate</td>
<td>36</td>
</tr>
<tr>
<td>16.05</td>
<td>Termination of the Contract by Either Party</td>
<td>36</td>
</tr>
<tr>
<td>Article 17—Final Resolutions of Disputes</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>17.01</td>
<td>Methods and Procedures</td>
<td>37</td>
</tr>
<tr>
<td>Article 18—Miscellaneous</td>
<td>37</td>
<td></td>
</tr>
<tr>
<td>18.06</td>
<td>Survival of Obligations</td>
<td>37</td>
</tr>
<tr>
<td>18.11</td>
<td>Waiver and Limitation on Damages</td>
<td>37</td>
</tr>
<tr>
<td>Article 19—Jurisdiction of Governing Authorities</td>
<td>38</td>
<td></td>
</tr>
<tr>
<td>Article 20—NonResident Taxpayer Registration Affidavit Income Tax Withholding and NonResident Withholding Bond</td>
<td>38</td>
<td></td>
</tr>
<tr>
<td>20.01</td>
<td>NonResident Taxpayer Registration Affidavit Income Tax Withholding and NonResident Withholding Bond</td>
<td>38</td>
</tr>
<tr>
<td>Article 21—Owner’s Attorney Fees</td>
<td>39</td>
<td></td>
</tr>
<tr>
<td>21.01</td>
<td>Owner’s Attorney Fees</td>
<td>39</td>
</tr>
<tr>
<td>Article 22—Cost Reduction Proposal</td>
<td>39</td>
<td></td>
</tr>
<tr>
<td>22.01</td>
<td>Cost Reduction Proposal</td>
<td>39</td>
</tr>
<tr>
<td>Article 23—Ethics</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>23.01</td>
<td>Ethics</td>
<td>40</td>
</tr>
<tr>
<td>Article 24—Bribes</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>24.01</td>
<td>Bribes</td>
<td>40</td>
</tr>
<tr>
<td>Article 25—Abuse, Use, sale or possession of drugs or intoxicants</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>25.01</td>
<td>Abuse, Use, Sale or Possession of Drugs or Intoxicants</td>
<td>40</td>
</tr>
<tr>
<td>Article 26—Sexual Harrasment</td>
<td>41</td>
<td></td>
</tr>
<tr>
<td>26.01</td>
<td>Sexual Harrasment</td>
<td>41</td>
</tr>
<tr>
<td>Article 27—Nondiscrimination Policy</td>
<td>41</td>
<td></td>
</tr>
<tr>
<td>27.01</td>
<td>Nondiscrimination Policy</td>
<td>41</td>
</tr>
<tr>
<td>Article 28—Subcontracting</td>
<td>41</td>
<td></td>
</tr>
<tr>
<td>28.01</td>
<td>Subcontracting</td>
<td>41</td>
</tr>
<tr>
<td>Article 29—CDBG-MIT Grant Program Special Provisions</td>
<td>42</td>
<td></td>
</tr>
<tr>
<td>29.01</td>
<td>CDBG-MIT Grant Program Introduction</td>
<td>42</td>
</tr>
<tr>
<td>29.02</td>
<td>Amendments</td>
<td>43</td>
</tr>
<tr>
<td>29.03</td>
<td>Contractor Record Keeping and Reporting</td>
<td>43</td>
</tr>
<tr>
<td>Section</td>
<td>Description</td>
<td>Page</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------</td>
</tr>
<tr>
<td>29.04</td>
<td>Program Related Fraud, Waste, and Abuse</td>
<td>44</td>
</tr>
<tr>
<td>29.05</td>
<td>Remedies</td>
<td>44</td>
</tr>
<tr>
<td>29.06</td>
<td>Rights to Inventions Made Under a Contract or Agreement</td>
<td>44</td>
</tr>
<tr>
<td>29.07</td>
<td>Debarment and Suspension</td>
<td>45</td>
</tr>
<tr>
<td>29.08</td>
<td>Records of Non-Federal Entities</td>
<td>45</td>
</tr>
<tr>
<td>29.09</td>
<td>Record Retention</td>
<td>46</td>
</tr>
<tr>
<td>29.10</td>
<td>Section 3 Compliance</td>
<td>47</td>
</tr>
<tr>
<td>29.11</td>
<td>Contracting with Small and Minority Businesses, Women's Businesses, Women's Business Enterprises, and Labor Surplus Area Firms</td>
<td>48</td>
</tr>
<tr>
<td>29.12</td>
<td>Equal Employment Opportunity</td>
<td>48</td>
</tr>
<tr>
<td>29.13</td>
<td>Davis-Bacon Act Compliance</td>
<td>49</td>
</tr>
<tr>
<td>29.14</td>
<td>Copeland Act</td>
<td>50</td>
</tr>
<tr>
<td>29.15</td>
<td>Contract Work Hours and Safety Standards Act</td>
<td>50</td>
</tr>
<tr>
<td>29.16</td>
<td>Clean Air Act and Clean Water Act</td>
<td>52</td>
</tr>
<tr>
<td>29.17</td>
<td>Byrd Anti-Lobbying Amendment</td>
<td>53</td>
</tr>
<tr>
<td>29.18</td>
<td>Solid Waste Disposal Act</td>
<td>53</td>
</tr>
<tr>
<td>29.19</td>
<td>Domestic Preferences for Procurements</td>
<td>53</td>
</tr>
<tr>
<td>29.20</td>
<td>Workers' Compensation Certification and Compliance</td>
<td>54</td>
</tr>
<tr>
<td>29.21</td>
<td>Mandatory Pre-Construction Conference</td>
<td>54</td>
</tr>
<tr>
<td>29.22</td>
<td>Project Payroll Reviews</td>
<td>54</td>
</tr>
</tbody>
</table>
SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

SC-1.01 Delete and replace definitions 11 and 24 in Paragraph 1.01.A with the following:

11. Constituent of Concern—Asbestos; petroleum; radioactive materials; polychlorinated biphenyls (PCBs); hazardous waste; Contaminated Environmental Media; Metal Bearing Protective Coatings, Paints, and Liners; metals such as but not limited to arsenic, cadmium, chrome, cobalt, lead, and mercury; and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

24. Hazardous Environmental Condition—The presence at the Site of Constituents of Concern, including, but not limited to, Contaminated Environmental Media, asbestos, Metal Bearing Protective Coatings, Paints, and Liners, polychlorinated biphenyls (PCBs), petroleum, Hazardous Waste, radioactive material, metals such as but not limited to arsenic, cadmium, chrome, cobalt, lead, and mercury, and other Hazardous Substances; in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto or cause them to come under the application of a federal, state, or local regulation. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:

1. **Geotechnical Baseline Report (GBR)**—The interpretive report prepared by or for Owner regarding subsurface conditions at the Site and containing specific baseline geotechnical conditions that may be anticipated or relied upon for bidding and contract administration purposes, subject to the controlling provisions of the Contract, including the GBR’s own terms. The GBR is a Contract Document.

2. **Geotechnical Data Report (GDR)**—The factual report that collects and presents data regarding actual subsurface conditions at or adjacent to the Site, including Technical Data and other geotechnical data, prepared by or for Owner in support of the Geotechnical Baseline Report. The GDR’s content may include logs of borings, trenches, and other site investigations, recorded measurements of subsurface water levels, the results of field and laboratory testing, and descriptions of the investigative and testing programs. The GDR does not include an interpretation of the data. If opinions, or interpretive or speculative non-factual comments or statements appear in a document that is labeled a GDR, such opinions, comments, or statements are not operative parts of the GDR and do not have contractual standing. Subject to that exception, the GDR is a Contract Document.

ARTICLE 2—PRELIMINARY MATTERS

2.01 **Delivery of Bonds and Evidence of Insurance**

SC-2.01 Delete Paragraphs 2.01.B. and C. in their entirety and insert the following in their place:

B. **Evidence of Contractor’s Insurance:** When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies (including all endorsements, and identification of applicable self-insured retentions and deductibles) of insurance required to be provided by Contractor in this Contract. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

1. Notwithstanding anything to the contrary, Owner reserves the right to require complete, certified copies of all required insurance policies, including policy declarations and any endorsements required by the Contract Documents, at any time.

C. **Evidence of Owner’s Insurance:** After receipt from Contractor of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor copies of the policies of insurance to be provided by Owner in this Contract (if any). Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

2.03 **Before Starting Construction**

SC-2.03 Delete Paragraph 2.03.A.1 in its entirety and replace with the following paragraph:

1. a preliminary Progress Schedule meeting the requirements set forth in specification Section 01310 – Construction Progress Schedule;
SC-2.03  Add paragraph 2.03.A.4 immediately following paragraph 2.03.A.3:

2. a schedule of estimated monthly payments to the Contractor by the Owner. The schedule shall be revised and resubmitted each time an Application for Payment varies more than ten percent from the estimated payment schedule.

2.05 Acceptance of Schedules

SC-2.05  Delete Paragraph 2.05.A.1 in its entirety and replace with the following paragraph:

1. Acceptance of the Progress Schedule will not impose on Engineer responsibility for the Progress Schedule for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractors full responsibility, therefore.

   a. The preliminary Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times, and meets the requirements set forth in paragraph SC 2.03.1

   b. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to Completion within the Contract Times, and meets the requirements set forth in specification section 01310 – Construction Progress Schedule.

2.06 Electronic Transmittals

SC-2.06  Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner’s response to the Request, and to the following conditions to which Contractor agrees:

   a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer’s purposes solely, and is being provided to Contractor on an “AS IS” basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor’s application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

   b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived
from such data will be at the Contractor’s sole risk and the Contractor waives any
claims against Engineer or Owner arising from use of data in Electronic Documents
covered by the Request.

c. Contractor shall indemnify and hold harmless Owner and Engineer and their
subconsultants from all claims, damages, losses, and expenses, including attorneys'
fees and defense costs arising out of or resulting from Contractor’s use, adaptation,
or distribution of any Electronic Documents provided under the Request.

d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise
distribute this information (in source or modified file format) to any third party
without the direct written authorization of Engineer, unless such distribution is
specifically identified in the Request and is limited to Contractor’s subcontractors.
Contractor warrants that subsequent use by Contractor’s subcontractors complies
with all terms of the Contract Documents and Owner’s response to Request.

3 In the event that Owner elects to provide or directs the Engineer to provide to Contractor
any Contractor-requested Electronic Document versions of Project information that is
not explicitly identified in the Contract Documents as being available to Contractor, the
Owner shall be reimbursed by Contractor on an hourly basis (at Engineer’s published
hourly rates) for any engineering costs necessary to create or otherwise prepare the data
in a manner deemed appropriate by Engineer.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions for this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

SC-4.01 Delete Paragraph 4.01.A and replace with the following:

B. The Contract Times will commence to run on the 30th day after the Effective Date of the
Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed.
A Notice to Proceed may be given at any time within 30 days after the Effective Date of the
Contract. In no event will the Contract Times commence to run later than the 90th day after
the day of Bid opening or the 60th day after the Effective Date of the Contract, whichever
date is earlier without a written agreement signed by Owner and Contractor.

4.05 Delays in Contractor’s Progress

SC-4.05 Delete Paragraph 4.05.A in its entirety and replace with the following:

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes
with the performance or progress of the Work, then Contractor may be entitled to an
equitable adjustment in the Contract Price or Contract Times. Contractor’s entitlement to
any adjustment of the Contract Times is conditioned on such adjustment being essential to
Contractor’s ability to complete the Work within the Contract Times. For any compensable
delays, the Contractor’s recovery for the delay shall be limited to daily time related field
overhead expenses times the number of compensable delay days.
Delete Paragraph 4.05.C in its entirety and replace with the following:

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor may be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. Abnormal weather conditions;
3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
4. Acts of war or terrorism.

Amend Paragraph 4.05.C by adding the following subparagraphs:

5. Weather-Related Delays
   a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
   b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with Specification Section 01310 – Construction Progress Schedule, paragraph 15.03 and subsequent subparagraphs.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

Add the following new paragraph immediately after Paragraph 5.01.C.:

1. Offsite storage arrangements shall be approved in advance by Owner for all materials and equipment not incorporated into the Work but included in Applications for Payment. Such offsite storage arrangements shall be presented in writing and shall afford adequate and satisfactory security and protection. Offsite storage facilities shall be fully bonded, shall be within 30 miles of the main project site, and shall be accessible to Owner and Engineer.
5.02 Use of Site and Other Areas

SC-5.02 Delete and Replace Paragraph 5.02.A.2 with the following:

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, defend, indemnify, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible. However, no party to be indemnified hereunder shall be entitled to indemnity for claims, actions, losses, or damages which proximately result from their sole negligence.

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.A.2:

3. Contractor, its employees, or subcontractors shall confine its construction operations within the limits indicated on the Drawings.
   a. On Private Property:
      1) Contractor shall not enter any private property outside the designated construction easement boundaries without written permission from the owner of the property.
      2) Easements across private property are indicated on the Drawings. If surface access is required, and allowed by the easement agreement, Contractor shall set stakes to mark the boundaries of construction easements across private property. The stakes shall be protected and maintained until completion of construction and site cleanup.
   b. Work Within Highway Right-of-Way:
      1) All Work performed and all operations of Contractor, its employees, or subcontractors within the limits of the highway rights-of-way shall be in conformity with the requirements and be subject to authority (through Owner) of the highway authority owning or having jurisdiction over and control of the right-of-way (SCDOT or the City of Charleston) in each case.

4. Existing utilities must be kept in continuous operation throughout the construction period, unless otherwise noted in the Contract Documents.
a. No interruption will be permitted which adversely affects the degree of service provided unless coordinated with and approved by the respective utility owner.

b. Contractor shall give notice(s) sufficiently in advance to enable the affected persons/entities to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.

5.03 Subsurface and Physical Conditions

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: The Supplementary Conditions hereby identify:

1. those reports of explorations and tests of subsurface conditions at or adjacent to the Site (other than any Geotechnical Data Report or Geotechnical Baseline Report) that contain Technical Data. Such reports are as follows:
   a. Report Title: None available.
   b. Date of Report: None available.
   c. Technical Data in report upon which Contractor may rely: None available.

2. those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data. Such drawings are as follows:
   a. Drawings Title: None available.
   b. Date of Drawings: None available
   c. Technical Data in drawings upon which Contractor may rely: None available.

3. Contractor may examine copies of reports and drawings identified immediately above that were not included with the Bidding Documents at [location] during regular business hours, or may request copies from Engineer, at the cost of reproduction.

B. Underground Facilities: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph SC-5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

C. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

D. Limitations of Other Data and Documents: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner’s archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

E. Geotechnical Baseline Report

1. This Contract contains a Geotechnical Baseline Report ("GBR"), identified as follows: Geotechnical Baseline Report for Medical District Drainage Tunnel Extension at Ehrhardt Street dated November 5, 2021, prepared by Black & Veatch Corp., Charleston, South Carolina. This Contract also contains a Geotechnical Data Report (GDR), identified as follows: Geotechnical Data Report for Medical District Drainage Tunnel Extension at Ehrhardt Street dated November 5, 2021, prepared by Black & Veatch Corp., Charleston, South Carolina.

2. The GBR and GDR are incorporated as Contract Documents. The GBR and GDR are to be used in conjunction with other Contract Documents, including the Drawings and Specifications. If there is a conflict between the terms of the GBR and the GDR, the GBR’s terms prevail.

3. The GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (referred to here in the Supplementary Conditions as “Baseline Conditions”). These may include ground, geological, groundwater, and other subsurface geotechnical conditions, and baselines of anticipated Underground Facilities or subsurface structures.

4. The Baseline Conditions will be used to assist in the administration of the Contract’s differing site conditions clause at locations where subsurface conditions have been baselined. If a condition is baselined in the GBR, then only the pertinent Baseline Conditions will be used to determine whether there is a differing site condition; and no other indication of that condition in the Contract Documents or Technical Data, or of a condition that describes, quantifies, or measures a similar characteristic of the subsurface, will be used for the differing site condition determination.

5. The Baseline Conditions will not be used to make differing site conditions determinations at locations that have not been baselined in the GBR, or at any location with respect to subsurface conditions that the Baseline Conditions do not address. If Underground Facilities or Hazardous Environmental Conditions are expressly addressed in the Baseline Conditions, then comparison to such Baseline Conditions will be the primary means of determining (a) whether an Underground Facility was shown or indicated with reasonable accuracy, as provided in Paragraph 5.05 of the General Conditions, or (b) whether a Hazardous Environmental Condition was shown or indicated in the Contract Documents as indicated in Paragraph 5.06.H of the General
Conditions. As indicated in Paragraph SC-5.04 below, the GDR will be the primary resource for differing site conditions determinations in cases in which the GBR is inapplicable.

6. The descriptions of subsurface conditions provided in the GBR are based on geotechnical investigations, laboratory tests, interpretation, extrapolation, and analyses. Neither Owner, Engineer, nor any geotechnical or other consultant warrants or guarantees that actual subsurface conditions will be as described in the GBR, nor is the GBR intended to warrant or guarantee the use of specific means or methods of construction.

7. The behavior of the ground during construction depends substantially upon the Contractor’s selected means, methods, techniques, sequences, and procedures of construction. If ground behavior conditions are baselined in the GBR, they are based on stated assumptions regarding construction means and methods.

8. The GBR will not reduce or relieve Contractor of its responsibility for the planning, selection, and implementation of safety precautions and programs incident to Contractor’s means, methods, techniques, sequences, and procedures of construction, or to the Work.

5.04 Differing Subsurface or Physical Conditions

SC-5.04 Delete Paragraph 5.04 in its entirety and replace with the following:

5.04 Differing Subsurface or Physical Conditions

A. Notice: If Contractor believes that any subsurface condition that is uncovered or revealed at the Site:

1. differs materially from conditions shown or indicated in the GBR; or

2. differs materially from conditions shown or indicated in the GDR, to the extent the GBR is inapplicable; or

3. differs materially from conditions shown or indicated in Contract Documents other than the GBR or GDR, to the extent the GBR and GDR are inapplicable; or

4. to the extent the GBR and GDR are inapplicable, is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

5. to the extent the GBR and GDR are inapplicable, is of such a nature as to require a change in the Drawings or Specifications; or

6. to the extent the GBR and GDR are inapplicable, is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
B. Engineer’s Review: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner’s obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph SC5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor’s resumption or continuation of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer’s findings, conclusions, and recommendations.

C. Owner’s Statement to Contractor Regarding Site Condition: After receipt of Engineer’s written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption or continuation of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer’s written findings, conclusions, and recommendations, in whole or in part.

D. Early Resumption of Work: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer’s review or Owner’s issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. Possible Price and Times Adjustments

1. Contractor may be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
   a. such condition must fall within any one or more of the categories described in Paragraph SC5.04.A;
   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03 of the General Conditions; and
   c. Contractor’s entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
   d. Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by the Owner and the Contractor and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the SCOR-DRD prior to execution.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
   a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the
submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph SC5.04.A.

3. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment must be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the subsurface or physical condition in question.

F. Underground Facilities; Hazardous Environmental Conditions: Paragraph 5.05 of the General Conditions governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 of the General Conditions governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs SC5.03 and SC5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

SC-5.05 Delete Paragraph 5.05.F.1 and replace with the following:

1. Contractor may be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

b. Contractor’s entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

c. Contractor gave the notice required in Paragraph 5.05.B.

5.06 Hazardous Environmental Conditions at Site

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

<table>
<thead>
<tr>
<th>Report Title</th>
<th>Date of Report</th>
<th>Technical Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>None.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

<table>
<thead>
<tr>
<th>Drawings Title</th>
<th>Date of Drawings</th>
<th>Technical Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>None.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SC-5.06 Delete and Replace Paragraphs 5.06.I and 5.06.J with the following paragraphs

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. Required Performance Bond Form: The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2018 edition), as modified.

2. Required Payment Bond Form: The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2018 edition), as modified.
6.02 Insurance—General Provisions

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

1. Contractor may obtain worker's compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker's compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker's compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Delete Paragraph 6.02.D in its entirety and replace with the following:

D. Contractor shall deliver to Owner, within 10 days after receipt of the Notice of Award, with copies to each additional insured identified in the Contract Documents, certificates of insurance and endorsements establishing the Contractor has obtained and is maintaining the policies and coverages required by the Contract Documents. These certificates shall contain a provision that policy coverages will not be canceled, altered, or materially changed without 30 days prior written notice provided to the Owner, via registered or certified mail, to the addresses below:

1. City of Charleston, SC Department of Stormwater Management, Attn: Steven A. Kirk – 2 George Street, Charleston, SC 29406


3. Black and Veatch Corporation, Attn: Stephen O'Connell - 550 King Street, STE 400, Charleston, SC 29403

4. Using Governmental Unit(s), c/o South Carolina Office of Resilience – Disaster Recovery Division – Attn: Karen Olson; 632 Rosewood Drive, Columbia, SC 29201

Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and suppliers may back out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

In addition, Contractor shall notify the Owner immediately upon receiving any information that any of the policies and coverages required by the Contract Documents are or will be changed, cancelled, or replaced.

SC-6.02 Delete Paragraph 6.02.E in its and replace with the following:

E. Not Used.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.1 of the General Conditions:

a. Notwithstanding anything to the contrary, Contractor shall obtain a certificate in writing from each subcontractor on the Project that the subcontractor provides
workers’ compensation insurance coverage for each employee of the subcontractor employed on the Project as identified in Article 29—CDBG-MIT Grant Special Provisions, of the Supplementary Conditions.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

3. Contractor shall either: (a) require each of its Subcontractors and Suppliers to procure and maintain during the life of its Subcontract and/or Agreement, Subcontractor Comprehensive General Liability, Automobile Liability, and Property Damage Liability Insurance of the type and in the same amounts as specified in Paragraph 6.03 Contractor’s Insurance, or (b) insure the activities of the Subcontractors and Suppliers in its own policy.

SC-6.02 Delete Paragraph 6.02.N in its entirety and replace with the following paragraphs:

N. All policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 30 days prior written notice has been given to the Contractor and Owner. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

O. Within 10 days after Contractor’s receipt of the Notice of Award, but in no instances prior to commencement of the Work, Contractor shall furnish Owner with original certificates of insurance for every applicable policy effecting the coverage required by the Contract Documents. All certificates must be received and approved by SCOR-DRD Procurement Officer before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them.

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

Q. All terms regarding Contractor and Subcontractor policies of insurance required by the Contract Documents shall survive termination of the Agreement and shall continue per the requirements of the Contract Documents, but in any instance shall continue no less than thirty (30) days past the final completion of the work including the performance of any warranty work. In addition, Contractor shall maintain in force and effect any “claims-made” coverage for a minimum of two (2) years after final completion of all work or services to be provided under the Contract Documents. Contractor shall purchase an extended reporting period, or “tail coverage”, if necessary, to comply with the latter requirement.

6.03 Contractor’s Insurance

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

D. Other Additional Insureds: As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: Every applicable Using Governmental Unit, and the officers, officials, employees, and volunteers of any of them.
E. Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

<table>
<thead>
<tr>
<th>Workers' Compensation and Related Policies</th>
<th>Policy limits of not less than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>State</td>
<td></td>
</tr>
<tr>
<td>Applicable Federal (e.g., Longshoreman’s)</td>
<td>Statutory</td>
</tr>
<tr>
<td>Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable</td>
<td>Statutory</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Employer’s Liability</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Each accident</td>
<td>$100,000</td>
</tr>
<tr>
<td>Each employee</td>
<td>$100,000</td>
</tr>
<tr>
<td>Policy limit</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

F. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
2. damages insured by reasonably available personal injury liability coverage, and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

G. Commercial General Liability—Form and Content: Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
   a. Such insurance must be maintained for eight years after final payment.
   b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and eight years thereafter.
2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
4. Underground hazard, explosion, and collapse coverage. Explosion, Collapse & Underground (XCU) should not be excluded if the work contemplates this exposure.
5. Personal injury coverage.
6. Fire legal liability coverage.
7. Environmental liability coverage.

8. Broad Form Property Damage coverage.

9. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

10. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

H. **Commercial General Liability—Excluded Content:** The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).

2. Any exclusion for water intrusion or water damage.

3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.

4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).

6. Any limitation or exclusion based on the nature of Contractor's work.

7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. **Commercial General Liability—Minimum Policy Limits**

<table>
<thead>
<tr>
<th>Commercial General Liability</th>
<th>Policy limits of not less than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Products—Completed OperationsAggregate</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Bodily Injury and Property Damage—Each Occurrence</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

J. **Automobile Liability:** Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

<table>
<thead>
<tr>
<th>Automobile Liability</th>
<th>Policy limits of not less than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td></td>
</tr>
<tr>
<td>Each Person</td>
<td>$750,000</td>
</tr>
</tbody>
</table>

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
Page 16 of 56
<table>
<thead>
<tr>
<th>Automobile Liability</th>
<th>Policy limits of not less than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Accident</td>
<td>$750,000</td>
</tr>
<tr>
<td>Property Damage</td>
<td></td>
</tr>
<tr>
<td>Each Accident</td>
<td>$750,000</td>
</tr>
<tr>
<td>[or]</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit (Including all Owned, Non-Owned and Hired Vehicles)</td>
<td></td>
</tr>
<tr>
<td>Combined Single Limit (Bodily Injury and Property Damage)</td>
<td>$1,500,000</td>
</tr>
</tbody>
</table>

K. **Umbrella or Excess Liability**: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<table>
<thead>
<tr>
<th>Excess or Umbrella Liability</th>
<th>Policy limits of not less than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$10,000,000</td>
</tr>
</tbody>
</table>

L. **Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements**: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of $5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

M. **Contractor’s Pollution Liability Insurance**: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<table>
<thead>
<tr>
<th>Contractor’s Pollution Liability</th>
<th>Policy limits of not less than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Occurrence/Claim</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

N. **Contractor’s Professional Liability Insurance**: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.
O. Railroad Protective Liability Insurance: Not Used.

P. **Unmanned Aerial Vehicle Liability Insurance:** If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance (or endorsement to the Contractors General Liability policy sufficient to meet UAV liability coverage requirements) in the amounts stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

<table>
<thead>
<tr>
<th>Unmanned Aerial Vehicle Liability Insurance</th>
<th>Policy limits of not less than:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Claim</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

Q. **Other Required Insurance:** Without limiting any other obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, a policy or policies of insurance against claims which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees, subcontractors or any other entity for which the contractor is legally responsible. Coverage must include claims for:

1. Information security risks, including without limitation, failure to prevent unauthorized access to, tampering with or unauthorized use of a computer system; introduction of malicious codes, computer viruses, worms, logic bombs, etc., into data or systems; or theft, damage, unauthorized disclosure, destruction, or corruption of information in whatever form;

2. Privacy risks, including (A) failure to properly handle, manage, store, destroy, or otherwise control non-public personally identifiable information in any format; (B) loss or disclosure of confidential information; and (C) any form of invasion, infringement, or interference with rights of privacy, including breach of security / privacy laws or regulations;

3. Contractual liability for the contractor's obligations described in paragraphs SC-7.18 Indemnification; and

4. Errors, omissions, or negligent acts in their performance, by the contractor or by any entity for which the contractor is legally responsible, of professional services included in the work.

5. If the work includes content for internet web sites or any publications or media advertisements, coverage must also include claims for actual or alleged infringement of
intellectual property rights, invasion of privacy, as well as advertising, media and content offenses.

6. If the work includes software, coverage must also include claims for intellectual property infringement arising out of software and / or content (with the exception of patent infringement and misappropriation of trade secrets).

7. Coverage shall have limits no less than one million ($1,000,000.00) dollars per occurrence and five million ($5,000,000.00) dollars aggregate.

8. If the insurance required by this Paragraph Q is procured on a form affording “claims-made” coverage, then (i) all limits stated above as “per occurrence” shall be understood to mean “per claim” or “per occurrence, “ as is consistent with the terms of the “claims-made” policy; and (ii) such claims-made insurance shall provide for a retroactive date no later than the date the contract is awarded.

9. All terms of this clause shall survive termination of the contract and shall continue until thirty (30) days past the final completion of the work, including the performance of any warranty work. In addition, contractor shall maintain in force and effect any “claims-made” coverage for a minimum of two (2) years after final completion of all work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or “tail coverage,” if necessary, to comply with the latter requirement.

R. Waiver of Subrogation: With respect to any insurer of Contractor, workers’ compensation and employers’ liability, commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability, and all other liability insurance specified herein to be provided by Contractor, Contractor shall require its insurance carriers to waive any and all rights of subrogation against Owner, Engineer, Additional Insureds, and the respective officials, officers, directors, members, partners, employees, volunteers, agents, consultants, and subcontractors of each and any of them. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner, Engineer, Additional Insureds has received a waiver of subrogation endorsement from the applicable insurer.

6.04 Builder’s Risk and Other Property Insurance

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

F. Builder’s Risk Requirements: The builder’s risk insurance must:

1. be written on a builder’s risk “all risk” policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; named storm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).

a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.

c. All the policies of insurance (and their certificates or other evidence thereof) required to be purchased and maintained with this Paragraph 6.04 will contain a provision or endorsement of the coverage afforded will not be canceled materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor and Owner. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).

4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier). This coverage shall not be subject to a sublimit.

5. extend to cover damage or loss to insured property while in transit. This coverage shall not be subject to a sublimit.

6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.

7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.

8. include performance/hot testing and start-up, if applicable.

9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.

10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

   a. Davis & Floyd, Inc. – 3229 West Montague Avenue, North Charleston, SC 29419.
b. Black and Veatch Corporation – 550 King Street, STE 400, Charleston, SC 29403

c. Every applicable Using Governmental Unit, and the officers, officials, employees, and volunteers of any of them.

11. include, in addition to the Contract Price amount, the value of the following equipment and materials to be installed by the Contractor but furnished by the Owner or third parties:

a. None.

12. There shall be no coverage sublimit associated with debris removal in connection with repair or replacement of insured property.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provision:

G. **Coverage for Completion Delays:** The builder’s risk policy will include, for the benefit of Owner, loss of revenue and soft cost coverage for losses arising from delays in completion that result from covered physical losses or damage. Such coverage will include, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, compensation for loss of net revenues, rental costs, and attorneys’ fees and engineering or other consultants’ fees, if not otherwise covered.

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

H. **Builder’s Risk and Other Property Insurance Deductibles:** The purchaser of any required builder’s risk, installation floater, or other property insurance will be responsible for costs not covered because of the application of a policy deductible.

**ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES**

**7.02 Supervision and Superintendence**

SC-7.02 Add the following new paragraph after Paragraph 7.02.B:

C. Contractor shall furnish a dedicated community complaint response coordinator and hospital coordinator throughout the Contract Times as outlined Specification Section 1015 – Project Requirements.

**7.03 Labor; Working Hours**

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be Monday through Friday between 7:00 AM and 5:30PM, local time.

2. A workday is any day with regular working hours.

3. Owner’s legal holidays are New Year’s Day, Martin Luther King Jr.’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the following Friday, and Christmas Day.

SC-7.03 Add the following Paragraphs immediately after Paragraph 7.03.C:

D. Maintenance work, cleanup, and other items which no specific payment is involved will be allowed from 8:00 a.m. to 5:00 p.m. on Saturdays and holidays with Engineer’s permission.
E. Contractor shall notify Engineer at least 2 working days prior to start of any site activity. Contractor shall do no work requiring services of the Owner’s inspection and supervisory forces for more than 8 hours a day nor on Owner holidays or weekends, unless authorized by Engineer in writing. Contractor shall not work in roadways during peak vehicular traffic hours following jurisdictional restrictions and requirements contained elsewhere in Contract Documents.

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.E:

F. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer’s services (including those of the Resident Project Representative, if any), Owner’s representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

1. If Contractor elects to undertake additional overtime or shift work, Contractor shall maintain adequate equipment and supervision for proper prosecution and control of the Work. Contractor shall provide at least a 1 week notice to Engineer of the Work schedule.

2. For purposes of administering the foregoing requirement, additional overtime costs are defined as expenses incurred by the Owner for performance of the Work by the Contractor outside of the Regular Working Hours identified in SC-7.03.C.1. Overtime costs shall not exceed $200 per hour per person.

G. Requirements and special commitments contained in the permits / agreements obtained by Owner are covered in the Supplementary Conditions, Article SC-7.09.

7.04 Services, Materials, and Equipment

SC-7.04 Add the following new paragraphs immediately following Paragraph 7.04.C:

D. Until substantial completion of the Work is acknowledged by Owner, Contractor shall have responsible charge and care of the Work and of all equipment and materials to be used herein, and shall bear the risk of injury, loss, or damage to any part thereof by action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work.

E. Contractor shall rebuild, repair, restore, and make good all injuries, losses, or damages to any portion of the work or the equipment or materials occasioned by any cause before completion and acceptance of the Work and shall bear the expense, therefore. Contractor shall, at no additional cost to Owner, provide suitable drainage and suitable structures as necessary to protect the work or any portion thereof from damage.

F. Suspension of the Work or the granting of an extension of time for any cause whatever shall not relieve Contractor of responsibilities for the Work as specified herein.

7.05 “Or Equals”

SC-7.05 Delete paragraph 7.05.C in its entirety and replace with the following:

C. Engineer’s Evaluation and Determination: Engineer will be allowed a reasonable time to evaluate each “or-equal” request. Engineer may require Contractor to furnish additional data
about the proposed “or-equal” item. Engineer will be the sole judge of acceptability. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication. No “or-equal” item will be ordered, furnished, installed, or utilized until Engineer’s review is complete and Engineer determines that the proposed item is an “or-equal”, which will be evidenced by an accepted Shop Drawing or other written communication.

SC-7.05 Add the following new paragraphs immediately following Paragraph 7.05.E:

F. In order for substitutions and “or-equals” to be considered, the Contractor shall submit, not later than 10 days after Notice to Proceed, complete data to permit complete analysis of those items listed on Form for Substitutions and “Or Equals” for specified items submitted with bid.

7.07 Concerning Subcontractors, Suppliers, and Others

SC-7.07 Add the following new subparagraphs immediately after Paragraph 7.07.B

1. The Subcontractor performing Work associated with the relocation of Charleston Water Systems owned domestic water utilities system must be selected from the Charleston Water Systems Approved Large Contractors list located at:


SC-7.07 Add the following new subparagraph immediately after Paragraph 7.07.E

1. Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 percent of the Work and those proposed on the Proposed Subcontractors Form (Section 00440). The use of Subcontractors proposed by Contractor and accepted by Owner prior to the Notice of Award will be required in the performance of the Work unless otherwise permitted or directed by Owner.

7.08 Patent Fees and Royalties

SC-7.08 Delete Paragraph 7.08.C and replace with the following:

C. To the fullest extent permitted by Laws and Regulations, Contractor shall defend, indemnify, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 Permits

SC-7.09 Add the following new paragraphs immediately following Paragraph 7.09.A:

B. The Owner will provide SCDHEC, OCRM, City MS4, and SCDOT Encroachment permits, and utility permits and easements as may be applicable within the limits of the project. The Contractor shall comply with all provisions of all permits obtained by the Owner.
C. The Contractor shall secure and pay for all remaining permits, to include but not be limited to local building permits, City/SCDOT street blocking permits, permits related to the required water and sewer relocations, and local business license fees, as needed, to execute the Work in accordance with local laws and regulations.

D. The Contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, internet, telephone and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures, connected therewith, that are encountered in the Work in order that such items may be properly shored, supported and protected, or if the Contractor desires, relocate them. The Contractor shall give all proper notices, shall comply with requirements of such parties in the performance of the Work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.

E. The Contractor shall be responsible for procuring any permits or right-of-way for the use of property beyond the limits of the project.

F. The Contractor shall obtain a business license from the City of Charleston for the duration of the Work.

G. All persons hired to perform Work must be properly licensed by the State of South Carolina and the City of Charleston. Each Contractor and Subcontractor hired to perform Work on this project must complete and submit their own building permit and plan review application.

7.11 Laws and Regulations

SC-7.11 Delete the Paragraph 7.11.A in its entirety and replace with the following:

A. Contractor shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the Work and shall cause its agents, employees, Subcontractors, and Suppliers to observe and comply with all such laws, ordinances, and regulations. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

SC 7.11 Add the following new paragraphs 7.11.D, E, and F immediately after Paragraph 7.11.C.

D. Safety and Health Regulations: The provisions of OSHA "Safety and Health Regulations for Construction", Chapter XVII of Title 29, CFR Part 1926, shall apply to Work under this Contract. The U.S. Department of Labor will be responsible for compliance review and enforcement of the regulations.

E. Archaeological Deposits: If, during the course of construction, evidence of deposits of historical or archaeological interest is found, Contractor shall cease operations affecting the find and shall notify Owner, who shall notify the Regional Office of the Environmental Protection Agency and the State Historic Preservation Officer. No further disturbance of the deposits shall ensue until Contractor has been notified by Owner that Contractor may proceed. Owner will issue a Notice to Proceed only after the state official has surveyed the find and made a determination to the Environmental Protection Agency and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or Change Order

F. Work in Confined Spaces: The provisions of OSHA "Safety and Health Regulations for Construction", Chapter XVII of Title 29 CFR Section 1910.146, "Permit-Required Confined Spaces", have been adopted by Owner and shall apply to Work under this Contract. Contractor is hereby notified that the existing manholes, drop shafts and other structures included under the confined-space definition of 29 CFR 1910.146, shall be considered as hazardous locations with hazardous atmospheric conditions. The structures may contain methane, hydrogen sulfide, carbon dioxide, and other gases which are dangerous to life or health. Contractor shall allow its personnel or Subcontractors to enter these confined spaces only through compliance with an entry permit program as specified herein.

1. Contractor shall establish and maintain a confined-space entry program appropriate to the structures and conditions encountered. The program shall meet the requirements of 29 CFR 1910.146 and shall specifically address the provisions of Paragraph (d) therein. Contractor shall enforce the requirements of Paragraphs (e) and (f), shall establish and conduct a training program in accordance with Paragraph (g), and shall comply with all other applicable requirements of the referenced regulation.

2. Contractor shall prepare a complete written program covering the requirements of this paragraph and the referenced regulation. The written program shall be submitted through Engineer for review and approval by Owner and shall be modified and resubmitted if required. No Work shall be done by Contractor or any of Contractor's personnel or Subcontractors in any confined spaces until Contractor's program has been approved by Owner and Owner is satisfied that the program provisions are in place.

3. Contractor shall cooperate with Owner for coordination of activities whenever Contractor's personnel and Owner's personnel will both be working in or near the confined spaces at the same time.

7.16 Submittals

SC-7.16 Delete Paragraph 7.16 in its entirety and insert the following in its place.

A. Specification 01300 – Submittal Procedures identifies requirements and procedures associated with Contractor submission and Engineer review of submittals, shop drawings, and samples.

7.18 Indemnification

SC-7.18 Delete Paragraph 7.18 in its entirety and replace with the following:

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of the Contractor under the Contract or otherwise, Contractor shall defend, indemnify, and hold harmless Owner, Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them ("Indemnitees") from and against any and all claims, actions, costs, losses, or damages of any nature, (including but not limited to all fees and charges of the engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs, including settlement payments) by a third-party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or relating to, in whole or in part, to any act or omission of Contractor, or their
subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by and Indemnitee hereunder, and whether or not such claims are made by a third-party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a loss, suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. This indemnification provision shall survive completion of the Work, or termination of the Contract for any reason. The Owner shall be entitled to recover all attorney fees and costs incurred in enforcing this indemnity obligation.

B. In any and all claims against Owner, Engineer, or any of the officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, and Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

C. INDEMNIFICATION – CDBG-MIT GRANT REQUIRED (CONTRACTOR) Notwithstanding any limitation in the Construction Documents, and to the fullest extent permitted by law, Contractor shall defend and hold harmless the Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys’ fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the Contractor’s actions or the goods or services acquired under the Contract Documents from Contractor or caused in whole or in part by any act or omission of Contractors, or their subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by and Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee’s negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor’s contractors shall be given timely written notice of any suit or claim. Contractor’s obligations hereunder are in no way limited by any protection afforded under workers’ compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Contract Documents. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this paragraph SC-7.18.C, “Indemnitees” means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents, and employees.

D. INDEMNIFICATION – CDBG-MIT GRANT REQUIRED (SUBCONTRACTORS AND VENDORS) Notwithstanding any limitation in the Construction Documents, and to the fullest extent permitted by law, if Contractor contracts with any other contractor or vendor for any part of the work required under the Contract Documents, then the Contractor shall incorporate
into its contract with such contractors or vendors a provision that states Contractor's contractors shall defend and hold harmless the Indemnities for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property arising out of or in connection with the Contractor's contractors' actions or the goods or services acquired under the Contract Documents from Contractor's contractors or caused in whole or in part by any act or omission of Contractor's contractors, or their subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by and Indemnitee, and whether or not such claims are made by a third party or an Indemnitee; however, if an Indemnitee's negligent act or omission is subsequently determined to be the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor's contractors shall be given timely written notice of any suit or claim. Contractor's contractors' obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Contract Documents. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this paragraph SC-7.18.D, "indemnities" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

7.19 Delegation of Professional Design Services

SC-7.19 Delete Paragraph 7.19.E in its entirety and replace with the following:

E. Pursuant to this Paragraph 7.19, Engineer's review and acceptance of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and acceptance of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Specification Section 01300 – Submittal Procedures.

SC-7.19 Add the following new paragraph 7.19.H immediately after Paragraph 7.19.G.

H. When professional design services are required by the Contract Documents, Contractor shall provide certification that the associated construction conforms to the design provided by the design professional.

ARTICLE 8—OTHER WORK AT THE SITE

8.02 Coordination

SC-8.02 Delete Paragraph 8.02.A in its entirety and replace with the following:

A. It is anticipated that work under separate contracts will be performed at or adjacent to the Site concurrently with the Work covered by these Contract Documents. Contractor is designated Construction Coordinator and shall have the authority and responsibility of
coordination of the various contractors and work forces at the site. Construction Coordinator shall have the following duties, authorities, and responsibilities:

1. Construction Coordinator shall coordinate the scheduling of work between this contract and other concurrent contracts so that interference and conflicts with interfacing work will be minimized. Particular attention shall be paid to maintaining suitable traffic patterns and adequate access to the existing facilities. Whenever construction activities conflict, Owner shall decide which activity shall be given priority.

2. Construction Coordinator shall be responsible for coordinating work by its own forces, by other contractors, by all Subcontractors, and work by Owner's staff. Construction Coordinator shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such control as may be specifically reserved to Owner or others. Construction Coordinator has the right to exclude from the Site all persons who have no purpose related to the Work or its inspection and may require all persons on the Site (except Owner's and Engineer's employees) to observe the same regulations as Construction Coordinator requires of its own employees.

SC-8.02 Delete Paragraph 8.02.B in its entirety and replace with the following:

B. Not used.

8.03 Legal Relationships

SC-8.03 Delete Paragraph 8.03.A and replace with the following:

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor may be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

SC-8.03 Delete Paragraph 8.03.C and replace with the following:

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against
Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) defend, indemnify, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference. However, no party to be indemnified hereunder shall be entitled to indemnity for claims, actions, losses, or damages which proximately result from their sole negligence.

SC-8.03 Add the following new paragraph immediately after Paragraph 8.03.C:

D. Time limitations required by Owner shall be for the benefit of Owner and contractor under other contracts with which Owner has entered into such contracts in reliance on the time limitations set forth in these Contract Documents.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 Communications to Contractor

SC-9.01 Delete Paragraph 9.01.A in its entirety and replace with the following:

A. Except as otherwise provided in these General Conditions, if Owner issues communication to Contractor, a copy shall be provided to Engineer.

ARTICLE 10—ENGINEER’S STATUS DURING CONSTRUCTION

10.01 Owner’s Representative

SC-10.01 Delete Paragraph 10.01.A and replace with the following:

A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract. The action of Engineer in performance of these duties shall not be construed to make Engineer the Agent for Owner with respect to changes in the cost of the work or changes in the Contract Documents.

10.03 Resident Project Representative

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

C. The Resident Project Representative (RPR) will be Engineer’s representative at the Site. RPR’s dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR’s dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:

1. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor’s safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
a. Notwithstanding anything to the contrary, Contractor is responsible for ensuring attendance of representatives of Contractor, Subcontractor(s), Inspector(s), and all applicable utility companies to mandatory preconstruction conferences.

2. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR’s own personal safety while at the Site.

3. Liaison
a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

c. Assist in obtaining from Owner additional details or information, when required for Contractor’s proper execution of the Work.

4. Review of Work; Defective Work
a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02 if the Work is in general proceeding in accordance with the Contract Documents.

b. Observe whether any Work in place appears to be defective.

c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection, or approval.

5. Inspections and Tests
a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.

b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. Payment Requests: Review Applications for Payment with Contractor.

7. Completion
a. Participate in Engineer’s visits regarding Substantial Completion.

b. Assist in the preparation of a punch list of items to be completed or corrected.

c. Participate in Engineer’s visit to the Site in the company of Owner and Contractor regarding completion of the Work and prepare a final punch list of items to be completed or corrected by Contractor.

d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

10.06 Decisions on Requirements of Contract Documents and Acceptability of Work

SC-10.06 Delete Paragraph 10.06.A in its entirety and replace with the following:

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or endured in good faith insofar as the subject matter of any pertinent claim, dispute, or other matter falling within the realm of technical expertise of Engineer. Engineer shall not render any decision on any matters the subject matter of which, at the Engineer’s sole discretion, requires legal, rather than technical, interpretation.

ARTICLE 11—CHANGES TO THE CONTRACT

11.03 Work Change Directives

SC-11.03 Delete Paragraph 11.03.A in its entirety and replace with the following:

A. Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive’s effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price. The Work Change Directive shall include an estimated cost that may not be exceeded without written approval of the Owner.

11.08 Change of Contract Times

SC-11.08 Add the following paragraphs after Paragraph 11.08.B:

C. A Change Proposal for an adjustment of the Contract Times (or Milestones), otherwise allowable under the Contract Documents, shall be granted only to the extent the time lost exceeds the float for the delayed activity at the time of the event giving rise to the claim.
Float, whether expressly disclosed or implied in any manner, is jointly owned by the project participants.

ARTICLE 12—CLAIMS

12.01 Claims

SC-12.01 Delete Paragraph 12.01.C in its entirety and replace with the following:

C. Field Negotiation, Review, and Resolution: The Engineer and the Contractor shall enter into good-faith negotiations to settle a claim as the initial step in resolution of any claim. These good-faith negotiations shall be founded on the principle of full and timely disclosure of each party’s position or the other party, including the exchange of pertinent supporting records, analyses, expert reports, and similar documentation, and shall proceed without delay. The party receiving the Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment.

SC-13.01 Delete Paragraph 13.01.B.5.e and replace with:

e. Not used.

SC-13.01 Delete Paragraph 13.01.B.5.f and replace with:

f. Not used.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following subparagraph containing the definition of small tools and hand tools:

a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than $500.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
a. the extended price of a particular item of Unit Price Work amounts to 20 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 20 percent from the estimated quantity of such item indicated in the Agreement; and

b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

SC-14.01 Add the following new paragraph immediately after Paragraph 14.01.A.:

B. Authorized representatives of the Environmental Protection Agency shall have access to the Work wherever it is in preparation or progress. Contactor shall provide proper facilities for such access and inspection.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01 Delete Paragraph 15.01.A in its entirety and replace with the following:

A. **Basis for Progress Payments:** The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application of Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provision of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period. Progress payments on account of Lump Sum Work will be based upon percentage complete during the pay period.

A-B. **Initial Progress Payment:** No payments shall be made to the Contractor by the Owner until the Contractor has satisfactorily completed the installation of the Offices at the Site of Work (to include all amenities, utilities, and services) as required by Section 01500—Temporary Facilities and Controls §2.1 OFFICES AT SITE OF WORK, and §3.2 SERVICES/UTILITIES.

SC-15.01 Delete Paragraph 15.01.B.1 in its entirety and replace with the following:

1. At least twenty-eight (28) days before the date established in the Agreement for each progress payment (but not more than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor.
covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

SC-15.01 Add the following new paragraphs immediately following Paragraph 15.01.B.4:

5. Materials and Equipment: Payments for stored materials and equipment shall be based only upon the actual cost to Contractor of the materials and equipment and shall not include any overhead or profit to Contractor. Partial payments will not be made for undelivered materials or equipment.

6. Schedules and Data: During the progress of the Work, each application for Payment shall be accompanied by Contractor’s updated Progress Schedule, schedule of operations or progress report, with such shop drawings, schedules, procurement schedules, values of materials and equipment on hand included in application, certification that work has been constructed to lines and grades as shown on the Drawings, and other data specified or reasonably required by Engineer. Progress Payments will not be made by the Owner until the Engineer has accepted the updated Progress Schedule.

7. Labor Standards Certificate: As provided under Labor Standards each Application for Payment shall be accompanied by a certificate that all labor standards, requirements have been fulfilled.

SC-15.01 Delete Paragraph 15.01.D.1 in its entirety and insert the following in its place:

1. Twenty-one days after presentation of the Application for Payment to Owner with Engineer’s recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor. The Owner reserves the right to pay all or a portion of any payment application through joint checks to Subcontractors and/or Suppliers.

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.A:

1. To be considered substantially complete, the Work must be ready to receive stormwater flows and all temporary bulkheads and plugs shall be removed.

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

15.06 Final Payment

SC-15.06 Delete Paragraph 15.06.A.2.e in its entirety and replace with the following:

e. Complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work. Consent of the surety, signed by an agent, must be accompanied by a certified copy of such agent’s authority to act for the surety.
15.08 Correction Period

SC-15.08 Add the following new paragraph immediately after Paragraph 15.08.F:

G. Nothing in this Article 15 concerning the correction period shall establish a period of limitation with respect to any other obligation which the Contactor has under the Contract Documents. The establishment of time periods relates only to the specific obligations under the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor’s liability with respect to Contractor’s obligations other than to specifically correct the Work.

15.09 Contractors Continuing Obligation

SC-15.09 Add the following new paragraph immediately following Paragraph 15.08:

15.09 Contractors Continuing Obligation

A. The Contractor’s obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither any progress or final payment by the Owner to the Contractor under the Contract Documents, nor any use or occupancy of the Work of any part thereof by the Owner, nor any act of acceptance by the Owner nor any failure to do so, nor any review and approval or acceptance of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by the Owner, nor any correlation of defective Work by the Owner will constitute an acceptance of Work not in accordance with the Contract Documents or a release of the Contractor’s obligation to perform the work in accordance with the Contract Documents.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

SC-16.01 Delete Paragraph 16.01.A and replace with the following:

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor may be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

SC-16.02 Delete Paragraph 16.02.A.1 and replace with the following:

1. Contractor’s failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

SC-16.02 Supplement Paragraph 16.01.A by adding the following subparagraphs:

5. Contractor’s insolvency or inability to pay its subcontractors, suppliers, or other creditors.

6. Contractor’s failure to promptly pay its subcontractors, suppliers or vendors.
16.03 Owner may Terminate for Convenience

SC-16.03 Delete Paragraph 16.03.A and replace with the following:

A. Upon 7 days’ written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items, and subject to any setoff, including liquidated damages):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work; and

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses.

SC-16.03 Add the following new paragraphs immediately following Paragraph 16.03.B.

C. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

D. This Contract may be terminated for convenience in accordance with 2 CFR Part 200.

16.04 Contractor May Stop Work or Terminate

SC-16.04 Delete Paragraph 16.04.B and replace with the following:

C. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor’s stopping the Work as permitted by this paragraph.

16.05 Termination of the Contract by Either Party

SC-16.05 Add the following new paragraph immediately after Paragraph 16.04.

16.05 Termination of the Contract by Either Party

A. Termination of the Contract by either party, whether for cause, for convenience or for some other reason, shall not relieve either party of their contractual obligations, including, but not limited to, warranties, indemnification, insurance, rights and remedies, correction of work, dispute resolution, and performance and payment bonds.
ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

17.01 Methods and Procedures

SC-17.01 Delete Paragraph 17.01.B.3 in its entirety and insert the following in its place:

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction. Owner and Contractor agree that these Contract Documents and Agreement shall be interpreted according to the Laws of South Carolina and that the appropriate forum and jurisdiction shall be the South Carolina Court of Common Pleas for Charleston County.

17.02 Attorneys’ Fees

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Attorneys’ Fees

A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys’ fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties’ initial demand or defense positions in comparison with the final result.

ARTICLE 18—MISCELLANEOUS

18.06 Survival of Obligations

SC-18.06 Add the following new paragraph immediately following Paragraph 18.06.A:

B. Contractor shall obtain from all suppliers and manufacturers any and all warranties and guarantees of such suppliers and manufacturers, whether or not specifically required by the Specifications, and shall assign such warranties and guarantees to Owner. With respect thereto, Contractor shall render reasonable assistance to Owner when requested, in order to enable Owner to enforce such warranties and guarantees. The assignment of any warranties or guarantees shall not affect the correction period or any other provision of these Contract Documents.

18.11 Waiver and Limitation on Damages

SC-18.11 Add the following new paragraph immediately following Paragraph 18.10.A:

A. Parties mutually agree to waive any claim for consequential damages, including but not limited to, lost profits, lost revenue, and lost business opportunities.
ARTICLE 19—JURISDICTION OF GOVERNING AUTHORITIES

SC-19 Add the following new Article 19 immediately after Paragraph 18.11.A of the General Conditions.

SC-19.01 Jurisdiction of Governing Authorities

A. Excavation, grading, fill, storm drainage, paving and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface, or sub-surface), etc., shall be done in accordance with requirements of the authorities having jurisdiction and of applicable requirements of these specifications.

ARTICLE 20—NONRESIDENT TAXPAYER REGISTRATION AFFIDAVIT INCOME TAX WITHHOLDING AND NONRESIDENT WITHHOLDING BOND

SC-20 Add the following new Article 20 immediately after Paragraph 19.01.A of the General Conditions.

20.01 NonResident Taxpayer Registration Affidavit Income Tax Withholding and NonResident Withholding Bond

A. Any Contractor, whose office address and / or office operations are located outside the State of South Carolina and is registered with either the South Carolina Secretary of State, or the South Carolina Department of Revenue, must submit State of South Carolina Department of Revenue Form I-312, Nonresident Taxpayer Registration Affidavit Income Tax Withholding.

B. Any Contractor whose office address and / or office operations are not registered as stated above and / or has not provided Form I-312 as required above shall furnish a Nonresident Withholding Bond, from an acceptable Surety Company, in the amount of two percent (2%) of the Contractor’s price as security for compliance with all requirements and applicable provisions of the South Carolina Code of Laws Section 12-8-550.

C. The Bond shall be dated the same as the Contract and must be accompanied by a current copy of the Power of Attorney for the Attorney-in-Fact representing a Surety Company licensed to do business in the State of South Carolina. The Bond must be executed with the Contract Documents and a copy of the Bond must be delivered to the Owner within (10) days after the day of the official notice of award and transmittal of Contracts for execution. The Contractor is responsible for submitting the original copy of the Bond to the South Carolina Tax Commission.

D. Withholding required under Section 12-8-550 may be waived by the South Carolina Department of Revenue if the nonresident Contractor guarantees compliance with the provisions of the South Carolina Code of Laws Title 12, Chapter 06 and the requirements of a withholding agent under this chapter,

E. Owner must receive verification from the South Carolina Tax Commission if this deduction is to be waived.
ARTICLE 21—OWNER’S ATTORNEY FEES

SC-21 Add the following new Article 21 immediately after Paragraph 20.01.E of the General Conditions.

21.01 Owner’s Attorney Fees

A. In the event that Contractor violates any of the terms or provisions of the Contract Documents, Contractor shall pay all of Owner’s attorney fees, costs and expenses, to include fees of architects, engineers and other professional consultants in connection with Owner’s enforcement and/or defense of the terms of this Contract.

ARTICLE 22—COST REDUCTION PROPOSAL

SC-22 Add the following new Article 22 immediately after Paragraph 21.01.A of the General Conditions.

22.01 Cost Reduction Proposal

A. Subsequent to Contract, the Contractor may submit in writing to Engineer for review by Owner, proposals for modifying the drawings, specifications or other requirements of this Contract for the sole purpose of reducing the total cost of construction. The Cost Reduction Proposals (CRPs) shall not impair, in any manner, the essential functions or characteristics of the Project, including but not limited to, service life, economy of operation, ease of maintenance, desired appearance or design, or safety standards. CRPs must have a total value of at least $50,000 to be considered.

B. Owner has the authority to accept or reject CRPs submitted by the Contractor.

C. CRPs shall contain the following information:

Step 1

1. A discussion of both the existing Contract requirements for performing the work and the proposed changes.

2. An itemization of the Contract requirements that must be changed if the proposal is adopted.

Following Contractor’s submittal of Step 1 information, Engineer will notify Contractor of Owner’s desire to proceed with Step 2.

Step 2

1. Contractor shall submit a detailed estimate of the cost of performing the work under existing Contract and under the proposed change. Such estimate shall include all costs, direct and

2. An explanation regarding impact on the Project schedule and a statement of the time within which Owner must make a decision. The proposal will be deemed rejected if not acted on by said date, indirect, including any cost changes in bonds or insurance.

3. The Contract times of work affected by the proposed changes, including any quantity variation
D. Owner will not be liable to Contractor for failure to accept or act upon any CRP submitted, nor for any delays of the Work attributable to any such proposal.

E. Contractor shall continue to perform the Work in accordance with Contract requirements until an executed Field Order or Change Order has been issued.

F. Owner shall be the sole judge of the acceptability of a CRP and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract Bid price if, in the judgement of Owner, such prices do not represent a fair measure of the value of the work to be performed or to be deleted.

G. Owner may require Contractor to share in the Owner's and Engineer's costs of investigating a CRP submitted by the Contractor as a condition of considering such proposal. Such intention shall be noted by the Owner prior to commencing Step 2; the Contractor shall confirm acceptance of said costs in Step 2.

H. The Change Order shall describe a firm price cost and the savings in the cost of performing the Work attributable to the CRP. The Contract amount shall be adjusted by crediting Owner with fifty percent (50%) of the net savings for the CRP. No adjustment shall be made for Contractor's failure to properly estimate the cost reduction subsequent to an executed Field Order or Change Order.

ARTICLE 23—ETHICS

23.01 Ethics

A. Personnel of the Owner will follow ethical standards, rules, policy, and procedures as adopted by the City of Charleston Employee Handbook.

ARTICLE 24—Bribes

24.01 Bribes

A. A bribe or attempt to bribe any employee or officer of the Owner by the contractor shall be considered as execution of the contract in bad faith and shall thus empower the Owner to complete the Work and deduct the entire cost thereof from any monies due to become due the Contractor under the Contract.

ARTICLE 25—ABUSE, USE, SALE OR POSSESSION OF DRUGS OR INTOXICANTS

25.01 Abuse, Use, Sale or Possession of Drugs or Intoxicants

A. The use, possession, sale or distribution of drugs or intoxicants by the Contractor, a subcontractor, or any of their employees while on Owner premises or while actively representing or performing Work for the Owner is prohibited. It shall be the responsibility
of the Contractor to prevent such activities and to remove any employee or subcontractor employee whose ability to perform appears to be affected by the use of drugs or intoxicants. Failure of the contractor to comply with this provision may result in Termination of the Contract.

ARTICLE 26—SEXUAL HARRASSMENT

SC-26 Add the following new Article 26 immediately following Paragraph 25.01.A:

26.01 Sexual Harassment

A. Sexual harassment of Owner employees by the Contractor, a subcontractor, or any of their employees while on Owner premises or while actively representing or performing Work for the Owner is prohibited. It shall be the responsibility of the Contractor to prevent any such acts and to remove any employee who conducts such acts. Failure of the Contractor to comply with this provision may result in Termination of the Contract. Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment. Basic criteria for determining unlawful behavior includes conduct that has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile, or offensive working environment.

ARTICLE 27—NONDESCRIMINATION POLICY

SC-27 Add the following new Article 27 immediately following Paragraph 26.01.A:

27.01 Nondiscrimination Policy

A. Discrimination in any manner against any employee or applicant for employment by the contractor or a subcontractor on the basis of sex, race, creed, color, age, mental or physical handicap, sexual orientation, or national origin is prohibited.

B. The contractor shall include a similar nondiscrimination clause in all subcontracts.

C. If the Contractor fails to include a nondiscrimination clause in a subcontract, the Engineer shall provide a reasonable opportunity to cure the defect. If the Contractor fails to cure the defect within the time period granted, the Owner may declare the contract void and the Contractor shall be entitled to the reasonable value of the work that has been performed and materials that have been provided to date.

ARTICLE 28—SUBCONTRACTING

SC-28 Add the following new Article 28 immediately after Paragraph 27.01.C of the General Conditions.

28.01 Subcontracting

A. The services of specialty Subcontractors may be utilized on those parts of the Work which, under normal contracting practices, are performed by specialty Subcontractors within the parameters set forth herein and in the Instructions to Bidders.

1. Before entering into any subcontracts, the Contractor shall submit a written statement to the Engineer giving name and address of the proposed Subcontractor, manufacturer
or supplier, the work and material that such is to perform and furnish, and shall further
certify that the proposed Subcontractor, manufacturer or supplier has the necessary
facilities, skill, integrity, past experience and financial resources to perform the portion
of the Work stated in accordance with requirements of the Contract.

2. No substitution for any Subcontractor, manufacturer, or supplier, person or entity
previously selected by the Contractor shall be made without written notification to the
Engineer.

B. The Contractor shall not award work to Subcontractors in excess of 70 percent of the
Contract Price.

C. The Contractor shall report the use of Subcontractors, manufacturers, and suppliers during
the course of the Contract as follows:

1. The Contractor shall submit along with the request for final payment a list of all
Subcontractors, manufacturers, and suppliers used, including the work performed and
the dollar amount and percent of the Work performed. The Engineer may withhold final
payment until this list is submitted.

D. The Contractor shall be fully responsible to the Owner for the acts and omissions of his
Subcontractors, manufacturers, suppliers, and of persons either directly or indirectly
employed by them, as he is for the acts and omissions for persons directly employed by
him. The Contractor shall be fully responsible for the coordination of the work of the
trades, Subcontractors, manufacturers, suppliers, and their officers, agents, and
employees.

E. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative
to the Work to bond Subcontractors to the Contractor by the terms of the Contract
Documents insofar as applicable to the work of Subcontractors and to give the Contractor
the same power as regards terminating any subcontract that the Owner may exercise over
the Contractor under any provision of the Contract Documents.

F. Nothing contained in the Contract Documents shall create any contractual arrangement
between any Subcontractor and the Owner.

ARTICLE 29—CDBG-MIT GRANT PROGRAM SPECIAL PROVISIONS

SC-29 Add the following new Article 29 immediately after Paragraph 28.01.F of the General
Conditions.

29.01 CDBG-MIT Grant Program Introduction

A. This project is funded in part by and is subject to all applicable requirements of the
Community Development Block Grant-Mitigation (CDBG-MIT) grant program, funded and
regulated at the federal level by the U.S. Department of Housing and Urban Development
(HUD) and administered by the State of South Carolina. The South Carolina Department of
Administration and its South Carolina Disaster Recovery Office Disaster Recovery Division
(SCDRO—DRD) is designated as the responsible entity for administering the CDBG-MIT
funds allocated to this Project. The South Carolina Office of Resilience Disaster Recovery
Division (SCOR-DRD) is designated as the responsible entity for administering the CDBG-
MIT funds allocated to this Project.
B. General:

1. All contractors, including subcontractors must be registered in SAM and eligible to receive federal contracts.

2. The Contractor is required to comply with all federal, state, local, and program requirements and to fully coordinate with the SCOR, its DRD, the Owner, and their official designee(s). The Contractor is required to assume responsibility for the complete effort and enforcement of laws and regulations under this Contract. The Owner will consider the Contractor the sole point of contact with regard to contractual matters.

3. The Contractor is required to ensure that all Contracts, including but not limited to subcontracts and vendor contracts, must contain all applicable provisions.

4. These CDBG-MIT GRANT PROGRAM Special Provisions are in addition to all other requirements of the Contract Documents and do not relieve the Contractor of any contractual responsibilities under its contracts or local, state, or federal law, or Executive Orders.

5. The Contractor agrees to comply with all CDBG-MIT requirements as well as other federal and state laws, regulations, or Executive Orders, including such as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the CDBG-MIT Program.

6. In accordance with 2 CFR Part 200, the cost plus a percentage of cost and percentage of construction cost methods of contracting shall not be used. This provision shall supersede any conflicting provision in an executed contract document or agreement funded in whole or in part with CDBG funds.

29.02 Amendments

A. Any changes to this Contract affecting the scope of work of the Project must be approved, in writing, by the Owner and the Contractor and shall be incorporated in writing into this Contract. Any amendments of the original contract must have written approval by the SCOR-DRD prior to execution.

29.03 Contractor Record Keeping and Reporting

A. Accurate record keeping is crucial to the successful management of CDBG-MIT funded activities. Insufficient documentation could lead to monitoring findings and repayment of funds. The Contractor must establish a record-keeping system to document compliance with all federal, state, local, and program requirements.

B. The Contractor agrees to complete and submit all reports, in such form and according to such schedule, as may be required in the Contract Documents or by the request of the SCOR-DRD, Owner, or their designee. Further, the Contractor agrees to require any subcontractors to
submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.

C. All required information associated with this Project must be submitted to the Owner or its designee in a timely manner.

D. Records shall be retained for the greater of three years from final completion of the Project, or the period required by other applicable federal and state laws and regulations and must be available for review upon request by HUD, SCOR-DRD, the Owner, or other entities.

E. See Article 29—CDBG-MIT Grant Program Special Provisions Section 29.08 – Records of Non-Federal Entities.

F. See Article 29—CDBG-MIT Grant Program Special Provisions Section 29.09 – Record Retention.

29.04 Program Related Fraud, Waste, and Abuse

A. The SCOR-DRD takes the detection, investigation and prosecution of fraud, waste, and abuse very seriously. SCOR-DRD has a fraud, waste, and abuse reporting program that complies with South Carolina and federal laws.

If you suspect that an employee, program provider, or contractor has engaged in program related fraud, waste, or abuse, please contact the SCOR-DRD via:

Phone: 1-844-506-5436

Email: fraudreporting@s cdr.sc.gov

Mail: ATTN: Fraud/Waste/Abuse 632 Rosewood Dr. Columbia, SC 29201

29.05 Remedies

A. Remedies1 - Contracts for more than the simplified acquisition threshold (currently set at $150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

B. If the Contractor fails or refuses to comply with the provisions set forth herein, the SCOR-DRD, State or Owner may take any or all of the following actions: cancel, terminate or suspend in whole or in any part the contract, or refrain from extending any further funds to the Contractor until such time as the Contractor is in full compliance.

29.06 Rights to Inventions Made Under a Contract or Agreement

A. Rights to Inventions Made Under a Contract or Agreement2. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding

---

1 2 CFR 200 Appendix II (A)
2 2 CFR 200 Appendix II (F)
the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

29.07 Debarment and Suspension

A. Debarment and Suspension (Executive Orders 12549 and 12689)— A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor must comply with Executive Orders 12549 and 12689 regarding Federal debarment and suspension regulations prior to entering into a financial agreement 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 $100,000 and is cumulative amount from all federal funding sources).

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

In addition, no contract may be awarded to any contractors who are ineligible to receive contracts under any applicable regulations of the State.

B. All subcontractors must be cleared via a search of the SAM to ensure subcontractors are in good standing and have not been debarred. It is the sole responsibility of the Contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements. The SAM portal may be found here:


A copy of the SAM search result must be kept in the Contractor’s file.

29.08 Records of Non-Federal Entities

A. Records of non-Federal Entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the South Carolina Office of Resilience Disaster Recovery Division (SCOR DRD), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award.
in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity’s personnel for the purpose of interview and discussion related to such documents.

B. All Contractor's records with respect to all matters covered by this Contract shall be made available at any time for audit and inspection by SCOR – DRD, the State or Owner or their representatives upon their request.

29.09 Record Retention

A. Record Retention. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

2. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

3. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition;

4. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity;

5. Records for program income transactions after the period of performance. In some cases, Subrecipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned;

6. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates);

7. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the

---

5 2 CFR 200.333

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
Page 46 of 56
basis for negotiation of the rate, then the 3-year retention period for its supporting
records starts from the date of such submission;

8. If not submitted for negotiation, if the proposal, plan, or other computation is not
required to be submitted to the Federal Government (or to the pass-through entity) for
negotiation purposes, then the 3-year retention period for the proposal, plan, or
computation and its supporting records starts from the end of the fiscal year (or other
accounting period) covered by the proposal, plan, or other computation.

29.10 Section 3 Compliance

A. The work to be performed under this Contract is subject to the requirements of section 3 of
The purpose of section 3 is to ensure that employment and other economic opportunities
generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the
greatest extent feasible, be directed to low- and very low-income persons, particularly
persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which
implement Section 3. As evidenced by their execution of this contract, the parties to this
contract certify that they are under no contractual or other impediment that would prevent
them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with
which the contractor has a collective bargaining agreement or other understanding, if any, a
notice advising the labor organization or workers' representative of the contractor's
commitments under this Section 3 clause, and will post copies of the notice in conspicuous
places at the work site, where both employees and applicants for training and employment
positions can see the notice. The notice shall describe the Section 3 preference, shall set forth
minimum number and job titles subject to hire, availability of apprenticeship and training
positions, the qualifications for each; and the name and location of the person(s) taking
applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to
compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as
provided in an applicable provision of the subcontract or in this section 3 clause, upon a
finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The
contractor will not subcontract with any subcontractor where the contractor has notice or
knowledge that the subcontractor has been found in violation of the regulations in 24 CFR
part 135.

E. The contractor will certify that any vacant employment positions, including training
positions, that are filled (1) after the contractor is selected but before the contract is
executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135
require employment opportunities to be directed, were not filled to circumvent the
contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions,
termination of this contract for default, and debarment or suspension from future HUD
assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing
assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25
U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with this section 7(b).

H. The Contractor agrees to submit such reports as required to document compliance with 24 CFR Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

29.11 Contracting with Small and Minority Businesses, Women’s Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms

A. In addition to requirements included in the City of Charleston’s Minority & Women-Owned Business Enterprise (M&WBE) program, the Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible; Affirmative steps must include:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business, and the City of Charleston’s Minority & Women-Owned Business Enterprise Office.

29.12 Equal Employment Opportunity


---

6 2 CFR 200.321
7 2 CFR 200 Appendix II (C)

B. In carrying out the Project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor must take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor will, in all solicitations or advertisements for employees by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Contractor shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for the Project unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Contractor's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by SCOR-DRD and the State for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

E. In the event of the Contractor's noncompliance with the non-discrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further State government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or orders of the State, or as otherwise provided by law.

29.13 Davis-Bacon Act Compliance


---

8 2 CFR 200 Appendix II (D)
Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

B. The Contractor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The Contractor’s decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to the Federal awarding agency.

C. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

29.14 Copeland Act

A. The Contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this Contract.

29.15 Contract Work Hours and Safety Standards Act

A. Contract Work Hours and Safety Standards Act §(40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

§ 200 CFR 200 APPENDIX II (E)
requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Contractor is solely responsible for ensuring that Contractor and any subcontractors insert in any subcontract the poster requirements contained in 29 CFR 5.5(a)(1).

As used in this Section, the terms "laborers" and "mechanics" include watchmen and guards.

1. Contract Work Hours.

a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violations of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this Section.

c. Withholding for unpaid wages and liquidated damages. SCOR-DRD, HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this Section 16.


a. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety.
as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

b. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et. seq.

c. The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

29.16 Clean Air Act and Clean Water Act

A. Clean Air Act\(^1\) (42 U.S.C. 7401-7671q.)\(^2\) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), \(^3\)as amended—Contracts and subcontracts of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

B. This Contract is subject to the requirements of the Clean Air Act, as amended, 42 USC § 7401 et seq., the Federal Water Pollution Control Act (Clean Water Act), as amended, 33 USC § 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time, and the South Carolina Stormwater Management and Sediment Reduction Act.

C. Any facility to be utilized in the performance of this Contract must not be listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

D. The Contractor and its subcontractors must stipulate that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.

E. Through performance of Work under this Contract, the Contractor agrees to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 USC § 7414) and Section 308 of the Federal Water Pollution Control Act, as amended (33 USC § 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Sections 114 and 308, and all regulations and guidelines issued thereunder.

F. The Contractor is required to give prompt notice to Owner of any notification received from the Director, Office of Federal Activities, EPA, or other entities indicating that a facility utilized

\(^{10}\) 200 CFR 200 APPENDIX II (D)
\(^{11}\) 42 U.S.C. 7401-7671q.
\(^{12}\) 33 U.S.C. 1251-1387

EICDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
Page 52 of 56
or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.

G. The Contractor will include or cause to be included the criteria and requirements in this Section in every nonexempt subcontract. The Contractor is required to take such action as the State may direct as a means of enforcing such provisions.

29.17 Byrd Anti-Lobbying Amendment


B. The Contractor will include or cause to be included the criteria and requirements in the Section in every nonexempt subcontract. The Contractor is required to take such action as the State may direct as a means of enforcing such provisions.

29.18 Solid Waste Disposal Act

A. Solid Waste Disposal Act 14. The Contractor and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

29.19 Domestic Preferences for Procurements

A. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The

---

13 200 CFR 200 APPENDIX II (1)
14 200 CFR 200 APPENDIX II (2)

EJCDC® C-800, Supplementary Conditions of the Construction Contract.
Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.
Page 53 of 56
requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

29.20 Workers' Compensation Certification and Compliance

A. The Contractor is required to certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the contractor employed on the Project.

B. The Contractor is required to obtain a certificate in writing from each subcontractor on the Project that the subcontractor provides workers' compensation insurance coverage for each employee of the subcontractor employed on the Project.

C. The Contractor shall provide Contractor's certification and each subcontractor's certification to the Owner.

29.21 Mandatory Pre-Construction Conference

A. A mandatory pre-construction conference will be held at a time / date / location to be reasonably determined by Owner. The Contractor is responsible for ensuring attendance of representatives of Contractor, Subcontractor(s), Inspector(s), and all applicable utility companies.

29.22 Project Payroll Reviews

A. The Contractor is responsible for preparing a weekly certified payroll report for the Contractor and all subcontractors and submitting such to Owner on a weekly basis beginning with the first week in which construction begins on the project and for every week after until the work is complete.

B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the Work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment of provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and
records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices and trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

1. The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to Owner or its designee for transmission to HUD or its designee. The payrolls submitted shall set our accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget Under OMB Control Number 1215-0129.)

2. Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the Contractor or subcontractor or his or her agent who pays for supervises the payment of the persons employed under the contract and shall certify the following:

a. That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

b. That each laborer or mechanic (including each apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

c. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

3. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by Paragraph 30.22.B.2.

4. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

C. The Contractor or subcontractor shall make the records required under this Section available for inspection, copying, or transcription by authorized representatives of the Owner, SCDOR – DRD, HUD or its designee, and the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or
guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
WORK CHANGE DIRECTIVE NO.: [Number of Work Change Directive]

Owner: City of Charleston, South Carolina
Engineer: Davis & Floyd, Inc., and Black & Veatch
Contractor: 
Project: Medical District Drainage Tunnel Extension at Ehrhardt Street
Contract Name: 
Date Issued: 
Effective Date of Work Change Directive: 

Contractor is directed to proceed promptly with the following change(s):

Description:

[Description of the change to the Work]

Attachments:

[List documents related to the change to the Work]

Purpose for the Work Change Directive:

[Describe the purpose for the change to the Work]

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Notes to User—Check one or both of the following

☐ Non-agreement on pricing of proposed change. ☐ Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: $ __________________________ [increase] [decrease] [not yet estimated].
Contract Time: _____ days [increase] [decrease] [not yet estimated].

Basis of estimated change in Contract Price:

☐ Lump Sum ☐ Unit Price ☐ Cost of the Work ☐ Other
Recommended by Engineer (if required)

By: ____________________________

Title: __________________________

Date: __________________________

Authorized by Owner

By: ____________________________

Title: __________________________

Date: __________________________

Approved by Funding Agency (if applicable)

By: ____________________________

Title: __________________________

Date: __________________________
CHANGE ORDER NO.: [Number of Change Order]

Owner: City of Charleston, South Carolina  
Owner's Project No.:  
Engineer: David & Floyd, Inc. and Black & Veatch  
Engineer's Project No.:  
Contractor:  
Contractor's Project No.:  
Project: Medical District Drainage Tunnel Extension at Ehrhardt Street  
Contract Name:  
Date Issued:  
Effective Date of Change Order:  

The Contract is modified as follows upon execution of this Change Order:

Description:  

[Description of the change]

Attachments:

[List documents related to the change]

<table>
<thead>
<tr>
<th>Change in Contract Price</th>
<th>Change in Contract Times</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>[State Contract Times as either a specific date or a number of days]</td>
</tr>
<tr>
<td>Original Contract Price:</td>
<td>Original Contract Times:</td>
</tr>
<tr>
<td>$</td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment:</td>
</tr>
<tr>
<td>[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:</td>
<td>[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:</td>
</tr>
<tr>
<td>$</td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment:</td>
</tr>
<tr>
<td>Contract Price prior to this Change Order:</td>
<td>Contract Times prior to this Change Order:</td>
</tr>
<tr>
<td>$</td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment:</td>
</tr>
<tr>
<td>[Increase] [Decrease] this Change Order:</td>
<td>[Increase] [Decrease] this Change Order:</td>
</tr>
<tr>
<td>$</td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment:</td>
</tr>
<tr>
<td>Contract Price incorporating this Change Order:</td>
<td>Contract Times with all approved Change Orders:</td>
</tr>
<tr>
<td>$</td>
<td>Substantial Completion:</td>
</tr>
<tr>
<td></td>
<td>Ready for final payment:</td>
</tr>
</tbody>
</table>

Referred by Engineer (if required)

By:  
Title:  
Date:  

Authorized by Owner

By:  
Title:  
Date:  

Approved by Funding Agency (if applicable)

By:  
Title:  
Date:  

EJCDC® C-941, Change Order.  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.  
Page 1 of 1
FIELD ORDER NO.: [Number of Field Order]

<table>
<thead>
<tr>
<th>Owner:</th>
<th>City of Charleston, South Carolina</th>
<th>Owner’s Project No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer:</td>
<td>Davis &amp; Floyd, Inc. and Black &amp; Veatch</td>
<td>Engineer’s Project No.:</td>
</tr>
<tr>
<td>Contractor:</td>
<td></td>
<td>Contractor’s Project No.:</td>
</tr>
<tr>
<td>Project:</td>
<td>Medical District Drainage Tunnel Extension at Ehrhardt Street</td>
<td></td>
</tr>
</tbody>
</table>

Date Issued:  

Effective Date of Field Order:  

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By:  

Title:  

Date:  

EJCDC® C-942, Field Order.  
Copyright © 2018 National Society of Professional Engineers, American Council of Engineering Companies and American Society of Civil Engineers. All rights reserved.  
Page 1 of 1
OTHER CONSTRUCTION CONTRACTS

1.1 See Article 8 of the General and Supplementary Conditions of the Construction Contract.

COORDINATION

2.1 If required by Owner, Contractor shall plan, schedule, and coordinate its operations in a manner which will facilitate the simultaneous progress of work included under other contracts outside the scope of these Contract Documents.

2.2 Contractor shall coordinate with Lockwood Drive Contractor (Conti Enterprises) and Owner for dewatering of the Spring Fishburne Tunnel System for construction and removal of the President Street Tunnel bulkhead.

TEMPORARY ELECTRICAL SERVICE

3.1 The establishment of temporary electrical service required to perform the Work shall be the responsibility of the Contractor. The Contractor shall determine their requirements based on the equipment used. Dominion Energy South Carolina typically provides overhead 23.9 kV, 3-phase, primary power. The Contractor shall coordinate with Dominion Energy South Carolina to establish temporary electrical service.

REQUIRED ENGINEER HOLD POINTS AND WITNESS

4.1 Hold points require Engineer inspection and verification of minimum design standards prior to commencement of subsequent activities. Witness points do not require Engineer inspection or verification, however, Contractor notification that the work is to a point sufficient for inspection is mandatory. Contractor shall notify Engineer of the following required hold points and witness points a minimum of 24 hours in advance of commencing the work.

4.1.1 Hold Point: Engineer required inspection and verification of rebar prior to placement of concrete formwork.

4.1.2 Witness Point: Engineer optional inspection of concrete formwork prior to placement of concrete.

SALVAGE OF MATERIALS AND EQUIPMENT

5.1 Existing materials and equipment removed and not reused as a part of the Work shall become Contractor's property.

5.2 Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of Owner. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.

5.3 Salvaged items not to be reused in the Work, but to remain Owner's property shall be delivered by Contractor in good condition to Owner.

5.4 Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.
5.5 Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.

5.6 Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated.

6 LAND FOR CONSTRUCTION PURPOSES

6.1 Contractor will be permitted to use available land belonging to Owner, on or near the Site, for construction purposes and for storage of materials and equipment in accordance with the General and Supplemental Conditions.

6.1.1 Owner Identified Storage Areas:

6.1.1.1 Milford Street (Public Works) Storage Area
2150 Milford Street, Charleston, SC 29405
Contact: Kendrick Swinton (843) 494-3009
For Cannon Street shaft lid storage ONLY.

6.1.1.2 Spring Street Storage Area
212 Spring Street, Charleston, SC 29403
Contact: Owner

7 CANNON STREET ACCESS SHAFT LID

7.1 Contractor shall coordinate with the City and provide delivery of Cannon Street Shaft lid to the Owner identified storage area at Milford Street.

7.1.1 Contractor shall arrange for the safe lifting, loading, transport, and unloading of the shaft lid from the Cannon Street Site to the Milford Street Owner identified storage area. Shaft lid shall be securely stored and set on blocking, timbers, or other acceptable means to provide suitable support of the lid. Contractor shall document current condition of Cannon Street Shaft lid prior to removal from shaft.

7.1.2 Upon completion of construction activities requiring access to the Cannon Street access shaft, the Contractor shall arrange for the safe loading, transport, and unloading of the shaft lid from the Milford Street Owner identified storage area to the Cannon Street Site. Contractor shall re-set the lid atop the shaft opening and orient the lid openings to their previous positions or as directed by the Owner or Engineer.

7.1.3 Contractor shall be responsible for damage to the Cannon Street Shaft lid due to Contractors means and methods during transport and storage. Contractor shall not be responsible for damages to the shaft lid caused by the Owner or the Owners forces.

7.1.4 As-Built drawings of the Cannon Street access shaft lid are included in Appendix H.

8 OPERATION OF EXISTING FACILITIES
8.1 The existing tunnel system must be kept in continuous operation throughout the construction period. A project-duration concrete bulkhead shall be constructed in the President Street Tunnel and surface flows prevented from entering the Cannon Street Shaft, as indicated on the Drawings. No additional interruption will be permitted which adversely affects the degree of service provided. Provided permission is obtained from Owner in advance, portions of the existing facilities may be taken out of service for short periods corresponding with periods of minimum service demands for the construction and demolition of the President Street Tunnel bulkhead.

8.2 Contractor shall provide temporary facilities and make temporary modifications as necessary to keep the existing facilities in operation during the construction period.

8.3 Plan of Action

8.3.1 The Contractor shall prepare a written POA prior to affecting the operation of any existing facility. This includes, but is not limited to, electrical or process interruptions, pipeline tie-ins, flow diversions and bypass pumping, operational testing of equipment, instrumentation and control modifications, traffic interruptions, diving, contingency plan for pump failure, coordination with Lockwood Drive Contractor and Owner Personnel, etc. Unless otherwise noted or specified, POAs shall be submitted 21 days in advance of the scheduled work for review and acceptance by the Engineer and shall be submitted in accordance with the Submittals section. Each POA shall provide a detailed work plan, pertinent sketches or drawings outlining the work plan, the schedule and sequence, materials required, and personnel that will be utilized.

9 NOTICES TO OWNERS AND AUTHORITIES

9.1 Contractor shall, as provided in the General Conditions, notify owners of adjacent property and utilities when prosecution of the Work may affect them.

9.2 When it is necessary to temporarily deny access to property, Contractor shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.

9.3 Utilities and other concerned agencies shall be notified at least 48 hours prior to cutting or closing streets or other traffic areas or excavating near underground utilities or pole lines.

10 DISSEMINATION OF ESSENTIAL INFORMATION TO RESIDENTS AND IMPLEMENTATION OF A COMPLAINT RESPONSE PROGRAM

10.1 Prior to construction, residences will be notified of the construction schedule in writing by the Owner. Owner intends to respond to complaints, but depending on nature of the complaints, may delegate the responsibility to the Contractor. Contractor’s responsibilities may include, but not be limited to, the following:

10.1.1 Designate a coordinator who shall be responsible for responding to complaints.

10.1.2 Provide Owner with the coordinator’s name and telephone number that may be included in the written notification to be sent to residences.

01015-3 of 9
10.1.3 Post the coordinator's name and telephone number at site location.

10.1.4 Determine the cause of the complaints and ensure that all reasonable measures are taken to mitigate the issues.

10.1.5 Provide information as requested by Owner for subsequent dissemination

11 COORDINATION WITH HOSPITALS

11.1 Contractor shall plan, schedule, and coordinate its operations with MUSC and Roper Hospitals at least 48 hours prior to performing work that could disrupt hospital operations and deliveries. Contractor's responsibilities may include, but not be limited to, the following:

11.1.1 Designate a coordinator who shall be responsible for responding to complaints.

11.1.2 Provide hospital with the coordinator's name and telephone number that may be included in the written notification to be sent to appropriate hospital personnel outlined in contact list on Drawing G000.

11.1.3 Post the coordinator's name and telephone number at site location.

11.2 At a minimum, the following construction activities shall require coordination with hospitals.

11.2.1 Road Closures

11.2.2 Change in detours and traffic control.

11.2.3 Deliveries of large items such as drop shaft

11.2.4 Utility relocates

12 LINES AND GRADES

12.1 All Work shall be done to the lines, grades, and elevations indicated on the Drawings.

12.2 Basic horizontal and vertical control points will be established or designated by Engineer to be used as datums for the Work. All additional survey, layout, and measurement work shall be performed by Contractor as a part of the Work.

12.3 Contractor shall provide an experienced instrument person, competent assistants, and such instruments, tools, stakes, and other materials required to complete the survey, layout, and measurement work. In addition, Contractor shall furnish, without charge, competent persons and such tools, stakes, and other materials as Engineer may require in establishing or designating control points, in establishing construction easement boundaries, or in checking survey, layout, and measurement work performed by Contractor.

12.4 Contractor shall keep Engineer informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that horizontal and vertical control points may be established, and any checking deemed necessary by Engineer may be done with minimum inconvenience to Engineer and minimum delay to Contractor.

12.5 Contractor shall remove and reconstruct work which is improperly located.

01015-4 of 9
CONNECTIONS TO EXISTING FACILITIES

13.1 Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from Owner or the owning utility prior to undertaking connections. Contractor shall protect facilities against deleterious substances and damage.

13.2 Connections to existing facilities which are in service shall be thoroughly planned in advance, and all required equipment, materials, and labor shall be on hand at the time of undertaking the connections. Work shall proceed continuously (around the clock) if necessary to complete connections in the minimum time. Operation of valves or other appurtenances on existing utilities, when required, shall be by or under the direct supervision of the owning utility.

UNFAVORABLE CONSTRUCTION CONDITIONS

14.1 During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall confine its operations to work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof unless special means or precautions are taken by Contractor to perform the Work in a proper and satisfactory manner.

CUTTING AND PATCHING

15.1 As provided in General Conditions, Contractor shall perform all cutting and patching required for the Work and as may be necessary in connection with uncovering Work for inspection or for the correction of defective Work.

15.2 Contractor shall perform all cutting and patching required for and in connection with the Work, including but not limited to the following:

15.2.1 Removal of improperly timed Work.

15.2.2 Removal of samples of installed materials for testing.

15.2.3 Alteration of existing facilities.

15.2.4 Installation of new Work in existing facilities.

15.3 Contractor shall provide all shoring, bracing, supports, and protective devices necessary to safeguard all Work and existing facilities during cutting and patching operations. Contractor shall not undertake any cutting or demolition which may affect the structural stability of the Work or existing facilities without Engineer's concurrence.

15.4 Materials shall be cut and removed to the extent indicated on the Drawings or as required to complete the Work. Materials shall be removed in a careful manner, with no damage to adjacent facilities or materials. Materials which are not salvageable shall be removed from the site by Contractor.

15.5 All Work and existing facilities affected by cutting operations shall be restored with new materials, or with salvaged materials acceptable to Engineer, to obtain a finished installation with the strength, appearance, and functional capacity required. If necessary, entire surfaces shall be patched and refinished.

CLEANING UP
16.1 Contractor shall keep the site and adjacent roadways clean per section 02995 – Cleaning Up and applicable permit requirements.

17 APPLICABLE CODES

17.1 References in the Contract Documents to codes mean the International Building Code (IBC 2018). Other standard codes which apply to the Work are designated in the Specifications.

18 PRECONSTRUCTION CONFERENCE

18.1 Prior to the commencement of Work at the Site, a mandatory preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by:

18.1.1 Contractor and its superintendent(s), representatives of Contractor, Subcontractor(s), Inspector(s), and all applicable utility companies.

18.1.2 Principal Subcontractors.

18.1.3 Engineer and its Resident Project Representative.

18.1.4 Representatives of Owner.

18.1.5 Government representatives as appropriate.

18.1.6 Others as requested by Contractor, Owner, or Engineer.

18.2 Unless previously submitted to Engineer, Contractor shall bring to the conference a preliminary schedule for each of the following:

18.2.1 Progress Schedule.

18.2.2 Schedule of Values for progress payment purposes.

18.2.3 Schedule of submittals.

18.2.4 Applicable CDBG-MIT Grant requirements.

18.3 The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The agenda will include:

18.3.1 Contractor's preliminary schedules.

18.3.2 Transmittal, review, and distribution of Contractor's submittals.

18.3.3 Processing Applications for Payment.

18.3.4 Maintaining record documents.

18.3.5 Critical Work sequencing.

18.3.6 Field decisions and Change Orders.

18.3.7 Use of premises, office and storage areas, security, housekeeping, and Owner's needs.

18.3.8 Major equipment deliveries and priorities.
18.3.9 Contractor's assignments for safety and first aid.

18.4 Engineer will preside at the conference and will arrange for keeping the minutes and distributing the minutes to all persons in attendance.

18.5 Contractor is responsible for ensuring attendance of representatives of Contractor, Subcontractor(s), Inspector(s), and all applicable utility companies to mandatory preconstruction conferences as included in the Supplementary Conditions.

19 MONTHLY PROGRESS MEETINGS

19.1 Engineer shall schedule and hold regular progress meetings at least monthly and at other times as requested by Contractor or Owner or required by progress of the Work. Contractor, Engineer, and all Subcontractors active on the Site shall be represented at each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.

19.2 The scheduled Monthly Progress Meeting shall take the place of the Weekly Construction Meeting that would take place the week that the Monthly Progress Meeting is to be held. Content that would normally be prepared or presented by the Contractor during the Weekly Construction Meeting shall be prepared or presented by the Contractor as a part of the Monthly Progress Meeting.

19.3 Engineer shall preside at the meetings. Meeting minutes shall be prepared and distributed by Engineer. The purpose of the meetings will be to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop.

20 WEEKLY CONSTRUCTION MEETINGS

20.1 Contractor and Engineer will schedule and hold weekly construction meetings. It is anticipated that weekly construction meetings will be held at Contractor's office. A three-week lookahead schedule shall be prepared and distributed by Contractor at the Weekly Construction Meeting for review.

20.2 The Weekly Construction Meeting shall be replaced by the Monthly Progress Meeting the week that the Monthly Progress Meeting is scheduled.

20.3 Engineer shall preside at the meetings. Meeting minutes shall be prepared and distributed by Engineer. The purpose of the meetings will be to discuss and resolve items critical to construction progress and facilitate coordination between Engineer and Contractor.

21 SITE ADMINISTRATION

21.1 Contractor shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Contractor shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to Owner or others. Contractor shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection and may require all persons on the Site (except Owner's employees) to observe the same regulations as Contractor requires of its employees.

22 VENTILATION
22.1 Contractor shall provide minimum ventilation per OSHA 29 CFR Part 1926.800.k and be capable of handling up to 20ppm of \( \text{H}_2\text{S} \) in excavations.

23 **UNDERGROUND RESCUE TEAM**

23.1 Contractor shall take full responsibility for the implementation and coordination of evacuation and rescue from the underground works in the case of collapse, accident, or other significant event.

23.2 Contractor shall establish emergency procedures in conjunction with the Health and Safety Plan including, but not limited to, coordination with Owner; Engineer and all applicable emergency support services such as the fire department and the police.

23.3 Contractor shall provide a Rescue Team compliant with 29 CFR 1926.800(g)(5) at the job site fully equipped with self-contained oxygen breathing apparatus, each with a minimum of 4 hours capacity and all other required underground rescue equipment as listed in 30 CFR 49.6. Establish the rescue team and provide equipment and training prior to commencing the tunnel excavation. Maintain training and practice for the members of the rescue team throughout the project.

23.4 Contractor shall arrange with locally available rescue services to respond to emergencies at the project site prior to commencing shaft excavation operations.

23.5 Contractor shall undertake full evacuation and rescue drills with all personnel, equipment, materials, and support in accordance with Contractor’s Health and Safety Plan in order to ensure proper coordination and execution. Full evacuation and rescue drills shall be performed within the first 100 feet of tunnel excavation at a minimum.

24 **TUNNEL CONSTRUCTION SEQUENCE**

24.1 The following provides a recommended sequence for the construction and removal of the President Street Tunnel Bulkhead including dewatering, construction and removal of surface plugs, and abandonment of temporary drainage connections. This recommended sequence does not include all construction details or activities. The recommended tunnel construction sequence shall be taken into account in preparation of the construction schedule. Contractor shall develop a schedule which fits the proposed means and methods and schedule constraints. Alternative proposed sequences shall be submitted to Engineer for review and potential acceptance.

24.1.1 Dewater S/F Tunnel-System at direction from owner in writing, Receive Notice to proceed with the S/F Tunnel System in a dewatered state.

24.1.2 Construct required floodproofing, to elevation 9.0’ NAVD88, around the Cannon Street Shaft.

24.1.3 Give notice to the Owner, in writing, 15 days prior to commencing construction of the Bulkhead.

24.1.4 Construct President Street Tunnel Bulkhead.

24.1.5 Remove surface plugs when directed by Owner (other than Cannon Street Shaft).

24.1.6 Complete tunnel and drop shaft construction.

24.1.7 Construct surface plugs.
24.1.8  **Request Dewatering of the S/F Tunnel System at direction from the owner in writing 15 calendar days prior to commencing Bulkhead demolition.**

24.1.9.1  **Contractor should expect a duration for complete dewatering of the S/F Tunnel System of ten (10) days.**

24.1.9.2  Remove President Street Tunnel Bulkhead.

24.1.10.2  Remove surface plugs.

24.1.11.2  Abandon temporary drainage connections.

(End of Section 01015)
Part 1  GENERAL

1.1  SCOPE

1.1.1  This section lists the Drawings which cover the Work.

1.2  DRAWING LIST

1.2.1  Drawing Page Numbers, Sheet Numbers, and Titles are as follows:

<table>
<thead>
<tr>
<th>Page Number</th>
<th>Sheet Number</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>G000</td>
<td>Cover</td>
</tr>
<tr>
<td>2</td>
<td>G001</td>
<td>General Notes</td>
</tr>
<tr>
<td>3</td>
<td>C010</td>
<td>Ehrhardt St Existing Conditions</td>
</tr>
<tr>
<td>4</td>
<td>C020</td>
<td>Cannon St Casisson Existing Conditions</td>
</tr>
<tr>
<td>5</td>
<td>C030</td>
<td>Easement Plan</td>
</tr>
<tr>
<td>6</td>
<td>C040</td>
<td>Layout and Control Plan</td>
</tr>
<tr>
<td>7</td>
<td>C100</td>
<td>Demolition Plan</td>
</tr>
<tr>
<td>8</td>
<td>C210</td>
<td>Cannon St Site Plan</td>
</tr>
<tr>
<td>9</td>
<td>C211</td>
<td>Ehrhardt St Site Plan</td>
</tr>
<tr>
<td>10</td>
<td>C220</td>
<td>Tunnel Instrumentation Plan</td>
</tr>
<tr>
<td>11</td>
<td>C310</td>
<td>Phase 1 Drainage Plan and Profiles</td>
</tr>
<tr>
<td>12</td>
<td>C311</td>
<td>Drainage Plan and Profiles</td>
</tr>
<tr>
<td>13</td>
<td>C312</td>
<td>Drainage Plan and Profiles</td>
</tr>
<tr>
<td>14</td>
<td>C313</td>
<td>Drainage Plan and Profiles</td>
</tr>
<tr>
<td>15</td>
<td>C314</td>
<td>Vortex Structure Vent Piping Plan and Profile</td>
</tr>
<tr>
<td>16</td>
<td>C315</td>
<td>Site Restoration Plan</td>
</tr>
<tr>
<td>17</td>
<td>C320</td>
<td>Tunnel Plan and Profile</td>
</tr>
<tr>
<td>18</td>
<td>C321</td>
<td>Tunnel Cross Section and Details</td>
</tr>
<tr>
<td>19</td>
<td>C430</td>
<td>Water Relocation Plan</td>
</tr>
<tr>
<td>20</td>
<td>C440</td>
<td>Sewer Relocation Plan</td>
</tr>
<tr>
<td>21</td>
<td>C001</td>
<td>Structural Notes (Vortex Structure)</td>
</tr>
<tr>
<td>22</td>
<td>C002</td>
<td>Sched of Special Inspections (Vortex Structure)</td>
</tr>
<tr>
<td>23</td>
<td>S101</td>
<td>Vortex Structural Sections and Details</td>
</tr>
<tr>
<td>24</td>
<td>S110</td>
<td>Structural Notes (Tunnel and Dropshaft)</td>
</tr>
<tr>
<td>25</td>
<td>S111</td>
<td>Cannon St Shaft Plan and Sections</td>
</tr>
<tr>
<td>26</td>
<td>S112</td>
<td>Tunnel Structural Sections and Details</td>
</tr>
<tr>
<td>27</td>
<td>S113</td>
<td>Ehrhardt Drop Shaft Plan and Sections and Details</td>
</tr>
<tr>
<td>28</td>
<td>S114</td>
<td>Existing President Street Tunnel Bulkhead Details</td>
</tr>
<tr>
<td>29</td>
<td>C501</td>
<td>Traffic Control Plan – Phase 1</td>
</tr>
<tr>
<td>30</td>
<td>C502</td>
<td>Detour Plan – Phase 1</td>
</tr>
<tr>
<td>31</td>
<td>C503</td>
<td>Detour Plan – Phase 2</td>
</tr>
<tr>
<td>32</td>
<td>C510</td>
<td>Erosion Control Plan – Phase 1</td>
</tr>
<tr>
<td>33</td>
<td>C520</td>
<td>Erosion Control Plan – Phase 2</td>
</tr>
<tr>
<td>34</td>
<td>C820</td>
<td>Details – Erosion Control</td>
</tr>
<tr>
<td>35</td>
<td>C821</td>
<td>Details – Grading and Drainage</td>
</tr>
<tr>
<td>36</td>
<td>C822</td>
<td>Details – Grading and Drainage</td>
</tr>
<tr>
<td>37</td>
<td>C823</td>
<td>Details – Concrete, Paving, Signage, and Fencing</td>
</tr>
<tr>
<td>38</td>
<td>C824</td>
<td>Details – Sanitary Sewer</td>
</tr>
<tr>
<td>39</td>
<td>C830</td>
<td>Details – Vortex Structure</td>
</tr>
</tbody>
</table>

01018-1 of 2
1.2.2 The Drawings listed above are supplemented by drawings bound in the Project Manual and listed in the Table of Contents.

Part 2 Products
2.1 Not Used.

Part 3 Execution
3.1 Not Used.

(End of Section 01018)
PART 1 GENERAL
1.1. SCOPE

1.1.1. This section establishes the basis for Measurement and Payment for the Work to be performed under the respective Bid Items listed in the BID, Section 00410 (C-410).

PART 2 PRODUCTS

2.1. Not Used.

PART 3 EXECUTION

3.1. GENERAL

3.1.1. The Bid Price shall constitute full compensation for performing each item of work including providing the products, all activities and incidental required for the installation and completion of each item in accordance with the Contract Drawings, Specifications, and requirements. These terms as they relate to City's payment obligations, are subject to Article 15 of the General Conditions. In event of any conflict, Article 15 controls.

3.1.2. In addition to those items indicated and identified as a separate Bid Item to be measured and paid for as an individual and independent item of work, the Bid Price for each item shall be full compensation for the following activities: Project Management and Coordination, Meetings, Documentation, Record Keeping and Reporting (Including CDBG-MIT Grant Special Provision requirements), Furnishing and installing all materials and equipment, including excavation, hauling, spilling of native soils onsite, disposal of surplus excavation or material, backfill, compaction, proof-rolling, material testing, landfill tipping fees, dust control, all necessary shoring, bracing, supports and protective devices, bracing of existing or new utilities and storm pipes in trench excavations, dewatering and associated measurement, soils and media management, handling water flows, protection of or removing and replacing base and pavement, property corners, signs, fences, landscaping, lawns, trees, shrubs, protection of above and below ground utility lines and appurtenances, temporary utility services (water, electrical, sewer, etc.) needed for construction, provisions needed for any hold points and witnessing of work by the Owner or Engineer, complaint response program and complaint coordinator, hospital coordinator, development of health and safety plan(s), underground rescue team and associated drills, project incidents as defined in the Project Requirements, coordination with utility agencies for utility relocations and other project requirements, governmental agencies including CDBG-MIT grant administrators, the Owner, and the Owner's consultants, maintenance of drives and streets, site clean-up, and addressing and completing punch list items, and completion of final close-out processes incidental to the work specified in the Contract Documents.

3.2. REJECTED, EXCESS, AND WASTED MATERIAL

3.2.1. The following quantities will not be included for payment:

3.2.1.1. Quantities of material wasted or disposed of in a manner not called for under the Contract Documents or as a consequence of the construction method used to perform the work.
3.2.1.2. Rejected loads of material, including material rejected after it has been placed by reasons of the failure of the Contractor to comply with the provisions of the Contract.

3.2.1.3. Material not unloaded from the transporting vehicle.

3.2.1.4. Material not incorporated into the final Work

3.2.1.5. Material remaining on hand after completion of the Work.

3.3. PAYMENT

3.3.1. Unit Price Basis

3.3.1.1. Section 00410 (C-410) — Bid Form identifies and indicates units of measurement for unit price items of Work. Payment for such items shall be made by multiplying unit quantities of each item of Work by the unit price bid for the item of work satisfactorily completed, accepted by the Owner, and not otherwise included with work covered under separate bid item.

3.3.2. Lump Sum Basis

3.3.2.1. Section 00410 (C-410) — Bid Form identifies and indicates those items of Work which are measured on a lump sum (LS) basis. Unless otherwise indicated, requests for payment for lump sum items shall be prepared by the Contractor and accepted by the Owner upon demonstration of such request being in accordance with an approved and accepted schedule of values providing a well-balanced and detailed apportionment of the lump sum price for the item of work satisfactorily completed, accepted by the Owner, and not otherwise included with work covered under separate bid item.

3.3.3. Price Indexes

3.3.3.1. The following items will be indexed: Monthly Asphalt Adjustment. The SCDOT June 2021 Index for each shall be used for bidding and as the benchmark for future adjustments.

3.4. QUANTITIES

3.4.1. Estimated Quantities

3.4.1.1. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only (a) as a basis for estimating the probable cost of the Work and (b) for the purpose of comparing the Bids submitted for the Work. The actual amounts of work done, and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for work and materials will be the actual amount of work done and materials furnished as approved by the Owner. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated amounts therefor.

3.4.2. Excavation and Trenching

3.4.2.1. Except where otherwise specified, the unit or lump sum price bid for each item of Work which involves excavation or trenching shall include all costs...
for such Work. No separate payment shall be made for excavation or trenching. All trenching shall be unclassified as to materials which may be encountered, and trenches shall be unclassified as to depth. All excavation work required for structures shall be unclassified as to materials which may be encountered; such excavation work shall be considered to be a subsidiary obligation of Contractor and the cost of such excavation shall be included in the prices bid for the structures.

3.4.2.2. All excavation work required for structures, not otherwise paid for as trenching, shall be considered to be a subsidiary obligation of Contractor and the cost of such excavation shall be included in the prices bid for the structures.

3.5. MEASUREMENT AND PAYMENT ITEMS AND DESCRIPTIONS

GENERAL ITEMS

ITEM NO. 1 – MOBILIZATION

A. MOBILIZATION (Maximum 5% of Total Base Bid Items 3-17)

Payment for Mobilization will be made in three partial payments for equal portions of the total lump sum amount stated on the Bid Form. Mobilization shall not exceed 5% of Items 3-17. Payments will be made following demonstration to the Engineer that progress for assembling equipment on site and other preparatory actions have been satisfactorily accomplished. The Lump Sum Bid shall include but not necessarily be limited to the cost associated with paying bond and insurance premiums and licensure for the work, moving all forces, supplies, equipment, and incidentals to the work site regardless of the number of times such moves are made, establishing, furnishing, and maintaining an on-site/nearest site work office, preparation of the work site, project signage, site photographic and video documentation at each of the project sites, site video monitoring and documentation at each of the project sites, construction site utility services / connections, and establishing a field office.

ITEM NO. 2 – ALLOWANCES

A. OWNERS DISCRETIONARY ALLOWANCE

Payment for work performed under the Owners Discretionary Allowance will be made in partial payments as approved by the Owner for work satisfactorily completed in accordance with Specification Section 01120 Allowances.

B. UTILITY RELOCATION ALLOWANCE

Payment for work performed under the Utility Relocation Allowance will be made in partial payments as approved by the Owner for work satisfactorily completed in accordance with Specification Section 01120 Allowances.

ITEM NO. 3 – GENERAL ITEMS

A. SURVEYING


B. AS-BUILT DRAWINGS / PROJECT CLOSEOUT
The Lump Sum Bid for the As-built Drawing / Project Closeout shall include the costs associated with preparing and submitting the items required by the City of Charleston, including but not limited to requirements associated with CDBG-MIT Grant Special Provisions, to close out the project. The Contractor shall include the costs associated with video inspection (both at closeout and at the two-year warranty period) of the finished near surface storm pipe system, preparation of as-built drawings by a licensed surveyor as indicated on the drawings and in accordance with the requirements of the City of Charleston and the CDBG-MIT Grant Program. Note, tunnel as-built / record drawings are and other tunnel related closeout items are NOT included in this item and are included in the Lump Sum Bid associated with Item 16B and 16C.

Payment, for the Stormwater System Closeout, will be full compensation for work satisfactorily completed.

C. TYPE 1 CONTAMINATED MATERIAL HANDLING AND DISPOSAL

The Unit Price Bid for Type 1 Contaminated Material Handling and Disposal (Types of Contaminated Materials are defined in Specification Section 02500 – Contaminated Material Handling and Disposal) shall include the costs associated with the additional work specified for excavation, dewatering, hauling in approved vehicles, temporary stockpiling, ground and stockpile covering, protection of uncontaminated materials on the site from contamination, sampling, and testing of materials to be removed from areas designated as containing contaminated soils. The Contractor shall also include all labor, materials, equipment, supplies, and incidentals as well as the costs associated with the transportation and offsite disposal (at an approved location) of all materials classified as Type 1 by the laboratory analysis performed on the soils prior to excavation, in accordance with the Plans and Specifications and other terms of the Contract.

Measurement of the Type 1 Contaminated Material Disposal shall be in tons as measured by lift tickets from certified scales provided by the permitted disposal site.

D. TYPE 2 CONTAMINATED MATERIAL HANDLING AND DISPOSAL

The Unit Price Bid for Type 2 Contaminated Material Handling and Disposal (Types of Contaminated Materials are defined in Specification Section 02500 – Contaminated Material Handling and Disposal) shall include the costs associated with the additional work specified for excavation, dewatering, hauling in approved vehicles, temporary stockpiling, ground and stockpile covering, protection of uncontaminated materials on the site from contamination, sampling, and testing of materials to be removed from areas designated as containing contaminated soils. The Contractor shall also include all labor, materials, equipment, supplies, and incidentals as well as the costs associated with the transportation and offsite disposal (at an approved location) of all materials classified as Type 2 by the laboratory analysis performed on the soils prior to excavation, in accordance with the Plans and Specifications and other terms of the Contract.

Measurement of the Type 2 Contaminated Material Disposal shall be in tons as measured by lift tickets from certified scales provided by the permitted disposal site.

E. TYPE 3 CONTAMINATED MATERIAL HANDLING AND DISPOSAL

The Unit Price Bid for Type 3 Contaminated Material Handling and Disposal (Types of Contaminated Materials are defined in Specification Section 02500 – Contaminated Material Handling and Disposal) shall include the costs associated with the additional work specified for excavation, dewatering, hauling in approved vehicles, temporary stockpiling, ground and stockpile covering, protection of uncontaminated materials on the site from contamination, sampling, and testing of materials to be removed from areas designated as containing contaminated soils. The Contractor shall also include all labor, materials, equipment, supplies, and incidentals as well as the costs associated with the transportation and offsite disposal (at an approved location) of all materials classified as Type 3 by the laboratory analysis performed on the soils prior to excavation, in accordance with the Plans and Specifications and other terms of the
Contract.

Measurement of the Type 3 Contaminated Material Disposal shall be in tons as measured by lift tickets from certified scales provided by the permitted disposal site.

F. CONTAMINATED GROUNDWATER HANDLING

The Unit Price Bid for Contaminated Groundwater Handling shall include the costs associated with the handling of groundwater in accordance with Specification Section 02240 – Control of Water. The unit price is based upon a maximum duration of 90-days.

G. PROJECT SIGN

The Unit Price Bid for Project Sign(s) shall include the costs of furnishing the materials, labor, and equipment, as well as the costs, including but not limited to, submitting the final sign design to the Owner for approval, fabrication of the sign(s), and furnishing fence posts, and other appurtenant materials necessary for installing the project signs per Specification Section 06090 – Carpentry. The Contractor shall also include the costs associated with maintaining and repairing the sign(s) throughout the Contract times, and removal of the sign(s) at project closeout.

The method of measurement shall be the number of Project Signs installed and accepted.

Payment, at the Unit Price Bid, shall be for full compensation for each Project Sign satisfactorily completed.

INCIDENTAL

ITEM NO. 4 – TRAFFIC CONTROL AND TEMPORARY SIGNAGE

A. THROUGH B. Phase 1 and Phase 2 Traffic Control

The Lump Sum Bid for Maintenance of Traffic shall be full compensation for and include all labor, equipment, and materials not covered under separate bid item as necessary to complete the installation and continual maintenance of signage, barricades, barriers, temporary striping, impact attenuators, flagmen, traffic detours, and preparing a Traffic Control Plan (for each phase of work), submitting the Traffic Control Plan for review and approval by the City and SCDOT, addressing City and SCDOT comments to the Traffic Control Plan, in accordance with the Drawings and Specifications.

ITEM NO. 5 – SEDIMENT AND EROSION CONTROL

A. THROUGH B. – INLET PROTECTION

The accepted quantity of Inlet Protection will be paid for at the Unit Price Bid for inlet protection of the type and size specified. The price and payment shall be full compensation for furnishing and installing and maintaining inlet protection devices throughout the Contract Times. The Contractor shall include the costs associated with removal and disposal of material intercepted in the inlet protection devices, maintenance, inspection, and repair of inlet protection during the Contract Times, removal of inlet protection measures upon authorization; and shall include all materials, equipment, labor, and incidentals necessary to complete the work.

Inlet Protection will be measured as complete units of the size and type specified installed, accepted, maintained, and removed upon authorization.

Payment, at the Unit Price Bid, shall be for full compensation for work satisfactorily completed.

C. 12” DIAMETER SEDIMENT TUBES (FOR CONSTRUCTION FENCING)
The Unit Price Bid for installing 12" diameter sediment tubes indicated on the drawings shall include the costs of furnishing installing, maintaining (during the Contract Times), inspecting, and removing (upon authorization) and disposing of the sediment tubes in the locations specified on and as detailed in the Drawings. The Contractor shall also include the costs associated with removal and offsite disposal of material intercepted by the sediment tubes during the Contract Times.

Measurement of the 12" diameter sediment tubes shall be in linear feet sediment tubes installed, accepted, maintained, and removed upon authorization.

Payment, at the Unit Price Bid, shall be for full compensation for each linear foot of 12" sediment tube satisfactorily installed and accepted.

D. CONCRETE WASHOUT CONTAINMENT

The Lump Sum bid for Concrete Washout Containment shall be full compensation for and include all labor, equipment, and materials necessary to provide portable/disposable containers or other means to contain water and concrete from the washout and cleaning of concrete trucks for all concrete placement operations. The Contractor shall also include the costs associated with removal and offsite disposal of the water and concrete from the washout and cleaning of concrete trucks.

E. HYDROSEEDING

The Unit Price Bid for Hydroseeding/Grassing shall include, but not be limited to, furnishing, and installing all material, labor, equipment, and incidental items required to install Hydroseeding/Grassing and establish a stand of grass as shown on the drawings and as called for in the specifications. The Unit Price Bid shall constitute full compensation for grading, import of topsoil, planting, fertilizing, soil amendments, soil testing, temporary irrigation, jute matting, and all other work incidental to the installation of Hydroseeding/Grassing.

The method of measurement shall be the square yards of hydroseeding installed and accepted.

Payment for Hydroseeding/Grassing will be for each square yard of hydroseeding satisfactorily installed and accepted.

F. SOD

The Unit Price Bid for Sod shall include, but not be limited to, furnishing, and installing all material, labor, equipment, planting materials and incidental items required to install the sod as shown on the plans and as called for in the specifications. The Unit Price Bid shall constitute full compensation for grading, import of topsoil, planting, fertilizing, soil amendments, soil testing, temporary irrigation, and all other work incidental to the installation of the Sod.

The method of measurement shall be the square yards of sod installed and accepted.

Payment for the sod will be full compensation for work satisfactorily installed and accepted.

G. SILT FENCING

The accepted quantity of Silt Fencing will be paid for at the Unit Price Bid. The price and payment shall be full compensation for furnishing and installing the silt fencing to including posts, post caps, filter fabric, wire mesh, maintenance, repair, inspection of the silt fence for the duration of Contract Times, and removal of the Silt Fence upon authorization. The Contractor shall also include removal and offsite disposal of material intercepted by the Silt Fencing, and shall also include all materials, equipment, labor, and incidentals necessary to complete the work.
Silt Fencing will be measured by the linear foot along the bottom of the fence from outside to outside of end posts for each continuous run of fence.

Payment, at the Unit Price Bid, shall be for full compensation for work satisfactorily completed.

ITEM NO. 6 — FENCING

A. TEMPORARY CONSTRUCTION FENCING

The accepted quantity of Temporary Construction Fencing will be paid for at the Unit Price Bid. The price and payment shall be full compensation for furnishing and installing fence including posts, rails, post caps, braces, wire mesh, visual screening, maintenance, repair, and inspection of fence for the duration of the project phase; and shall include all materials, equipment, labor, and incidentals necessary to complete the work.

Temporary Construction Fencing will be measured by the linear foot along the bottom of the fence from outside to outside of end posts for each continuous run of fence.

Payment, at the Unit Price Bid, shall be for full compensation for work satisfactorily completed.

B. TEMPORARY CONSTRUCTION FENCING (TYPE 2)

The accepted quantity of Type 2 Construction Fencing will be paid for at the Unit Price Bid. The price and payment shall be full compensation for furnishing and installing fence including posts, concrete, rails, post caps, braces, pickets, maintenance, repair, and inspection of fence for the duration of the Contract Times; and shall include all materials, equipment, labor, and incidentals necessary to complete the work.

Type 2 Construction Fencing will be measured by the linear foot along the bottom of the fence from outside to outside of end posts for each continuous run of fence.

Payment, at the Unit Price Bid, shall be for full compensation for work satisfactorily completed.

C. 8' PRIVACY FENCING (REPLACE EXISTING FENCE IN LIKE KIND)

The accepted quantity of 8' Privacy Fencing will be paid for at the Unit Price Bid. The price and payment shall be full compensation for furnishing and installing fence including posts, concrete, rails, post caps, braces, pickets, and deterrents in the form existing on site. The Contractor shall also include all materials, equipment, labor, and incidentals necessary to complete the work.

Type 2 Construction Fencing will be measured by the linear foot along the bottom of the fence from outside to outside of end posts for each continuous run of fence.

Payment, at the Unit Price Bid, shall be for full compensation for work satisfactorily completed.

D. 12' GATE

The Unit Price Bid for Gates shall include the costs of furnishing the materials, labor, and equipment, as well as the costs, including but not limited to, furnishing gate posts, gate hardware, and other appurtenant materials necessary for installing the Gates per Specification Section 02711 — WOODEN FENCES AND GATES.

The method of measurement shall be the number of Gate(s) installed and accepted.

Payment, at the Unit Price Bid, shall be for full compensation for each Gate(s) satisfactorily completed.
NEAR SURFACE DRAINAGE SYSTEM

ITEM NO. 7 – DEMOLITION, REMOVAL, CLEANING, INSPECTION AND PLUGGING

A. PLUG AND ABANDON EXISTING STORMWATER SYSTEM

The Unit Price Bid for plugging and abandoning existing stormwater features shall include the costs of all labor, materials, equipment, and documentation necessary to plug and fill features to be abandoned in place, in accordance with the Drawings and Specifications. The Unit Price Bid shall include, but is not limited to, excavation, dewatering, backfilling, compaction, plugs, flowable fill, and all other work shown on or incidental to the work described in the Contract Plans and Specifications.

The method of measurement shall be by the cubic yard (CY) of flowable fill used to fill the stormwater features.

Payment, at the Unit Price Bid, shall be for full compensation for each yard of material satisfactorily installed and accepted.

B. REMOVAL AND DISPOSAL OF EXISTING STORMWATER STRUCTURES

The Unit Price Bid for removal and disposal of stormwater structures shall include the costs of all labor, materials, and equipment necessary to remove and dispose of existing drainage structures to be removed, in accordance with the Contract Plans and Specifications. The Unit Price Bid shall include, but is not limited to, excavation, dewatering, backfilling, compaction, offsite disposal, flowable fill, salvage of existing castings and covers, as well as the costs associated with hauling the existing castings and covers to the Owners storage yard, and all other work shown on or incidental to the work described in the Contract Plans and Specifications. No separate payment will be made for flowable fill used in the abandonment of existing stormwater structures.

The method of measurement shall be the number of stormwater structures removed and disposed of offsite.

Payment, at the Unit Price Bid, shall be for full compensation for each existing stormwater structure satisfactorily removed and disposed of offsite.

C. REMOVAL OF EXISTING STORMWATER PIPELINES

The Unit Price Bid for Removal of Existing Stormwater Pipelines indicated on the drawings shall include the costs of saw-cutting and removal of existing asphalt, sidewalk, or other hardscape, trench excavation, disposal of excess excavated material offsite, removal and disposal of existing piping offsite, sheeting, shoring, and bracing, bracing for shallower utilities, and dewatering. The Contractor shall also include backfilling, compaction, testing, and replacement of existing asphalt prior to final paving.

Measurement of the Removal of Existing Stormwater Pipelines shall be in linear feet along the centerline of the pipe as measured horizontally from the inside face of the outlet drainage structure to the inside face of the inlet drainage structure. This will reflect the actual length of pipe installed. Storm drain pipes without drainage structure inlets or outlets shall be measured to the end of the pipe.

Payment, at the Unit Price Bid, shall be for full compensation for each linear foot of storm drain piping satisfactorily removed.

D. CLEAN AND INSPECT EXISTING STORMWATER PIPELINE (UP TO 18")

The Unit Price Bid for cleaning and inspection of existing storm piping shall include the costs of all labor, materials, and equipment necessary to clean and inspect the existing stormwater system (pipe and structures) that shall remain in place and be connected to the new drainage system. The Unit Price Bid shall
include, but is not limited to, dewatering, cleaning, disposal of material removed from the existing pipeline, CCTV inspection, documentation of pipe, and all other work shown or incidental to the work described in the Contract Documents.

The method of measure shall be by the linear foot as measure along the centerline of the pipe inspected from the point of tie-in to the nearest accessible upstream / downstream structure or the limits specified by the Engineer.

Payment, at the Unit Price Bid, shall be for full compensation for each length of pipe satisfactorily inspected and cleaned.

E. PLUGGING OF EXISTING STORMWATER SYSTEM TEMPORARY CONNECTIONS (<36")

The Unit Price Bid for plugging of existing stormwater system temporary connections shall include the costs of all labor, materials, equipment, and documentation necessary to plug and fill features to be abandoned in place, in accordance with the Drawings and Specifications. The Unit Price Bid shall include, but is not limited to, excavation, dewatering, backfilling, compaction, plugs, flowable fill, and all other work shown on or incidental to the work described in the Contract Plans and Specifications.

The method of measurement shall be by the cubic yard (CY) of flowable fill used to fill the stormwater features.

Payment, at the Unit Price Bid, shall be for full compensation for each yard of material satisfactorily installed and accepted.

F. PLUGGING OF EXISTING STORMWATER SYSTEM TEMPORARY CONNECTIONS (≥36")

The Unit Price Bid for plugging of existing stormwater system temporary connections shall include the costs of all labor, materials, equipment, and documentation necessary to plug and fill features to be abandoned in place, in accordance with the Drawings and Specifications. The Unit Price Bid shall include, but is not limited to, excavation, dewatering, backfilling, compaction, plugs, flowable fill, and all other work shown on or incidental to the work described in the Contract Plans and Specifications.

The method of measurement shall be by the cubic yard (CY) of flowable fill used to fill the stormwater features.

Payment, at the Unit Price Bid, shall be for full compensation for each yard of material satisfactorily installed and accepted.

ITEM NO. 8 – PIPING

A. THROUGH F. DRAINAGE PIPE

The Unit Price Bid for installing storm drainage pipes indicated on the drawings shall include the costs of furnishing and installing the storm drain pipelines in the locations specified on the drawings in accordance with Specification Section – 02451 REINFORCED CONCRETE PIPE or Section – 02455 DUCTILE IRON STORM SEWER PIPE as well as the costs of saw-cutting and removal of existing asphalt, sidewalk, or other hardscape, trench excavation, disposal of excess excavated material offsite, sheeting, shoring and bracing, bracing for shallower utilities, dewatering, coordination of utility relocations by others, removal and disposal of existing storm drainage lines incidental to the construction of the proposed piping. The Contractor shall also include bedding, filter fabric, filter fabric pipe joint wrap, backfilling, compaction, testing, replacement of existing asphalt prior to final paving, and storm drain line tie-in to existing structures.

Measurement of the storm drainage pipes shall be in linear feet along the centerline of the pipe as measured
horizontally from the inside face of the outlet drainage structure to the inside face of the inlet drainage structure. This will reflect the actual length of pipe installed. Storm drain pipes without drainage structure inlets or outlets shall be measured to the end of the pipe.

Payment, at the Unit Price Bid, shall be for full compensation for each linear foot of storm drain piping satisfactorily installed and accepted.

G. FLOWABLE FILL

The Unit Price Bid for flowable fill shall include the furnishing and placing of flowable fill material as specified or directed by the Owner or Engineer for stormwater piping and includes proportioning, mixing, handling, hauling, placing, maintenance, and protection of the flowable fill. The Unit Price Bid shall include, but is not limited to, providing admixture, shoring, steel plates, and all other materials, labor, equipment, tools, supplies, transportation, and incidentals necessary to complete the work in accordance with the Contract Plans and Specifications.

The method of measurement shall be the volume in cubic yards (CY) of flowable fill delivered to the job site and incorporated into the work.

Payment, at the Unit Price Bid, shall be for full compensation for each cubic yard (CY) of flowable fill satisfactorily completed.

H. MUCK AND FILL

The Unit Price Bid for Muck and Fill shall include the removal and offsite disposal of unsatisfactory subgrade soil materials and replacement with offsite borrow soil materials in accordance with Section 02220 – EXCAVATION AND BACKFILL. The Contractor shall also include the costs for all labor, equipment, hauling, sheeting, shoring, bracing, dewatering, and compaction, and all other work required for Muck and Fill. The Engineer or Engineer's Representative must approve this item prior to placement.

Muck and fill will be measured in place.

Payment, at the Unit Price Bid, shall be for full compensation for each cubic yard (CY), measured in place, of muck and fill satisfactorily completed.

ITEM NO. 9 - STRUCTURES

A. VORTEX STRUCTURES

The Lump Sum Bid for Vortex Structures shall include the costs of furnishing the materials, labor, and equipment, as well as the costs, including but not limited to, excavation, shoring, temporary support, dewatering, stone bedding, backfilling, compaction, testing, and offsite disposal of any excess material as required for the installation of the Vortex Structures at the locations specified on the Contract Plans and in accordance with the Contract Specifications. Frames, covers, installation of micropile foundations, load testing of the micropile foundations, base slab, walls, and top slab(s), to including forming and finishing, reinforcing steel, fabrication, forming, and finishing of vortex shaping, vortex pipe, vortex pipe seismic joint, lightweight fill material, transition steel pieces, inlet pipe boots/seals, vent piping and fittings and miscellaneous concrete, and all other materials necessary to complete the work shall be included in the Lump Sum Bid.

Payment, at the Lump Sum Bid, shall be for full compensation for work satisfactorily installed and completed.
B. THROUGH I. STRUCTURES

The Unit Price Bid for stormwater structures shall include the costs of furnishing the materials, labor, and equipment, as well as the costs, including but not limited to, excavation, shoring, dewatering, stone bedding, backfilling, compaction, testing, replacement of existing asphalt prior to final milling and paving, and offsite disposal of any excess material as required for the installation of the structures at the locations specified on the Contract Plans and in accordance with the Contract Specifications. Frames, covers, structure wrapping, outlet pipe boots/seals for structures upstream of vortex structures, C900 PVC sewer pipe, casing, casing spacers, casing end seals and couplings for conflict structures, tie-in to existing storm drainage lines, setting frames and covers to grade and slope and all other materials necessary to complete the work shall be included in the Unit Price Bid.

The method of measurement shall be the number of structures installed and accepted.

Payment, at the Unit Price bid, shall be for full compensation for each structure satisfactorily completed.

SITE WORK

ITEM NO. 10 - DEMOLITION AND REMOVAL

A. 2” MILL OF EXISTING PAVEMENT


B. REMOVAL AND DISPOSAL OF EXISTING CONCRETE SIDEWALK, CURB, AND DRIVEWAYS

The Unit Price Bid for removal and disposal of existing sidewalk and concrete curb and driveways shall include the costs of furnishing labor and equipment for removing, as well as the costs for hauling and disposal of existing sidewalk, concrete curbing, and driveways not otherwise incidental to construction of new work or associated with work covered under separate bid item.

Measurement for removal and disposal of existing sidewalk and curbing shall be the area removed measured in square yards (SY) of existing sidewalk and curbing removed from the job site.

Payment, at the Unit Price Bid, shall be for full compensation for the work satisfactorily completed.

C. REMOVAL OF TREES, VEGETATION, AND FENCING

The Lump Sum Bid for demolition and removal trees, vegetation, and fencing shall include the costs of furnishing labor, materials, excavation, backfill, and equipment necessary for completely removing, trees, stumps and roots, vegetation stumps and roots, fencing, fence posts and associated concrete, within the limits shown on the Contract Plans. The Contractor shall also include the costs associated with offsite disposal of the trees, stumps and roots, vegetation, and fencing and other associated items within the limits shown on the Contract Plans.

Payment, at the Lump Sum Bid, shall be for full compensation for work satisfactorily completed.

ITEM NO. 11 - PAVEMENT

A. LIQUID ASPHALT BINDER

B. HOT MIX ASPHALT SURFACE COURSE TYPE B


ITEM NO. 12 – SIDEWALK, CURBING, AND DRIVEWAYS

A. 18” CONCRETE CURB AND GUTTER


B. 4” CONCRETE SIDEWALK

The Unit Price Bid for concrete sidewalk shall include, but not be limited to, furnishing, and installing all material, labor, equipment, and incidental items required to construct the new work as shown on the drawings and as called for in the specifications. The Unit Price Bid shall constitute full compensation for, installation the new sidewalk, ADA accessible ramps, the adjustment of existing utility covers (i.e., water meter boxes, valve boxes, gas meter boxes, etc.), and the removal and/or relocation of incidental obstructions.

Measurement of the concrete sidewalk shall be by the square yard (SY) of concrete sidewalk installed.

Payment for the sidewalk will be full compensation for the work satisfactorily installed and accepted.

C. 6” CONCRETE DRIVEWAY

The Unit Price Bid for concrete driveway shall include, but not be limited to, furnishing, and installing all material, labor, equipment, and incidental items required to construct the new work as shown on the drawings and as called for in the specifications. The Unit Price Bid shall constitute full compensation for the installation the new driveway, the adjustment of existing utility covers (i.e., water meter boxes, valve boxes, gas meter boxes, etc.), and the removal and/or relocation of incidental obstructions.

Measurement of the concrete driveway shall be by the square yard (SY) of concrete driveway installed.

Payment for 6” concrete driveway will be full compensation for the work satisfactorily installed and accepted.

D. DETECTABLE WARNING SURFACE


WATER DISTRIBUTION

ITEM NO. 13 – CONTRACTOR PROVIDED WATER RELOCATIONS

A. ENGINEERING FOR WATER MAIN RELOCATION(S)

The Lump Sum Bid for Engineering for Water Main Relocation(s) shall include initial coordination with Charleston Water System (CWS), design of water main relocations as indicated on the Contract Drawings in accordance with Specification Section 15000 – WATER DISTRIBUTION SYSTEMS or other CWS requirements communicated during the design of the relocation(s), submittal of drawings associated the proposed design to CWS for review and comment, addressing CWS comments to the Drawings, and re-submitting to, and obtaining approval from, CWS for the proposed design. Submitted items not meeting
CWS requirements shall be corrected and re-submitted to CWS at no additional cost to the Owner. Drawings shall be signed and sealed by an Engineer licensed in the state of South Carolina. The Contractor shall also include the costs associated with obtaining any required permits to construct or operate the new water main, coordination with Charleston Water System and its affected customers to develop any required shut/closure/outage schedules for installation of the relocated water main(s).

Payment, at the Lump Sum Bid, shall be for full compensation for work satisfactorily completed.

B. WATER MAIN RELOCATION(S)

The Lump Sum bid for Water Main Relocations shall include all costs associated with the relocation of the existing water main(s) in conflict with the proposed Work. The Contractor shall include all materials (piping, valves, fittings, joint restraint, pipe wrap, and other associated appurtenances), labor, testing, inspection, and equipment necessary, as well as the costs, including but not limited to, excavation, shoring, dewatering, stone bedding, backfilling, compaction, replacement of existing asphalt prior to final milling and paving, abandonment of existing water piping, valves and appurtenances, and offsite disposal of any excess excavated material as required for the installation of the Water Main Relocation(s) in accordance with Section 15000 - WATER DISTRIBUTION SYSTEMS or other CWS Requirements communicated during the design of the relocation(s).

Payment, at the Lump Sum Bid, shall be for full compensation for work satisfactorily completed.

C. WATER RECORD DRAWINGS, VALVE CARDS, AND CLOSEOUT

The Lump Sum Bid for the preparation of the Water Record Drawings, Valve Cards and Closeout shall include the costs associated with surveying the constructed water mains, and appurtenances, preparation of the Record Drawing and Valve Cards in accordance with Specification Section 15000 - WATER DISTRIBUTION SYSTEMS or other CWS requirement(s), submitting these items for review and comment by CWS; addressing comments generated by CWS, and re-submitting the required information for final review and approval. Submitted items not meeting requirements shall be corrected and re-submitted at no additional cost to the owner.

Payment, at the Lump Sum Bid, for Water Records Drawings and Valve Cards shall be for full compensation for work satisfactorily completed and accepted.

SANITARY SEWER

ITEM NO. 14 - SANITARY SEWER PIPING

A. CUT AND REPLACE EXISTING 8" VCP WITH 8" PVC

The Unit Price Bid for Cut and Replace Existing Sewer Main shall include the costs of furnishing the materials, labor, and equipment, as well as the costs, including but not limited to, saw-cutting and removal of existing asphalt, concrete, or other hardscape, excavation, shoring, dewatering, stone bedding, backfilling, compaction, testing, replacement of existing asphalt prior to final milling and paving, and offsite disposal of any excess material as required to cut and replace an existing sewer main at the locations specified on the Contract Plans and in accordance with the Contract Specifications. 8" PVC gravity sewer pipe, couplings, and all other materials necessary to complete the work shall be included in the Unit Price Bid.

The method of measurement shall be linear feet of existing sanitary sewer mains satisfactorily as measured from the upstream cut point to the downstream cut point, cut, removed replaced, and accepted.

Payment, at the Unit Price Bid, shall be for full compensation for each sanitary sewer main satisfactorily cased and accepted.
B. SANITARY SEWER SERVICE RE-CONNECTION

The Unit Price Bid for Sewer Services to be paid for under the appropriate subdivision of this item shall be measured as a unit and the number of units to be paid for shall be equal to the number installed.

The sewer services, measured as provided above, shall be paid for at the Unit Price Bid, and payment shall be full compensation for all materials, labor, excavation, shoring, bedding, flowable fill, backfilling, compaction, testing, and as-builts, in accordance with Charleston Water System specifications, and all other appurtenances and incidentals required for the installation of the services as shown on the Contract Drawings and/or as called for in the Contract Specifications. No separate payment shall be made for flowable fill used in sanitary sewer service reconnections.

Payment, at the Unit Price Bid, shall be for full compensation for the work satisfactorily installed and accepted.

C. BYPASS PUMPING

See Specification Section 15010 for Measurement and Payment.

TUNNELS AND SHAFTS

ITEM NO. 15 – SHAFTS

A. EHRHARDT STREET DROP SHAFT

The Lump Sum Bid for the Ehrhardt Street Drop Shaft shall include all labor, equipment, tools, slurry, casing, spoil removal, and all other incidentals required to construct the drilled drop shaft in accordance with the Contract Documents.

Payment, at the Lump Sum Bid, shall be for full compensation for work satisfactorily installed and completed.

B. GEOTECHNICAL INSTRUMENTATION AND MONITORING

All work associated with geotechnical instrumentation including pre and post construction assessments, installation, monitoring, reporting, maintenance, removal/restoration, and all other pertinent work covered in the Contract Documents shall be paid for at the lump sum price stipulated in the Bid.

ITEM NO. 16 – TUNNEL

A. PRESIDENT STREET TUNNEL BULKHEAD

The Lump Sum Bid for the President Street Bulkhead shall include all labor, equipment, tools, concrete removal, concrete form work, concrete curing, joint preparation, demolition, surface repairs and all other incidentals required to construct and remove the bulkhead in accordance with the Contract Documents.

Payment, at the Lump Sum Bid, shall be for full compensation for work satisfactorily installed and completed.

B. TUNNEL EXCAVATION AND INITIAL SUPPORT

All work associated with the construction of the Ehrhardt Street deep tunnel work from the Cannon Street Shaft to the Ehrhardt Street Drop Shaft covered by the Contract Documents including dewatering system, dewatering, tunnel excavation, muck handling and disposal, support of excavation, and grouting, shall be paid for at the lump sum price stipulated in the Bid.

01025-14 of 15
C. TUNNEL CAST-IN-PLACE LINING

All work associated with the construction the cast-in-place concrete final lining of the Ehrhardt Street deep tunnel covered in the Contract Documents, including surface preparation, installation of waterstops, concrete formwork, concrete curing, joint preparation, grouting and other pertinent work, shall be paid at the lump sum price stipulated in the Bid.

ITEM NO. 17 – OTHER

A. TUNNEL DEWATERING FOR BULKHEAD CONSTRUCTION NOT USED.

All work associated with dewatering the Spring Fishburne Tunnel System to allow for the construction of the President Street Tunnel Bulkhead covered by the Contract Documents including the coordination with Lockwood Drive Contractor, dewatering pump setup and removal, discharge permits and other pertinent work, shall be paid at the lump sum price stipulated in the Bid. Contractor shall assume Spring Fishburne Tunnel System is full. This item shall only be exercised if so directed by the Owner in writing. Not Used.

B. TUNNEL DEWATERING FOR BULKHEAD DEMOLITION NOT USED.

All work associated with the dewatering the Spring Fishburne Tunnel System to allow for the removal of the President Street Tunnel Bulkhead covered by the Contract Documents including the coordination with Spring Fishburne Pump Station personnel, dewatering pump setup and removal, discharge permits and other pertinent work, shall be paid at the lump sum price stipulated in the Bid. Contractor shall assume Spring Fishburne Tunnel System is full. This item shall only be exercised if so directed by the Owner in writing. Not Used.

C. SHAFT AND VORTEX STRUCTURE INLET PIPING PLUGS INSTALLATION AND REMOVAL

All work associated with installing and removal of the surface plugs for the Spring Fishburne Project shafts and vortex structures to allow for removal of the President Street Bulkhead covered by the Contract Documents including all labor, equipment, tools, surface plug materials, the coordination with City personnel, street closures, verification of surface plug performance, as-built plans, and other pertinent work, shall be paid at the lump sum price stipulated in the Bid.

(End of Section 01025)
PART 1  GENERAL

1.1.  SCOPE

1.1.1. This section identifies typical abbreviations and acronyms used in preparing the Contract Documents.

1.2.  LIST OF ABBREVIATIONS AND ACRONYMS

1.2.1. Abbreviations and acronyms for standards and organizations used in the Contract Documents are defined as follows:

<table>
<thead>
<tr>
<th>Acronym/Abbreviation</th>
<th>Meaning/Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA</td>
<td>Aluminum Association</td>
</tr>
<tr>
<td>AABC</td>
<td>Associated Air Balance Council</td>
</tr>
<tr>
<td>AAMA</td>
<td>Architectural Aluminum Manufacturers Association</td>
</tr>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>ABMA</td>
<td>American Bearing Manufacturers Association</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>ACPA</td>
<td>American Concrete Pipe Association</td>
</tr>
<tr>
<td>ADC</td>
<td>Alternate Daily Cover</td>
</tr>
<tr>
<td>AEIC</td>
<td>Association of Edison Illuminating Companies</td>
</tr>
<tr>
<td>AFBMA</td>
<td>Antifriction Bearing Manufacturers Association now recognized as the ABMA</td>
</tr>
<tr>
<td>AFPA</td>
<td>American Forest &amp; Paper Association</td>
</tr>
<tr>
<td>AGA</td>
<td>American Gas Association</td>
</tr>
<tr>
<td>AGMA</td>
<td>American Gear Manufacturers Association</td>
</tr>
<tr>
<td>AGW</td>
<td>Above Ground Water</td>
</tr>
<tr>
<td>AHA</td>
<td>American Hardboard Association</td>
</tr>
<tr>
<td>AHRI</td>
<td>Air-Conditioning, Heating and Refrigeration Institute</td>
</tr>
<tr>
<td>AISI</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
</tr>
<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
</tr>
<tr>
<td>AMCA</td>
<td>Air Movement and Control Association International</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
</tr>
<tr>
<td>APA</td>
<td>Engineered Wood Association (formerly American Plywood Association)</td>
</tr>
<tr>
<td>API</td>
<td>American Petroleum Institute</td>
</tr>
<tr>
<td>AREMA</td>
<td>American Railway Engineers and Maintenance-of-Way Association</td>
</tr>
<tr>
<td>ASAHIC</td>
<td>American Society of Architectural Hardware Consultants</td>
</tr>
<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
</tr>
<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating, and Air-Conditioning Engineers</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
</tr>
<tr>
<td>ASSE</td>
<td>American Society of Sanitary Engineers</td>
</tr>
<tr>
<td>ASTM</td>
<td>ASTM International</td>
</tr>
<tr>
<td>AWG</td>
<td>American Wire Gauge</td>
</tr>
<tr>
<td>AWI</td>
<td>Architectural Woodwork Institute</td>
</tr>
<tr>
<td>AWPA</td>
<td>American Wood-Preservers' Association</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society</td>
</tr>
<tr>
<td>AWWA</td>
<td>American Water Works Association</td>
</tr>
<tr>
<td>Acronym/Abbreviation</td>
<td>Meaning/Definition</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
</tr>
<tr>
<td>BIA</td>
<td>Brick Institute of America (formerly SCPI)</td>
</tr>
<tr>
<td>BGS</td>
<td>Below Ground Surface</td>
</tr>
<tr>
<td>C&amp;D</td>
<td>Construction and Demolition</td>
</tr>
<tr>
<td>CDBG-MIT</td>
<td>Community Development Block Grant - Mitigation</td>
</tr>
<tr>
<td>CDA</td>
<td>Copper Development Association</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulations</td>
</tr>
<tr>
<td>CSPI</td>
<td>Cast Iron Soil Pipe Institute</td>
</tr>
<tr>
<td>CMAAA</td>
<td>Crane Manufacturers Association of America</td>
</tr>
<tr>
<td>CRA</td>
<td>California Redwood Association</td>
</tr>
<tr>
<td>CRSSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
<tr>
<td>CS</td>
<td>Commercial Standard (U.S. Department of Commerce)</td>
</tr>
<tr>
<td>DHI</td>
<td>Door and Hardware Institute</td>
</tr>
<tr>
<td>DIPRA</td>
<td>Ductile Iron Pipe Research Association</td>
</tr>
<tr>
<td>DRD</td>
<td>Disaster Recovery Division (also SCOR-DRD; SCOR-DRO; SCDRO-DRD)</td>
</tr>
<tr>
<td>DRO</td>
<td>Disaster Recovery Office (also SCOR-DRD; SCOR-DRO; SCDRO-DRD)</td>
</tr>
<tr>
<td>EEI</td>
<td>Edison Electric Institute</td>
</tr>
<tr>
<td>EJCDC</td>
<td>Engineers' Joint Contract Documents Committee</td>
</tr>
<tr>
<td>EPA</td>
<td>Environmental Protection Agency</td>
</tr>
<tr>
<td>FCC</td>
<td>Federal Communications Commission</td>
</tr>
<tr>
<td>FCI</td>
<td>Fluid Controls Institute</td>
</tr>
<tr>
<td>Fed Spec</td>
<td>Federal Specification</td>
</tr>
<tr>
<td>FGMA</td>
<td>Flat Glass Marketing Association</td>
</tr>
<tr>
<td>FHWA</td>
<td>Federal Highway Administration</td>
</tr>
<tr>
<td>FIA</td>
<td>Factory Insurance Association</td>
</tr>
<tr>
<td>FM</td>
<td>Factory Mutual</td>
</tr>
<tr>
<td>FSA</td>
<td>Fluid Sealing Association</td>
</tr>
<tr>
<td>GBR</td>
<td>Geotechnical Baseline Report</td>
</tr>
<tr>
<td>GDR</td>
<td>Geotechnical Data Report</td>
</tr>
<tr>
<td>HEI</td>
<td>Heat Exchange Institute</td>
</tr>
<tr>
<td>HI</td>
<td>Hydraulic Institute</td>
</tr>
<tr>
<td>HL</td>
<td>Headworks Limits</td>
</tr>
<tr>
<td>HMI</td>
<td>Hoist Manufacturers Institute</td>
</tr>
<tr>
<td>HPMA</td>
<td>Hardwood Plywood Manufacturers Association</td>
</tr>
<tr>
<td>HTI</td>
<td>Hand Tools Institute</td>
</tr>
<tr>
<td>HUD</td>
<td>U.S. Department of Housing and Urban Development</td>
</tr>
<tr>
<td>I-B-R</td>
<td>Institute of Boiler and Radiator Manufacturers</td>
</tr>
<tr>
<td>IEEE</td>
<td>Institute of Electrical and Electronics Engineers</td>
</tr>
<tr>
<td>IBC</td>
<td>International Building Code</td>
</tr>
<tr>
<td>IES</td>
<td>Illuminating Engineering Society</td>
</tr>
<tr>
<td>IFI</td>
<td>Industrial Fasteners Institute</td>
</tr>
<tr>
<td>IPCEA</td>
<td>Insulated Power Cable Engineers Association</td>
</tr>
<tr>
<td>IRI</td>
<td>Industrial Risk Insurers</td>
</tr>
<tr>
<td>ISA</td>
<td>International Society of Automation</td>
</tr>
<tr>
<td>Acronym/Abbreviation</td>
<td>Meaning/Definition</td>
</tr>
<tr>
<td>----------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>LEED</td>
<td>Leadership in Energy and Environmental Design</td>
</tr>
<tr>
<td>MCL</td>
<td>Maximum Contaminant Level</td>
</tr>
<tr>
<td>MDP</td>
<td>Method-Defined Parameter</td>
</tr>
<tr>
<td>MHI</td>
<td>Materials Handling Institute</td>
</tr>
<tr>
<td>MIL</td>
<td>Military Specification</td>
</tr>
<tr>
<td>MMA</td>
<td>Monorail Manufacturers Association</td>
</tr>
<tr>
<td>MSS</td>
<td>Manufacturers Standardization Society of Valve and Fitting Industry</td>
</tr>
<tr>
<td>MS4</td>
<td>Municipal Separate Storm Sewer System</td>
</tr>
<tr>
<td>NAAMM</td>
<td>National Association of Architectural Metals Manufacturers</td>
</tr>
<tr>
<td>NACE</td>
<td>NACE (National Association of Corrosion Engineers) International</td>
</tr>
<tr>
<td>NBBPVI</td>
<td>National Board of Boiler and Pressure Vessel Inspectors</td>
</tr>
<tr>
<td>NBS</td>
<td>See NIST</td>
</tr>
<tr>
<td>NCSSPA</td>
<td>National Corrugated Steel Pipe Association</td>
</tr>
<tr>
<td>NEBB</td>
<td>National Environmental Balancing Bureau</td>
</tr>
<tr>
<td>NEC</td>
<td>National Electrical Code</td>
</tr>
<tr>
<td>NECA</td>
<td>National Electrical Contractors Association</td>
</tr>
<tr>
<td>NEII</td>
<td>National Elevator Industry, Inc.</td>
</tr>
<tr>
<td>NEMA</td>
<td>National Electrical Manufacturers Association</td>
</tr>
<tr>
<td>NFPA</td>
<td>National Fire Protection Association</td>
</tr>
<tr>
<td>NIST</td>
<td>National Institute of Standards and Technology (formerly NBS)</td>
</tr>
<tr>
<td>NLA</td>
<td>National Lime Association</td>
</tr>
<tr>
<td>NPC</td>
<td>National Plumbing Code</td>
</tr>
<tr>
<td>NFDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>NPT</td>
<td>National Pipe Thread</td>
</tr>
<tr>
<td>NRMCA</td>
<td>National Ready Mixed Concrete Association</td>
</tr>
<tr>
<td>NSC</td>
<td>National Safety Council</td>
</tr>
<tr>
<td>NSF</td>
<td>NSF International (formerly National Sanitation Foundation)</td>
</tr>
<tr>
<td>NTMA</td>
<td>National Terrazzo and Mosaic Association</td>
</tr>
<tr>
<td>NWMA</td>
<td>National Woodwork Manufacturers Association</td>
</tr>
<tr>
<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
</tr>
<tr>
<td>PCA</td>
<td>Portland Cement Association</td>
</tr>
<tr>
<td>PCI</td>
<td>Precast/Prestressed Concrete Institute</td>
</tr>
<tr>
<td>POTW</td>
<td>Privately Owned Treatment Works</td>
</tr>
<tr>
<td>PRG</td>
<td>Preliminary Remediation Goals</td>
</tr>
<tr>
<td>PS</td>
<td>Product Standard</td>
</tr>
<tr>
<td>RCRA</td>
<td>Resource Conservation and Recovery Act</td>
</tr>
<tr>
<td>RIS</td>
<td>Redwood Inspection Service</td>
</tr>
<tr>
<td>RSL</td>
<td>US EPA Regional Screening Level</td>
</tr>
<tr>
<td>SAE</td>
<td>SAE International</td>
</tr>
<tr>
<td>SCDHEC</td>
<td>South Carolina Department of Health and Environmental Control</td>
</tr>
<tr>
<td>SCDRO</td>
<td>South Carolina Disaster Recovery Office</td>
</tr>
<tr>
<td>SCOR</td>
<td>South Carolina Disaster Recovery Office of Resiliency</td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Door Institute</td>
</tr>
<tr>
<td>SFPFA</td>
<td>Southern Forest Products Association</td>
</tr>
<tr>
<td>SI</td>
<td>Système International des Unités (International System of Units)</td>
</tr>
<tr>
<td>SIGMA</td>
<td>Sealed Insulating Glass Manufacturers Association</td>
</tr>
<tr>
<td>SJI</td>
<td>Steel Joist Institute</td>
</tr>
</tbody>
</table>

01070-3 of 4
<table>
<thead>
<tr>
<th>Acronym/Abbreviation</th>
<th>Meaning/Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>SMA</td>
<td>Screen Manufacturers Association</td>
</tr>
<tr>
<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors National Association</td>
</tr>
<tr>
<td>SPFA</td>
<td>Steel Plate Fabricators Association</td>
</tr>
<tr>
<td>SPI</td>
<td>Society of the Plastics Industry</td>
</tr>
<tr>
<td>SPTA</td>
<td>Southern Pressure Treated Association</td>
</tr>
<tr>
<td>SSFI</td>
<td>Scaffolding, Shoring &amp; Forming Institute, Inc</td>
</tr>
<tr>
<td>SSPC</td>
<td>SSPC: The Society for Protective Coatings</td>
</tr>
<tr>
<td>SVOC</td>
<td>Semi-Volatile Organic Compound(s)</td>
</tr>
<tr>
<td>TABB</td>
<td>Testing, Adjusting, and Balancing Bureau</td>
</tr>
<tr>
<td>TIA</td>
<td>Time Impact Analysis</td>
</tr>
<tr>
<td>TCLIP</td>
<td>Toxicity Characteristic Leaching Procedure</td>
</tr>
<tr>
<td>TPH</td>
<td>Total Petroleum Hydrocarbons</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriters' Laboratories</td>
</tr>
<tr>
<td>US</td>
<td>United States</td>
</tr>
<tr>
<td>USACE</td>
<td>US Army Corps of Engineers</td>
</tr>
<tr>
<td>USBR</td>
<td>US Bureau of Reclamation</td>
</tr>
<tr>
<td>USGBC</td>
<td>US Green Building Council</td>
</tr>
<tr>
<td>VOC</td>
<td>Volatile Organic Compound(s)</td>
</tr>
<tr>
<td>WEF</td>
<td>Water Environment Federation</td>
</tr>
</tbody>
</table>

**PART 2  PRODUCTS**

2.1. Not Used.

**PART 3  EXECUTION**

3.1. Not Used.

(End of Section 01070)
PART 1 GENERAL

1.1 RELATED DOCUMENTS

1.1.1 GENERAL: Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, material, equipment, and services specified herein or reasonably necessary for and incidental to a complete job.

PART 2 PRODUCTS

2.1 STATED ALLOWANCES

2.1.1 OWNERS DISCRETIONARY ALLOWANCE: Allow $460,000.00

2.1.1.1 GENERAL: The Contractor shall include in the Contract Price (bid form item 2.A.) the allowance stated herein. This allowance shall cover, where exercised and approved, the net cost of the work performed by the Contractor on work requested by the Owner, at the Owner's sole discretion.

2.1.1.2 WORK NOT INCLUDED IN ALLOWANCE ITEM: All work indicated or specified in the Contract Documents.

2.1.2 UTILITY RELOCATION ALLOWANCE: Allow $100,000.00

2.1.2.1 GENERAL: The Contractor shall include in the Contract Price (bid form item 2.B.) the allowance stated herein. This allowance shall cover, where exercised and approved, the net cost of the work performed by the Contractor for the resolution of unforeseen utility conflicts as requested by the Owner.

2.1.2.2 WORK NOT INCLUDED IN ALLOWANCE ITEM: All work indicated or specified in the Contract Documents. Utilities damaged during construction shall not be included in the Allowance Item.

PART 3 EXECUTION

3.1 GENERAL

3.1.1 OWNERS DISCRETIONARY ALLOWANCE

3.1.1.1 The Owner shall notify the Contractor of additional work to be performed by the Contractor.

3.1.1.2 The Contractor shall propose a total cost for completing additional work resulting in no impact to the Contract Times. A breakdown of costs associated with Labor, Equipment, Materials, and Contractor's Fee shall be provided in support of the total calculated cost.

3.1.1.3 The Engineer will entertain additional work and associated costs, recommending a rejection or approval of the proposed work to be performed under the allowance.

3.1.1.4 Upon written approval and direction from the Owner, the Contractor shall fully execute additional Work.
3.1.5 PAYMENT: The Contractor will submit work completed under this Allowance within the Contractor's Application for Payment and compensation will be made from the allowance item.

3.1.2 UTILITY RELOCATION ALLOWANCE

3.1.2.1 The Owner shall notify the Contractor of additional work to be performed by the Contractor.

3.1.2.2 The Contractor shall propose a total cost for completing the utility relocations resulting in no impact to the Contract Times. A breakdown of costs associated with Labor, Equipment, Materials, and Contractor's Fee shall be provided in support of the total calculated cost.

3.1.2.3 The Engineer will entertain additional work and associated costs, recommending a rejection or approval of the proposed Work to be performed under the allowance.

3.1.2.4 Upon written approval and direction from the Owner, the Contractor shall fully execute additional Work. The Contractor shall notify the utility companies, coordinate schedule, and conduct the subsurface investigations required for the relocation of utilities by the respective utility company. This Work shall be scheduled so as not to delay the Work.

3.1.2.5 PAYMENT:

a) Work Completed by the Utility Company

1. The Contractor will direct the utility company to invoice the Contractor. The description of the work performed by the utility company shall be adequately identified on the invoice. Copies of the paid invoice shall be submitted with the Contractor's Application for Payment and compensation made from the allowance item.

b) Work Completed by the Contractor

1. The Contractor will submit work completed under this Allowance within the Contractor's Application for Payment and compensation will be made from the allowance item.

(End of Section 01120)
PART 1 GENERAL.

1.1. The Project has been designed by Engineer and Engineer will perform design-intent reviews of submittals. Owner, Engineer, and Contractor may develop a protocol for the transmittal of shop drawings, samples, and other submittals.

PART 2 PRODUCTS

2.1. Not Used.

PART 3 EXECUTION

3.1. SHOP DRAWINGS, ENGINEERING DATA AND OTHER REQUIRED SUBMITTALS

3.1.1. Shop Drawings, engineering data, and other required submittals (submittals) covering all documentation and reporting requirements, equipment and all fabricated components and building materials shall be submitted to Engineer for review, as required. Submittals shall verify compliance with the Contract Documents and shall include drawings and descriptive information in sufficient detail to show the kind, size, arrangement, and the operation of component materials and devices; the external connections, anchorages, and supports required; the performance characteristics; and dimensions needed for installation and correlation with other materials and equipment.

3.1.2. Each submittal shall cover items from only one section of the specification unless the item consists of components from several sources. Contractor shall submit a complete initial submittal including all components. When an item consists of components from several sources, Contractor's initial submittal shall be complete including all components.

3.1.3. All submittals, regardless of origin, shall be approved by Contractor and clearly identified with the name and number of this Contract, Contractor's name, and references to applicable specification paragraphs and Contract Drawings. Each copy of all submittals, regardless of origin, shall be stamped or affixed with an approval statement of Contractor. Each submittal shall indicate the intended use of the item in the Work. When catalog pages are submitted, applicable items shall be clearly identified, and inapplicable data crossed out. The current revision, issue number, and date shall be indicated on all drawings and other descriptive data.

3.1.4. Contractor shall be solely responsible for the completeness of each submittal. Contractor's stamp or affixed approval statement of a submittal is a representation to Owner and Engineer that Contractor accepts sole responsibility for determining and verifying all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto, and that Contractor has reviewed and coordinated each submittal with other Shop Drawings and with the requirements of the Work and the Contract Documents.

3.1.5. All deviations from the requirements of the Contract Documents shall be identified as deviations on each submittal and shall be tabulated in Contractor's letter of transmittal. Such submittals shall, as pertinent to the
deviation, indicate essential details of all changes proposed by Contractor (including modifications to other facilities that may be a result of the deviation) and all required piping and wiring diagrams.

3.2. CONTRACTOR SUBMITTALS

3.2.1. Contractor shall make all submittals electronically. Submittals, drawings, and the necessary data shall be submitted to Engineer as specified below.

3.2.1.1. Submittal documents shall be in color to facilitate use of red line markups.

3.2.1.2. All electronic files shall be in Portable Document Format (PDF).

3.2.1.3. The PDF file(s) shall be fully indexed using the Table of Contents, searchable with thumbnails generated for each page or graphic in the PDF file.

3.2.1.4. PDF images must be at a readable resolution. For most documents, they should be scanned or generated at 300 dots per inch (dpi). Use of higher resolution is acceptable with Owner and Engineer approval. Optical Character Recognition (OCR) capture must be performed on these images so that text can be searched, selected, and copied from the generated PDF file.

3.2.1.5. The PDF documents shall have a bookmark created in the navigation frame for each major entry ("Section" or "Chapter") in the Table of Contents. Thumbnails shall be generated for each page or graphic in the PDF file.

3.2.1.6. The opening view for each PDF document shall be as follows:

a) Initial View: Bookmarks and Page

b) Magnification: Fit-In-Window

c) The file shall open to Contractor’s transmittal letter, with bookmarks to the left. The first bookmark shall be linked to the Table of Contents.

3.2.1.7. PDF document properties shall include the submittal number for the document title and Contractor’s name for the author.

3.2.2. Submittal file names shall be in the format XXXX-YYYZ.pdf, where XXXX is the five-digit number associated with each specification section, YYY is the three-digit submittal number associated with each specification section, e.g., 001, Z is the letter signifying a resubmittal, A. B. C, etc. For example, cast-in-place tunnel lining (Section 02427), second submittal (002), first resubmittal (A) should be numbered as, 02427-002A.

3.2.3. Contractor shall post submittals and retrieve Engineer’s submittal review comments through the Project website or hosting website accessible through the Internet. Instruction on procedures for posting and retrieving submittals will be provided after award of the Contract.
3.2.4. Facsimiles (fax) will not be acceptable. Submittals will not be accepted from anyone but Contractor. Submittals shall be consecutively numbered in direct sequence of submittal and without division by subcontracts or trades.

3.3. ENGINEER’S REVIEW OF SUBMITTALS

3.3.1. Engineer’s review of submittals covers only general conformity to the Drawings and Specifications, external connections, and dimensions that affect the layout; it does not indicate thorough review of all dimensions, quantities, and details of the material, equipment, device, or item covered. Engineer’s review shall not relieve Contractor of sole responsibility for errors, omissions, or deviations in the drawings and data, nor of Contractor’s sole responsibility for compliance with the Contract Documents.

3.3.2. Engineer’s submittal review period shall be 30 consecutive calendar days and shall commence on the first calendar day following receipt of the submittal or resubmittal.

3.3.3. When the drawings and data are returned with review status "NOT ACCEPTABLE" or "RETURNED FOR CORRECTION", the corrections shall be made as instructed by Engineer. If submittals are made electronically, the corrected drawings and data shall be resubmitted through the Project website. Resubmittals by facsimile or e-mail will not be accepted. When the drawings and data are returned with review status "EXCEPTIONS NOTED," "NO EXCEPTIONS NOTED," or "RECORD COPY," no additional copies need be furnished unless specifically requested by Engineer.

3.4. RESUBMITTAL OF SHOP DRAWINGS AND DATA

3.4.1. Contractor shall accept full responsibility for the completeness of each resubmittal. Contractor shall verify that all corrected data and additional information previously requested by Engineer are provided on the resubmittal. Resubmittals shall be in an organized and consistent format and include all information provided in the original submittal.

3.4.2. When corrected copies are resubmitted, Contractor shall direct specific attention to all revisions in writing and shall list separately any revisions made other than those called for by Engineer on previous submittals. Requirements specified for initial submittals shall also apply to resubmittals. Resubmittals shall bear the number of the first submittal followed by a letter (A, B, etc.) or a unique identification that indicates the initial submittal and correct sequence of each resubmittal.

3.4.3. If more than one resubmittal is required because of failure of Contractor to provide all previously requested corrected data or additional information, Contractor shall reimburse Owner for the charges of Engineer for review of the additional resubmittals. This does not include initial submittal data such as shop tests and field tests that are submitted after initial submittal.

3.4.4. Resubmittals shall be made within 30 days of the date of the letter returning the material to be modified or corrected, unless within 14 days Contractor submits an acceptable request for an extension of the stipulated time period, listing the reasons the resubmittal cannot be completed within that time.

3.4.5. The need for more than one resubmittal, or any other delay in obtaining Engineer’s review of submittals, will not entitle Contractor to extension of the
Contract Times unless delay of the Work is the direct result of a change in the Work authorized by a Change Order or failure of Engineer to review and return any submittal to Contractor within the specified review period.

(End of Section 01300)
PART 1 GENERAL

1.1. A Progress Schedule shall be used to control the Work and to provide a definitive basis for determining project progress. The Progress Schedule shall be prepared, maintained and updated by Contractor and historical dates agreed monthly with Engineer. Contractor shall submit a preliminary Progress Schedule and a Progress Schedule for acceptance by Engineer. These schedules shall be Contractor's working schedules and shall be used to plan, organize and execute the Work, record and report actual performance and progress, and show how Contractor plans to complete all remaining Work as of the end of each progress report period.

1.2. The Progress Schedule shall comprise all the detailed construction-related activities using the critical path method (CPM). The Progress Schedule shall provide sufficient detail and clarity to reflect the intricacies and interdependencies of activities so Contractor can plan, schedule, monitor, control and report on the progress of his work. In addition, it shall provide Engineer and Owner a tool to monitor and follow the progress for all phases of the Work.

1.3. PRE-CONSTRUCTION SCHEDULING CONFERENCE

1.3.1. Engineer will conduct a pre-construction scheduling conference with Contractor to review requirements for the schedules. The conference shall be conducted sufficiently early to allow Contractor to submit the preliminary Progress Schedule within ten days of the Effective Date of the Contract.

1.3.2. At this meeting, Contractor shall explain in detail the procedure to be used to develop the schedule activity cost-loading or Schedule of Values and cash flow. This procedure is subject to the review and acceptance of Engineer.

1.3.3. Following the pre-construction scheduling conference but within ten calendar days after the Effective Date of the Contract, Contractor shall submit a preliminary Progress Schedule for review by Engineer.

PART 2 PRODUCTS

2.1. PRELIMINARY PROGRESS SCHEDULE

2.1.1. The preliminary Progress Schedule shall show detailed construction-related activities for the first 60 days of the project. The remainder of the Contract activities shall be shown as summary bars within the milestones of the Work. If Engineer has comments on the preliminary Progress Schedule, Contractor shall make the necessary changes and resubmit it within ten calendar days. No progress payments will be made during the period specified above for the preliminary Progress Schedule until the preliminary Progress Schedule has been accepted by Engineer.

2.1.2. The preliminary Progress Schedule shall:

2.1.2.1. Illustrate a feasible schedule for completion of the Work within the Contract Times and Milestones specified.

2.1.2.2. Provide an elementary example of the schedule in the format to be used for the Progress Schedule.
2.1.2.3. Include the activity code structure as described in Paragraph 3.15 of this specification.

2.1.3. Preliminary Progress Schedule Submittal Format:

2.1.3.1. Contractor shall electronically submit the preliminary Progress Schedule. A brief narrative shall accompany the submittal, describing Contractor's scheduling approach to the project. The narrative shall include a description of the Contract milestones, approach for construction activities during the period of the preliminary Progress Schedule, description of the general approach of the activities for the work beyond the preliminary Progress Schedule period, a description of the project's critical path, identification of critical long-lead submittals, and planned outages. The narrative shall also incorporate activity codes, calendars, weather days, milestone constraints, and work breakdown structure in accordance with the requirements specified herein.

2.2. PROGRESS SCHEDULE

2.2.1. The Progress Schedule comprises all the construction-related activities for the Work and shall show the order in which Contractor proposes to carry out the work. Contractor shall include milestones, coordination necessitated by limited access and available work areas, and the availability and use of manpower, material and equipment. Contractor shall use the Progress Schedule to plan, schedule and coordinate the Work including activities of subcontractors, equipment vendors, and suppliers.

2.2.2. The Progress Schedule shall be to the level of detail acceptable to Engineer, and shall include the following:

2.2.2.1. Organization and structural breakdown of the Project;

2.2.2.2. Milestones and completion dates;

2.2.2.3. Type of work to be performed and the labor trades involved;

2.2.2.4. Purchase, manufacture and delivery activities for major materials and equipment;

2.2.2.5. Preparation, submittal, and acceptance of shop drawings and material samples;

2.2.2.6. Deliveries of owner-furnished equipment and/or materials;

2.2.2.7. Acceptances required by regulatory agencies and/or other third parties;

2.2.2.8. Assignment of responsibility for each activity;

2.2.2.9. Access requirements to work areas;

2.2.2.10. Identification of interfaces and dependencies with preceding, concurrent and follow-on contractors;

2.2.2.11. Tests, submittal of test reports and acceptance of test results;

2.2.2.12. Planning for phased or total acceptance by Owner; including start of
up and commissioning:

2.2.2.13. Identification of any manpower, material and equipment restrictions.

2.2.2.14. Sequence of construction to maintain plant operations;

2.2.2.15. Planned outages.

2.2.3. The activities included in the Progress Schedule shall be defined in work days. Durations shall be based on the labor (crafts), equipment, and materials required to perform each activity on a normal workday basis. Activity durations shall be 20 working days or less except in the case of non-construction activities such as procurement of materials, delivery of equipment, and concrete curing. All durations shall be the result of definitive manpower and resource planning by Contractor to perform the Work, in consideration of contractually defined on-site work conditions and Contractor's planned means and methods.

2.2.4. When the Progress Schedule is accepted by Engineer, Engineer will save a copy of the Progress Schedule as the baseline schedule, and will use it for analysis of Contractor's progress.

PART 3  EXECUTION

3.1. ELECTRONIC PROGRESS SCHEDULE FORMAT AND REPORTING

3.1.1. The Progress Schedule shall be created using Primavera P6 scheduling software. Contractor shall use Engineer's file-naming format throughout the project.

3.1.1.1. Electronic schedule files shall be saved with .XML or .XER file extensions.

3.1.1.2. Primavera Project Manager settings for “Baseline Type” shall be used in the following manner:

a. Select <None> as the baseline type for the preliminary Progress Schedule submittal.

b. Once the preliminary and Progress Schedule are accepted, the baseline type shall be named <Initial Plan>.

c. Each subsequent Progress Schedule update shall set the baseline type to <Last Performance Update>.

d. The data date for schedule calculation in the preliminary Progress Schedule and Progress Schedule shall be set as the date of the Notice to Proceed unless otherwise specified by Engineer.

3.2. COST-LOADING

3.2.1. Except for manufacturer lead-time, each Progress Schedule activity that has an actual cost shall have a cost value assigned to it. Equipment or material delivery activities bearing cost shall be separate activities. Each activity's assigned cost shall consist of all costs associated with that activity including
all project management, superintendence, overhead and profit costs. The sum of all activity costs shall be equal to the current Contract Price at all times, including approved change orders. Contractor shall certify that the costs are not unbalanced and that the value assigned to each activity represents Contractor’s total cost to perform that activity.

3.2.2. If Engineer or Owner determines cost data does not meet the requirements for a balanced bid breakdown, Contractor shall submit documentation substantiating any cost allocation questioned. Cost allocations will be considered unbalanced if activity on the Progress Schedule has been assigned a disproportionate allocation of direct costs, overhead and profit. If documentation of the cost data does not, in the opinion of Engineer substantiate cost allocations, the Progress Schedule will be returned to Contractor for action.

3.2.3. Unit Price items required to be paid on a unit cost basis as identified in the Bid and the Measurement and Payment section shall be incorporated into the Progress Schedule and measured and updated as specified herein and as specified in the Measurement and Payment section.

3.2.4. Contractor shall produce Cash Flow Projection reports and graphics from the Primavera P6 application.

3.2.5. Cost-loaded data shall be the basis for monthly payment applications and shall be included with monthly updates of the Progress Schedule.

3.3. RESOURCE-LOADING

3.3.1. Not used.

3.4. COORDINATING PROGRESS SCHEDULE WITH OTHER CONTRACT SCHEDULES

3.4.1. Not used.

3.5. SUBMITTALS

3.5.1. The Progress Schedule and associated reports shall be submitted to Engineer for acceptance within the period of the preliminary Progress Schedule specified herein. If the Progress Schedule is not submitted, no progress payments will be made after the due date until the Progress Schedule has been submitted.

3.5.2. Printouts and electronic layouts required as part of the Progress Schedule submittal and monthly updates are as follows:

3.5.2.1. Summary Schedule: one page milestone and summary schedule, sorted by total Float, early-start, early-finish;

3.5.2.2. Detailed Project Schedule: organized by Work Breakdown Structure (WBS) or area of work; sorted by total Float, early-start, early-finish;

3.5.2.3. Critical Path Schedule: sorted based on the total Float, early-start, early-finish;

3.5.2.4. 60-Day Look Ahead Schedule: sorted by total Float, early-start, early-finish;

01310-4 of 13
3.5.2.5. Activities in Progress: organized by WBS or area of work; sorted by total Float, early-start, early-finish;

3.5.2.6. Cash Flow Trending Report: presented in an S-Curve format based on original planned early start and late start forecasted expenditures. In addition, the historical actual data point(s) are to be graphed within the S-Curve graphic report;

3.5.2.7. Monthly payment projections;

3.5.2.8. Out-of-sequence Report: tabular report showing work performed out-of-sequence.

3.5.3. Contractor shall submit additional layouts if directed by Engineer.

3.5.4. The submittal shall include the following:

3.5.4.1. Narrative report summarizing the milestones, critical path, project approach including phasing or use of crews, significant submittal and fabrication items, coordination or interface requirements, Owner-provided items, and list of subcontractors and vendors.

3.5.4.2. Graphic reports including critical path report (longest path), summary schedule report, total Float report by early-start early-finish, look-ahead report grouped by work breakdown structure or project phasing, and cash flow projection. Cash flow projections include estimated cumulative cost curves based on early and late start dates and projection of monthly payments over the life of the project.

3.5.5. The Progress Schedule file shall be submitted in an executable format, using Primavera Project Manager (P6) format.

3.6. MONTHLY SCHEDULE UPDATES

3.6.1. Contractor shall update the Progress Schedule Monthly.

3.6.2. Monthly Progress Schedule updates shall be submitted for the duration of the Contract on a date agreed to by Owner, Engineer, and Contractor. If monthly Progress Schedule updates are not submitted by the due date, progress payments will be withheld until the required information is submitted and accepted.

3.6.3. The updated schedule shall be reviewed each month in a meeting with Engineer to verify:

3.6.3.1. Actual start dates,

3.6.3.2. Actual completion dates,

3.6.3.3. Activity percent completion,

3.6.3.4. Revised logic (as-built and projected) and changes in activity durations, cost assigned,

3.6.3.5. Cost influence of change orders, if any,

3.6.3.6. Revisions due to extension of time.

01310-5 of 13
3.6.4. Prior to each meeting, Contractor shall prepare a complete and accurate report of current procurement and construction progress through the end of the update period, and a depiction of how Contractor plans to continue the Work to meet all contract completion dates. All network changes and status data agreed to during each update meeting shall be considered as accepted by both parties unless written notice of any exceptions is given within five calendar days after the meeting.

3.6.5. For major network changes that cannot be agreed to during an updating meeting, Contractor shall submit the proposed changes for Engineer’s acceptance prior to inserting such changes into the network. Submittals may be in the form of marked-up networks, fragnets, or schedule abstracts, provided they are submitted with a letter of transmittal. A fragnet is defined as a sequence of new activities and/or activity revisions that are proposed to be added to the existing schedule to demonstrate how project events have an impact on the schedule.

3.7. DATA DATE

3.7.1. The data date is the re-settable date in P6 that serves as the end of a reporting period. The reporting period will be recorded on a monthly basis, e.g., January 1st through January 31st with the 31st as the date date. If required for coordination purposes by Owner, Engineer will provide specific data dates to be used by Contractor.

3.8. REVIEW PROCESS

3.8.1. Engineer will review Contractor’s preliminary Progress Schedule and full Progress Schedule submittals within 10 calendar days after receipt of all required information.

3.8.2. At the request of Owner or Engineer, Contractor shall participate in any meetings necessary to reach a mutual agreement and acceptance of the preliminary Progress Schedule, Progress Schedules, or Cash Flow Projections.

3.8.3. If any of the required submittals are returned to Contractor for corrections or revisions, they shall be resubmitted within ten calendar days after the return mailing date. Resubmittals shall include all information and media included in the first submittal. Review and response by Engineer will be given within 10 calendar days after receipt of each resubmittal.

3.8.4. Schedules shall show contract completion of the Work on the Contract completion date and with zero or positive total Float even if Contractor plans to finish early. In no event shall acceptance of the Progress Schedule be a basis for a claim for delay against Owner or Engineer by Contractor for an early finish. A Progress Schedule containing activities with negative Float or that extend beyond the date that the Work is completed and ready for final payment will not be acceptable.

3.8.5. Acceptance of the Progress Schedule by Engineer does not relieve Contractor of responsibility for accomplishing the Work by the Contract completion date. Omissions and errors in the accepted Progress Schedule shall not relieve Contractor of obligations under the Contract. Acceptance by Engineer in no way makes Engineer or Owner an ensurer of the Progress Schedule’s success or liable for time or cost overruns. Engineer and Owner hereby disclaim any obligation or liability by reason of acceptance of the Progress Schedule by Engineer.
3.9. RESPONSIBILITY FOR SCHEDULE COMPLIANCE

3.9.1. Whenever it becomes apparent from the current Progress Schedule that the critical path is delayed and the contract completion date will not be met, Contractor shall mitigate the delay by taking some or all of the following actions at no additional cost to Owner.

3.9.1.1. Increase construction manpower in such quantities and crafts as will bring the project back on schedule within the completion dates and milestones.

3.9.1.2. Increase the number of working hours per shift, shifts per day, working days per week, and the amount of construction equipment, or any combination of the foregoing, to substantially eliminate the backlog of work.

3.9.1.3. Re-schedule activities to achieve maximum practical concurrence of activities and to comply with the schedule date(s).

3.9.2. Within ten calendar days of Engineer's request, Contractor shall submit a recovery schedule and written statement of the steps intended to remove or arrest the delay to the critical path in the schedule. If Contractor fails to submit the required information or should fail to take measures acceptable to Engineer, Engineer with Owner concurrence may direct Contractor to increase man-power, equipment and scheduled work hours to remove or arrest the delay to the critical path and Contractor shall promptly provide such level of effort at no additional cost to Owner.

3.9.3. In the event Contractor fails to follow the updated or revised recovery schedule, Owner may elect to withhold progress payments until Contractor complies with the revised schedule.

3.9.4. Should Contractor's efforts not remove or arrest the delay to the critical path of the accepted schedule, then Owner shall be entitled to supplement Contractor's work-force and equipment to remove and arrest any delay, and shall be entitled to deduct all costs and expenses associated therewith from payments due to Contractor. If insufficient Contract funds remain, Owner may recover such funds from Contractor and its Surety.

3.10. CHANGES IN THE WORK, DELAYS, AND EXTENSIONS OF TIME

3.10.1. When changes in the Work or delays are experienced by Contractor and Contractor requests an extension of time, Contractor shall submit a written time impact analysis (TIA) to Engineer illustrating the influence of each change or delay to the current Contract Times. Each TIA shall include a fragnet incorporating the change or delay into the Progress Schedule to demonstrate how Contractor was delayed.

3.10.2. Each TIA shall demonstrate the estimated time impact based on the events of the change or the delay; the date the change was given to Contractor or the delay incurred, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest update of the Progress Schedule accepted by the Engineer at the time the original TIA is submitted.

3.10.3. The TIA shall be submitted within seven calendar days of delay occurrence or 01310-7 of 13
when direction to proceed with a change is given to Contractor. No time extensions will be considered if the time impact analysis is not submitted within the specified time.

3.10.4. Engineer will review Contractor’s TIA. Contractor shall furnish such justification and supporting evidence as Engineer deems necessary to determine whether Contractor is entitled to an extension of time. Engineer’s review of each TIA will be made within five working days of receipt of the TIA and additional information as required by Engineer, unless subsequent meetings and negotiations are necessary.

3.10.5. The Contract Times will be adjusted only for causes specified in paragraph 15. Time extensions will be granted only to the extent that equitable time adjustments for the activity or activities affected exceed the total or remaining Float along the critical path at the time of actual delay. Delays in activities which are not on the critical path and do not affect Contract Times, will not be considered for an extension of time.

3.11. CAUSES FOR EXTENSIONS OF TIME

3.11.1. Additional positive total Float in the Progress Schedule generated by efficiencies of Owner or Contractor is a shared commodity to be reasonably used by either party, and belongs exclusively to the Project. Contractor is not entitled to any additional compensation for completion of the project prior to expiration of the Contract Times.

3.11.2. Owner-Initiated Changes

3.11.2.1. Owner initiated changes to the Work that absorb Float time will not be considered for an extension of time. Owner-initiated changes that affect the critical path of the Progress Schedule shall be grounds for extending or shortening completion dates. Use of Float time for Contractor initiated changes will require Owner’s concurrence. Contractor’s changes, however, shall give way to Owner-initiated changes competing for the same Float time.

3.11.3. Outside Contractor’s Control

3.11.3.1. Events outside of Contractor’s control that affect the critical path of the Progress Schedule will be considered for an extension or reduction of the Contract Times.

3.11.4. Weather Delays

3.11.4.1. Engineer will obtain weather data during construction from a reputable source, and will maintain weather records.

3.11.4.2. Engineer will determine Contractor’s entitlement to an extension of the Contract Times as a result of weather delays, based on the flow chart in Figure 1 and the data included in Tables 1 and 2. Extensions of time will be granted at the discretion of Engineer for circumstances not covered by the flow chart.
3.11.4.3. Any weather-related extension of Contract Times shall be non-compensable. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather days is less than expected, shall contribute to the project Float and shall not affect the Contract Times.

3.11.4.4. Application for a weather related extension of time shall be submitted to Engineer and shall state the extension requested and be supported by the relevant weather data.

3.11.4.5. Contractor shall include the number of days, for each calendar period, from Table 2 in the Project Schedule. Days shall be labeled 01310-9 of 13
as Extreme Weather Float. Extreme Weather Conditions that affect the Critical Path of the Progress Schedule, in excess of the Extreme Weather Float, will be considered for an extension or reduction of the Contract Times. Notification for all extreme weather related events must be submitted no later than 72 hours after the weather impact date.

<table>
<thead>
<tr>
<th>Table 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Monthly Precipitation</td>
</tr>
<tr>
<td>(inches)</td>
</tr>
<tr>
<td>10 year average 2010 – 2020</td>
</tr>
<tr>
<td>NOAA National Centers for Environmental Information, Annual Climatological Summaries</td>
</tr>
<tr>
<td>DOWNTOWN CHARLESTON, SC US, USW00013782</td>
</tr>
<tr>
<td>Jan</td>
</tr>
<tr>
<td>1.94</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Table 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Number of Calendar Days</td>
</tr>
<tr>
<td>with Precipitation of 0.25 Inches</td>
</tr>
<tr>
<td>or More in a Single 24-hour Period</td>
</tr>
<tr>
<td>10 year average 2010 – 2020</td>
</tr>
<tr>
<td>NOAA National Centers for Environmental Information, Annual Climatological Summaries</td>
</tr>
<tr>
<td>DOWNTOWN CHARLESTON, SC US, USW00013782</td>
</tr>
<tr>
<td>Jan</td>
</tr>
<tr>
<td>4</td>
</tr>
</tbody>
</table>

3.12. AS-BUILT SCHEDULE

3.12.1. As a condition precedent to release of final payment, the last update to the Progress Schedule submitted shall be identified by Contractor as the “As-Built Schedule”. The “As-Built Schedule” shall reflect the exact manner in which the project was actually constructed (including actual start and completion dates, activities, sequences, and logic) and shall be signed and certified by Contractor's project manager.

3.13. SCHEDULING SOFTWARE APPLICATION

3.13.1. Scheduling software shall be Primavera Project Manager (P6) without exception.

3.14. SCHEDULE SOFTWARE SETTINGS AND RESTRICTIONS

3.14.1. Contractor shall consult with Engineer for acceptable Primavera Project Manager software settings and restrictions. The following shall apply unless otherwise directed by Engineer.

3.14.1.1. Schedule Options:

a. Shall be defined only to “Use expected finish dates”;

b. Scheduling progressed activities to be set to “Use only retained logic”, not progress override option;

c. Critical Path activities defined as total Float less than or equal to zero;

01310-10 of 13
d. Calculating start-to-start lag from “early start” dates; and computing total Float as “finish Float = late finish – early finish”;

e. Calendar to be set for scheduling relationship lag as “Predecessor Activity Calendar.”

3.14.1.2. Activity progress shall be shown using Remaining Duration. Date format shall be DDMMYY.

3.14.1.3. Default activity type shall be set to “Independent Task”.

3.14.1.4. Date/time activity constraint(s), other than those required by the Contract, will not be allowed unless accepted by Engineer. Contractor shall identify proposed constraints and explain the constraint purpose in the Narrative Report.

3.14.1.5. Lags shall not be used in the creation of an activity that will perform the same function, e.g., concrete cure time. Lag durations contained in the Progress Schedule shall not have a negative value. Contractor shall identify any lag proposed and explain the purpose of the lag in the Narrative Report.

3.14.1.6. Actual Start and Finish dates shall not be automatically updated by default mechanism that may be included in the CPM scheduling software system. Actual Start and Actual Finish dates on the CPM schedule shall be updated by actual work progression.

3.15. ACTIVITY CODES

3.15.1. The Primavera (P6) activity codes and work breakdown structure (WBS) to be confirmed or revised by Engineer are listed below. Confirmation or revision of the activity codes and WBS will be provided to Contractor within three workdays of the Effective Date of the Contract. Use of Engineer prescribed activity codes and WBS is mandatory.

3.15.2. “Project Codes” as defined by Primavera P6 is reserved for Owner. Only “Activity Codes” at Project Level will be permitted for Contractor use.

<table>
<thead>
<tr>
<th>Activity Code</th>
<th>Code Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase</td>
<td>** O00X</td>
<td>Construction Phase</td>
</tr>
<tr>
<td>Construction</td>
<td>A</td>
<td>Milestones</td>
</tr>
<tr>
<td>Phase</td>
<td>B</td>
<td>Administrative</td>
</tr>
<tr>
<td></td>
<td>C</td>
<td>Submittals</td>
</tr>
<tr>
<td></td>
<td>D</td>
<td>Construction Activities</td>
</tr>
<tr>
<td></td>
<td>E</td>
<td>Closeout Phase</td>
</tr>
<tr>
<td>Submittals</td>
<td>SUB</td>
<td>Submittals</td>
</tr>
<tr>
<td></td>
<td>R&amp;A</td>
<td>Review &amp; Approve</td>
</tr>
<tr>
<td></td>
<td>F&amp;D</td>
<td>Fabricate &amp; Deliver</td>
</tr>
</tbody>
</table>

** "X" Corresponds to the appropriate construction phase “A”, “B”, “C”, “D” or “E”. Other Codes to be prescribed by Engineer or requested by Contractor for project specific criteria.**

3.16. ACTIVITY RELATIONSHIPS
3.16.1. Relationships between activities shall be identified with the following information:

3.16.1.1. Predecessor and successor activity ID.

3.16.1.2. Relationship types:
   a. FS – Finish to Start
   b. SS – Start to Start
   c. FF – Finish to Finish
   d. SF – Start to Finish – This relationship is not allowed, unless authorized by Engineer.

3.17. PROJECT CALENDARS

3.17.1. Project Calendars shall use workdays and calendar days as the planning unit for the schedule. Use of Global Calendars is reserved for Owner. Each calendar shall be set to start on Mondays with holidays in accordance with Owner policy. The following calendars shall be used for each activity except as otherwise accepted by Engineer:

3.17.1.1. 5-Day x 8 Hour Workweek (with holidays) shall be used for 5-day 40-hour workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal work activities, submittals, and fabricate and delivery activities. This calendar shall be the default calendar for the project unless otherwise specified.

3.17.1.2. 5-Day x 10-Hour Workweek (with holidays) shall be used for 5-day 50-hour workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar.

3.17.1.3. 6-Day x 10-Hour Workweek (with holidays) shall be used for 6-day 60-hour workweek activities. Monday through Saturday. All holiday and non-work days shall be assigned to this calendar.

3.17.1.4. 7-Day Calendar (no holidays) shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar.

3.17.1.5. Additional Calendars may be assigned depending on need. However, Contractor shall consult with Engineer before other calendars are entered and/or used in the Progress Schedule.

3.17.2. The work day to calendar day correlation shall be based on a single shift and 5-day work week with adequate allowance for holidays, adverse weather and all other special requirements of the Work. Contractor may, at his option, propose alternate baseline calendars to allow a second shift and/or a single shift on Saturdays subject to the concurrence and acceptance of Owner. Under no circumstances will a schedule be accepted which allows regularly scheduled work on Sundays.

3.17.3. The holidays observed by Owner are as identified in the Supplemental Conditions Paragraph SC-7.03.
3.18. **FLOAT**

3.18.1. Float is defined as the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the Progress Schedule.

3.18.2. Contractor shall not use Float suppression techniques, including preferential sequencing (arranging critical path through activities more susceptible to Owner caused delay); lag logic restraints; zero total or free Float constraints; extended activity times; or imposing constraint dates other than as required by the Contract. Float suppression will be cause for rejection of the preliminary Progress Schedule or full Progress Schedule and its updates.

3.19. **MANDATORY MILESTONES**

3.19.1. The Contract duration shall be equal to the time period between the Notice to Proceed and the completion of the Work in readiness for final payment. The following milestones are mandatory.

3.19.1.1. Notice to Proceed

3.19.1.2. Milestones, if any, as indicated in Contractor’s Bid

3.19.1.3. Substantial Completion as indicated in Contractor’s Bid

3.19.1.4. Completion of Work and readiness for final payment, as indicated in Contractor’s Bid

3.19.2. The following additional milestones are to be considered and incorporated into the Progress Schedule in accordance with the Contract, if applicable.

3.19.2.1. Permit constraints

3.19.2.2. Facility shut down or outage milestone requirements

3.19.2.3. Applicable phasing milestones

3.19.2.4. Other milestones deemed appropriate by Engineer

(End of Section 01310)
PART 1  GENERAL

1.1. Units of Measurement

1.1.1. When both inch-pound (English) and SI (metric) units of measurement are specified herein, the values expressed in inch-pound units shall govern.

1.2. SCHEDULE OF VALUES

1.2.1. After review of the preliminary schedule at the preconstruction conference, and before submission of the first Application for Payment, Contractor shall prepare and submit to Engineer a Schedule of Values covering each lump sum item. The Schedule of Values, showing the value of each kind of work, shall be acceptable to Engineer before any Application for Payment is prepared.

1.2.2. The sum of the items listed in the Schedule of Values shall equal the Contract Price. Such items as Bond premium, temporary construction facilities, and plant may be listed separately in the Schedule of Values, provided the amounts can be substantiated. Overhead and profit shall not be listed as separate items.

1.2.3. The Schedule of Values shall have sufficient detail such that partial completion of separable items of work can easily be calculated. The Schedule of Values shall have separate lines for manufacturer’s field services, O&M manuals, and performance testing for each item of equipment requiring such services.

1.2.4. An unbalanced Schedule of Values providing for overpayment of Contractor on items of Work which would be performed first will not be accepted. The Schedule of Values shall be revised and resubmitted until acceptable to Engineer. Final acceptance by Engineer shall indicate only consent to the Schedule of Values as a basis for preparation of applications for progress payments, and shall not constitute an agreement as to the value of each indicated item.

1.3. SCHEDULE OF PAYMENTS

1.3.1. Within 30-days after award of contract, Contractor shall furnish to Engineer a schedule of estimated monthly payments. The schedule shall be revised and resubmitted each month.

1.4. SURVEY DATA

1.4.1. All field books, notes, and other data developed by Contractor in performing surveys required as part of the Work shall be available to Engineer for examination throughout the construction period. All such data shall be submitted to Engineer with the other documentation required for final acceptance of the Work.

1.5. LAYOUT DATA

1.5.1. Contractor shall keep neat and legible notes of measurements and calculations made in connection with the layout of the Work. Copies of such
data shall be furnished to the Resident Project Representative for use in checking Contractor's layout as provided in the project requirements section. All such data considered of value to Owner will be transmitted to Owner by Engineer with other records upon completion of the Work.

1.6. CONTRACTOR RECORD KEEPING AND REPORTING

1.6.1. Accurate record keeping is crucial to the successful management of CDBG-MIT funded activities. Insufficient documentation could lead to monitoring findings and repayment of funds. The Contractor must establish a record-keeping system to document compliance with all federal, state, local, and program requirements.

1.6.2. The Contractor must complete and submit all reports, in such form and according to such schedule, as may be required in the Contract Documents or by the request of the SCOR-DRD, Owner, or their designee. Further, the Contractor agrees to require any subcontractors to submit reports that may be required and to incorporate such language in its agreements. Failure to meet deadlines with the required information could result in sanctions.

1.6.3. All required information associated with this Project must be submitted to the Owner or its designee in a timely manner. See CDBG-MIT GRANT PROGRAM SPECIAL PROVISIONS in the Supplemental Conditions of the Contract Documents for requirements.

1.7. CDBG-MIT GRANT PROGRAM SPECIAL PROVISIONS

1.7.1. See CDBG-MIT GRANT PROGRAM SPECIAL PROVISIONS in the Supplemental Conditions of the Contract Documents for documentation and reporting requirements to include, but not be limited to:

a. Section 3 Compliance
b. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Area Surplus Firms
c. Equal Employment Opportunity
d. Davis Bacon Act Compliance
e. Copeland Act
f. Workers' Compensation (certifications)
g. Project Payroll Reviews

(End of Section 01320)
PART 1 GENERAL

1.1. SCOPE OF WORK

1.1.1. CONSTRUCTION PHOTOGRAPHS BY CONTRACTOR

1.1.1.1. Contractor shall be responsible for the production of construction photographs as provided herein. Engineer shall designate the subject of each photograph.

1.1.1.2. A minimum of 100 photographs of the entire site, or pertinent features thereof, shall be taken before the commencement of Work and promptly submitted to Engineer. A photography plan showing location and direction the photograph was taken shall be submitted with the photographs. The same views shall be rephotographed upon completion of all construction activities and submitted with Contractor’s application for final payment. Additional photographs shall be made each month throughout the progress of the Work at such times as requested by Engineer, and submitted with Contractor’s application for progress payment.

1.2. CONSTRUCTION VIDEO MONITORING AND DOCUMENTATION BY CONTRACTOR

1.2.1. Contractor shall be responsible for the production of pre-construction and construction videos and video documentation as provided herein.

1.3. RELATED WORK SPECIFIED ELSEWHERE

1.3.1. Section 01300 – Submittal Procedures

1.3.2. Section 01382 – Video Monitoring and Documentation

PART 2 PRODUCTS

2.1. PHOTOGRAPHS

2.1.1. All photographs shall be produced by a competent professional photographer.

2.1.2. Contractor shall submit the photographs electronically. Digital images shall be compiled on USB or hard-drive and provided with a descriptive index of the images.

2.1.3. Up to 100 prints, no larger than 8.5” x 11”, shall be provided by Contractor at no cost upon Owner or Engineer request.

2.1.4. In addition to project information required by the Submittals Section, each photograph submittal shall include the following additional information:

2.1.4.1. Date photograph was taken

2.1.4.2. Photography plan showing location and direction the photograph was taken.
2.2. VIDEOS

2.2.1. Videos shall be submitted in MPEG format with a minimum video resolution of 12 megapixels.

2.2.2. Video submittals shall be made in accordance with the Submittals Section.

2.2.3. In addition to project information required by the Submittals Section, each video submittal shall include the following additional information:

2.2.3.1. Date video was taken

2.2.3.2. Text description of area where video was taken, including vantage point, direction of view and elevation of camera

2.2.3.3. Text or audio description of purpose of video

2.2.3.4. Text or audio narration of extents and content of video

PART 3 EXECUTION

3.1. PRE-CONSTRUCTION VIDEO MONITORING

3.1.1. Pre-construction videos shall be documented by Contractor prior to commencing any work and promptly submitted to Engineer. Videos of the same views shall be produced upon completion of all construction activities and submitted with Contractor’s application for final payment.

3.2. PERIODIC CONSTRUCTION PROGRESS VIDEO MONITORING

3.2.1. Periodic progress videos shall be made by Contractor each month throughout the progress of the Work at such times as requested by Engineer, and submitted with Contractor’s application for progress payment.

3.3. WEB-CAM VIDEO MONITORING

3.3.1. See Specification Section 01382 – Video Monitoring and Documentation.

3.4. DRONE BASED PHOTOGRAPHIC AND VIDEO MONITORING

3.4.1. Contractor shall produce aerial drone photographs and videos at both sites every three months. Minimum camera resolution shall be 12 megapixels. Contractor shall utilize drones and drone operators with all proper certifications and licenses for both federal and local jurisdictions.

(End of Section 01380)
SECTION 01382  VIDEO MONITORING AND DOCUMENTATION

Part 1  GENERAL

1.1.  Related Documents

1.1.1.  Requirements of the General and Supplemental Conditions apply to all Work in this Section. Provide all labor, materials, equipment, and services indicated on the Drawings, or specified herein, or reasonably necessary for or incidental to a complete job.

1.2.  DESCRIPTION OF WORK

1.2.1.  The Contractor shall provide a remotely controllable (pan, tilt, zoom, robotic webcam for use by the owner for project documentation and monitoring of the work at each of the two project sites. The camera system shall allow for remote operation via secure internet connection and shall provide a full view of the project work area.

1.3.  RELATED WORK SPECIFIED ELSEWHERE

1.3.1.  Section 01300 – Submittal Procedures

1.4.  SUBMITTALS

1.4.1.  Contractor shall submit, in accordance with the submittals section, a camera system for approval by the Engineer.

Part 2  PRODUCTS

2.1.  CAMERA REQUIREMENTS:

2.1.1.  The site monitoring camera shall have the following features:

2.1.1.1.  All weather aluminum housing with polycarbonate dome

2.1.1.2.  User controllable Pan/Tilt/Zoom controls with multiple preset compositions

2.1.1.3.  Live streaming 16:9 1080p HD video

2.1.1.4.  40x optical, 12x digital zoom with endless pan angle of 360°

2.1.1.5.  Automatic Day and Night function

2.1.1.6.  H.264 and Motion JPEG video compression

2.1.1.7.  Up to 50/60fps in 1080p

2.1.1.8.  2.13 Megapixel images (1920 x 1080 pixels)

2.1.1.9.  Communications: RJ-45 10BASE-T/100BASE-TX PoE

2.1.1.10.  4G cellular modem

2.1.1.11.  High Power over Ethernet (High PoE), max. 17 W

2.1.1.12.  Secure 256-bit AES encrypted onboard storage
2.1.13. High-Definition continuous video recording with 7 days of retention (up to 120 days available)

2.1.14. Industrial grade solid state embedded Linux System

2.1.15. 120VAC, 220-230VAC or 12VDC power

2.2. SERVICE REQUIREMENTS

2.2.1. The camera will be accessible via an internet-based Software as a Service (SaaS) solution. This online interface will be managed and supported by the system vendor. The service will be available for the duration of the Project Times and allow the viewing of live video and High-Definition digital still images captured and stored of the project on both mobile and desktop platforms. The internet based online interface shall include the following features:

2.2.1.1. HTML5 design for cross-platform access on desktop and mobile devices.

2.2.1.2. Secure HTTPS compliant with live stream secured & encrypted via https transport.

2.2.1.3. Ability to display time and date stamp, project name, and logo on recorded data.

2.2.1.4. Project Dashboard to allow for easy navigation between multiple cameras.

2.2.1.5. Multi-view camera grid capability with the ability to display up to 9 cameras per screen streaming simultaneously.

2.2.1.6. Real-time live video viewing with user-controllable robotic pan, tilt, and zoom. User-controllable settings for creating and editing multiple preset compositions, each preset will be displayed as a thumbnail image.

2.2.1.7. Picture in picture capability for viewing live video and High-Definition images simultaneously.

2.2.1.8. Instant live snapshot capability in addition to preset scheduled archives.

2.2.1.9. Visual timeline with quick thumbnail view allows image navigation by year, month, day, and hour.

2.2.1.10. AI-edited time-lapse technology removes frames obscured by foreign objects or weather elements.

2.2.1.11. Photo filters and graphical markup tools for detailing and creating notes with graphical overlays on images, including project title, logo, and time date stamp.

2.2.1.12. Image comparison tool for comparing two images taken at different times, overlaid on top of each other.

2.2.1.13. Share image tool for saving, printing, emailing recorded data.


2.2.1.15. 3D/4D Model Integration (Autodesk Navisworks and Revit, Bentley Synchro).

01382-2 of 4
2.2.1.6. Automatically generated daily/weekly project progress update email with camera image and weather.

2.2.1.17. Integration of maps, aerial, and satellite imagery.

2.2.1.18. Graphical Data Management Tools showing archived and current system status of solar amperage, battery power remaining, wireless radio connectivity, and device location.

2.2.1.19. Automatically generated Progress Reports (in PDF and PowerPoint formats) using weekly camera images with associated weather data, notes, and client logo.

2.3. SECURITY AND MANAGEMENT

2.3.1. The site monitoring camera shall be secured and managed as follows:

2.3.1.1. Access to account protected by four levels of password protection, IP address block/permission and SSL protection of user login password.

2.3.1.2. The system shall capture and upload images every 5 minutes, 24 hours per day.

2.3.1.3. The system shall have M2M – Machine to Machine 24/7 Support with active self-healing technology and automatic software upgrades to maintain the quality, consistency, and reliability of all images.

2.3.1.4. Images shall be maintained on the system vendor’s servers for reference available during the Project Times and for no less than 60 days after project completion.

2.3.1.5. The System Vendor shall provide a scalable, responsive, cross-platform camera media viewer. Viewer shall be delivered via embed code or in a standalone web page.

Part 3 EXECUTION

3.1. CAMERA MOUNTING

3.1.1. The Contractor shall secure a nearby structure for camera mounting or provide a fixed pole (40 foot / 12 meters height recommended) and 3 inch / 8 centimeters minimum diameter as per system vendor’s instruction. The Contractor shall supply all equipment required for safe and secure access to the camera location for technicians performing installation and maintenance services, including building access, bucket truck and/or lift. The system vendor will provide recommendations for optimal camera placement and provide professional installation services as required.

3.2. CAMERA MAINTENANCE

3.2.1. The Contractor shall provide all service and maintenance, including cleaning, of the camera system throughout the life of the project. The camera shall remain in operation throughout the Project Times and shall provide a beginning-to-end time-lapse record.

3.3. END OF PROJECT DIGITAL FILE

3.3.1. Following project completion, the system vendor shall provide a comprehensive archive package that includes all images, historical weather data, AI-edited time-lapse.
videos, and a royalty-free web-based viewer software. The software shall include the same interactive interface as the live camera during the project.

(End of Section 01382)
PART 1  GENERAL

1.1.  SCOPE

1.1.1.  Testing Services

1.1.1.1.  Testing services shall be provided in accordance with Paragraph 14.02 of the General Conditions. All tests to determine compliance with the Contract Documents shall be performed by an independent commercial testing firm acceptable to Engineer. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped, and fully qualified to perform the tests in accordance with the specified standards.

1.1.1.2.  Testing services provided by Owner are for the sole benefit of Owner and/or as required by the governing building code; however, test results shall be available to Contractor. Testing necessary to satisfy Contractor’s internal quality control procedures shall be the sole responsibility of Contractor.

PART 2  PRODUCTS

2.1.  TESTING SERVICES PROVIDED BY CONTRACTOR

2.1.1.  Unless otherwise specified, Contractor shall provide all testing services in connection with the following:

2.1.1.1.  Any Work or part thereof specifically to be inspected, tested, or approved by an employee or representative of an Authority Having Jurisdiction. Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals. Contractor shall pay all costs associated for these activities and shall provide the required certificates of inspection or approval.

2.1.1.2.  Any inspections, tests or approvals required for Owner or Engineer acceptance of materials or equipment to be incorporated in the Work. This includes any items required for acceptance of materials, concrete mix designs or equipment submitted for approval prior to Contractor’s purchase for incorporation in the Work.

2.1.1.3.  Testing, adjusting, and balancing of mechanical, electrical, and other equipment and systems as specified to be incorporated into the Work. This includes services required by manufacturers of equipment or other products such as concrete repair products, pipe, coatings, linings, and roof membranes furnished under the Contract Documents.

2.1.1.4.  Tightness testing of containment structures and pressure or leakage testing of piping as specified.

2.1.1.5.  Any Work (or part thereof) required by the Contract Documents to be approved by Engineer or other designated individual or entity. Contractor shall assume full responsibility for arranging and
obtaining such approvals, pay all costs in connection therewith and submit to Engineer the required certificates of approval.

2.1.2. Excluding those conducted directly by an Authority Having Jurisdiction or expressly specified to be conducted directly by Contractor, inspections and tests shall be performed by independent inspectors, approved agencies or other qualified individuals or entities acceptable to Engineer.

2.2. TESTING SERVICES AND SPECIAL INSPECTIONS PROVIDED BY OWNER

2.2.1. Unless otherwise specified, Owner shall employ and pay for the services of an independent testing laboratory, approved agency or other qualified individual or entities for inspections, tests or approvals required by the Contract Documents for field quality control. These include items indicated as Owner provided in the following Sections:

2.2.1.1. 02220 – Excavation and Backfill
2.2.1.2. 02369 – Injection Grouted Micropiles
2.2.1.3. 02427 – Cast-in-Place Tunnel Lining
2.2.1.4. 02431 – Tunnel Grout
2.2.1.5. 02432 – Drop Shaft Grout
2.2.1.6. 02445 – Drop Shafts
2.2.1.7. 02511 – Flowable Fill
2.2.1.8. 03300-SW – Cast-In-Place Concrete (Surface Work)
2.2.1.9. 03300-TS – Cast-In-Place Concrete (Tunnels and Shafts)
2.2.1.10. 03351-TS – Concrete Placing
2.2.1.11. 03930-TS – Concrete Crack Repair
2.2.1.12. 15000 – Water Distribution Systems
2.2.1.13. 15063 – Polyvinyl Chloride PVC Sewer Pipe

2.2.2. Contractor shall provide access to the site and Work in accordance with 14.01 and 14.02 of the General Conditions. Contractor shall give timely notice of the readiness of the Work for inspection, tests or approvals and shall cooperate with the inspection and testing personnel to facilitate the required tests and inspections. Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. Contractor shall interrupt the Work when necessary to allow testing, including sampling, to be performed. Contractor shall have no Claim for an increase in Contract Price or Contract Times due to such interruption. When testing activities, including sampling, are performed in the field by Engineer or Agency personnel, Contractor shall furnish personnel and facilities to assist in the activities as required.

PART 3 EXECUTION

3.1. TRANSMITTAL OF TEST REPORTS

01400-2 of 3
3.1.1. Written reports of tests and engineering data furnished by Contractor for Engineer's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings.

3.1.2. The Approved Agency retained by Owner will furnish electronic copies of reports by email of each test.

3.2. OFFSITE INSPECTION

3.2.1. Inspection of materials or equipment during the production, manufacturing, or fabricating process, or before shipment, will be performed by Engineer or an independent testing firm or Approved Agency acceptable to Engineer and Authority Having Jurisdiction as specified in the materials and equipment sections.

3.2.2. Except as otherwise specified in other sections, Contractor shall give appropriate written notice to Engineer not less than 10 days before offsite inspection services are required, and shall provide for the producer, manufacturer, or fabricator to furnish safe access and proper facilities and to cooperate with inspecting personnel in the performance of their duties.

(End of Section 01400)
PART 1 GENERAL

1.1. UNITS OF MEASUREMENT

1.1.1. When both inch-pound (English) and SI (metric) units of measurement are specified herein, the values expressed in inch-pound units shall govern.

PART 2 PRODUCTS

2.1. OFFICES AT SITE OF WORK

2.1.1. During the performance of this Contract, Contractor shall maintain a suitable office at or near the Site which shall be the headquarters of its representative authorized to receive drawings, instructions, or other communication or articles. Any communication given to the said representative or delivered at Contractor's office at the Site in the representative's absence shall be deemed to have been delivered to Contractor.

2.1.2. In addition, Contractor shall provide a suitable field office with at least 600 square feet of floor space, adjacent to his office at or near the Site, for use of the Resident Project Representative (RPR) and inspectors. The partitioning off of the Contractor's own office space for use by the RPR will not be permitted. The office shall be provided with an outside entrance door having a substantial lock and stairs with handrail to access the office. A concrete stoop with boot scraper shall be provided at the foot of the stairs. Gravel shall be placed and maintained throughout the life of the project in a 10-foot-wide area around the office perimeter. Skirting shall be installed around the entire perimeter of the office, and the office shall be provided with the necessary tie downs. A pole mounted light shall be provided to adequately illuminate the area outside the office. three parking spaces shall be reserved for the RPR next to the office with the reserved space clearly identified.

2.1.3. Windows for light and ventilation shall be provided in the RPR's office. All windows shall be equipped with blinds. Adequate indoor lighting and thermostatically controlled heating and air conditioning shall be provided.

2.1.4. Contractor shall pay all electricity and heating bills and shall provide voice and data services as specified herein.

2.1.5. The RPR's office shall be plumbed for both hot and cold-water service. A restroom located inside the office shall be provided and shall include a sink with hot and cold-water service and a toilet. The office shall have at a minimum two offices and a meeting area. The office shall be furnished with four desks; a four-drawer filing cabinet; four chairs; one plan rack; a 2'-6" wide X 6' high bookcase with six shelves; an 8' conference table with 8 folding chairs; a Hewlett-Packard Laserjet 700 Color MFP (or approved alternate) document center; a kitchenette with sink, wall cabinets, and counter; a restroom with toilet, sink, towel rack, paper towel dispenser, and counter; two fire extinguishers; a first aid kit; water bottle cooler with bottled water service for the duration of the Contract; two smoke detectors with batteries; a boot brush; and a lockable closet. Appliances to be provided shall include a 1.2 cubic foot, 1,000-watt microwave oven and a 4.4 cubic
foot refrigerator with freezer.

2.1.6. A cleaning service shall clean the RPR’s office weekly throughout the project duration. All office cleaning fees shall be paid by Contractor.

2.1.7. Maintenance of the RPR’s office shall be by Contractor throughout the duration of the project. Maintenance requests not resolved in 48 hours may be resolved by the RPR and the cost of such maintenance back charged to Contractor.

2.1.8. The general arrangement of the RPR’s office and facilities provided shall be acceptable to Engineer.

PART 3 EXECUTION

3.1. PROJECT CONTRACT DOCUMENTS

3.1.1. Copies of the Drawings, Specifications, and other Contract Documents shall be kept at Contractor’s office at the Site, and available for use at all times.

3.2. SERVICES/UTILITIES

3.2.1. WATER

3.2.1.1. All water required for and in connection with the Work to be performed shall be provided by and at the expense of Contractor. No separate payment for water used or required will be made and all costs in connection therewith shall be included in the Contract Price.

3.2.2. POWER

3.2.2.1. Contractor shall provide all power for heating, lighting, operation of Contractor’s plant or equipment, or for any other use by Contractor. Temporary heat and lighting shall be maintained until the Work is accepted.

3.2.3. VOICE AND DATA SERVICES

3.2.3.1. Contractor shall make all necessary arrangements and pay all installation charges for voice and data lines in its offices at the Site and for separate data lines in the office of the Resident Project Representative. Data service shall consist of minimum of 200MB/s and include a Wi-Fi router.

3.2.4. SANITARY FACILITIES

3.2.4.1. Contractor shall furnish temporary sanitary facilities at the Site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.

3.2.4.2. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
3.3. CONSTRUCTION CONTROLS

3.3.1. CONSTRUCTION AIDS

3.3.1.1. Contractor shall furnish, install, maintain, and operate all
construction aids required by it and its Subcontractors in the
performance of the Work, except as otherwise provided herein.

3.3.2. MAINTENANCE OF TRAFFIC

3.3.2.1. Contractor shall conduct its work to interfere as little as possible
with public travel, whether vehicular or pedestrian. Whenever it is
necessary to cross, obstruct, or close roads, driveways, and walks,
whether public or private, Contractor shall provide and maintain
suitable and safe bridges, detours, or other temporary expedients
for the accommodation of public and private travel, and shall give
reasonable notice to owners of private drives before interfering
with them. Such maintenance of traffic will not be required when
Contractor has obtained permission from the owner and tenant of
private property, or from the authority having jurisdiction over
public property involved, to obstruct traffic at the designated
point.

3.3.2.2. In making open-cut street crossings, Contractor shall not block
more than one-half of the street at a time. Whenever possible,
Contractor shall widen the shoulder on the opposite side to
facilitate traffic flow. Temporary surfacing shall be provided as
necessary on shoulders.

3.3.3. DETOURS

3.3.3.1. Where required by the authority having jurisdiction that traffic be
maintained over any construction work in a public street, road, or
highway, and the traffic cannot be maintained on the alignment of
the original roadbed or pavement, Contractor shall, at its own
expense, construct and maintain a detour around the construction
work. Each detour shall include a bridge across the pipe trench and
all necessary barricades, guardrails, approaches, lights, signals,
signs, and other devices and precautions necessary for protection
of the Work and safety of the public.

3.3.4. BARRICADES AND LIGHTS

3.3.4.1. All streets, roads, highways, and other public thoroughfares which
are closed to traffic shall be protected by effective barricades on
which shall be placed acceptable warning signs. Barricades shall be
located at the nearest intersecting public highway or street on each
side of the blocked section.

3.3.4.2. All open trenches and other excavations shall have suitable
barricades, signs, and lights to provide adequate protection to the
public. Obstructions, such as material piles and equipment, shall
be provided with similar warning signs and lights.

3.3.4.3. All barricades and obstructions shall be illuminated with warning
lights from sunset to sunrise. Material storage and conduct of the
Work on or alongside public streets and highways shall cause the
minimum obstruction and inconvenience to the traveling public.

3.3.4. All barricades, signs, lights, and other protective devices shall be installed and maintained in conformity with applicable statutory requirements and, where within railroad and highway rights-of-way, as required by the authority having jurisdiction.

a. **Open Excavations**

i. Contractor shall restore required excavations to the level of the adjacent surfaces as soon as practicable. Unsupervised open excavations on public properties are discouraged at all times. If Contractor, in performance of the Work, makes or causes to be made any excavation in, upon, under, through or adjoining any street, sidewalk, alley, park, boulevard, parkway or any other public properties, and shall leave any part or portion thereof open, Contractor shall provide effective protection to the public.

ii. Contractor shall protect and secure all excavations in roadways in compliance with existing federal, state and local codes and standards, including, but not limited to the most current edition of the Manual of Uniform Traffic Control Devices. Contractor shall protect and secure all unsupervised excavations not within roadways, either by use of protective covers or fencing. Protective covers that can sustain the weight of persons or of objects that are placed upon it may be installed over an unsupervised excavation. The cover shall be secured to the ground to prevent movement. Protective covers shall have no opening(s) or protuberance(s) of sufficient size to cause a fall and/or injury. Advance warning devices shall be installed as necessary. Fencing to prevent entry may be installed surrounding an unsupervised excavation not protectively covered in its entirety. The fencing shall be a minimum of 42 inches in height. The fencing shall be constructed in such a manner that it is adequately secured and will remain upright at all times under normal Site conditions. All protective coverings and fences over and around excavations shall be inspected at least daily to assure integrity. Protective coverings and/or fences in heavily trafficked areas shall be inspected more often as necessary.

3.3.5. **FENCES**

3.3.5.1. All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Fences which interfere with construction operations shall not be relocated or dismantled until written permission is obtained from the owner of the fence, and the period the fence may be left relocated or dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.
3.3.5.2. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition and to their original locations.

3.3.5.3. Temporary Fences

a. Contractor shall provide temporary construction fencing in the locations indicated on the Drawings before the start of the Work. Temporary fencing shall serve to protect the public from access to the Site. All temporary construction fencing, and gates shall be a minimum of 8 feet in height unless specified as Fencing Type 2, and shall be a minimum of 12 feet in height, and match existing MUSC fencing.

b. Access to the site shall occur through the use of gates. Gate size and location shall be determined by the Contractor. Gates must be positioned such that locking and unlocking of gates does not affect traffic. All unsupervised gates to the site must be secured to prevent unauthorized entry by the public.

3.3.6. PROTECTION OF PUBLIC AND PRIVATE PROPERTY

3.3.6.1. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

3.3.6.2. No trees shall be removed outside the permanent easement, except where authorized by Engineer. Whenever practicable, Contractor shall tunnel beneath trees in yards and parking areas when on or near the line of trench. Hand excavation shall be employed as necessary to prevent injury to trees. Trees left standing shall be adequately protected against damage from construction operations.

3.3.6.3. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work or any part or site thereof, whether by Contractor or its Subcontractors. Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage.

3.3.6.4. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

3.3.7. DAMAGE TO EXISTING PROPERTY

3.3.7.1. Contractor will be held responsible for any damage to existing
structures, Work, materials, or equipment because of his operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, Owner.

3.3.7.2. Contractor shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

3.3.7.3. Contractor shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Contractor shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

3.3.8. TREE AND PLANT PROTECTION

3.3.8.1. All trees and other vegetation which must be removed to perform the Work shall be removed and disposed of by Contractor; however, no trees or cultured plants shall be unnecessarily removed unless their removal is indicated on the Drawings. All trees and plants not removed shall be protected against injury from construction operations.

3.3.8.2. Contractor shall take extra measures to protect trees designated to be preserved, such as erecting barricades, trimming to prevent damage from construction equipment, and installing pipe and other Work by means of hand excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or storing equipment against their trunks.

3.3.8.3. When injuring or removal of trees designated to be preserved cannot be avoided, or when removal and replacement is indicated on the Drawings, each tree injured beyond repair or removed shall be replaced with a similar tree of the nearest size possible.

3.3.8.4. All trimming, repair, and replacement of trees and plants shall be performed by qualified nurserymen or horticulturists.

3.3.9. SECURITY

3.3.9.1. Contractor shall be responsible for protection of the Site, and all Work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons.

3.3.9.2. No Claim shall be made against Owner by reason of any act of an employee or trespasser, and Contractor shall make good all damage to Owner's property resulting from Contractor's failure to provide security measures as specified.

3.3.9.3. Security measures shall include security fencing, barricades, lighting, watchman services, and other measures as required to protect the Site.

3.3.10. ACCESS ROADS

01500-6 of 12
3.3.10.1. Contractor shall establish and maintain temporary access roads to various parts of the Site as required to complete the Project. Such roads shall be available for the use of all others performing work or furnishing services in connection with the Project.

3.3.11. PARKING

3.3.11.1. Contractor shall provide and maintain suitable parking areas for the use of all workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere with public traffic, Owner's operations, or construction activities.

3.3.12. NOISE CONTROL

3.3.12.1. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices and operated in a manner to cause the least noise consistent with efficient performance of the Work.

3.3.12.2. During construction activities on or adjacent to occupied buildings, and where appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

3.3.12.3. Ventilation Noise

   a. Noise from ventilation operations shall be attenuated by using portable acoustic barriers, buffers (such as structures or trailers), or other means acceptable to the Engineer. Noise levels associated with fans shall be less than 70 dB at a distance of 50-feet from the source of the noise.

3.3.13. DUST AND SOIL CONTROL

3.3.13.1. Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing dust.

3.3.13.2. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

3.3.13.3. Contractor shall mechanically clean streets if soil is carried onto adjacent public roads.

3.3.14. TEMPORARY DRAINAGE PROVISIONS

3.3.14.1. Contractor shall provide for the drainage of storm water and such water as may be applied or discharged on the Site in performance
of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

3.3.14.2. Existing drainage channels and conduits shall be cleaned, enlarged, or supplemented as necessary to carry all increased runoff attributable to Contractor's operations. Dikes shall be constructed as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect Owner's facilities and the Work, and to direct water to drainage channels or conduits. Ponding shall be provided as necessary to prevent downstream flooding.

3.3.15. EROSION CONTROL

3.3.15.1. Contractor shall prevent erosion of soil on the Site and adjacent property resulting from its construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection.

3.3.15.2. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

3.3.16. POLLUTION CONTROL

3.3.16.1. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

3.3.17. TOXIC AND HAZARDOUS MATERIAL SPILL PREVENTION, CONTROL, AND COUNTERMEASURES.

3.3.17.1. Subject Materials

a. The onsite storage and use of batteries; generators; transformers; and petroleum products such as fuels, lubricating oil, and grease shall be subject to these requirements.

3.3.17.2. Requirements for Spill Prevention, Control, and Countermeasures

a. Contractor shall comply with the requirements of the U.S. Environmental Protection Agency Oil Pollution Prevention Regulations identified as Title 40 Code of Federal Regulations Part 112, for preparation and implementation of a Spill Prevention Control and Countermeasures (SPCC) Plan for minimizing the potential for discharges of petroleum products.
b. There shall be no underground storage of petroleum products during project construction. The largest aboveground fuel storage facility shall have a capacity in accordance with local fuel storage regulations.

c. Contractor shall be responsible for implementing appropriate measures to prevent spills and for controlling and counteracting any adverse effects of materials that are spilled or encountered during construction. The implementation of these Spill Prevention, Control, and Countermeasures requirements during construction shall be closely monitored and enforced by the Owner and the Resident Project Representative.

3.3.17.3. Storage, Unloading, and Transfer of Toxic and Hazardous Materials

a. Fuel and lubricating oil storage tanks shall be placed on a gravel surface and shall be surrounded by an earthen berm large enough to contain the entire contents of the tanks in the event of a spill. The fuel tanks shall be filled manually from a supplier's truck. Transfer operations related to these tanks shall be monitored by the Contractor. A tank level indicator shall be provided to assist in the detection of fuel leakage.

b. Batteries and transformers shall be stored in a curbed area with an impermeable lining. The area shall be sized to contain the entire content of the containers in the event of a spill.

3.3.17.4. Operating Procedures.

3.3.17.5. Diesel Fuel and Lubricating Oil

a. Detection and cleanup of liquid fuel or oil leaks or spills shall be accomplished as follows:

i. Leak Detection. Leaks in any of the tanks shall be detected by Contractor during a daily check or during the performance of other duties. Any significant liquid fuel leak shall be reported promptly to Owner and to the RPR. Contractor shall ensure that the source of the leak is repaired and that the spilled fluid is cleaned up in a timely manner.

ii. Leakage Cleanup and Disposal. Any liquid fuel leakage from an aboveground tank shall be collected in the bermed area surrounding the tank or in absorbent materials. Contaminated absorbent materials shall be disposed of commercially or in a licensed landfill in a timely manner.

3.3.17.6. Batteries and Transformers

a. Detection and cleanup of battery acid and electrical equipment fluids shall be accomplished as follows:

i. Leak Detection. Leaks in batteries or transformers, if
they occur, shall be detected by the Contractor during a weekly check or during the performance of other duties. Any leak shall be reported to Owner and to the RPR. Contractor shall ensure that the source of the leak is repaired and that the spilled fluid is cleaned up in a timely manner.

ii. Leakage Cleanup and Disposal. Any leakage of battery acid or electrical equipment fluids shall be collected in the bermed area surrounding the tank or in absorbent materials. Contaminated absorbent materials shall be transported offsite and disposed of commercially or in a licensed landfill.

3.3.18. FIRE PREVENTION

3.3.18.1. Fire Prevention Program Manager

a. Contractor shall designate a Fire Prevention Program Manager to be responsible for preparing a fire prevention program and ensuring that it is carried out through completion of Contract. The Fire Prevention Program Manager shall have the authority to enforce the provisions of this and other applicable fire prevention standards.

b. Where there is public fire protection or a private fire brigade, the Fire Prevention Program Manager shall be responsible for developing pre-fire plans with the fire agencies. This plan shall be updated as necessary.

c. The Fire Prevention Program Manager shall be responsible for assuring that proper training has been provided to the Contractor's employees in the use of fire protection equipment.

d. The Fire Prevention Program Manager shall be responsible for the presence of adequate numbers and types of fire protection devices and appliances and for their proper maintenance.

3.3.18.2. Fire Reporting

a. There shall be readily available telephone service to the site of the Work. Appropriate telephone numbers shall be conspicuously posted near each telephone. Instructions shall be issued to notify the proper authorities immediately in case of fire.

3.3.18.3. Access for Fire Fighting

a. Every site shall be accessible to fire department apparatus by way of access roadways.

b. Access roadways shall not be obstructed in any manner, including parking of vehicles. "No Parking" signs or other appropriate notice, or both, prohibiting obstruction may be required.
c. Access for use of heavy firefighting equipment shall be provided to the immediate jobsite at the start of the Contract and maintained until completion.

3.3.18.4. General Fire Prevention Provisions

a. Smoking: Smoking shall be prohibited at all times in the underground excavations and at or in the vicinity of hazardous operations or combustible/flammable materials. "No Smoking" signs shall be posted in these areas.

b. Refueling: Special care shall be taken to prevent fires when refueling equipment.

c. Oil Filters, Cartridges, and Oily Rags: Used and discarded oil filters, cartridges, and oil rags or waste shall be removed from the site and disposed of properly.

d. Storage of Flammables: Glass jugs or bottles shall not be used as storage containers for flammable materials. Gasoline, oil, grease, and other highly flammable material shall be stored either in a separate building, or at a site where all debris is cleared within a radius of 25 feet. Storage buildings or sites shall be a minimum distance of 50 feet from other structures. Storage buildings shall be adequately posted with highly visible signs to warn of the flammables and to prohibit smoking in or around the buildings.

e. Welding: Welding shall be accomplished in service areas when possible. If welding at field locations is required, all flammable material shall be cleared for a distance of 15 feet around the area.

3.3.18.5. Portable Fire Extinguishers

a. Contractor shall supply portable fire extinguishers during construction in accordance with NFPA #10 and International Fire Code, Section 1414.1.

3.3.19. TEMPORARY RESIDENCE

3.3.19.1. Travel trailers, recreational vehicles, mobile homes, or similar means to provide overnight accommodations will not be allowed at the site of the work. Workmen will not be allowed to remain on the site before or after work hours. Overnight use of the site will only be allowed when construction scheduling may require 24-hour shifts or when otherwise approved by the Owner.

3.3.20. PROJECT IDENTIFICATION AND CONSTRUCTION SIGNS

3.3.20.1. Contractor shall provide project identification signs. The signs shall be erected at the beginning of construction work in the location designated by the Owner. At completion of the work, the signs shall be removed by Contractor.

a. Project identification signs shall be constructed in accordance with specification section 06090 - Carpentry and the
Contract Drawings.

3.3.20.2. Each Contractor shall provide business signs on their field offices, storage

3.3.20.3. facilities, and temporary buildings

3.3.20.4. Each Contractor shall provide informational signs as required by applicable laws ordinances, standards, and codes to help maintain the safety and health at the work site, such as “Danger,” “High Voltage,” etc.

3.3.20.5. Any additional signs requested by Contractor must be approved by the Owner.

(End of Section 01500)
PART 1  GENERAL

1.1.  SCOPE

1.1.1.  This section covers the preparation for shipment, delivery, storage, and handling of materials and equipment.

PART 2  PRODUCTS

2.1.  Not Used.

PART 3  EXECUTION

3.1.  PREPARATION FOR SHIPMENT

3.1.1.  All materials and equipment shall be suitably packaged to facilitate handling and protect against damage during transit and storage. All equipment shall be boxed, crated or otherwise completely enclosed and protected during shipment, handling, and storage; and shall be protected from exposure to the elements and shall be kept dry at all times. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of materials or equipment shall be repainted or recoated to the satisfaction of Engineer.

3.1.2.  Grease and lubricating oil shall be applied to all bearings, rotating parts, and similar items as required by the product manufacturer.

3.2.  SHIPPING

3.2.1.  Before shipping, each item, package, piece of equipment, or bundle of material shall be tagged or marked as identified in the delivery schedule, shop drawings, or project-specific submittals. Complete packing lists and bills of material shall be included with each shipment.

3.3.  DELIVERY

3.3.1.  Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the site and shall comply with the requirements specified herein and shall provide required information concerning the shipment and delivery of the materials specified in this Contract. These requirements also apply to any sub suppliiers making direct shipments to the Site.

3.3.2.  Contractor shall, either directly or through contractual arrangements with others, accept responsibility for the safe handling and protection of the equipment and materials furnished under this Contract before and after receipt at the port of entry. Acceptance of the equipment shall be made after it is installed, tested, placed in operation and found to comply with all the specified requirements.

3.3.3.  All items shall be checked against packing lists immediately on delivery to the site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.

01614-1 of 3
3.4. STORAGE

3.4.1. Upon delivery, all equipment and materials shall immediately be stored and protected until installed in the Work.

3.4.2. Stacked items shall be suitably protected from damage by spacers or load distributing supports that are safely arranged. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spalling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe, fittings, and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geomembranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.

3.4.3. Pumps, motors, electrical equipment, and all equipment with antifriction or sleeve bearings shall be stored in weather-tight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.

3.4.4. Equipment having moving parts, such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer’s storage instructions shall be carefully followed by Contractor.

3.4.5. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal “welding.” Upon installation of the equipment, Contractor shall, at the discretion of Engineer, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

3.4.6. When required by the equipment manufacturer, lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.

3.4.7. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.

3.4.8. In addition to the protection specified for prolonged storage, the packaging of spare units and spare parts shall be for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

3.5. HANDLING

3.5.1. Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the
precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.

3.5.2. During handling, carbon steel constructed material including chains, straps, and forks on lifting equipment shall not directly contact any equipment or material constructed of stainless steel. It shall be the Contractor's responsibility to correct any carbon steel contamination of stainless steel.

(End of Section 01614)
PART 1  GENERAL
1.1. SUMMARY

1.1.1. Section includes administrative and procedural requirements for project record documents, including the following:

1.1.1.1. Record Drawings

1.1.1.2. Miscellaneous record submittals

PART 2  PRODUCTS
2.1. Not Used.

PART 3  EXECUTION
3.1. RECORD DRAWINGS

3.1.1. Water and Sewer System Record Drawings

3.1.1.1. Requirements for record drawings to be provided for the Charleston Water System owned domestic water and sanitary sewer systems are provided in Section 01700.

3.1.2. Record Prints

3.1.2.1. In addition to copies required by project permit conditions and closeout requirements, maintain two sets of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued in accordance with Article 7 of the General Conditions as identified in Section 00700 (C-700).

a. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.

i. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.

ii. Accurately record information in an acceptable drawing technique.

iii. Record data as soon as possible after obtaining it.

iv. Record and check the markup before enclosing concealed installations.

v. Cross-reference record prints to corresponding photographic documentation.

b. Content: Types of items requiring marking include, but are not limited to, the following:

01783-1 of 4
i. Dimensional changes to Drawings.

ii. Revisions to details shown on Drawings.

iii. Depths of foundations.

iv. Locations and depths of underground utilities.

v. Revisions to routing of piping and conduits.

vi. Revisions to electrical circuitry.


viii. Changes made following Engineer’s written orders.

ix. Details not on the original Contract Drawings.

x. Field records for variable and concealed conditions.

xi. Record information on the Work that is shown only schematically.

b. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.

d. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.

e. Mark important additional information that was either shown schematically or omitted from original Drawings.

f. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

3.1.2.2. Record Digital Data Files

a. Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:

i. Format: Annotated PDF electronic file with comment function enabled and as otherwise required by project permit conditions and closeout requirements.

ii. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.

3.1.2.3. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

a. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
b. Format: Annotated PDF electronic file with comment function enabled.

c. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.

d. Identification: As follows:
   i. Project name.
   ii. Date.
   iii. Designation "PROJECT RECORD DRAWINGS."
   iv. Name of Engineer.
   v. Name of Contractor.

3.2. RECORD PRODUCT DATA

3.2.1. Recording

3.2.1.1. Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

3.2.2. Preparation

3.2.2.1. Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

3.2.2.2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

3.2.2.3. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3.2.2.4. Note related Change Orders and record Drawings where applicable.

3.2.3. Format

3.2.3.1. Submit record Product Data as annotated PDF electronic file.

3.2.3.2. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

3.3. MISCELLANEOUS RECORD SUBMITTALS

3.3.1. Assemble miscellaneous records required by General Conditions and other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

3.3.2. Format

3.3.2.1. Submit miscellaneous record submittals as PDF electronic file(s).
3.3.2.2. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

3.4. MAINTENANCE OF RECORD DOCUMENTS

3.4.1. Maintenance of Record Documents

3.4.1.1. Store record documents in the field office apart from the Contract Documents used for construction.

3.4.1.2. Do not use project record documents for construction purposes.

3.4.1.3. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss.

3.4.1.4. Provide access to project record documents for Engineer's reference during normal working hours.

(End of Section 01783)
CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Steve Kirk / Andrew Jones
DEPT. Stormwater Management
SUBJECT: EHRHARDE ST. TUNNEL EXTENSION FEE AMENDMENT #4

REQUEST: Approval of Fee Amendment #4 with Davis and Floyd for $2,482,200.00 for construction contract management, construction-phase engineering, assurance and acceptance inspection, sampling, testing, and construction survey verifications for the Ehrhardt St. Tunnel Extension project.

COMMITTEE OF COUNCIL: Ways & Means
DATE: February 8, 2022

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

- CPR Committee Chair
- Corporate Counsel
- Dir. of SW Management
- MBE Manager

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

If yes, provide the following: Dept/Div SW Mgmt- Proj. Mgmt Acct # 050383-58236

Balance in Account $2,482,200.00 Amount needed for this item $2,482,200.00

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of Fee Amendment #4 will increase the professional services contract by $2,482,200.00 (from $1,004,740.00 to $3,486,940.00). Funding for this project is HUD CDBG-MIT Grant ($9,964,190.00) and the Drainage Fund ($7,891,329.00).

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.
This is an Amendment to the Agreement between the City of Charleston (Owner) and Davis & Floyd, Inc. (Engineer) dated September 10, 2019 (hereafter referred to as the Agreement). This said Amendment is effective as of ____________

1. Owner and Engineer, in consideration of the mutual covenants as set forth herein, agree to amend the Engineer's Services of the Agreement to include the Scope of Services and associated Fee detailed in the attached Proposal for Professional Services (Amendment 04) dated December 03, 2021 and generally described as follows:

Davis & Floyd, Inc. (Consultant) will perform Construction Phase Services for the Project to include, but not necessarily be limited to, construction contract management, construction-phase engineering, assurance and acceptance inspection, sampling, testing, and construction survey verifications to support Contractor compliance with the Contract Documents. Other tasks may be added as requested or deemed necessary by the City.

2. Owner and Engineer agree to amend the Agreement in accordance with Exhibit C, Article 4, C4.01, A.6. of the Agreement to establish a total contract value of $3,486,940 (an increase of $2,482,200.00 for this Amendment 04).

a) Owner shall pay Engineer for Services provided in accordance with this Amendment 04 for Tasks I. thru IV. on a time and expenses basis in the amount of $2,122,500.00.

b) Services provided in accordance with this Amendment 04 for Task V. Additional Services Upon Request will be upon a time and expense basis if further authorized by Owner up to an amount not to exceed $359,700.00.

3. In all other respects, the Agreement remains unmodified and in full force and effect.

City of Charleston
OWNER

By: ____________________________
Name: John J. Tecklenburg
Title: Mayor
Address: P.O. Box 652
Charleston, SC 29402

Davis & Floyd, Inc.
ENGINEER

By: ____________________________
Name: Michael V. Horton, PE, CFM, LEED-AP
Title: Chief Engineering Officer
Address: P.O. Box 61599
Charleston, SC 29419

Attachments:
1 – Proposal for Professional Services (Amendment 04) dated December 3, 2021
December 03, 2021

Matthew Fountain, PE, PG
Director of Stormwater Management
City of Charleston
2 George St, Suite 2100
Charleston, SC 29401

via email - fountainm@charleston-sc.gov

Re: Proposal for Professional Services – (Amendment No. 4)
Ehrhardt Street (Medical District) Flood Mitigation Project Construction Phase Services
D&F Job Number: 31874.00

Dear Mr. Fountain:

Thank you for allowing Davis & Floyd (D|F) the opportunity to submit this Proposal for Professional Services to support the Construction and funding requirements of the Ehrhardt Street (Medical District) Flood Mitigation Project.

D|F, in coordination with Black & Veatch, proposes professional services to perform Construction Phase support for the Project to include tasks such as contract management, construction-phase engineering, assurance and acceptance inspection, sampling, testing, and construction survey verifications to support Contractor compliance with the Contract Documents. Other tasks may be added as requested by the City. Descriptions of the services to be provided are detailed further in the attached Scope of Services and other supporting documents.

The fees for each Task are identified in the below table and further detailed in the attached Hourly Fee Analysis.

| Construction Phase Services                              | D|F   | B&V  | SCI  | Total    |
|----------------------------------------------------------|------|------|------|---------|
| Task I. Contract Management and Administration           | $242,300 | $193,300 |     | $435,600 |
| Task II. Grant Support                                   | $115,500 |      |      | $115,500 |
| Task III. RFI, Submittal Review and Special Inspections  | $109,000 | $106,000 | $120,700 | $335,700 |
| Task IV. Inspection and Testing                          | $362,300 | $873,400 | $120,700 | $1,356,400 |
| Task V. Additional Services Upon Request                  | $50,200 | $309,500 |     | $359,700 |
| **Total Estimate**                                        | **$879,300** | **$1,482,200** | **$120,700** | **$2,482,200** |
It is proposed that compensation for the services be on a time and expense basis not to exceed $2,482,200 which includes a budget of $359,700 for Additional Services to support the City’s authorization of the contractor to work on weekends and/or at night requiring Construction Engineering and Inspection Services, or should the City require Risk Management and Dispute Resolution Services to support Contractor Claims. Additional Services will not proceed without written authorization from the City.

We appreciate the opportunity to continue to support the City toward the success of this important project. Upon your request, D|F is prepared to provide three original copies of the City’s Form of Agreement for use. Please don’t hesitate to call should you have any questions or if we may provide additional information to assist with your consideration.

Very truly yours,

DAVIS & FLOYD

J. Mike Simpson Jr., PE, PMP
Associate | Sr. Project Manager

Michael V. Horton, PE, CFM, LEED-AP
Chief Engineering Officer

Enclosures:
- Organization Responsibilities Chart
- Design Team Responsibility Matrix
- Scope of Services – Construction Phase Services
- Hourly Fee Summary
- Major Subconsultant Proposal – Black & Veatch
- Subconsultant Proposal – Soil Consultants, Inc. (SCI)
CONSTRUCTION PHASE SERVICES
Ehrhardt Street (Medical District) Flood Mitigation Project

ORGANIZATION CHART

CITY OF CHARLESTON LEAD
Steven Kirk, PE

SERVICES MANAGER
Stephen O’Connell, PG (B&V)

PROJECT MANAGER
Mike Simpson, PE, PMP

CONSTRUCTION MANAGER
Kyle White, PE (B&V)

PROGRAM DIRECTOR
Michael Horton, PE, CFM, LEED AP

PROJECT ENGINEER
Mike Putnam, PE, CFM

PROJECT DELIVERY
Melissa Webb

TUNNEL INSPECTORS
B&V Inspector Team

COLLECTION SYSTEM INSPECTORS
DJF Inspector Team

MATERIALS TESTING
Soil Consultants, Inc.
# CEI Responsibility Matrix

**Ehrhardt Street (Medical District) Flood Mitigation Project**

<table>
<thead>
<tr>
<th></th>
<th>Primary Responsibility</th>
<th>Secondary Responsibility</th>
<th>Joint Responsibility</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>S</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction Phase</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Administration of the Construction Contract</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>2. Conduct Pre-Construction Conference</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>3. Provide Construction Observation</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>4. Provide Periodic Specialty Inspection</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>5. Monitor Contractor’s Construction Schedule</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>6. Inform Owner of Progress and Quality of Work</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>7. Public and Business Coordination</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>8. Utility Coordination</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Environmental and Permitting Coordination</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>10. Traffic Control and T&amp;T/DOT Coordination</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>11. Survey Control and Verification</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>12. Differing Site Conditions</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>13. Identify Non-Conforming Work</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>14. Recommend Corrective Measures of Defective Work</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>15. Issue Field Documentation</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>16. Review Contractor’s Submittals</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>17. Review Contractor’s Substitutes and Deviations</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>18. Review Contractor’s Test Procedures and Certificates</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>19. Review Contractor’s Pay Applications &amp; Recommend Payment</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>20. Approve Contractor’s Pay Applications</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>21. Assemble &amp; Review manuals, warranties, bonds, samples &amp; certificates</td>
<td>P</td>
<td>S</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Closeout Phase</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>22. Evaluate Contractor’s Notice of Substantial Completion</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>23. Conduct Punchlist Inspection</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>24. Conduct Final Inspection</td>
<td>J</td>
<td>J</td>
</tr>
</tbody>
</table>

---

**Davis & Floyd**  
**Black & Veatch**
SCOPE OF SERVICES
CONSTRUCTION PHASE SERVICES
Ehrhardt Street (Medical District) Flood Mitigation Project

Davis & Floyd, Inc. (Consultant) will perform Construction Phase Services for the Project to include, but not necessarily be limited to, construction contract management, construction-phase engineering, assurance and acceptance inspection, sampling, testing, and construction survey verifications to support Contractor compliance with the Contract Documents. Other tasks may be added as requested or deemed necessary by the City.

Project Management

Consultant shall provide a Project Manager for this project. This Project Manager will be responsible for the construction contract administration of the project. The Project Manager will work directly with the City’s Project Manager or their designee.

The consultant shall provide a Construction Manager (CM) This project will be the CM’s primary responsibility. The CM is shall be a liaison between this project and the Spring/Fishburne project. The CM will be responsible for providing an appropriate level of inspection for phases and aspects of the project and serve as the City’s project representative for construction related coordination and communication with the Contractor, in accordance with the duration and services listed herein. The CM will direct a staff of Project inspectors that will carry out the majority of the inspection, sampling, and testing responsibilities for the project. References to the Project Manager, CM, staff of inspectors, or to any individual inspector in the scope of services section shall be as Consultant.

Duration

The duration of work related to this Scope of Services is a period of 15 months from the notice to proceed. The work hours for the Construction Engineering and Inspection (CEI) team align with the hours and workdays as specified in the construction contract: 7:00am to 5:30pm, Monday through Friday.

Services:

I. Construction Contract Management & Administration:

The Consultant shall provide office engineering, scheduling and administration staff to adequately manage the project to include to the tasks as listed below.

1. Document management  
   a. Software  
   b. Personnel  
   c. Contractor DBE progress  
   d. Interface with Contractor as necessary  
   e. Hard copies and electronic data  
   f. Construction submittals and tracking  
   g. Monthly Construction Progress Report  
   h. Monthly Invoicing Report

2. Preconstruction Conference
3. Contractor pay requests  
   a. Verification and approvals  
4. Project Meetings
a. Prepare Agendas and take and distribute Minutes for Weekly Meetings
b. Prepare Agendas and take and distribute Minutes for Monthly Meetings
5. Change Management
   a. Preparation of Field Orders, Work Change Directives, and Change Orders
   b. Coordination with Sprink / Fishburne Drainage Project Engineer
6. Construction contract Change Order generation
7. Project documentation
   a. Daily work reporting
   b. Photo and video gallery
8. Project schedule
   a. Progress Schedule review
   b. Progress Reports
   c. Updates
9. Resource agency reporting
   a. NPDES Stormwater Inspections and Reporting
   b. SCDOT Encroachment Permit monitoring
10. Public Relations and Informational Meetings:
    a. The Consultant shall facilitate the project public relations and informational meetings. The tasks shall include:
       i. Leadership Updates
       ii. Provide monthly progress reports to the City.
       iii. Host site visits for leadership and elected officials (as requested by City)
    b. Web site Support
       i. Review City's web page for accuracy and content
       ii. Provide web page content monthly to City as needed
11. Utility coordination
    a. Support of Contractor Utility Coordination
    b. Support of Contractor coordination with MUSC
12. Project Coordination with other City Projects
    a. Coordination with adjacent City projects within the same system
13. Project Closeout
    a. Substantial Completion Inspection and recommendation
    b. Development of Punchlist items at Substantial Completion
    c. Final Inspection
    d. Materials Certification preparation and submittal
    e. DBE Compliance Review
    f. Review Contractor As-built Drawings

II. Grant Support:

The Construction Project is funded in part by a Community Development Block Grant-Mitigation (CDBG-MIT) grant program, which is funded and regulated at the federal level by the U.S. Department of Housing and Urban Development (HUD) and administered by the State of South Carolina. The South Carolina Office of Resiliency Disaster Recovery Division (SCOR-DRD) is the CDBG-MIT grant recipient, and the City of Charleston is the subrecipient. The Consultant will support the City with Grant-related and/or required assignments as requested by the City and/or SCOR-DRD through the provision of tasks such as the performance of CDBG-MIT Grant-related Contractor and Subcontractor Assessments, Record Keeping and Reporting; Providing timely information to support grant requirements; Support SCOR-DRD's Appointed Labor Standards Officer; and General Services to support the City's management of CDBG-MIT Grant Funding Requirements.

Due to the nature of known and potential for additional undefined grant-related services required to support the City and Grant-regulatory agencies (State of South Carolina, HUD, SCOR-DRD), this Scope of Services for Consultant Recordkeeping and Reporting is based upon an anticipated 34 hours per month of...
support to provide services detailed below, as well as continuing Project Delivery support to the City PM, SCOR-DRD PM, and other grant leadership, attendance at project grant coordination meetings, and general coordination / project record evaluation and updates up to 10 hours per month.

Anticipated Consultant Recordkeeping and Reporting services, and anticipated frequency, are as follows:

1. Pre-Construction Contract Award
   a. Verify Contractor is cleared via a search of the SAM system to verify contractor is in good standing and has not been debarred
   b. Notify Contractor that it is the sole responsibility of prime contractor to verify subcontractor eligibility requirements outlined in state and Federal law - at minimum, based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements
   c. Provide Davis-Bacon prevailing wage rate
   d. Prepare template and coordinate with City / DRD for Monthly Progress Report
   e. Document Attendance Roster, Agenda, and Notes for Mandatory Pre-Construction Contract, including outline of required federal/state labor requirements.
   f. Support Appointed Labor Standards Officer
   g. Support City LSQ with submitting SCOR DRD Labor Standards Record (LSR) form to SCOR DRD for each construction contractor over $2k, including subcontractors
   h. Provide labor standards preconstruction advice and support

2. Post-Construction Contract Award (NTP)
   a. Request / review for completeness Certificate from Contractor Designating Officer or Employee to Supervise Payment of Employees
   b. Request / review for completeness Certificate from Contractor Subcontractors (each) Designating Officer or Employee to Supervise Payment of Employees
   c. Verify each contractor’s certification of Workers’ Compensation Compliance is received from Contractor

3. Weekly Support
   a. Provide misc. support to City / DRD for reporting and documenting project information for grant
   b. Review that applicable posters are posted at work site by Contractor
   c. Receive / Verify submission of weekly Contractor payroll reports and statements of compliance
   d. Receive / Verify submission (by Contractor) of weekly subcontractor payroll reports and statements of compliance
   e. Receive No Work payrolls, as necessary
   f. Conduct on-site employee interviews w/ laborers and mechanics using form OMB 2501-0099 (CONFIDENTIAL)
   g. Complete Labor Standards Checklist

4. Monthly
   a. Federal Provisions - Verify all contracts, including but not limited to subcontracts and vendors, contain all applicable provisions at the 1st Occurrence of Contractor/supplier on Pay App
   b. Verify Cost plus percentage of cost and percentage of construction cost methods NOT USED at the 1st Occurrence of Contractor/supplier on Pay App
   c. Verify CDBG-MIT Grant Required Indemnification is in all Contracts (Subcontracts and vendors) at the 1st Occurrence of Contractor/supplier on Pay App
   d. Verify each subcontractor’s certification of Workers’ Compensation Compliance is received from Contractor at the 1st Occurrence of Contractor/supplier on Pay App
   e. SAM Eligibility - Verify all contractors, including subcontractors, are registered in SAM and eligible to receive federal contracts
   f. Monthly certification to DRD of status of reported program-related fraud, waste, and abuse
   g. Verify Davis Bacon wage provisions are posted in prominent and accessible place at work site

Davis & Floyd, Inc.
h. Verify DOL's "Notice to All Employees" federal posters are displayed at job site
i. Verify O/T hours worked are compensated not less than 1.5 x regular rate
j. Spot-check contractor/subcontractor payrolls for employer compliance
k. Provide Monthly Construction Contract Draw Request Review and Draft Checklist

5. Quarterly Support
   a. Request and receive description of Contractor Efforts to Offer Training and Employment Opportunities to Section 3 Residents and results
   b. Prepare and Submit Subcontract Activity Report
   c. Request and review Contractor Section 3 Summary Report
   d. Request and review Contractor's (each) Subcontractor Section 3 Summary Report (or statement of no report)

6. Miscellaneous / As Necessary / Upon Request
   a. Request and receive description of Contractor Efforts to Award Contracts to Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms and results (separate from City MWBE requirements) - Bi-annually
   b. Verify profit negotiation has occurred as a separate element of the price of every construction contract modification / change order - Each Change Order (Work change directives under OCCA not applicable.)
   c. Verify a cost analysis has been prepared for every construction contract modification / change order. Each Change Order (Work change directives under OCCA not applicable.)
   d. Verify/Coordinate Amendments approved by SCOR-DRD prior to execution (Work change directives under OCCA not applicable.)
   e. Respond to reported program-related fraud, waste, and abuse
   f. Labor Standards file maintained for each construction contract
   g. Notify prime contractor of labor standards deficiencies and required corrective actions
   h. Continue services to support Appointed Labor Standards Officer
   i. Support City LSO with submitting SCOR DRD Labor Standards Record (LSR) form to SCOR DRD for each construction contractor over $2k, including subcontractors
   j. Provide labor standards advice and support

7. Construction Contract Final Completion
   a. Request from Contractor and Review Contractor's Section 3 Business Utilization Report and review against project file  Construction Contract Final Completion
   b. Request from Contractor and Review Contractor's Section 3 New Hires Report

8. Close Out
   a. Prepare Final Project Progress Report Summary of all reported Data
   b. Assist City with completion of SCOR DRD Certificate of Construction Completion and & SCOR DRD Final Wage Compliance Report
   c. Prepare Grant Record Documents (items II.1.a. thru II.7.b.) in digital format and transmit to SCOR-DRD for Project File
   d. Transmit custody of certified payroll reports and other project documentation including sensitive information to City and / or DRD and delete sensitive information

III. RFI, Submittal Review and Special Inspections:

The Consultant will provide review, tracking, and general coordination of Contractor Requests for Information (RFI), Shop Drawings and Other Submittals, and Contractor's Special Inspections such as Grading and Drainage, Water, Sewer, and Main Relocation, Structural, Transportation and Traffic Control / Detour Plans, General (Erosion Control / Misc. Materials), and Vortex Structure Special Inspections Contractor Weekly Report as required to be submitted by the Contractor in the Construction Contract Documents. This Scope of Services includes the initial review plus two revision reviews.

Davis & Floyd, Inc.

4 of 8

Scope of Services
Ehrhardt Street Flood Mitigation Project
Construction Phase Services
IV. Inspection and Testing:

The Construction Contract Documents require the Contractor to perform Quality Control (QC) testing. The Consultant, through self-perform or subconsultants, shall provide Project Inspectors to perform the majority of on-site inspection and testing duties in accordance with the project requirements to include acceptance testing. The Consultant shall be responsible for verifying and documenting that the quantities of testing (QC and QA) are being met and maintain master project QC and QA records. The Consultant shall review the Contractor’s Quality Control Plan and recommend for approval in accordance with contract documents. Consultant shall interface and coordinate with the Contractor’s QC personnel on a daily basis. The Project Inspectors shall report directly to the CM who shall direct the daily work of the Project Inspectors. These inspectors will be responsible for highly technical and specialized inspection and testing procedures for construction in the areas of asphalt, concrete, foundations, soils and earthwork, erosion control, traffic control, and others. Where required, these positions will be SCDOT certified in the areas mentioned or possess the ability to become certified through the SCDOT certification program. The following tasks have been developed to address the aforementioned goals and objectives.

1. Perform Inspection of Tunnel and Shaft Construction Alternatives

Consultant shall provide inspection services associated with construction of the tunnel and shafts. Consultant shall interface and coordinate with the Contractor’s personnel on a daily basis. The Project Inspector shall report directly to the CM who shall direct the daily work of the Inspector. The Consultant shall provide necessary personnel and equipment to perform necessary Quality Acceptance reviews for the Contractor’s construction of the following major project components:

1. Access Shaft
   a. Cannon Street

2. Drop Shaft
   a. Ehrhardt Street

3. Tunnel
   a. President Street Tunnel Bulkhead
   b. Ehrhardt Tunnel
   c. Tunnel Connection to Drop Shaft

2. Perform Inspection and Quality Assurance Testing for Concrete Structures

The Consultant shall provide necessary personnel and equipment to perform necessary Quality Assurance inspection, sampling, and on-site testing of concrete structures on the Project. This task includes performing necessary air and slump tests, inspecting the construction of the formwork, placement and tying of reinforcing steel, checking grades as set by the contractor, making and storing concrete cylinders, logging samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through an appropriate lab, and all other inspection duties. The Consultant shall provide staff to monitor these activities independently and where required, sample and test materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual. Consultant staff assigned to this task must possess current SCDOT and ACI certifications in Concrete Inspection.

3. Perform Inspection and Quality Assurance Testing for Earthwork and Base Activities

The Consultant shall provide necessary personnel and equipment to perform necessary Quality Assurance inspection, sampling, and on-site testing of earthwork and base construction on the Project. This includes, but is not limited to, excavations, mucking, borrow excavation, installation
of geosynthetics and geogrids, ground modifications, graded aggregate base course construction, placement of drainage systems, and any other related activities. This task includes performing necessary inspection and sampling of borrow excavation and subgrade at frequencies established in the specifications, monitoring, inspection, and testing of compaction activities on the project, establishing limits of mucking or undercutting, inspection and sampling of geosynthetic material placement, and completion of forms associated with earthwork and base construction, logging samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through an appropriate lab, and other inspection duties as described in the SCDOT Construction Manual and the Standard Specifications, 2007 edition. The Consultant shall monitor Contractor’s compliance with the Contractor’s approved plan for earthwork and shall provide staff to monitor these activities independently and conduct Quality Control sampling and testing of materials in accordance with project requirements, and where applicable, the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual. Consultant staff assigned to this task must possess a current SCDOT certification in Earthwork.

4. Perform Inspection and Quality Assurance/Quality Acceptance Testing of Hot Mix Asphalt Activities

The Consultant shall provide necessary personnel and equipment to perform necessary Quality Assurance inspection, sampling, and on-site testing of Hot Mix Asphalt construction on the Project. This may include placing Asphalt Base, Binder, Surface, and Friction Courses, and any other related activities. This task includes performing necessary QA inspection, testing, and sampling of Hot Mix Asphalt delivered to and placed on the Project. This includes performing rate calculations, checking mix and mat temperatures, monitoring the workmanship of the paving crew, directing any corrective action deemed necessary, taking roadway samples when needed, monitoring the compaction activities of the contractor, monitoring and performing compaction tests of asphalt, reviewing the traffic control operations associated with this activity, logging samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through an appropriate lab, and other inspection duties as described in the SCDOT Construction Manual and the Standard Specifications, 2007 edition. The Consultant shall monitor Contractor’s compliance with the Contractor’s approved Quality Control plan for asphalt and shall provide staff to monitor these activities independently and where required, conduct Quality Acceptance sampling and testing of materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual. Consultant staff assigned to this task must possess a current SCDOT certification as HMA Roadway Technician.

5. Perform Quality Control and Quality Acceptance Inspection and Testing as required for other construction activities associated with the Project and not specifically mentioned above.

The Consultant shall provide necessary personnel and equipment to perform necessary Quality Control or Quality Assurance inspection, sampling, and on-site testing of incidental construction activities and items including, but not limited to dewatering, pavement markings, seeding and erosion control measures, traffic control items, and clearing and grubbing. This also includes logging samples into the project sample log, tracking test results, taking check samples as needed, addressing failing samples by arranging and assisting in alternate testing of materials through an appropriate lab, and other inspection duties as described in the SCDOT Construction Manual and the Project Specifications. The Consultant shall provide staff to monitor these activities independently and to sample and test materials in accordance with the sampling frequencies established by the special provisions, specifications, supplemental specifications, and the SCDOT Construction Manual.
6. Maintain field notes and compile Daily Work Reports (DWR)

The Consultant shall maintain field notes and generate daily work reports (DWR) for each calendar day commencing with Notice to Proceed and concluding with Final Completion.

7. Perform other associated duties typically assigned to Project Inspectors

The Consultant shall provide staff to complete general project duties not described elsewhere. These tasks may include delivering samples to an appropriate lab, delivering or picking up revised plans sheets, project documents etc. from the engineer’s office, performing routine but limited QA verification surveying, establish construction limits, proposed grades, etc. for property owners, utilities, etc., and compilation of data and records necessary to produce final plans, facilitate requests from outside parties, or to support decisions made in the field. The Consultant may be asked to meet with contractor’s representatives, City personnel, SCDOt personnel, local interested parties, etc. to provide information or assistance.

8. Furnish necessary equipment to facilitate Tasks 1-7

The Consultant shall furnish necessary equipment, including cell phones, laptop computers, vehicles, and specialized testing equipment to fulfill their testing, sampling, and inspection responsibilities. This equipment will include, but not limited to, self-rescuers, air monitors, nuclear density gauge and related supplies (proctor mold, moisture tester, etc.), concrete air meter(s), slump cones, infrared thermometer, paint thickness gauge, surveying equipment, and any other testing and sampling equipment as required to comply with CEI services.

9. Verification Survey:

The Consultant shall provide survey crews and survey equipment to independently confirm layouts and geometry at key locations throughout the project construction. The survey crew will initially verify established project control points and will monitor primary control points periodically throughout the project duration for disturbance. Verification surveys should be performed at the minimum frequency as listed in the 2007 SCDOt Construction Manual. Elements to be checked shall include but are not limited to:

- Drainage structure invert and top elevations
- Stormwater piping invert elevations
- Road grading
- Road curb lines

V. Additional Services:

CEI services associated with the Additional Services provided herein shall not proceed without written authorization from the City.

1. Night work and work outside construction contract hours – CEI services associated with night work or work outside of the construction contract hours of 7:00am to 5:30pm, Monday through Friday. CEI services may include, but not necessarily be limited to, construction contract management, construction engineering, assurance and acceptance inspection, sampling, testing, construction survey verifications, and management of subconsultants.
2. Risk Management & Dispute Resolution

a. Review and analysis of the Contractor's claims for differing subsurface and physical conditions are excluded from this Scope and may be provided as supplemental services.

b. Provide risk management services, including disputes resolution on an as needed basis throughout the project.

c. Preparation for and attendance at dispute resolution meetings throughout the course of the project. Meeting minutes shall be prepared for each meeting. In addition, project updates will be prepared and given to dispute resolution participants at each meeting.

End of Scope of Services.
**Hourly Fee Estimate**

**Ehrhardt Street (Medical District) Flood Mitigation Project**  
**Construction Phase Services**

### Personnel Classification

<table>
<thead>
<tr>
<th>Personnel Organization</th>
<th>Engineer VI</th>
<th>Director II</th>
<th>Engineer IV</th>
<th>Resident Engineer IV</th>
<th>Manager III</th>
<th>Inspector III</th>
<th>Engineer IV</th>
<th>S. Webb</th>
<th>Wray</th>
<th>Civin</th>
<th>Thomsen</th>
<th>Staff</th>
<th>Montgomery</th>
</tr>
</thead>
<tbody>
<tr>
<td>Team Member</td>
<td>Horton</td>
<td>M. Webb</td>
<td>Putnam</td>
<td>Simpson</td>
<td>Staff</td>
<td>S. Webb</td>
<td>Wall</td>
<td>Civil</td>
<td>Survey</td>
<td>Survey</td>
<td>Survey</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task I: Contract Management and Administration

<table>
<thead>
<tr>
<th></th>
<th>Total Hours</th>
<th>Expenses</th>
<th>SIC Inc.</th>
<th>B</th>
<th>V</th>
<th>Gay</th>
<th>LG</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>997</td>
<td>$27,000</td>
<td>$-</td>
<td>193,300</td>
<td>$215,300</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>180</td>
<td>676</td>
<td>$5,000</td>
<td>$-</td>
<td>115,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task II: Grant Support

<table>
<thead>
<tr>
<th></th>
<th>Total Hours</th>
<th>Expenses</th>
<th>SIC Inc.</th>
<th>B</th>
<th>V</th>
<th>Gay</th>
<th>LG</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>220</td>
<td>560</td>
<td>$4,000</td>
<td>$-</td>
<td>106,000</td>
<td>109,000</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task III: RF/Submit Review and Special Inspections

<table>
<thead>
<tr>
<th></th>
<th>Total Hours</th>
<th>Expenses</th>
<th>SIC Inc.</th>
<th>B</th>
<th>V</th>
<th>Gay</th>
<th>LG</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>30</td>
<td>$6,200</td>
<td>$120,700</td>
<td>873,400</td>
<td>556,100</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task IV: Inspection and Testing

<table>
<thead>
<tr>
<th></th>
<th>Total Hours</th>
<th>Expenses</th>
<th>SIC Inc.</th>
<th>B</th>
<th>V</th>
<th>Gay</th>
<th>LG</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>180</td>
<td>$309,500</td>
<td>$50,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Task V: Additional Services Upon Request

<table>
<thead>
<tr>
<th></th>
<th>Total Hours</th>
<th>Expenses</th>
<th>SIC Inc.</th>
<th>B</th>
<th>V</th>
<th>Gay</th>
<th>LG</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>30</td>
<td>$1,452,200</td>
<td>$1,452,200</td>
<td>1,452,200</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Estimate**  
$2,482,200
December 3, 2021

Davis & Floyd, Inc
3229 W. Montague Avenue
North Charleston, SC 29418

Attention: Mr. Michael Simpson, PE

Subject: **Ehrhardt Street (Medical District) Flood Mitigation Project, CEI Services (Amendment No. 04) – Rev 2**

Dear Mr. Simpson:

Black & Veatch Corporation is pleased to submit this scope of services to Davis & Floyd to provide a Construction Engineering and Inspection (CEI) services for the Ehrhardt Street (Medical District) Flood Mitigation Project. The following attachments are provided to outline our scope, responsibilities and fee.

Attachment No. 01 – Scope of Services
Attachment No. 02 – Responsibility Matrix
Attachment No. 03 – Fee Estimate
Attachment No. 04 – Rate Schedule

Our fee to perform the scope of services described in this document is $1,389,085, see Attachment No. 03 for a fee breakdown. Included within the overall fee is $262,375 for night shift work and risk management/disputes resolution, which are not part of the base scope. These tasks shall not proceed without written authorization from the Davis & Floyd.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,
Black & Veatch

[Signature]

Stephen A. O'Connell, P.G.
Project Manager

Enclosure(s)
Attachment No. 01 – Scope of Services
Attachment No. 02 – Responsibility Matrix
Attachment No. 03 – Fee Estimate
Attachment No. 04 – Rate Schedule

cc: Mike Horton, P.E. – Davis & Floyd
    Jonathan Ladd, P.E. – Black & Veatch
DESCRIPTION OF SCOPE OF SERVICES

This Scope of Services is between Davis & Floyd, Inc. (Engineer) and Black & Veatch (Consultant). Amendment 4 involves addition of services to provide Construction Engineering and Inspection (CEI) for the Ehrhardt Street (Medical District) Flood Mitigation Project. The services include Construction Management and Inspection to support Davis & Floyd and the City of Charleston.

The services anticipated to complete the tasks are outlined in scope below. The Scope of Service outlined in Amendment 4 are based on a duration of fifteen (15) months from receipt of the authorized Notice to Proceed.

Duration of the Work:
The duration of work related to this Scope of Services is a period of 15 months from the notice to proceed. The work hours for the CEI team align with the hours and workdays as specified in the construction contract: 7:00am to 5:30pm, Monday through Friday.

Consultant shall provide the following services:

A. General Construction Phase Services

1. Interpret construction contract documents as required by the Contract Documents and when requested by Owner or Contractor. Request and response shall be in writing.
2. Make periodic visits to the construction site to observe progress of the work, and consult with the Owner and the Contractor concerning problems and progress of the work.
3. Provide documentation and aid with the administrative processing of change orders, following Owner’s check list procedure including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair time extension and/or price for the work. Said negotiation shall be subject to the approval of Owner. Work related to unusually complex or unreasonably numerous claims are covered in Supplemental Services.
4. Attend and participate preconstruction conference.
5. Attend and participate in monthly progress meetings, and other meetings with Owner, Engineer, and the Contractor when necessary, to review and discuss construction procedures and progress scheduling, engineering management procedures, and other matters concerning the project.
6. Attend and participate in weekly coordination meetings between Owner, Contractor and CEI team, when necessary, to review and discuss current construction activities.
7. Coordinate with Owner, Engineer, and Contractor as required during the work.
8. Participate in third-party coordination meetings as required by project stakeholders.

B. Engineering Field Support Services
1. Participate in tunnel tours as requested by the Owner. A total of two tours are anticipated.
2. Attend construction procedures meetings to be held prior to tunnel and shaft excavations.
3. Review daily and weekly data reports related to breakout from the Cannon Street shaft, tunnel excavation, geotechnical instrumentation, drop shaft installation, and tunnel CIP concrete lining placement.
4. Record date of receipt of shop drawings and samples. Receive samples which are furnished at the site by the Contractor.
5. During the work, verify that specified certificates, operation and maintenance manuals, and other data required to be assembled and furnished by the Contractor are applicable to the items installed; and deliver this material to Engineer for his review and forwarding to Owner prior to final acceptance of the work.
6. Receive and review drawings and other data submitted by the Contractor as required by the construction contract documents. Costs for additional reviews above and beyond requirement stated in the construction contract shall be borne by Contractor or Owner, as required by the contract documents. Consultant’s review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

C. Construction Management and Inspection

Consultant will furnish one full-time Construction Manager and one full-time Inspector during the construction work for an assumed 14-month period. The Construction Manager and Inspector will observe the Contractor’s work and perform the services listed below. The Construction Manager and Inspector shall not have responsibility for the superintendence of construction site conditions, safety, safe practices or unsafe practices or conditions, operation, equipment, or personnel other than employees of the Consultant. This service will in no way relieve the Contractor of complete supervision and inspection of the work or the Contractors obligation for complete compliance with the drawings and specifications. The Contractor shall have sole responsibility for safety and for maintaining safe practices and avoiding unsafe practices or conditions.

Specific services performed by the Construction Manager and Inspector are as follows:

1. Site Observations and Liaison with Owner and Contractor
   a. Conduct on-site observations of the general progress of the work in determining if the work is proceeding in accordance with the construction contract documents.
   b. Serve as liaison with the Contractor, working principally through the Contractor’s Project Manager and superintendent, and provide interpretation of the construction
contract documents. Transmit clarifications and interpretations of the construction contract documents to the Contractor.

c. Serve as Owner’s and Engineer’s liaison with the Contractor.

d. Assist in obtaining from Owner additional details or information when required at the jobsite for proper execution of the work.

e. Give opinions and suggestions to Owner and Engineer based on the Construction Manager’s observations regarding defects or deficiencies in the Contractors work and relating to compliance with drawings, specifications, and design concepts.

f. Advise Contractor immediately of the commencement of any work requiring a shop drawing or sample submission if the submission has not been accepted by Engineer or Consultant.

g. Monitor changes of apparent integrity of the site (such as differing subsurface and physical conditions, existing structures, and site related utilities when such utilities are exposed) during construction related activities.

h. Observe pertinent site conditions when the Contractor maintains that differing subsurface and physical conditions have been encountered, and document actual site conditions.

i. Visually inspect materials, equipment, and supplies delivered to the worksite. Notify Contractor of materials, equipment, and supplies which do not conform to the construction contract documents.

j. Coordinate onsite materials testing services during construction. Copies of testing results will be forwarded to Owner for review and information.

k. Observe field tests of equipment, structures, and piping, and review the resulting reports, as appropriate.

l. Assist in keeping photo documentation of progress of the construction as a supplement to the Contractor’s required documentation.

m. Prepare weekly and monthly construction progress reports containing a summary of the Contractor’s progress, general condition of the work, problems, and resolutions or proposed resolutions to problems.

n. Review the progress schedule, schedule of shop drawings and other submittals, and schedule of values prepared by the Contractor. The scope includes the initial review plus two revision reviews. The cost for additional submittal reviews above two revisions may be the responsibility of the Contractor.

o. Report work which is known to be defective, or which fails any required inspections, tests, or approvals, or has been damaged prior to final payment; and advise Engineer whether the work should be corrected or rejected, or should be uncovered for observation, or requires special testing, inspection, or approval.

p. Maintain a marked set of drawings and specifications at the jobsite based on data provided by the Contractor and CEI team observations.

q. Review certificates of inspections, tests, and related approvals submitted by the Contractor as required by laws, rules, regulations, ordinances, codes, orders, or the
Contract Documents (but only to verify that their content complies with the 
requirements of, and the results certified indicate compliance with, the construction 
contract documents). This service is limited to a review of items submitted by the 
Contractor and does not extend to a determination of whether the Contractor has 
complied with all legal requirements.

r. Collect operation and maintenance data provided by the Contractor.

s. Maintain the following documents.
   i. Correspondence files.
   ii. Reports of meetings and discussions among the Engineer, Consultant, Owner, 
       and Contractor.
   iii. Submittals.
   iv. Reproductions of original construction contract documents.
   v. Addenda.
   vi. Change orders.
   vii. Field orders.
   viii. Additional drawings issued subsequent to execution of the construction 
        contract documents
   ix. Progress reports.
   x. Names, addresses, and telephone numbers of all contractors, subcontractors, 
      and major suppliers of materials and equipment.
   xi. Materials testing data and reports.

t. Maintain a daily log of events, or Daily Work Report (DWR) at the jobsite, including the 
   following information. The DWR shall remain the property of Consultant; Engineer and 
   Owner will be provided copies.
   i. Days the Contractor worked on the jobsite.
   ii. Contractor and subcontractor personnel on jobsite; Owner personnel, and any 
      visitors.
   iii. Construction equipment on the jobsite.
   iv. Observed delays and causes.
   v. Weather conditions.
   vi. Data relative to claims for extras or deductions.
   vii. Daily activities.
   viii. Observations pertaining to the progress of the work.
   ix. Materials received on jobsite.

u. Coordinate with all Engineer’s staff including onsite personnel to ensure alignment of 
   field and office related activities. Field coordination shall include scheduling and 
   management of workload based on Contractor’s construction schedule.

v. Manage the Engineer’s sub-consultants, conduct, evaluate, and report on vibration 
   monitoring tests, and test analyses for materials, including concrete compression and 
   shrinkage tests, moisture-density tests, relative density tests, asphalt tests, and in-
   place density testing.
w. Project Close-Out
   i. Upon notice of Substantial Completion, inspect the construction work and prepare
      a punch-list of those items to be completed or corrected before final completion
      of the project. Submit results of the inspection to Owner and the Contractor.
   ii. Before Engineer issues a Certificate of Substantial Completion, Consultant to
      submit to the Contractor a list of items observed to require completion or
      correction.
   iii. Conduct final inspection in the company of Owner and the Contractor and prepare
      a final list of items to be completed or corrected.
   iv. Verify that all items on the final list have been completed or corrected, and make
      recommendations concerning acceptance.
   v. Provide written recommendations concerning final payment to Engineer including
      a list of items, if any, to be completed prior to making such payment. This task
      includes review of all project requirements, obtaining Consent of Surety, all lien
      waivers, develop final change order for all allowances or other changes for time
      and cost that revert to Owner, and other review of other records required prior to
      release of final payment.

D. Project Controls and Documentation

Consultant will perform project controls and documentation during the construction phase of the
project. By performing these services, Consultant shall not have authority or responsibility to
supervise, direct, or control the Contractor’s work or the Contractor’s means, methods,
techniques, sequences, or procedures of construction. Consultant shall not have authority or
responsibility for safety precautions and programs incident to the Contractors work or for any
failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders
applicable to the Contractor furnishing and performing the work. Specific services to be performed
by Consultant are as follows:

1. Receive, review, and comment on the Contractor’s initial and updated construction schedule
   and advise Engineer as to acceptability. Provide comments back to Contractor on acceptability
   of schedule and adherence to contract requirements.
2. Review the Contractor’s initial and updated schedule of estimated monthly payments and
   advise Engineer as to acceptability. Provide comments back to Contractor on acceptability of
   schedule and adherence to contract requirements.
3. Review the Contractor’s monthly payment requests and provide comments to Engineer.
   Engineers review shall be for the purpose of making a full independent mathematical check of
   the Contractor’s payment request.
E. Additional Services

CEI services associated with the Additional Services provided herein shall not proceed without written authorization from Engineer.

1. Extended Hours Inspection – CEI services associated with night work or work outside of the construction contract hours of 7:00am to 5:30pm, Monday through Friday. CEI services would include, but not necessarily be limited to, construction management, assurance and acceptance inspection, sampling, testing, and management of subconsultants.
   a. Typical work outside of construction contract hours might include tunnel excavation and tunnel concrete lining activities.

2. Risk Management & Dispute Resolution
   a. Review and analysis of the Contractor’s claims for differing subsurface and physical conditions are supplemental services.
   b. Provide risk management services, including disputes resolution on an as needed basis throughout the project. This will involve technical reviews of key project elements by Black & Veatch experts.
   c. Prepare for and attend dispute resolution meetings throughout the course of the project. Meeting minutes shall be prepared for each meeting. In addition, project updates will be prepared and given to dispute resolution participants at each meeting.
   d. It is assumed risk management services would be performed by an individual outside the local core team.

Supplemental Services Not Included in Contract

A. Any other work requested by Owner that is not included in one of the items listed in any other phase will be classified as supplemental services. Additional supplemental services shall be including, but are not limited to:

1. Additional meetings with local, State, or Federal agencies to discuss project-related issues not otherwise covered in the established permitting coordination or funding for this project; permitting requirements that become effective subsequent to the date of this agreement.

2. Supplemental engineering Work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.

3. Special consultants or independent professional associates requested or authorized by Owner.

4. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions in connection with change orders or construction incidents.

5. Provision, through a subcontract, of photographs or videotapes of the construction site topographic and infrastructure features along pipelines or access roads prior to starting during construction and following completion of construction.

6. An environmental assessment report and/or environmental impact statement as requested by Owner or required by review agencies.
7. Provision, through a subcontract, of a cultural resources or archaeological study and report on the construction site.
8. Provision, through a subcontract, of archaeological consultations regarding artifacts that may be uncovered during construction.
9. Provision, through a subcontract, of laboratory and field testing required during construction and of any special reports or studies on materials and equipment requested by Owner.
10. Preparation of a master construction schedule from individual schedules submitted by construction contractors, and coordination and resolution of conflicts with contractors’ schedules.
11. Where field conditions differ above and beyond those which could reasonably be expected from the geotechnical investigations and included in the Geotechnical Baseline Report, preparing documentation including sketches of construction work for approval by Owner, to supplement the drawings and specifications as may be required; and providing redesign if required.
12. Services for making revisions to drawings and specifications made necessary by the acceptance of substitutions proposed by the Contractor; and services after the award of each contract for evaluating and determining the acceptability of substitutions proposed by the Contractor.
13. Services resulting from significant delays, changes, or price increases caused directly or indirectly by shortages of materials, equipment, or energy.
14. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractor, (3) acceleration of the progress schedule involving service beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the work within the construction contract time.
15. Special services in connection with partial utilization of any part of the project by Owner prior to Substantial Completion which requires the CEI team to work additional hours or requires employment of additional onsite personnel.
16. Evaluation of unusually complex or unreasonably numerous claims submitted by the Contractor or others in connection with the work.
17. Review and analysis of claims for differing subsurface and physical conditions submitted by the Contractor or others in connection with the work.
18. Changes in the general scope, extent, or character of the project, including, but not limited to:
   a. Changes in size or complexity.
   b. Owner’s schedule, design, or character of construction.
   c. Method of financing.
   d. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Consultant’s control.
## CEI RESPONSIBILITY MATRIX

**Ehrhardt Street (Medical District) Flood Mitigation Project**

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Task</th>
<th>Davis &amp; Floyd</th>
<th>Black &amp; Veatch</th>
</tr>
</thead>
<tbody>
<tr>
<td>P</td>
<td>Primary Responsibility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Secondary Responsibility</td>
<td></td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Joint Responsibility</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Phase</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>General Administration of the Construction Contract</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>2</td>
<td>Conduct Pre-Construction Conference</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>3</td>
<td>Provide Construction Observation</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>4</td>
<td>Provide Periodic Specialty Inspection</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>5</td>
<td>Monitor Contractor's Construction Schedule</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>6</td>
<td>Inform Owner of Progress and Quality of Work</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>7</td>
<td>Public and Business Coordination</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>8</td>
<td>Utility Coordination</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>9</td>
<td>Environmental and Permitting Coordination</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>10</td>
<td>Traffic Control and T&amp;T/DOT Coordination</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>11</td>
<td>Survey Control and Verification</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>12</td>
<td>Differing Site Conditions</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>13</td>
<td>Identify Non-Conforming Work</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>14</td>
<td>Recommend Corrective Measures of Defective Work</td>
<td>S</td>
<td>P</td>
</tr>
<tr>
<td>15</td>
<td>Issue Field Documentation</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>16</td>
<td>Review Contractor's Submittals</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>17</td>
<td>Review Contractor's Substitutes and Deviations</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>18</td>
<td>Review Contractor's Test Procedures and Certificates</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>19</td>
<td>Review Contractor's Payment Applications &amp; Recommend Payment</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>20</td>
<td>Approve Contractor's Payment Applications</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td>21</td>
<td>Assemble &amp; Review manuals, warranties, bonds, samples &amp; certificates</td>
<td>P</td>
<td>S</td>
</tr>
<tr>
<td><strong>Closeout Phase</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Evaluate Contractor's Notice of Substantial Completion</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>23</td>
<td>Conduct Punchlist Inspection</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>24</td>
<td>Conduct Final Inspection</td>
<td>J</td>
<td>J</td>
</tr>
<tr>
<td>Task Description</td>
<td>Lead</td>
<td>O’Connell</td>
<td>Anderson</td>
</tr>
<tr>
<td>----------------------------------------</td>
<td>------</td>
<td>-----------</td>
<td>----------</td>
</tr>
<tr>
<td>Geotechnical/Geophysical Investigation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>110</td>
<td>450</td>
<td></td>
</tr>
<tr>
<td>Project Controls - Geotechnical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>110</td>
<td>450</td>
<td></td>
</tr>
<tr>
<td>Engineering/Civil/Structural Design</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>205</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Controls - Geotechnical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>205</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environmental Management &amp; Mitigation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>2100</td>
<td>2550</td>
<td>280</td>
</tr>
<tr>
<td>Project Controls - Geotechnical</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>2100</td>
<td>2550</td>
<td>280</td>
</tr>
<tr>
<td>Project Controls - Environmental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Controls - Environmental</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>45</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Legal &amp; Administrative</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>10</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Night Shift Inspector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Risk Management &amp; Dispute Resolution</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>10</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Project Controls - Legal &amp; Admin</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>10</td>
<td>60</td>
<td>60</td>
</tr>
<tr>
<td>Remuneration &amp; Fees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subtotal</td>
<td>120</td>
<td>750</td>
<td>60</td>
</tr>
<tr>
<td>Total Project Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

December 3, 2021
Rev 2
### Black & Veatch - Standard 2020 Personnel Rate Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate:$/hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Project Director</td>
<td>$275</td>
</tr>
<tr>
<td>Risk Manager/Technical Advisor</td>
<td>$275</td>
</tr>
<tr>
<td>Project Director</td>
<td>$225</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$210</td>
</tr>
<tr>
<td>Construction Manager</td>
<td>$200</td>
</tr>
<tr>
<td>Senior Engineer</td>
<td>$200</td>
</tr>
<tr>
<td>Engineering Manager</td>
<td>$185</td>
</tr>
<tr>
<td>Night Shift Inspector</td>
<td>$185</td>
</tr>
<tr>
<td>Geotechnical/Civil Engineer</td>
<td>$165</td>
</tr>
<tr>
<td>Project Controller</td>
<td>$160</td>
</tr>
<tr>
<td>Project Controller</td>
<td>$160</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>$155</td>
</tr>
<tr>
<td>Inspector</td>
<td>$145</td>
</tr>
<tr>
<td>Technician</td>
<td>$120</td>
</tr>
<tr>
<td>Accountant</td>
<td>$120</td>
</tr>
<tr>
<td>Administrative Assistant</td>
<td>$100</td>
</tr>
</tbody>
</table>

The standard hourly rates will be adjusted annually, as of January 1 to reflect equitable changes in the compensation payable to the consultant and shall not exceed a 3% adjustment on any given year.

### Reimbursable Expenses Schedule

<table>
<thead>
<tr>
<th>Category</th>
<th>Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>Mile</td>
<td>Current federal rate</td>
</tr>
<tr>
<td>Direct Expenses</td>
<td></td>
<td>Actual cost</td>
</tr>
</tbody>
</table>

December 3, 2021
Rev 2
November 13, 2020

Davis & Floyd, Inc.
3229 W. Montague Avenue
North Charleston, SC 29418

Attention: Mr. William Dotterer
E: wdottere@davisfloyd.com

Reference: Proposal for Testing and Inspection Services
Ehrhardt Street Drainage Improvements CE&I
Charleston, SC

SCI Proposal No. 12-20-418

Dear Mr. Dotterer,

Soil Consultants, Inc. (SCI) is pleased to provide this unit rate proposal to provide construction materials testing and special inspection services for the Ehrhardt Street Drainage Improvements project located in Charleston, SC. We prepared our proposal using information that you provided in your November 11, 2020 phone conversation with Mr. Taylor Johnson.

Soil Consultants, Inc. is certified by SCDOT as a DBE and SBE firm, by Charleston County as SBE, and by the City of Charleston as WBE. Services provided by SCI may be applicable to your project’s DBE/SBE participation levels.

Fees
Fees to provide requested services are presented in Table 1. Invoices will be issued based on services rendered, subject to the noted conditions.

<table>
<thead>
<tr>
<th>Earthwork Monitoring and Testing</th>
<th>Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modified Proctor (ASTM D1557, Method A)</td>
<td>each</td>
<td>$165.00</td>
</tr>
<tr>
<td>Soil Classification (ASTM D4318, D1140 &amp; D422 wc hydrometer)</td>
<td>each</td>
<td>$215.00</td>
</tr>
<tr>
<td>Standard Proctor (ASTM D 698, Method A)</td>
<td>each</td>
<td>$155.00</td>
</tr>
<tr>
<td>Senior Technician – regular time (proofrolling/asphalt)</td>
<td>hour</td>
<td>$78.50</td>
</tr>
<tr>
<td>Technician - regular time</td>
<td>hour</td>
<td>$58.50</td>
</tr>
<tr>
<td>Trip Charge</td>
<td>each</td>
<td>$25.00</td>
</tr>
<tr>
<td>Nuclear Gauge</td>
<td>day</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Concrete Inspections and Testing</th>
<th>Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Special Inspector - regular time (reinforcing inspections)</td>
<td>hour</td>
<td>$93.00</td>
</tr>
</tbody>
</table>

SCDOT DBE and SBE   Charleston County SBE   City of Charleston WBE
<table>
<thead>
<tr>
<th>Table 1 - Unit Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technician - regular time</td>
</tr>
<tr>
<td>Trip Charge</td>
</tr>
<tr>
<td>Compressive Strength - cylinder (6&quot; x 12&quot;)</td>
</tr>
<tr>
<td>Compressive Strength - cylinder (4&quot; x 8&quot;)</td>
</tr>
<tr>
<td>Cylinder Pickup/Stripping/Marking - regular time</td>
</tr>
<tr>
<td>Trip Charge - Cylinder Pickup</td>
</tr>
</tbody>
</table>

*Fees are based on premise that sets contain no fewer than 3 specimens.

*Fees are based on using a neoprene cap on one end and a sulfur-based cap on the other to evaluate compressive strength.

*Fees are applicable if testing is performed during regular business hours as defined by SCI. Additional fees will apply if testing is required outside of SCI regular business hours.

*If a specimen is held as a spare, fees will apply whether the specimen is tested or not.

<table>
<thead>
<tr>
<th>Masonry Inspections and Testing</th>
<th>Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Masonry Special Inspector - regular time (reinforcing inspections)</td>
<td>hour</td>
<td>$ 93.00</td>
</tr>
<tr>
<td>Technician - regular time</td>
<td>hour</td>
<td>$ 58.50</td>
</tr>
<tr>
<td>Compressive Strength - grout prism</td>
<td>each</td>
<td>$ 35.00</td>
</tr>
<tr>
<td>Compressive Strength - mortar cube (2&quot;x2&quot;x2&quot;)</td>
<td>each</td>
<td>$ 30.00</td>
</tr>
<tr>
<td>Grout Pickup/Stripping/Marking - regular time</td>
<td>hour</td>
<td>$ 58.50</td>
</tr>
<tr>
<td>Trip Charge</td>
<td>each</td>
<td>$ 25.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Structural Steel/Welding Inspections</th>
<th>Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel Special Inspector - regular time</td>
<td>hour</td>
<td>$ 105.00</td>
</tr>
<tr>
<td>Trip Charge</td>
<td>each</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>Consumables</td>
<td>See Note Below</td>
<td></td>
</tr>
</tbody>
</table>

*Consumables may be required if penetrant, magnetic particle or ultrasonic testing required; fees will be charged based on type and quantity used.

<table>
<thead>
<tr>
<th>PDA Testing</th>
<th>Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>PDA Testing</td>
<td>day</td>
<td>$ 1,875.00</td>
</tr>
<tr>
<td>Trip Charge</td>
<td>each</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>CAPWAP Analyses</td>
<td>each</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>PDA Report</td>
<td>hour</td>
<td>$ 140.00</td>
</tr>
</tbody>
</table>

*You will provide safe access to test piles as required for test gauge attachment and removal. Providing may require a man lift or crane-hoisted man basket. Climbing pile hammer leads is not considered safe access.

*PDA gauges can be fastened to the piles before lifting piles; however, SCI does not recommend this method and by using this method for attaching gauges before lifting, you accept all risks for any damage to SCI test equipment.

*Assistance from the contractor may be required to keep test gauges, cables, and other equipment out of water. PDA testing requires that pile tops remain above grade or above water a minimum distance of 3 feet to permit gauge attachment.

*You assume all responsibility for any damage to test equipment occurring during this project.

<table>
<thead>
<tr>
<th>Project Management</th>
<th>Unit</th>
<th>Unit Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Engineer - regular time</td>
<td>hour</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>Project Manager - regular time</td>
<td>hour</td>
<td>$ 105.00</td>
</tr>
<tr>
<td>Trip Charge</td>
<td>each</td>
<td>$ 25.00</td>
</tr>
</tbody>
</table>
Noted conditions for our service include:

1. Services are scheduled by calling the Materials Testing department at 843.723.4539. We request 24-hour notice for most services, with 72-hr notice for pile testing services.
2. Fees for field work are computed from time of departure to time of return to the laboratory, subject to the minimum charges outlined herein.
3. Trip charges are levied for each trip required to complete the requested service.
4. Trip charges do not include gate charges, parking fees, or other fees that may be required to access the site. These incidental fees will be invoiced as incurred.
5. All field inspections require a 3-hour minimum charge during SCI regular business hours and require a minimum 4-hour charge outside of SCI regular business hours.
6. Pickup and/or delivery require a 2-hour minimum charge during SCI regular business hours and require a 4-hour minimum charge outside of SCI regular business hours.
7. Regular time is defined as within SCI regular business hours: between 7 am and 4:00 pm Monday through Friday, excluding holidays.
8. Overtime is defined as all time before and after regular business hours Monday through Friday, time in excess of 8 hours per day, all time on weekends, and all time on holidays.
9. Overtime rates of 1.5 times the appropriate personnel rate will be applicable and invoiced for all services provided outside of SCI regular business working hours and for all services provided on weekends. Overtime rates of 2.0 times the appropriate personnel rate will be applicable and invoiced for all field and laboratory services provided on holidays.
10. For in-house laboratory services requested after SCI regular business hours, on weekends, or on holidays, personnel overtime rates will apply in addition to the laboratory service unit rate. A minimum charge of 2-hours personnel overtime rate will apply with actual personnel time invoiced if greater than 2 hours.
11. Standby time or lost time, resulting through no fault of SCI, will be invoiced at the appropriate unit rates.
12. Mileage rates or trip charges may be subject to additional fuel surcharge.
13. Estimated pricing does not include costs for re-tests due to failure.
14. Payment terms are net 30 days – 1.5% finance charge per month on all outstanding accounts over 30 days.
15. Payments made with credit cards (Visa and MasterCard) are subject to a 3% convenience fee.
16. Quoted fees include standard report distribution defined as one electronic copy to parties designated by the Client when the work is authorized. Report issuance is via the Soil Consultants, Inc. report system. Quoted fees do not include uploading reports to project specific software, access to project specific software, training for project specific software, or acquisition of project specific software. Additional fees will be levied if required.
17. Fees and conditions offered in this proposal will remain in force and effect for 60 days from the proposal date. If the proposal has not been accepted by execution and returned within the 60-day period, Soil Consultants, Inc. reserves the right to revise any service scope, fee, and/or condition to the proposal.
Mr. William Dotterer  
Davis & Floyd, Inc.  
November 13, 2020

18. After contract acceptance, quoted unit rates are valid until December 31, 2022. Soil Consultants, Inc. reserves the right to levy unit rate increases for services provided in subsequent calendar years.

Authorization  
To authorize our services with the outlined scope, fees, and noted conditions, execute the attached Agreement for Testing and Inspection Services with the accompanying Terms and Conditions and return them to us via email. The Agreement for Testing and Inspection Services requires signature, date, and printed name. The Terms and Conditions require initials and date. Return of the Agreement page constitutes acceptance of our proposal, Agreement and Terms and Conditions.

If you have exceptions to our proposal, Agreement, or Terms and Conditions, please note your exceptions and return the full document. Once the exceptions have been resolved by agreement in writing, Soil Consultants, Inc. will consider the contract to be executed.

We appreciate the opportunity to present this proposal. If we may be of further assistance, please call.

Sincerely,  
Soil Consultants, Inc.

[Signature]

Taylor O. Johnson  
Project Manager

M. Brian Johnson  
President

Attachments  
Agreement for Testing and Inspection Services
AGREEMENT FOR TESTING AND INSPECTION SERVICES

THIS AGREEMENT is by and between:

Davis & Floyd, Inc.
3229 W. Montague Avenue
North Charleston, SC 29418

hereinafter called "CLIENT" and SOIL CONSULTANTS, INC., P.O. Drawer 698, Charleston, SC 29402, hereinafter called "CONSULTANT", who agree as follows:

DECLARATIONS. CLIENT desires to engage CONSULTANT to provide testing and inspection services in connection with CLIENT's project ("THE PROJECT") described as follows:

Ehrhardt Street Drainage Improvements CE&I
Charleston, SC

CONSULTANT has submitted a scope of service, associated fees and noted conditions to CLIENT via SCI Proposal 12-20-418, dated November 13, 2020 ("PROPOSAL"). The scope of service and associated fees with noted conditions outlined in the PROPOSAL incorporated into this Agreement by reference are acceptable to CLIENT.

SCOPE OF WORK. CONSULTANT shall provide services for THE PROJECT in accordance with the scope, fees and noted conditions as outlined in PROPOSAL and the attached Terms and Conditions to the Agreement for Testing and Inspection Services, which are made a part of this Agreement.

EXECUTED THIS _______ DAY OF ____________, 2020

BY ___________________________ ___________________________
For CLIENT PRINT NAME

BY ___________________________
For SOIL CONSULTANTS, INC.

M. Brian Johnson
PRINT NAME

Initial and date the Terms and Conditions page as part of contract execution. Return of this page only constitutes acceptance of the proposal, Agreement, and Terms and Conditions. If exceptions are noted on the attached Terms and Conditions, the contract will not be binding until such exceptions are resolved by agreement in writing.
AGREEMENT FOR TESTING AND INSPECTION SERVICES

(Effective October 27, 2020)

1.0 CONSULTANT’S RESPONSIBILITIES

1.1 As the CLIENT in this professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession practicing in the same or similar locality of the PROJECT site.

1.2 Provide only those services that, in the opinion of CONSULTANT, lie within the technical and professional areas of expertise of CONSULTANT and which CONSULTANT is actually equipped and qualified to perform.

1.3 Perform services with personnel having sufficient credentials and/or experience to provide the requested service and provide services in accordance with the methods outlined in the proposal, or as specified in a contract, or as specified in The Project Specifications or other contract, or as specified in A.I.C.E. R.D. and/or as specified in the site plan.

1.4 Submit formal reports within a reasonable time consistent with the scope of work performed with reports indicating, where applicable, compliance with The Project Specifications or other contract.

1.5 Provide all reports in a timely manner.

2.0 PROJECT SITE

2.1 Provide CONSULTANT with all plans, specifications, addenda, change orders, approved shop drawings, or other information required for the requested service.

2.2 Issue authorization to write, drawing CONSULTANT access to the PROJECT site, and to all shops or yards where materials are prepared or stored consistent with the scope of service.

2.3 Deviate in writing a person or firm to act as CONSULTANT’s representative with respect to the PROJECT site.

2.4 Ensure that all services are performed in accordance with the terms of the contract with CONSULTANT.

2.5 Advise CONSULTANT sufficiently in advance of required services to allow CONSULTANT to schedule personnel or to cancel the requested services.

2.6 Furnish casual labor and all facilities needed by CONSULTANT to obtain and handle samples at the PROJECT site and to facilitate the specified service.

2.7 Provide and maintain adequate use of CONSULTANT, adequate space at THE PROJECT site for storage safe and proper curing of test specimens, which must remain on THE PROJECT site before testing.

3.0 GENERAL CONDITIONS

3.1 CONSULTANT, by the performance of services covered hereunder, does not in any way acquire, own, or acquire any duties or obligations of any nature whatever with regard to THE PROJECT customarily vested in THE PROJECT architect, design engineers, or other design agencies or agents.

3.2 CONSULTANT shall not be responsible for acts of omissions of any party or parties involved in the design of THE PROJECT or the failure of any contractor or subcontractor to conduct any aspect of THE PROJECT in accordance with the general specifications or specifications, or any contract documents and shall not be responsible for or accept any portion of the work, unless specifically authorized in writing by CONSULTANT.

3.3 CONSULTANT shall not be responsible for acts of omissions of any party or parties involved in the design of THE PROJECT or the failure of any contractor or subcontractor to conduct any aspect of THE PROJECT in accordance with the general specifications or specifications, or any contract documents and shall not be responsible for or accept any portion of the work, unless specifically authorized in writing by CONSULTANT.

3.4 The person herein acting on behalf of CONSULTANT, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

3.5 The person herein acting on behalf of CONSULTANT, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this Agreement.

3.6 Certify, Certification: A statement of the CONSULTANT’s opinion, based on his or her observation and qualifications, to the best of the CONSULTANT’s professional knowledge, experience, and information. A statement of opinion does not constitute a warranty or guarantee, either express or implied. It is understood that the CONSULTANT’s opinion shall not relieve the CLIENT of the CLIENT’s contractors of any responsibility or obligation they may have by industry custom or under any contract.

3.7 This Agreement may be terminated by either party on ten (10) days written notice or by mutual agreement, without court jurisdiction. This Agreement is for the specific project and cannot be modified or extended, regardless of reason or necessity for termination. CONSULTANT shall be paid in full for all services performed through the termination date, and the CLIENT shall be provided with a complete report of the results of analysis and analysis conducted before termination.

3.8 CONSULTANT will not delegate, assign, sublet or transfer his duties or interest in the Agreement without the written consent of the CLIENT. CONSULTANT will notify the CLIENT of any such transfer within 10 days if CLIENT transfers his duties or interest in the Agreement to other entities.

3.9 Should CONSULTANT provide observations, monitoring or testing services for THE PROJECT during construction, CLIENT agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for all working conditions, including safety of all persons and proper performance during the work, and for compliance with the OSHA statutes. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor’s procedures conducted by CONSULTANT does not include review of the adequacy of the contractor’s safety measures.

3.10 Scope, fees, and conditions offered in this PROPOSAL will remain in force and effect for a period of sixty days from the proposal date. If this Agreement is executed but work is delayed, through no fault of CONSULTANT, beyond the date when fees are considered valid in the proposal, CONSULTANT reserves the right to invoice fees for services rendered.

3.11 It is understood that the CONSULTANTS services in connection with THE PROJECT shall not subject the CONSULTANT’s individual employees, officers or directors to any personal legal exposure to claims or risks associated with this PROJECT. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENTS sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CLIENT, or to a Subcontractor, and not against any of the CONSULTANTS individual employees, officers or directors.

4.0 INSURANCE

4.1 CONSULTANT shall secure and maintain throughout the full period of this Agreement sufficient insurance to protect it adequately from claims under applicable Workmen’s Compensation Acts and Workers’ Compensation Acts.

4.2 CONSULTANTS contractors shall not be required to comply with the小小s employee, financial, professional, or other requirements for funding insurance under the terms of THE PROJECT. CLIENT agrees, therefore, to include, or to be included in THE PROJECT’s construction contract, such requirements for insurance coverage and performance bonds to be secured and maintained by THE PROJECT contractor as CLIENT deems adequate to indemnify CONSULTANT, and other concerned parties, against claims for damages and to insure compliance with work performance and materials with PROJECT requirements.

4.3 Limitation of Liability – In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated, and the CLIENT agrees to the full extent permitted by law, to limit the total aggregate liability of the CONSULTANT to the CLIENT, its agents, subcontractors to the CLIENT, third parties, and all construction contractors and subcontractors, from claims of loss, damage, or injury to persons or property arising out of, or in connection with, THE PROJECT.

4.4 Payment

4.5 CLIENT will pay CONSULTANT for services and expenses as presented on invoices. CONSULTANT’s invoices shall be presented to the CLIENT and paid not more than thirty (30) days after the date of the invoice. Invoices for work performed shall be subject to a ten percent (10%) discount for prompt payment. If payment is not made within thirty (30) days after the date of the invoice, the unpaid balance shall bear interest at the rate of 1% per month, but not in excess of the maximum rate permitted by law.

4.6 Payment and CHOICE OF LAW

4.7 All disputes shall be resolved in accordance with the laws of the State of South Carolina and the parties to this Agreement are not entitled to any form of mediation, arbitration, or litigation that shall be in Charleston City, South Carolina.

7.0 EXTENT OF AGREEMENT

7.1 The extent of the Agreement, including these terms and conditions, represents the entire agreement between CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity of other provisions of this Agreement, which shall remain in full force and effect. Any invalid, illegal or unenforceable term or provision of this Agreement that is determined to be invalid, illegal or unenforceable is void and is severed from the remainder of this Agreement, which remains in full force and effect. Any invalid, illegal or unenforceable term or provision of this Agreement, which shall remain in full force and effect. Any invalid, illegal or unenforceable term or provision of this Agreement, which shall remain in full force and effect. Any invalid, illegal or unenforceable term or provision of this Agreement, which shall remain in full force and effect.

The document is a legal agreement for testing and inspection services. It outlines the responsibilities of the consultant, the client, and the terms of the agreement, including insurance, liability, and payment conditions. The agreement also includes sections on confidentiality, indemnification, and the extent of the agreement. The document is structured in a formal, legal style with clear definitions and provisions to ensure clarity and enforceability of the agreement.
TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Chito Walker
DEPT. Police Department
SUBJECT: LOW COUNTRY YOUTH SERVICES COMMUNITY PODS AGREEMENT
REQUEST: Approval of contract renewal between the City of Charleston and Low Country Youth Services for a youth mentorship program to help CPD build relationships with youth and community to prevent crime and promote public safety.

COMMITTEE OF COUNCIL: Public Safety
DATE: February 8, 2022

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

- Corporate Counsel: Yes
- Cap. Proj. Cmte. Chair: N/A
- Police Department: Yes

FUNDING: Was funding previously approved? Yes
If yes, provide the following:
- Dept./Div.: 200000
- Account #: 52206
- Balance in Account: $18,069

Does this document need to be recorded at the RMC's Office? Yes

NEED: Identify any critical time constraint(s).

CFO's Signature:

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
STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AGREEMENT BETWEEN THE CITY OF CHARLESTON
AND LOWCOUNTRY YOUTH SERVICES

THIS AGREEMENT is entered into this ___ day of ____________, 2022
between the City of Charleston, a municipal corporation organized under the laws of the State of
South Carolina (hereinafter referred to as "the City"), and Lowcountry Youth Services
(hereinafter referred to as the "Contractor").

WHEREAS, Provider is an organization charged with introducing youth to positive mentors and
building relationships to model positive behaviors/attitudes within the community and with law
enforcement; and,

WHEREAS, the City through the Charleston Police Department (CPD) provides law enforcement
services to the citizens of Charleston; and,

WHEREAS, the Parties have a common goal of bridging the gap between the community and law
enforcement, youth mentorship, preventing crime, and promoting public safety for our citizens and
visitors to our City; and,

WHEREAS, the Parties believe that entering within this agreement will help build relationships
with the youth and community in an effort to prevent crime and promote public safety for our
citizens and visitors to our City.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and
conditions stated herein, the parties agree as follows:

§1. SCOPE OF SERVICES

The parties agree that the Contractor shall furnish any required goods and/or services in
accordance with the Lowcountry Youth Services Community Pods Proposal attached and
incorporated herein as Exhibit A.

1. The Contractor shall safely, diligently and in a professional and timely manner
perform, with its own equipment and assets, and provide goods and/or services
as set forth in Exhibit A. Unless modified in writing by the parties
hereto, the duties of the Contractor shall not be construed to exceed the provision of
the goods and/or services pertaining to this Agreement.
2. The Contractor hereby warrants and represents to the City that it possesses all necessary licenses to perform the work as set forth in this Agreement and is competent and able to provide professional and high quality services to the City in accordance with this agreement.

3. The Contractor shall bill only for work as outlined in Exhibit A. No additional work shall be performed unless agreed upon in writing. If the City requests any additional work from the Contractor, the parties shall negotiate any possible additional costs related thereto prior to Contractor's performance of such requested additional work.

4. Provider and the City will review progress made towards Outputs and Measurements of Success as outlined in Exhibit A on a quarterly basis.

§2. CONTRACT TERM

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

§3. COMPENSATION AND PAYMENT TERMS

The total amount of compensation shall not exceed that which is outlined in Exhibit A provided that the total amount of compensation may be less than the total budget dependent on the number of youth participating in the program.

Provider shall invoice City on a quarterly basis. City shall pay invoices within 30 days after receipt.

Contractor must submit an original invoice for each payment request to the City of Charleston Police Department in care of Cassandra Payton, 180 Lockwood Blvd., Charleston, SC 29401. Faxed and/or copied invoices from the Contractor to the City shall not be accepted. Rates shall not increase during the term of this Agreement or any agreement extensions. If the Contractor requests a price increase, it shall be in accordance with the US Department of Labor/Bureau of Labor Statistics/Consumer Price Indexes, and shall only be requested ninety (90) days prior to the anniversary date of the Agreement. The City shall have the sole discretion to honor or reject the Contractor's request for a price increase.

§4. WARRANTIES AND REPRESENTATIONS

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

B. All equipment, materials, and supplies incorporated in the work covered by this Agreement and provided by the Contractor are to be of the highest quality for their intended purpose. When requested, the Contractor shall furnish to the City for approval the name of the manufacturer, the model number, and other identifying data and information regarding the performance, capacity, nature and rating of the machinery, mechanical, and other equipment which the Contractor is required to incorporate into the project. Machinery, equipment, material and supplies used without the required prior approval of the City shall be at the risk of
subsequent rejection by the City at no cost to the City.

C. The Contractor warrants and represents that its staff is knowledgeable about, and experienced in providing the materials specified in the work required in accordance with this Agreement and warrants that it will use its best skill and attention to provide the above described work and materials in a professional and timely manner.

§5. SUBCONTRACTORS

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

B. The Contractor shall not substitute any Subcontractor without the prior written consent of the City.

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

D. If at any time the City determines that any Subcontractor is incompetent or undesirable, he shall notify the Contractor accordingly, and the Contractor shall take immediate steps for the termination/cancellation of the Subcontractor from any further work on the project. In addition, the Contractor shall take the necessary steps to replace such terminated Subcontractor from work on the project with a Subcontractor who is acceptable to the City.

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

§6. INDEMNIFICATION

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

The Contractor expressly agrees to the extent that there is a causal relationship between its negligent, reckless or intentionally wrongful action or inaction, or the negligent, reckless or intentionally wrongful action or inaction of any of its employees or Subcontractors or any person, firm, or corporation directly or indirectly employed by the Contractor, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the City and its employees or by any member of the public, to indemnify and save the City and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of the performance or default of this Agreement. Such costs shall include defense, settlement, court costs and reasonable attorneys' fees incurred by the City and its employees. This promise by the Contractor to
indemnify the City shall include bodily injuries or death occurring to the City's officers, officials, employees and any person directly or indirectly employed by the City, the City's employees, the employees of any other independent contractors including Subcontractors, or to any member of the public. When the City submits notice, Contractor shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

§7. INSURANCE REQUIREMENTS Contractor shall maintain general liability insurance coverage in the amount of $600,000.

§8. GRATUITIES AND KICKBACKS

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

Kickbacks. It shall be unethical and a violation of this Agreement by the Contractor for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the Contractor or to hire any Subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

§9. TERMINATION

For Convenience: The City reserves the right to terminate this Agreement when it is in the best interests of the City, including but not limited to the non-appropriation of funds. If the Agreement is so terminated, the City shall provide the Contractor with sixty (60) days written notice. No costs shall be allowed for a termination of convenience. No damages shall be allowed for a termination of convenience.

For Default: If the Contractor fails to comply with the terms of the Agreement, (specifically the quality of the product and the just in time delivery requirements), the City shall notify the Contractor in writing with the specifics regarding such noncompliance. The City then reserves the right to terminate this Agreement by written notice to the Contractor within sixty (60) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.

§10. ASSIGNMENT

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

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

City of Charleston:

City of Charleston
John J. Tecklenburg
Mayor
PO Box 304
Charleston, SC 29402

With copies to:

City of Charleston
Legal Department
50 Broad Street
Charleston, SC 29401

City of Charleston Police Department
180 Lockwood Blvd.
Charleston, SC 29401

Lowcountry Youth Services:

Rezsaun V. Lewis
Executive Director
P.O. Box 62216
North Charleston, SC 29419

§12. MODIFICATIONS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in this Agreement. The City shall not be bound by any change in this Agreement unless approved in writing by the City.

§13. ENTIRE AGREEMENT

This document and its Exhibits constitute the entire Agreement between the parties and all previous negotiations leading thereto. This Agreement shall be modified only by a written agreement signed by the City and the Contractor.

§14. GOVERNING LAWS

The laws of the State of South Carolina shall govern this Agreement. All litigation arising under this Agreement shall be litigated in the Circuit Court in the Ninth Judicial Circuit of Charleston County, South Carolina, in the Court of Common Pleas.
§15. LICENSE AND PERMITS

The Contractor shall, without additional expense to the City, be responsible for obtaining all necessary licenses and permits required by the State of South Carolina, or the City of Charleston or any other authority having jurisdiction as necessary to fully perform its obligations pursuant to this Agreement. The Contractor shall provide a copy of its valid City of Charleston Business License to the City upon the execution of this Agreement.

§16. PUBLICITY RELEASES

The Contractor agrees not to refer to the award of this Agreement in any commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by the City. The Contractor shall not have the right to include the City's name in its published list of customers without prior approval of the City. With regard to news releases, the Contractor shall only be permitted to use the name of the City and the type and duration of this Agreement in any news releases provided the Contractor shall first have obtained the prior written approval of the City. The Contractor also agrees not to publish, or cite in any form, any comments or quotes from the City's employees unless it is a direct quote from the Public Information Officer of the City.

§17. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and shall not be deemed an employee of the City of Charleston for any purpose whatsoever. The Contractor acknowledges that it is the Contractor's duty to verify identity and eligibility of its employees and all subcontractors in accordance with IRCA as amended. The Contractor further agrees to indemnify the City if the Contractor fails to comply with IRCA as amended.

§ 18. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid and unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

§19. WAIVER OF CONTRACTUAL RIGHTS

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

§20. COMPLIANCE WITH LEGAL REQUIREMENTS

All applicable Federal, State and local laws, ordinances, and rules and regulations of any authorities shall be binding upon the Contractor during the term of this Agreement. The Contractor shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the City harmless and indemnify same in the event of non-compliance as set forth in this Agreement.
§21. BACKGROUND CHECK

The City reserves the right to conduct criminal background checks on individuals assigned to this project, including the Contractor, its employees, agents or Subcontractors.

§22. SC STATE AND LOCAL TAX

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

If applicable, two percent (2%) income tax withholding shall be withheld from each and every payment pursuant to Section 12-9-310 of the South Carolina Code of Laws (1976, as amended) for certain out-of-state contractors, and such sums will be paid over to the South Carolina Department of Revenue and Taxation (the "SCDRT"). When and if the City receives an executed SCDRT form 1-312, Nonresident Taxpayer Registration Affidavit - Income Tax Withholding, such withholding shall cease.

Contractor shall calculate that portion of this Agreement that is subject to the nine percent (9.0%) South Carolina sales and/or use tax, which amount shall be itemized and shown on all invoices, and shall be paid to the SCDRT by the Contractor. If the Contractor is a non-South Carolina company, the City shall withhold said amount from all invoices and remit payment to the SCDRT, unless the Contractor furnishes the City with a valid South Carolina Use Tax Registration Certificate Number. The total of all sales tax to become due and payable in connection with this Agreement is listed herein.

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

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Agreement at Charleston, South Carolina.

WITNESSES FOR THE CITY:

John J. Tecklenburg, Mayor

Chito Walker, Deputy Chief of Police

Date

[Signature]

[Signature]

Date

WITNESS FOR CONTRACTOR:

Rezaun V. Lewis, Executive Director

[Signature]
Lowcountry Youth Services

Community Pods Proposal (Adjusted)

This proposal is the intellectual property of Lowcountry Youth Services and cannot be used in whole or in part by any other entity without the expressed written approval of ReZsaun Lewis or Lowcountry Youth Services.

Partners:

- Lowcountry Youth Services
- City of Charleston PD
- Lowcountry Black Parents Association
- SC Mentors Technical Assistance
- R3 Mentoring
- 100 Black Men of Charleston

Inputs:

- LYS Staff
- Volunteers
- Police Officers
- Meeting Location
- Curriculum
- Youth from Individual Communities (30)

Outputs:

- Kids are connected to positive atmosphere (mentors, peers, community)
- Improved relationship between kids, community & Police
- Kids are more aware of positive ways to impact community.

Measurements of Success

- Youth are attending consistently
- Reduction in negative police interaction with attendees of pods
- Increased positive feelings from members about their potential for future success

...
Activities:

2 Monthly Interactions

- 1 – Pod Meeting
  - Designed for facilitating training and conversations centered on subjects specific to the youth and focused in three key areas (topics are a few of many we could use)
    - Building Positive Relationships
      - Anti-Bullying
      - Identifying positive relationships
      - Coping with traumatic situations
    - The Me I Want to Be
      - Self-Love/Appreciation
      - Overcoming Obstacles
      - Drug Awareness/Use Prevention
      - Making Wise Choices
    - College and Career Readiness
      - Study Skills
      - Identifying and pursuing your dream career
      - Communicating with teachers and school personnel
  - 1 – Service Opportunity or Fun Outing (We will have a schedule which alternates between the two activities)
    - Service Opportunities
      - These are opportunities to get the attendees together to complete a volunteer activity in their community. These opportunities will allow them to see themselves as members of the community and change the way the community sees them.
        - Types of activities
          - Neighborhood clean ups
          - Helping an elderly neighbor with landscaping or housing needs
          - Re-stocking a food pantry
          - Clothing drives
    - Fun Outings (carrot on the stick)
      - These are activities that allow young people to just let their hair hang out and have some fun.
        - Types of activities
          - Sports Days
          - Attending games/concerts/theater plays
          - Cookouts
          - Game Trucks
          - Board Game Days
          - Offsite trips
            - * * *
Total Budget Considerations $24,092

<table>
<thead>
<tr>
<th>Item</th>
<th>Calculation</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Staff</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>· Executive Director</td>
<td>Hourly Salary x # of hours</td>
<td>$12,392</td>
</tr>
<tr>
<td>· Program Director</td>
<td>(Each interaction requires 6 hours of staff hours)</td>
<td></td>
</tr>
<tr>
<td>· Meeting Facilitator</td>
<td>24 Interactions yearly = 144 hours/staff member</td>
<td></td>
</tr>
<tr>
<td><strong>Materials</strong></td>
<td>$150/attendee</td>
<td>$4500</td>
</tr>
<tr>
<td></td>
<td>(Expected Capacity = 30 members/pod)</td>
<td></td>
</tr>
<tr>
<td><strong>Food/Snacks</strong></td>
<td>$5/member/interaction</td>
<td>$3600</td>
</tr>
<tr>
<td></td>
<td>24 Interactions yearly</td>
<td></td>
</tr>
<tr>
<td></td>
<td>30 members/pod</td>
<td></td>
</tr>
<tr>
<td><strong>Fun Outings/Experiences</strong></td>
<td>$20/member/outing</td>
<td>$3600</td>
</tr>
<tr>
<td></td>
<td>6 Outings yearly</td>
<td></td>
</tr>
<tr>
<td><strong>Total Cost</strong></td>
<td></td>
<td>$24,092/pod</td>
</tr>
<tr>
<td><strong>Costs Covered by LENS</strong></td>
<td>1st Quarter</td>
<td>$6,023</td>
</tr>
<tr>
<td><strong>Remaining Costs</strong></td>
<td>Remaining 3 quarters of service</td>
<td>$18,069</td>
</tr>
</tbody>
</table>
COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Deputy Chief Chito Walker DEPT. Police Department
SUBJECT: AGREEMENT BETWEEN CPD AND U.S. DEPARTMENT OF VETERANS AFFAIRS
REQUEST: Approve MOU between CPD and U.S. Department of Veterans Affairs, Ralph H. Johnson VA Health Care System Police Services for Purposes of coordinating law enforcement response to incidents and situations occurring at the Ralph H. Johnson VA Health Care System.

COMMITTEE OF COUNCIL: Public Safety DATE: February 8, 2022

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

<table>
<thead>
<tr>
<th>Police Department</th>
<th>Yes</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporation Counsel</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Signature of Individual Contacted: 
Attachment: 

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

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

NEED: Identify any critical time constraint(s).

CFO's Signature: 
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.
MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, RALPH H. JOHNSON
VA HEALTH CARE SYSTEM
AND
CITY OF CHARLESTON POLICE DEPARTMENT

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Ralph H. Johnson VA Health Care System (RHJ VAHCS) and the City of Charleston Police Department, hereinafter referred to as "parties."

1. PURPOSE. To establish general working relationships between the RHJ VAHCS Police Service and City of Charleston Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at RHJ VAHCS located at 109 Bee Street, Charleston, SC 29401.

2. REFERENCES.
   a) VA Directive 0730, Security and Law Enforcement, 12 December 2012
   b) VA Handbook 0730, Security and Law Enforcement, 11 August 2000

3. GENERAL.
   a. RHJ VAHCS hospital, also known as Charleston VA Medical Center, is located in the City of Charleston, SC. RHJ VAHCS provides primary, specialty, and extended care to Veterans throughout Charleston. The mission of the RHJ VAHCS is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

   b. The City of Charleston Police has concurrent jurisdiction with the Federal Government over RHJ VAHCS hospital's properties. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws with VA Police on RHJ VAHCS properties.

4. RESPONSIBILITIES.
   a. RHJ VAHCS Police Service will:
      (1) Maintain law and order and enforce Federal and state laws and VA regulations at the RHJ VAHCS, including the hospital building and designated parking lots, for the protection of property owned or occupied by the VA and persons on the property.
(2) Provide primary initial response to any and all incidents or emergency situations at the RHJ VAHCS.

b. City of Charleston Police Department will:

(1) Respond to RHJ VAHCS Police Service’s requests for assistance. Such assistance may include, but not limited to, the following situations:

(A) Armed hostage taking situations that would require an armed response to assist VA Police in containing the situation until appropriate Federal agencies (such as the Federal Bureau of Investigation - FBI) can respond to assume control.

(B) Crimes involving armed robberies of funds, drugs or properties where the individuals committing the crimes leave VA police jurisdiction.

(C) Vehicle accident investigations, which may result in non-injuries, injuries, or death involving the VA Police patrol vehicles.

(D) Any major incident that would require additional Officers for traffic control to allow emergency vehicles a clear access to the facility.

(2) Provide additional Officers when needed to assist with the physical arrest of a violent/disorderly person(s) who poses a serious threat to VA patients, visitors, medical staff or themselves.

(3) Provide assistance in the transportation of prisoner(s) who have been arrested at the RHJ VAHCS hospital on occasions when there are only two VA police officers on duty.

(4) Authorize access to and use of Charleston Police Department central dispatch and patrol units in the field for VA Police. The parties agree that the access and use of such information is solely limited to official law enforcement purposes and that the process of reprogramming VA radios would be at no cost to the City of Charleston.

(5) Should any VA Police Officer be involved in a shooting, the FBI will be notified immediately. If the FBI declines investigation, or if the FBI response is delayed, City of Charleston Police Department may provide investigative assistance to RHJ VAHCS Police. This assistance may range from establishing, preserving, and controlling the crime scene, to performing as the lead investigative agency.

(6) COMPACT ACT Section 205 Police Crisis Intervention Training for VA Police requires that each VA medical center police service develop a plan to enter into partnerships with local mental health organizations and experts, Veteran community organizations, as well as local police departments to share training resources on Crisis
Intervention Teams (CIT). This assistance may range from collaborated training and sharing law enforcement to coordinated intervention tactics when there is an extreme crisis involving a veteran(s).

5. ACCEPTANCE & RATIFICATION

   a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.

   b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.

   c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties. Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

   d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon.

FOR DEPARTMENT OF VETERANS AFFAIRS RALPH H. JOHNSON VA HEALTH CARE SYSTEM

[Signature]
Gary L. Hunter
Chief of Police, U.S. Dept. Veterans Affairs
RHJ VA Health Care System

[Signature]
Scott R. Isaacks, FACHE
Director, RHJ VA Health Care System

1/1/2022
Date

FOR CITY OF CHARLESTON

[Signature]
John J. Tecklenburg
Mayor, City of Charleston

[Signature]
Luther T. Reynolds
Chief of Police, City of Charleston

[Signature]

1/28/2022
Date